

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: January 23rd, 2024 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. January 9th, 2024 Regular Scheduled Meeting Minutes
 - b. Farm Fresh 5K Special Event Permit
 - c. SOAR Eagle 5K Special Event Permit
 - d. Whole Bloomin' Thing Festival Special Event Permit
 - e. Old Armory Roofing Project

Motion: To approve the consent agenda as presented.

E. PRESENTATIONS

3. North Carolina Main Street and Rural Planning Center: Jody Nichols Main Street Champion Designation
 - Jesse Fowler, Assistant Town Manager & Beth Gilmore, Downtown Waynesville Director
4. BearWise Presentation
 - Ashley Hobbs, NCWRC

F. NEW BUSINESS

5. Budget Amendment for Haywood County Arts Council Grant Awards
- Misty Hagood, Finance Director

Motion: To approve the budget amendment as presented.

G. OLD BUSINESS

6. CDBG-I Grant- Engineering Contract
- Rob Hites, Town Manager

Motion: Approve a \$156,468 contract to carry out engineering services for the Town's CDBG-I contract.

7. CDBG-I Grant Administration Contract
- Rob Hites, Town Manager

Motion: Approve a \$76,462 contract to carry out Grant Administration for the Town's CDBG-I contract.

8. Bids for Finance/Fire Department Renovation
- Rob Hites, Town Manager

Motion: Approve the bid of \$131,343.71 from PBI for renovation of the old Board Room in the Finance/Fire Department and reject the bid for renovation of the second-floor office space in the Town Hall. Approve a \$35,000 budget for furnishing the space.

H. COMMUNICATION FROM STAFF

9. Manager's Report
- Town Manager, Rob Hites
10. Town Attorney Report
- Town Attorney, Martha Bradley

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. CLOSED SESSION

11. To enter into closed session pursuant to N.C.G.S. 143-318.11.(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- Martha Bradley, Town Attorney

K. 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

January 2024

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

2024	
Tues, February 13	Town Council Meeting – Regular Session
Tues. February 27	Town Council Meeting – Regular Session
Fri, March 1	Special Called Town Council Meeting-Council Retreat
Tues, March 12	Town Council Meeting – Regular Session
Tues. March 26	Town Council Meeting – Regular Session
Fri. March 29	Town Offices Closed-Good Friday
Tues. April 9	Town Council Meeting – Regular Session
Tues. April 23	Town Council Meeting – Regular Session
Sat, May 11	Whole Bloomin Thing Festival-Frog Level
Tues. May 14	Town Council Meeting – Regular Session
Mon. May 27	Town Offices Closed-Memorial Day
Tues. May 28	Town Council Meeting – Regular Session
Tues. June 11	Town Council Meeting – Regular Session
Tues. June 25	Town Council Meeting – Regular Session
Thurs. July 4	Town Offices Closed-Independence Day
Tues, July 9	Town Council Meeting – Regular Session
Tues. July 23	Town Council Meeting – Regular Session
Tues. August 13	Town Council Meeting – Regular Session
Tues, August 27	Town Council Meeting – Regular Session
Mon Sept. 2	Town Offices Closed-Labor Day
Tues, September 10	Town Council Meeting – Regular Session
Tues. September 24	Town Council Meeting – Regular Session
Tues. October 8	Town Council Meeting – Regular Session
Tues. October 22	Town Council Meeting – Regular Session
Mon November 11	Town Offices Closed-Veteran’s Day
Tues. November 12	Town Council Meeting – Regular Session
Thurs. & Fri. November 28 & 29	Town Offices Closed-Thanksgiving
Tues. December 10	Town Council Meeting – Regular Session

Tues, Wed, Thurs December 24, 25, and 26	Town Offices Closed-Christmas
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Board and Commission Meetings – January 2024

ABC Board	ABC Office – 52 Dayco Drive	January 16th 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	January-CANCELLED 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January 16th, March-, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Municipal Building – 16 South Main Street	January 16th 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Municipal Building-16 South Main Street	January 4th 1 st and 3 rd Thursdays 4:30pm
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	January 3rd 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	January 22nd-Special Called 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	January 11th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	CANCELLED 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	January 17th 3 rd Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
January 9, 2024

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, January 9, 2024, 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 6:00 pm with the following members present:

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

The following staff members were present:

Rob Hites, Town Manager
Candace Poolton, Town Clerk
Elizabeth Teague, Director of Development
Misty Hagood, Finance Director
Jeff Stines, Public Services Director
Ricky Foster, Assistant Public Services Director
Police Chief David Adams
Assistant Police Chief Brandon Gilmore

Members of the Media:

Becky Johnson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that Town Offices will be closed for Dr. Martin Luther King Jr. Day and the next Town Council meeting will be held on January 23rd. He added that there will be an MLK March at the courthouse on Saturday.

B. PUBLIC COMMENT

Debi Hall: Owner of Farm to Cake at Hazelwood. Ms. Hall said she is concerned about Hazelwood Boosters and the effect of certain events in Hazelwood. She said that when events happen in Hazelwood, business owners are not made aware and have no input. She said during Hazelween her business was blocked off and prevented customers from accessing her bakery. She requested more transparency regarding Hazelwood

events. She added that the “Cruise-In” events that are held in Hazelwood are disruptive and should be decreased. She suggested forming a Hazelwood business owner group, decreasing the number of events each year, or moving the events to another area of Hazelwood.

William Terry Kelley-480 Auburn Road, Waynesville: Mr. Kelley said that there have been leaves piled up on Auburn Road for two months. He said when it rained today, the leaves clogged the drains. Mr. Kelley said he cannot get a hold of anyone to pick up the leaves.

C. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

D. CONSENT AGENDA

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

2.
 - a. Approve the December 12th, 2023 Regular Scheduled Meeting Minutes
 - b. Approve budget amendment for Governors Highway Safety Grant reimbursement for overtime worked specific to traffic enforcement.
 - c. Approve budget amendment to use Restricted SWAT Account funds for the purchase of SRT ballistic vest.
 - d. Approve purchase of red dot rifle sights for our Patrol Officers.
 - e. To adopt the Resolution to allow Haywood Waterways Association the use of Town’s property (PIN 8616-72-3598) for their STRAP grant application and work.
 - f. Special Event permit for Martin Luther King Walk
 - g. Approve the purchase of self-contained breathing apparatus (SCBA) equipment for the Waynesville Fire Department.

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

E. PRESENTATIONS

3. Recognition of Jim and Mary Fords’s 13 years of dedicated service to our Civilian Police Academy
 - Police Chief David Adams

Police Chief David Adams presented Jim and Mary Ford with a plaque dedicating their 13 years of service to the Town. Chief Adams said that they volunteered many hours helping with special events. He said they helped organize the Civilian Police program, got funding for uniforms, and helped the SRT Swat team each year. Chief Adams also recognized Jim and Mary for their military service.

Mary Ford said she had goals she wanted to complete before retiring, and she successfully completed her goals. She thanked the Police Department for their support and thanked the group of Civilian Police Volunteers sincerely for their professionalism and said the Town is a better place because of them. She also thanked the Mayor and Town Council for their support and for recognizing that they were an asset to the Town. She proceeded to award the Councilmembers with Challenge Coins.

4. Retirement for K-9 Luke
 - Assistant Police Chief Brandon Gilmore

Assistant Police Chief Brandon Gilmore presented K-9 Luke and Officer Pressley with a plaque commemorating K-9 Luke’s 10 years of service with the Town. AC Gilmore said that Luke was born in Poland in 2014. He was trained in explosive detection, apprehension, and tracking. He added that having a K-9 Luke has been a tremendous asset, but it’s time for him to retire and enjoy the rest of his life with Officer Pressley.

F. PUBLIC HEARINGS

5. Public Hearing to consider a request for Annexation for one (1) parcel off Hillside Terrace Drive in Waynesville, PIN 8626-01-2244 (2.62 acres).
 - Elizabeth Teague, Development Services Director

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to open the public hearing at 6:23pm. The motion passed unanimously.

Development Services Director Elizabeth Teague reported that on November 10, 2023, the Town received an attached “Petition for Annexation for a Non-Contiguous ‘Satellite’ Area” from Ronald Leatherwood and Lawrence Leatherwood, the owners of the property. She said the annexation request is for one (1) parcel off Hillside Terrace Drive in Waynesville, PIN 8626-01-2244 (2.62 acres), 42 Hillside Terrace. Ms. Teague said the property currently does not have any structures on it, and it is within the Town’s extra-territorial jurisdiction and that the parcel is zoned Raccoon Creek Neighborhood Residential (RC-NR). She said that annexing the property would allow it to connect to Town’s sewer through a tap and the closest sewer line is the 8-inch line located between Asheville Rd and Hillside Terrace Dr.

Ms. Teague reported that the staff submits that this proposed non-contiguous annexation meets the statutory standards of the NCGS, Chapter 160A, Article 4A, Part 4, Annexation of Noncontiguous Areas.

Public Comment:

Buddy Yates-68 Hillside Terrace: He said he is in favor of the annexation.

Beth Parks: She said she lives in the neighborhood and wants to know what the property will be used for. Town Attorney Martha Bradley said that the property owners legally don't have to answer that.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to close the public hearing at 6:28 pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to approve the attached ordinance to approve the annexation of described property, PIN 8626-01-2244. The motion passed unanimously.

6. Public Hearing to consider a request for Annexation for one (1) parcel at 68 Hillside Terrace Drive in Waynesville, PIN 8626-01-1444 (1.11 acres). Rob Hites, Town Manager
 - Elizabeth Teague, Development Services Director

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to open the public hearing at 6:30pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adopt the evidence submitted by staff from the previous hearing into this public hearing. The motion passed unanimously.

There was no public comment.

Councilmember Dickson asked Ms. Teague if the Town is required to run water and sewer to the property. Ms. Teague said no, but the property owners are already going through the process of applying for water and sewer to the property.

Public Comment:

Mr. Ronnie Leatherwood, one of the property owners, said the location of the septic fields on the properties is preventing him from building his home. He said by running sewer, he can get rid of the septic tanks and leech fields.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 6:35pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to approve the attached ordinance to approve the annexation of described property 8616-91-9354. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to amend the previous motion to read "PIN 8626-01-1444" instead of "PIN 8618-91-9354". The motion passed unanimously.

A motion was made by Councilmember Freeman, seconded by Councilmember Feichter, to adopt the amended motion. The motion passed unanimously.

7. Public Hearing to consider a request for Annexation for one (1) parcel at 76 Hillside Terrace Drive in Waynesville, PIN 8616-91-9354 (0.81 acre).
 - Elizabeth Teague, Development Services Director

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to open the public hearing at 6:37pm. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to adopt the evidence submitted by staff from previous hearings into this public hearing. The motion passed unanimously.

There was no public comment.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to close the public hearing at 6:38pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the attached ordinance to approve the annexation of described property, PIN 8616-91-9354. The motion passed unanimously.

8. Public Hearing to consider a zoning map amendment request for a portion of the property at 1460 Russ Avenue, PIN 8616-24-8812, from the Dellwood Residential Medium Density District Mixed-Use Overlay (D-RM MXO) to the Russ Avenue Regional Center District (RA-RC).
 - Elizabeth Teague, Development Services Director

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to open the public hearing at 6:38pm. The motion passed unanimously.

Development Services Director Elizabeth Teague reported that the property owners of 1460 Russ Avenue approached Development Services requesting a re-zoning of about 2 acres of the 6 acre parcel. The change they requested would continue the Russ Avenue Regional Center zoning northward 336 feet along the frontage of Russ Avenue. She said the re-zoning Overlay allows personal and professional offices, government buildings, and banks. She said these uses already exist in this area. At their November 20, 2023 the Planning Board voted 6 to 1 in support of the application in consideration of the property's frontage along Russ Avenue, its location near the Great Smoky Mountain Expressway, and that the extension of the RA-RC district in this area creates an opportunity for commercial growth.

Ms. Teague said making a change to extend the zoning would amend the Future Land Use Plan. She said that the Planning Board's discussion was focused on just this property because the other property owners were

not represented- essentially, they didn't want to encumber this application with the discussion of extending the re-zoning of all of Russ Ave.

Councilmember Feichter asked for elaboration on commercial growth. Ms. Teague said in the last few years, a dentistry, Shining Rock academy, Maple Tree Vet, and the Credit Union (which is looking at expanding) has been built in the area. She said this overlay has already allowed these types of developments in this corridor. Ms. Teague said the area is developing in a way that is compatible to adjacent properties. She added that this re-zoning makes sense because it's adjacent to and abutting to the applicants desired re-zoning and is close to the interchange.

Councilmember Feichter recalled that when he sat on the Planning Board years ago, the owners of the same property applied for re-zoning, and they denied it. He asked that if Council elects to re-zone this property, how can they say no to the next property owner who wants to re-zone up Russ Ave? Brian Noland, representing the applicants, said there may be two or three with homes in that area that would be affected by the re-zoning. He said that this is the only area left for growth on Russ Avenue or downtown. Councilmember Freeman added that the corridor is happening, and that "saving" this one property will not make a difference.

Councilmember Dickson said there probably will be additional requests to re-zone. He said the property across the street is probably looking to re-zone because they have not been able to sell the house with the current zoning standards.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to close the public hearing at 7:04pm. The motion passed unanimously.

Mayor Caldwell said that the property was posted, the public hearing was advertised, and none of the property owners have showed up to the public hearing.

Councilmember Dickson said he would like to follow the recommendation of the Planning Board.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to find that the request is reasonable and in the public interest to amend the 2035 Comprehensive Plan's Future Land Use Map to extend the Regional Center Zoning designation along the road frontage of Russ Avenue in that it continues to promote smart growth principles in land use planning and zoning and encourages infill, mixed-use, and context-sensitive development and creates opportunities for a sustainable economy and encourages creatively designed, mixed-use, walkable centers and commercial districts that appeal to residents and visitors. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to adopt the zoning map amendment ordinance as presented to redesignate a portion of the property at 1460 Russ Avenue, PIN 8616-24-8812, from the Dellwood Residential Medium Density District, Mixed-Use Overlay (D-RM MXO), to the Russ Avenue Regional Center District (RA-RC) in that it continues to promote smart growth principles in

land use planning and zoning and encourages infill, mixed-use, and context-sensitive development. The motion passed unanimously.

Councilmember Dickson asked Ms. Teague about a joint meeting with the Planning Board. She said that Jake Petrosky discussed scheduling another meeting in February. Councilmember Dickson mentioned that light pollution is something they may want to address in the Russ Avenue corridor.

G. NEW BUSINESS

9. Reclassify one Senior Customer Service position to Payroll Specialist and change it from Grade 55 to Grade 61
- Misty Hagood, Finance Director

Finance Director Misty Hagood reported that she has been working on reorganizing the Finance Department and updating the job descriptions. She said with the Assistant Director retiring and the new position Council approved, she would like to make one of the two Senior Customer Service positions focus on payroll as their main duty, and move the position from a Grade 55 to a Grade 61 based on the updated job description. She said she worked with Human Resources, and they looked at the salary in other municipalities our size and it would fall into Grade 61 in our Pay and Classification Table.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve the reclassification of one Senior Customer Service position to a Payroll Specialist and move it from Grade 55 to Grade 61. The motion passed unanimously.

10. The Eagles Nest Booster Station re-build project
- Assistant Public Services Director Ricky Foster

Assistant Public Services Director Ricky Foster reported that the Eagles Nest Booster Station re-build was originally budgeted \$200,000.00 in this FY24 capital improvements. He said this project includes a new SCADA System which tracks levels of the reservoir, two pumps and frequency drives. He said they had two bids, and the one that came to their budget was for \$224,990. He added that they need to approve the increase to continue with the project.

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to award the Eagles Nest Booster Station upgrade to T.P. Howard in the amount of \$224,990.00. The motion passed unanimously.

11. Interview logistics for Planning Board Applicant
- Town Manager Rob Hites

Town Manager Hites reported that the Town of Waynesville's Planning Board has one vacancy. The vacancy has been posted on the Town website for the past month and in the newspaper. He said Travis Collins has

been the only applicant. Mr. Hites requested that Council decides who will be interviewing Mr. Collins, and when. Councilmembers Dickson and Sutton volunteered to interview Mr. Collins.

12. Select a “Contract administrator” to aid the staff in administering the CDBG-I Infrastructure grant
- Rob Hites, Town Manager

Town Manager Rob Hites said that following the NC General Statutes for selecting architectural and engineering services, the Town issued an RFQ to provide project administration services that involve considerable Federal reporting requirements. He said the grant allocates a certain amount of money to fund contract administration and two firms responded to the RFQ. Mr. Hites stated that the staff committee reviewed the written responses and scored them according to a scoring sheet provided by DEQ. After considering the written proposals, Mr. Hites said the staff recommends that the Council award the contract to McGill and Associates.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve McGill and Associates as the “Grant Administrator to carry out the CDBG-I program’s Federal program requirements and authorize the staff to negotiate a contract for the service. The motion passed unanimously.

13. Select an engineering firm to provide design, bid, construction observation and reporting for the Town’s CDBG Infrastructure grant.
- Rob Hites, Town Manager

Town Manager Rob Hites reported that following the NC General Statutes for selecting architectural and engineering services, the Town issued an RFQ to provide design, bidding and construction administration services. He said three firms responded to the RFQ. He said that a staff committee reviewed the written responses and scored them according to a scoring sheet provided by DEQ. Two firms were invited for personal interviews. After considering the written proposals and personal interviews, Mr. Hites reported that staff recommends that the Council award the contract to McGill and Associates. He said he will submit the contract to Council at the next meeting. Should the staff and engineer NOT be able to successfully negotiate a contract, Mr. Hites said staff will report to the Council that they were unable to successfully negotiate a contract. Mr. Hites said that Council will then authorize the staff to negotiate with the second highest rated engineering firm.

A motion was made by Councilmember Feichter, seconded by Councilmember Sutton, to approve McGill Associates as the engineering firm to carry out design, bidding, construction administration and engineering reporting for the CDBG-I grant and authorize the staff to negotiate a contract for the service. The motion passed unanimously.

H. OLD BUSINESS

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to appoint Rob Hites as the Town Manager. The motion passed unanimously.

14. Appoint a member of the Council to the TDA Board

- Rob Hites, Town Manager

Town Manager Rob Hites said the Haywood County TDA Director Corrina Ruffieux requests that the Council approve a representative for their Board. Councilmember Feichter volunteered to serve on the TDA Board

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to nominate Councilmember Feichter to continue service on the TDA Board. The motion passed unanimously.

15. Comprehensive Transportation Study for the Entirety of East Street

- Rob Hites, Town Manager

Town Manager Rob Hites reported that during its October Council meeting, Councilmember Feichter requested that the Town conduct a thorough study of East Street from its beginning point on South Main to its terminus on North Main. Due to the meandering nature of the 1.32-mile street, Mr. Hites said that JM Teague drafted a proposal in four distinct sections. He said the Town Council may choose to study all sections at a cost of \$16,200 or selected sections at a fee of \$4,500 per section. Mr. Hites said that in their discussions on the study, JM Teague said that WNC Paving did not install the speed cushions correctly.

Councilmember Sutton suggested waiting to do a speed study until after WNC Paving corrects the speed tables.

Councilmember Feichter said there are specific areas of East Street that are an issue and he would like to move forward with the studies. Town Manager Hites suggested using one of the Town's traffic computers to collect data on East Street.

Councilmember Freeman asked how much money has already been spent on the previous five speed studies and what the difference is between this study and the last five that had been done on East Street? Mr. Hites said with East Street being an emergency route, speed tables and speed bumps must be limited. He said they may suggest narrowing the road (road diet), but he's not a fan of that option. Mr. Hites said the last study done showed that traffic is low on East Street and the speed limit needs to be increased to 35mph. Mr. Hites said that he would get back to Councilmember Freeman regarding cost. Councilmember Feichter said the difference is this study would encompass the entirety of the street, not just one section. Councilmember Sutton said he believes the last study was accurate, but the speed tables need to be installed correctly.

Councilmember Dickson asked if there have been any accidents or fatalities on East Street. Mr. Hites said that only three or four minor accidents have occurred in the last few years. Councilmember Dickson said they have a traffic calming policy that is citizen driven and works. Mr. Hites said there was a citizen request and successful petition for an area of East Street. Councilmember Dickson said they modified and lessened their standards for that petition which they didn't have to do. He reminded the Council that the last five speed studies actually showed that the speed limit needs to go up to 35mph. Mr. Hites said that there only 750 cars that travel East Street a day, which is a very small amount.

Council agreed to wait to decide on the speed study until after the speed tables are properly installed.

I. COMMUNICATION FROM STAFF

16. Manager's Report

- Town Manager, Rob Hites

Town Manager Rob Hites reported that there is an unfunded mandate that's soon to be enacted. He said the EPA is about to put out a new regulation that all community water systems need to develop an inventory of all service lines connections both owned and rented to determine the presence of lead. He said that means they would have to expose 18 inches of the service meter to the house, which would involve going on to peoples' properties. Mr. Hites said if a line needs replacing, the Town must fund that replacement and they have 10 years to complete the inventory.

Councilmember Sutton requested that staff put a public information notice in the next bill.

Mr. Hites suggested holding the Council Retreat on February 23rd, 8:30pm-4pm. He requested that Council submits their retreat suggestions into staff.

17. Town Attorney Report

- Town Attorney, Martha Bradley

Town Attorney Martha Bradley reported that she will be in court next week for the Autobell case.

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Dickson reported that the Environmental Sustainability Board is currently meeting twice a month and is about to have a retreat. He said that they submitted the DOE grant.

Mayor Caldwell said he received an email from David Kelley and Ms. Teague stating that the Sutton property is still not getting cleaned up.

Councilmember Freeman reported that she received a phishing email and advised Council to be on alert.

K. ADJOURN

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to adjourn at 7:51pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

DRAFT



Application for Special Events Permit

I. General Information

EVENT NAME: Farm Fresh SK

EVENT DATE(S): May 11, 2024

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

LOCATION: please see attached map.

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

SET-UP TIME (START/END): 7:00 AM - 8:30 AM

EVENT HOURS: 9 - 10 AM

DISMANTLE HOURS (START/END): 10 - 11:30 AM

ESTIMATED ATTENDANCE: 100

BASIS ON WHICH THIS ESTIMATE IS MADE: 2nd event, with growth from last year

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Haywood Christian Ministry

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

APPLICANT NAME: Blake Hart TITLE: Exec. Director.

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

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

ON-SITE CONTACT: same TITLE: _____

ADDRESS: _____

PHONE #: _____ CELL PHONE #: 704-989-5620 EMAIL: _____

III. Brief Description of Event

The farm fresh SK is a celebration of local food and a call to action for those who are hungry.

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

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.

Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

1. Charles St. between Branner and Boundary
- 2.
- 3.

V. Event Details

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the sale or use of alcoholic beverages?
		If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the sale of food? _____
		If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be musical entertainment at your event? IF "YES" provide the following information:
		Number of Stages: _____ Number of Band(s): _____ Amplification? _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you plan to use an existing occupied building? Address _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you plan to use an existing vacant building? Address _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be any tents or canopies in the proposed event site? Please provide the following information:
		Approx. Number of Tents: <u>3-4</u> Will any tent exceed 400 sq. feet in area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the use of pyrotechnics? Explain _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you require electrical hookup for the event? Generators? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you require access to water for the event? Explain _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will inflatable parade balloons be used for the event? Provide details if necessary.

VI. Additional Questions

How will parking be accommodated for this event? Participants will be encouraged to park in the courthouse parking deck.

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

How will trash be contained and removed during and after the event? we will use our receptacles and dumpsters

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

VIII. Special Information for Applicants

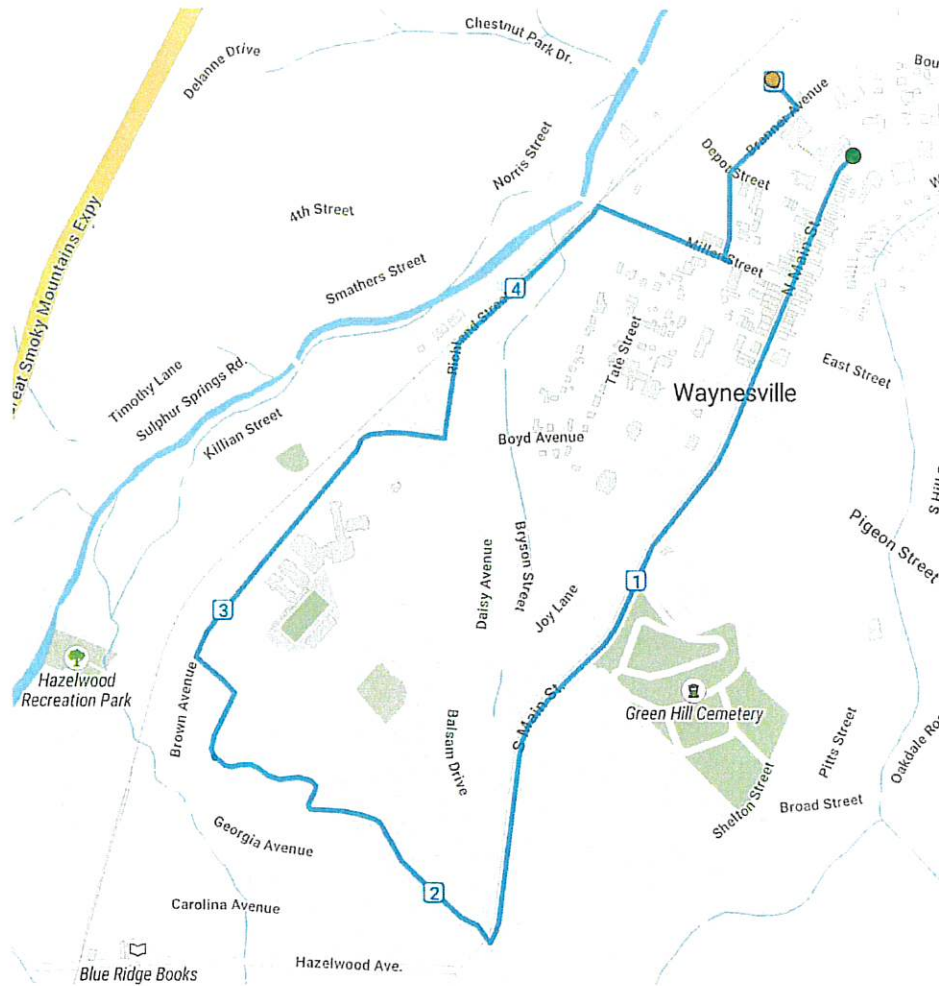
- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



The race starts on Main Street in front of the Justice Center.

Head South on Main Street towards Depot.

Turn Left on Gimball Drive

Turn Right on Camelot Drive

Turn Left on Hazelview Drive

Turn Right on Brown Ave.

Continue Straight onto Boyd Ave.

Turn Right on Richland Street

Turn Right on Miller Street

Turn Left on Haywood Street.

Continue Straight on Branner Avenue

Turn left on Charles St and Finish on Charles Street.



Application for Special Events Permit

I. General Information

EVENT NAME: SOAR Eagle 5k

EVENT DATE(S): 10/12/24

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

LOCATION: 112 Virginia Ave Bldg B, Waynesville, NC 28786

IF THIS EVENT IS A PARADE OR ROAD RACE: Course map attached with course cues.

SET-UP TIME (START/END): 6AM - 12PM

EVENT HOURS: 8AM-11AM

DISMANTLE HOURS (START/END): 11AM-12PM

ESTIMATED ATTENDANCE: 350

BASIS ON WHICH THIS ESTIMATE IS MADE: 250 runners + 100 spectators

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: Academy at SOAR

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

APPLICANT NAME: Rhianna Scott TITLE: Race Director

ADDRESS: 112 Virginia Avenue BLDG B (828) 301-2886 CITY: Waynesville STATE: NC ZIP: 28786

PHONE: _____ FAX#: _____ EMAIL: rhianna@kickitevents.com

ON-SITE CONTACT: Rhianna Scott TITLE: Race Director

ADDRESS: 17 Sylvan Avenue Asheville, NC 28801 (828) 301-2886

PHONE #: _____ CELL PHONE #: _____ EMAIL: rhianna@kickitevents.com

III. Brief Description of Event
<p>3.1 mile run/walk fundraiser for Academy at SOAR that starts and finishes at the Academy on Virginia Avenue. Packet pick up for runners will start at 8AM and race will start at 9AM. We expect up to 250 runners and about 100 spectators. The first runner will complete the course in 20 minutes and the last walker/runner will likely complete in 1 HR-1.5 HRs.</p>
IV. Street Closure Request (Attach map of the Street Closure)

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

Attached map of road closure. Virginia Avenue from 10/12/24 6AM - 10/12/24 12PM

1. _____
2. _____
3. _____

V. Event Details

- | | | |
|-------------------------------------|-------------------------------------|---|
| YES | NO | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages?
If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the event involve the sale of food? _____
If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will there be musical entertainment at your event? IF "YES" provide the following information:
Number of Stages: _____ Number of Band(s): _____ Amplification? <input checked="" type="checkbox"/> _____
Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Do you plan to use an existing occupied building? Address ___112 Virginia Avenue, Waynesville, NC |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do you plan to use an existing vacant building? Address _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will there be any tents or canopies in the proposed event site? Please provide the following information:
Approx. Number of Tents: <u>10</u> Will any tent exceed 400 sq. feet in area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the event involve the use of pyrotechnics? Explain _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? <u>4, Virginia Ave</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will you require electrical hookup for the event? Generators? <u>2</u> generators for Timing Structure _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will you require access to water for the event? Explain _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets.
Race Registration = \$40-50 _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s).
Sponsor Fee approximately \$250 _____ |
| <input checked="" type="checkbox"/> | | Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? <u>No</u> |

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

VI. Additional Questions

How will **parking** be accommodated for this event? We will utilize the parking lot on Virginia Avenue, one behind the Academy, and street 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? Trash will be placed in a dumpster.

Volunteers: Will you require Civilian Police Volunteers for your event? No

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

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

VIII. Special Information for Applicants

- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
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- * 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:

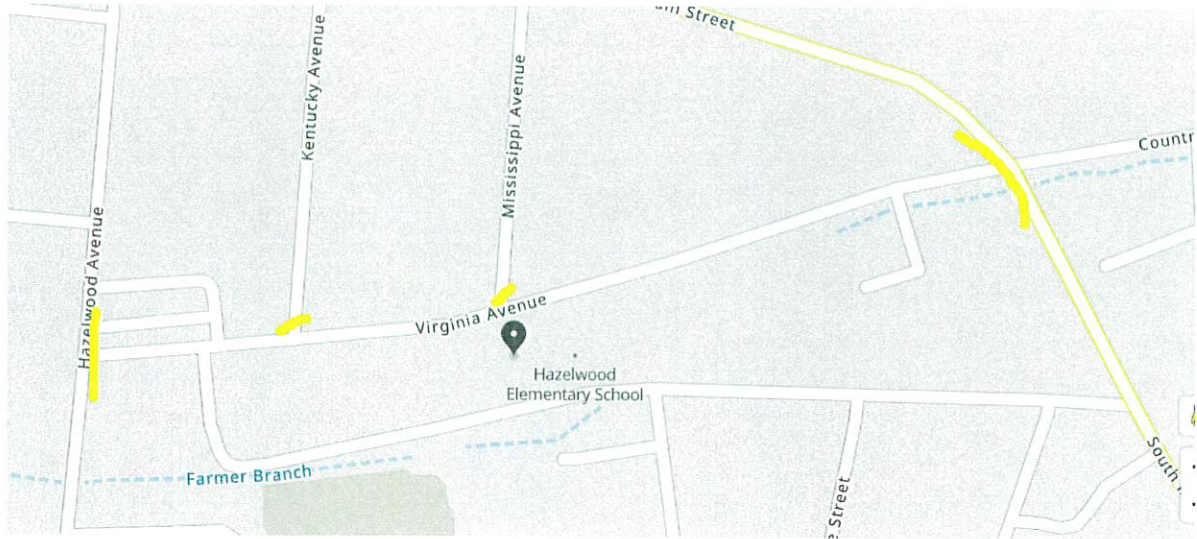
Application received:

Application approved:

Application denied:

SOAR Eagle 5k Course Map

Saturday, October 12, 2024 9AM Race Start



ROAD CLOSURE REQUEST:

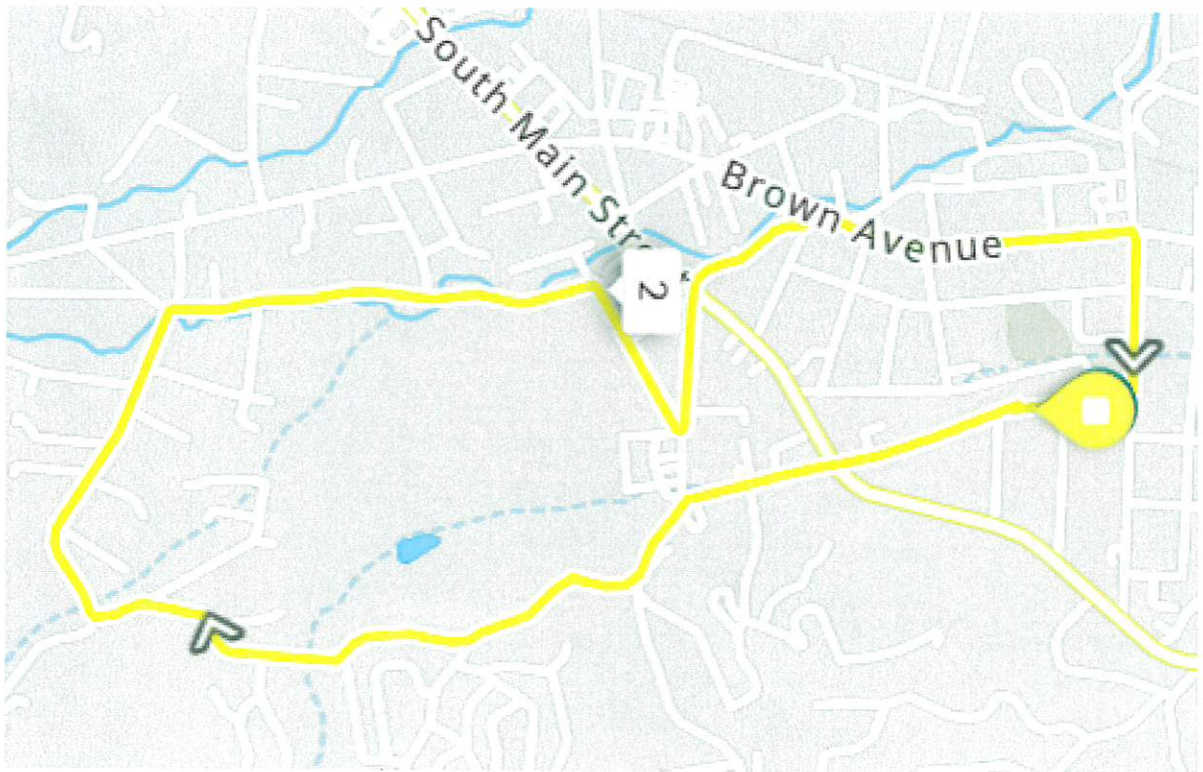
Virginia Avenue

6AM 10/12/24 CLOSURE START

12PM 10/12/24 CLOSURE END

SOAR Eagle 5k Course Map

Saturday, October 12, 2024 9AM Race Start



- Race start on Virginia Avenue
- Continue straight on Country Club Drive
- Veer Left to stay on Country Club Drive
- Turn right onto Longview Drive
- Turn right onto Willow Road
- Veer left to stay on Willow Road
- Turn right onto Camp Brand Road
- Turn right onto Browning Road
- Turn right onto Chelsea Road
- Sharp left onto Ninevah Road
- Veer left on South Main Street
- Sharp right onto Riverbend Street
- Left on Belle Meade Drive
- Right on Brown Avenue
- Right on Hazelwood Avenue
- Right on Virginia Avenue

LINK TO COURSE MAP:

<https://ridewithgps.com/trips/141169751>



Application for Special Events Permit

I. General Information

EVENT NAME: Whole Bloomin' Thing Spring festival

EVENT DATE(S): Saturday, May 11, 2024

Note: If event is more than three days in duration, and not in the public right-of-way, you will also require a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Commerce and Depot streets, Frog Level Historic District

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

SET-UP TIME (START/END): Set-up 5:30 a.m., festival open to public 9 a.m.

EVENT HOURS: 9 a.m. - 4 p.m.

DISMANTLE HOURS (START/END): 4 p.m. - 5 p.m.

ESTIMATED ATTENDANCE: 2,000

BASIS ON WHICH THIS ESTIMATE IS MADE: previous festivals

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: Historic Frog Level Merchant's Association

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

APPLICANT NAME: Julia Bonomo TITLE: board chair

ADDRESS: P.O. Box 1575 CITY: Waynesville STATE: NC
ZIP 28786

PHONE: 828-476 FAX#: -6811 EMAIL: jpbmom2001@gmail.com

ON-SITE CONTACT: Julia Bonomo TITLE: board chair

ADDRESS: P.O. Box 1575 Waynesville, NC 28786

PHONE #: 828-476-6811 CELL PHONE #: _____ EMAIL: jpbmom2001@gmail.com

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

VI. Additional Questions

How will parking be accommodated for this event?

Attendees will be encouraged to use town parking lots. This information will be advertised and made available.

Notes:

1. Parking and buildings involved may be examined for ADA compliance.

2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

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

Are additional trash and recycling cans available through the town? Please let us know. Last year, Frog Level Brewing staff cleared all festival trash.

Volunteers: Will you require Civilian Police Volunteers for your event?no

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

Return to:

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

Town of Waynesville

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

Telephone: (828) 456-3517

Fax No. : (828) 456-2000

**Email Address: bethgilmore@waynesvillenc.gov
jfowler@waynesvillenc.gov**

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- * 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:



ROAD CLOSURE

OUTDOOR RESTROOMS

FOOD & BEER GARDEN

Electrical Hook-up

GREEN VENDORS & PARKING

ORANGE VENDORS

BLUE VENDOR

PARKING FOR BLUE & ORANGE VENDORS

GREEN VENDORS, 1-23
ORANGE VENDORS, 24-51, 84-89
 APPROACH FESTIVAL'S BLOCKED STREETS
 FROM BRANNER AVE > DEPOT ST > COMMERCE
 ★ CHECK-IN AT RAILROAD CROSSING

BLUE VENDORS, 52-83
 APPROACH FESTIVAL'S BLOCKED STREETS
 FROM DELLWOOD CITY RD, CROSS BRIDGE/CREEK
 ★ CHECK-IN AT START OF DEPOT ST

**GREEN & ORANGE VENDOR
 SETUP/ENTRY APPROACH**

**BLUE VENDOR SETUP
 & ENTRY APPROACH**

ADDL
 PARKING
 AT
 HAYWOOD
 BUILDERS

ADDL
 PARKING
 AT
 OLD
 ARMORY

[PARKING LOT FOR VENDORS]
 12-15 SPOTS

[PARKING LOT FOR GREEN VENDORS]

Boundary St

Branner Ave

Charles St

Water St

F4 F3

F2

F1

AX

LINESIDE

ENTRANCE

FUNKY FERN

GREEN ROOM

STAGE

COMMERCE ST

69
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DEPOT VILLAGE

CULTIVATE

SOUL SISTERS

FOOD & BEER GARDEN

PATH TO FOOD & BEER

Outdoor Green Space

FROG LEVEL BREWING

PANACEA

RESTROOMS

RESTROOMS

RESTROOMS

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Festival Day Logistics

The festival will be open for pedestrian traffic from 9-4.

Parking is limited in the festival area.

Booths #1-21 will be able to park behind their vendor space. Other options for vendor parking are detailed on the map.

PLEASE NOTE: If you park within the festival area, you will not be able to move your car until the streets reopen at 5 p.m.

Please try to keep the sidewalks behind your booth space passable per Town of Waynesville requirements.

Wishing you all an enjoyable, profitable Whole Bloomin' Thing festival day!

Thank you for sharing your talents with our community!
Historic Frog Level Merchant's Association

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 1/23/24**

SUBJECT: Old Armory Roofing Project

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Recreation

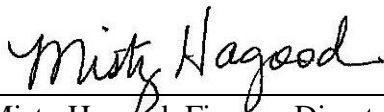
Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY: To approve and award the contract for roofing repairs in capital improvements at the Old Armory to WNC Roofing in the amount of \$86,000. Other roofing contractors did not meet the scope of work or made a site visit, yet no concrete proposal was provided after months of waiting. WNC will provide a new roof over the armory office wing and perform capping plus brick-and-mortar sealant to the front three columns where leaks are prevalent. WNC has provided quality work in the past to the Town with an excellent warranty. Please see attached documentation. \$45,750 office wing roof, \$24,375 for capping and joint fixes plus sealant, \$15,375 as an add on to provide cleaning and salt guard to existing brick work to restore it. This total investment comes in under the \$120,000 budgeted in this capital item.

MOTION FOR CONSIDERATION: To award the contract for armory roof improvements/repairs to WNC Roofing in the amount of \$86,000.

FUNDING SOURCE/IMPACT: This project is budgeted in the FY24 budget.



Misty Hagood, Finance Director

1/16/2024

Date

ATTACHMENTS: See attached.

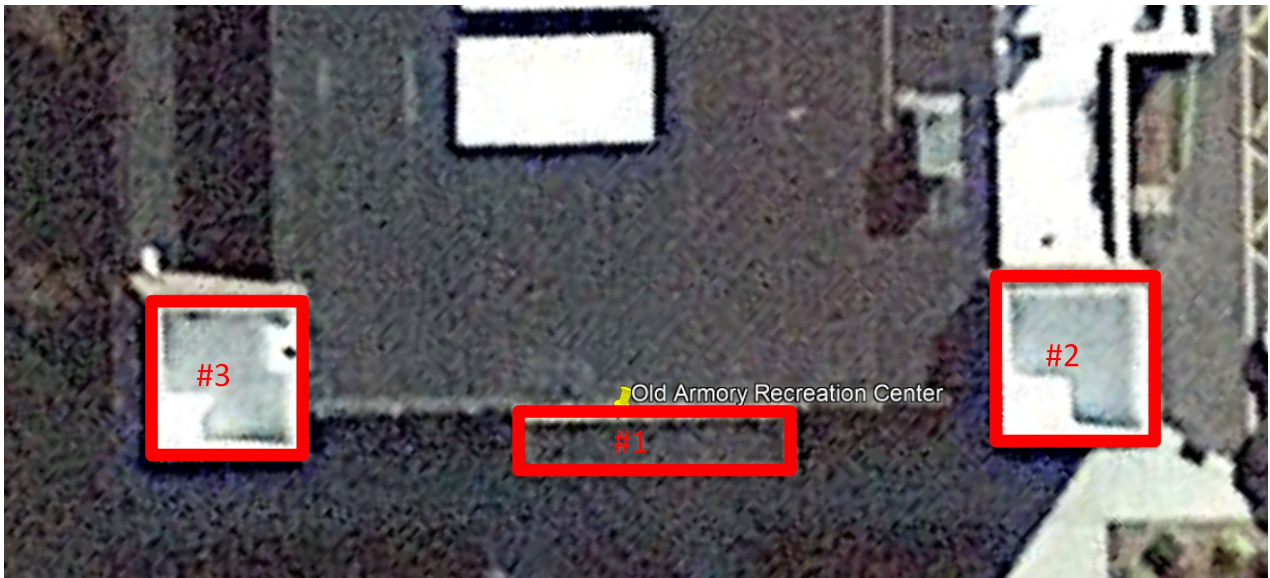
MANAGER'S COMMENTS AND RECOMMENDATIONS: Award roofing repair contract to WNC Roofing

2024 Capital Improvement Bid Tab - Old Armory Roof

<u>Vendor</u>	<u>Price</u>	<u>Notes</u>
WNC Roofing	\$84,500	This proposal is recommended. They have already completed the new main roof of the armory years ago. This proposal includes warranty, new roof over office wing, and water proofing the front 3 columns.
Astec Roofing/ Custom Coatings	\$32,352	The scope of work in this proposal is not what is needed, nor recommended to seal the roof properly. It is just a silicone spray coating over the office wing and the front columns. When I spoke to Astec, they had recommended this contractor as one of their subs. There was a misunderstanding on their part that an actual roof was need over the office wing.
Pisgah Roofing	none provided	Contractor came out for site visit in September. Have not received written proposal. Called a week ago and still no written proposal. Not recommended because of their customer service.
Baulkin Roofing	none provided	Referred to WNC Roofing as they are one of their sub-contractors. Said they are too busy and mostly do residential.

Description –Waterproofing

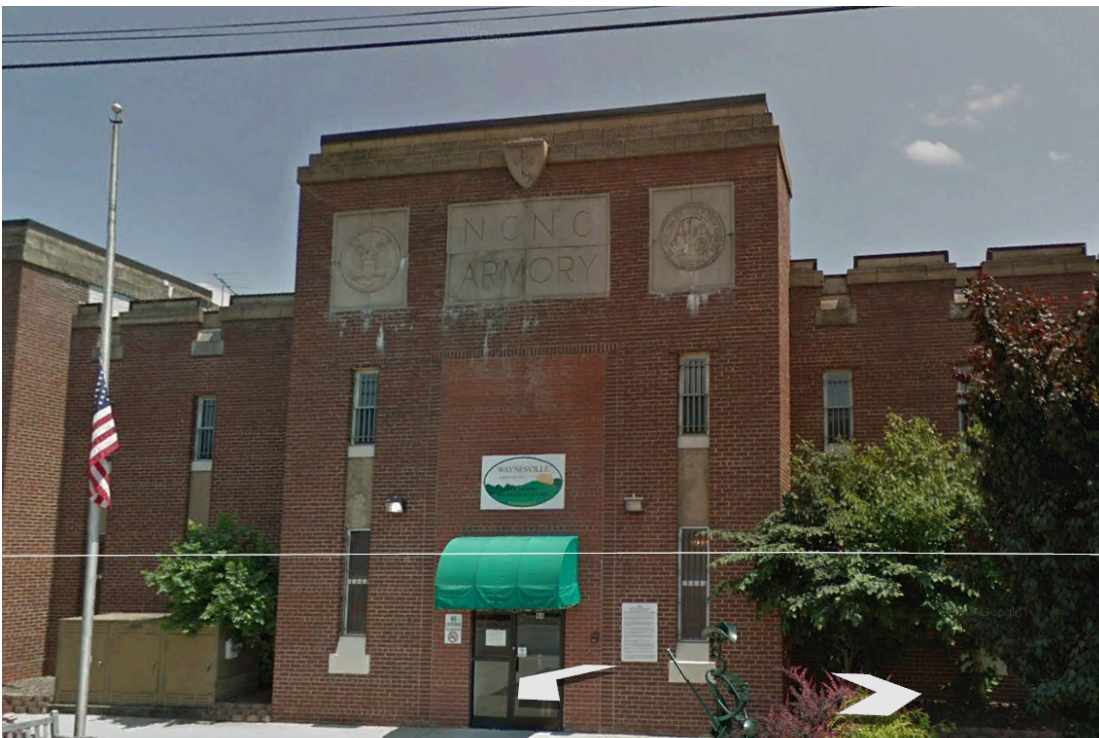
Date: 1/31/2023



Description –Waterproofing

Date: 1/31/2023

#1 Photos (Front)



Description –Waterproofing

Date: 1/31/2023

#2 Photos (16'x 16' Tower)



During the re-roof the masonry wall were so wet that when holes were drilled into it, instead of dust a water and slurry came out of the holes.



Description –Waterproofing

Date: 1/31/2023

#3 Photos (16'x 16' Tower)



Description –Waterproofing

Date: 1/31/2023

□ **Scope Of Work:**

- Wall Cap joint mortar and sealants are leaking and need to be replaced.
- Wall Caps have various paints and coatings on them that must be removed prior to sealing.
- Masonry caps are porous, absorbing and transferring moisture and need to be sealed.



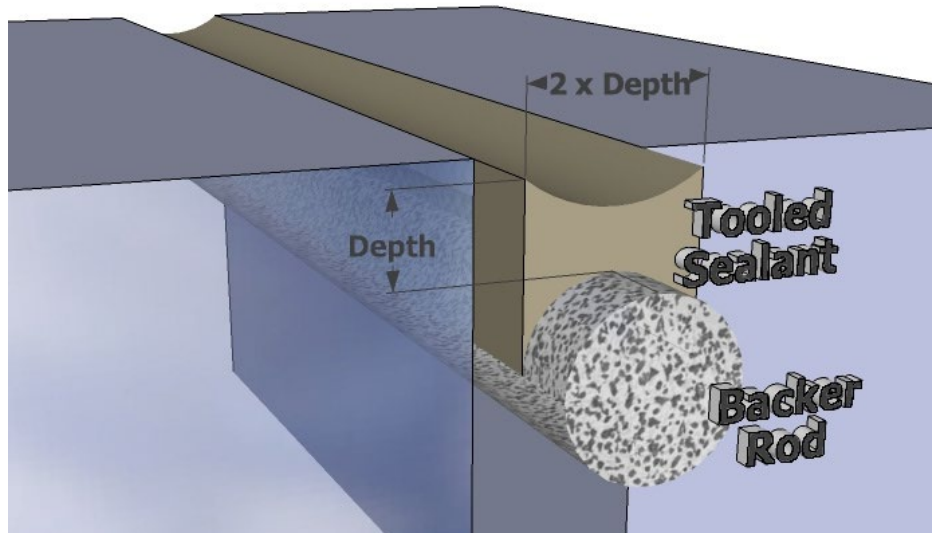
1. Provide all licenses and insurance to complete the project.
2. Perform pre-construction meeting to discuss set up, staging area for equipment, loading of the roof, appropriate work hours, safety and production projections.
3. Provide all dumpsters and dump fees for the removal of the roofing debris.
4. Clean and pressure wash repair areas as required.
5. Remove existing coatings and sealants.

Description –Waterproofing

Date: 1/31/2023

6. Fill cracks with Sikaflex Mortar Fix

7. Joints
 - Remove mortar at joints to a 1.5” depth
 - Provide and install new backer rod at joints.
 - Repoint / fill deep joints with new sealant as needed.



8. Apply Prosoco’s Klean ‘N Release restoration cleaner to wall to reduce the amount of staining and help restore the look of the original brick work.
 - Klean ‘N Release is a all-purpose cleaner and degreaser for use on soiled stone, tile, masonry, EIFS, stucco and metal panels.
 - **Note: Klean ‘N Release will remove much of the staining, however a hasher acid-based cleaner which requires 100% water capture would be required to remove all of the staining on the wall. This is not included in this quote.**



Proposal

Waynesville Old Armory Rec Center
44 Boundary Street,
Waynesville NC 28786

Description –Waterproofing

Date: 1/31/2023

- 9. Apply two coats of PROSOCO Saltguard
 - o Deeply penetrating water and salt barrier
 - o Saltguard is a solvent-based, general-purpose, **silane/siloxane water repellent** and chloride screen for concrete and masonry, including concrete block, and clay and concrete brick surfaces. Saltguard protects horizontal and vertical surfaces from moisture intrusion and chemical attack of chloride salts, reducing rebar corrosion and surface spalling.

- 10. Perform a final walk through with a Building Representative upon completion.

#1 Total Investment: \$24,375.00

Accept: _____

Decline: _____

#2 Total Investment: \$15,375.00 (priced as an add on)

Accept: _____

Decline: _____

#3 Total Investment: \$15,375.00 (priced as an add on)

Accept: _____

Decline: _____

A full site cleanup will be performed upon the completion of each work day.
 All skilled labor, material, tools needed, ladders, scaffolding, and safety equipment is included.
 Quote does not include testing or removal of hazardous materials, such as lead and asbestos.
 Proposal based upon roof onsite inspection.
 Exclusions: Any and all items not stated in the proposal.



Proposal

Waynesville Old Armory Rec Center
44 Boundary Street,
Waynesville NC 28786

Description –Waterproofing

Date: 1/31/2023

Prices valid for 15 days.

This proposal is executed _____ day of _____, 2023

Owner/Representative

WNC Roofing, LLC.
NC License #72262

TERMS & CONDITIONS

- 1. Scope of Work.** The Scope of Work shall be as detailed in the Proposal provided by Contractor. Contractor agrees to perform the work within a reasonable time after execution of this Agreement, and to complete the work in a good and workmanlike manner.
- 2. Price and Payment.** The Price of this Project shall be in the amount shown and scheduled in the Proposal. Invoices shall be paid in full within five (5) days of Owner’s receipt of them (Unless otherwise agreed). Any payment that goes unpaid for a month or more carries a 1% monthly service fee on all prior amounts owed, which Contractor may reflect on invoices in its own discretion without waiving.
- 3. Owner-Requested Adjustments to Scope.** Owner may request in writing to adjust the Scope of Work. In such event, Contractor may then provide a corresponding increase to the Price of the Project that will result from such adjustment of the Scope of Work. If Owner agrees to the adjustment in price, then both the Price and Scope of Work shall be adjusted as agreed. Contractor is under no obligation to perform adjustments to the Scope of Work that Owner fails to request in writing, and/or for which Owner fails to agree to Contractor’s corresponding increase in price.
- 4. Stoppages for Non-Payment.** If any payment is not made when due, Contractor may elect, in its sole discretion, to suspend all work on the Project until all outstanding payments are made in full. Allegations by Owner of sub-standard work shall not serve as justification for non-payment or delayed payment of any invoices.



Proposal

Waynesville Old Armory Rec Center
44 Boundary Street,
Waynesville NC 28786

Description –Waterproofing

Date: 1/31/2023

5. **Default and Termination.** If Owner believes Contractor is materially failing to perform the Work, then Owner must send Contractor a written Notice of Default explaining the facts constituting Contractor’s material failure to perform. Contractor shall have thirty (30) days from the date of such Notice of Default to then establish, by performing necessary work, that Contractor has substantially corrected any alleged failures of performance. Owner may only terminate this Agreement if Contractor fails to cure the items in the Notice of Default within the allotted time.

Contractor may terminate this Agreement at any time if Contractor in good faith determines that Owner is in material breach of this Agreement, including through non-payment of funds due, or has otherwise repudiated the Agreement. Under no circumstances shall Contractor’s election not to enforce or delay in enforcement of this clause constitute a waiver of it.

6. **Limitation of Damages.** Except for damages related to or resulting from either intentionally or recklessly tortious conduct on the Contractor’s part, OWNER HEREBY WAIVES ALL INDIRECT AND CONSEQUENTIAL DAMAGES.
7. **Choice of Law; Forum.** This Agreement is governed under the laws of the State of North Carolina. Any action to enforce this Agreement shall be brought in Henderson County, North Carolina.
8. **Attorney Fees.** If Contractor must bring an action for unpaid invoices and prevails in the action, then Contractor shall be entitled to recover Contractor’s attorney fees equal to 15% of the outstanding balance owed at the time of suit. This Agreement, in conjunction with any unpaid invoices, constitutes an evidence of indebtedness for purposes of N.C. Gen. Stat. section 6-21. Additionally, in any action to enforce this Agreement, the prevailing party shall be entitled to the whole of its attorney fees, as provided in N.C. Gen. Stat. section 6-21.6.

Description – TPO Proposal

Date: 02/02/2023

□ Scope of Work (Flat Roof Area Within Red Lines):

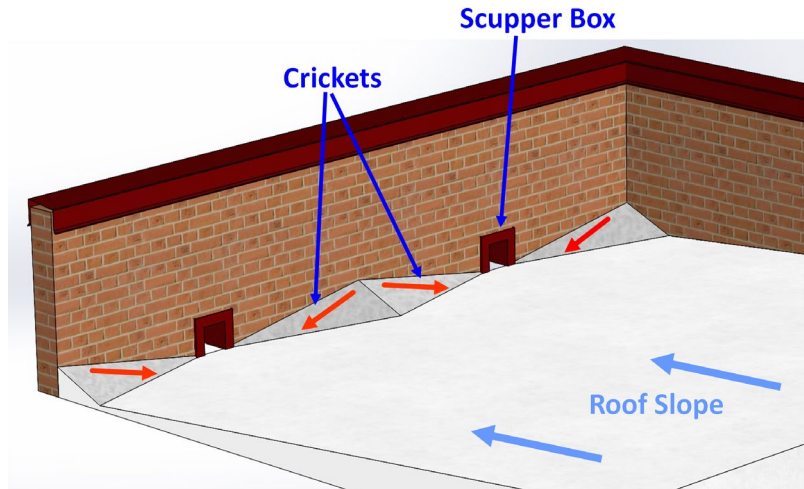


1. Provide all licenses and insurance to complete the project.
2. Perform pre-construction meeting to discuss set up, staging area for equipment, loading of the roof, appropriate work hours, safety and production projections.
3. Set up equipment, materials, safety lines at all roof perimeters, and ground loading/dumpster area.
4. Provide all dumpsters and dump fees for the removal of the roofing debris.
5. Remove existing roof systems down to BUR base sheet and dispose.
6. Remove existing edge metal and **recycle**.
7. Clean and inspect roof deck; in the event deck repairs are needed, this work would be an additional cost.

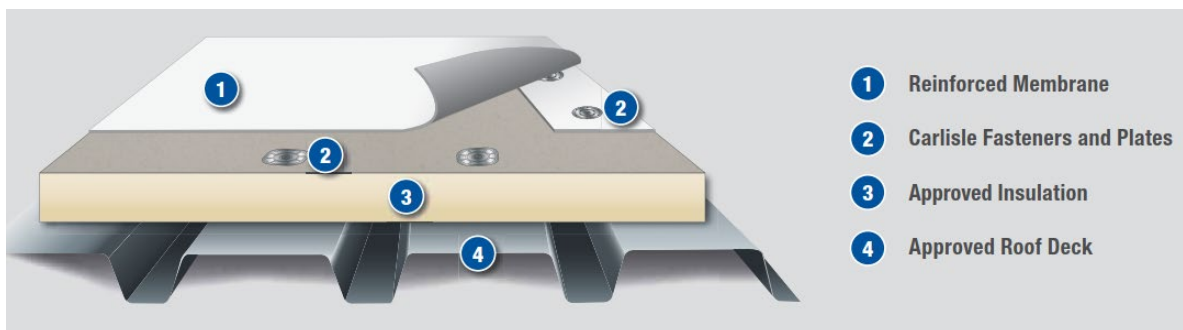
Description – TPO Proposal

Date: 02/02/2023

8. Provide and install new tapered crickets between scuppers to eliminate ponding water.



9. Provide and install new 2.6" Polyiso insulation (R-15), mechanically fastened per manufacturer's specifications.
10. All vent pipes will be extended as required to sit 8" above finished roof deck per code.
11. Provide and install new Carlisle white 60 Mil TPO roof membrane, mechanically fastened per manufacturer's specifications.



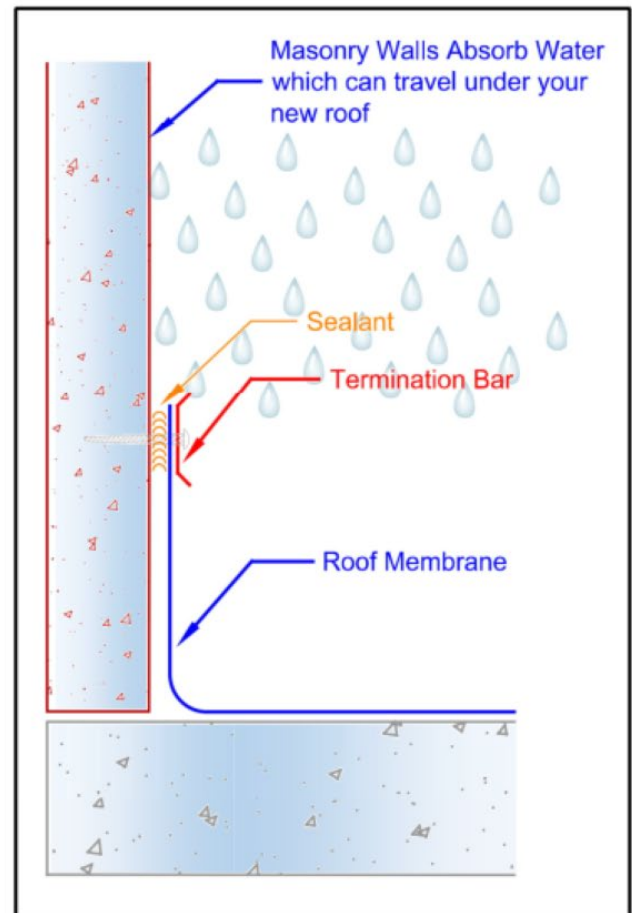
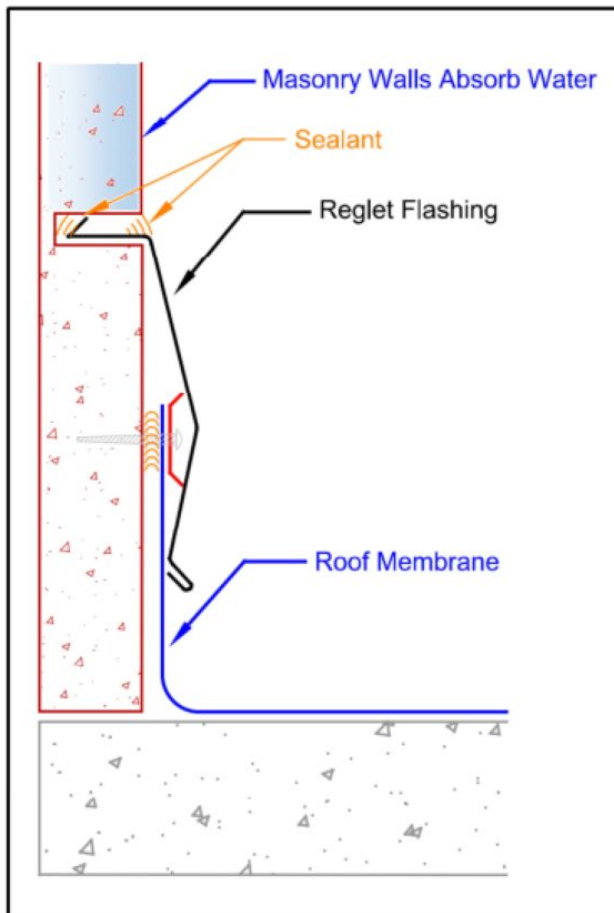
12. All roof top penetrations will be flashed with new Carlisle TPO membrane flashings according to manufacturer's specifications.

Description – TPO Proposal

Date: 02/02/2023

13. Reglet Flashing at Roof to Masonry Wall Transitions:

- Nearly all masonry materials are porous and will absorb and wick significant amounts of water. To prevent this moisture from transferring from the vertical wall to the underside of your new roof, reglet flashing will be installed.
- Metal reglet flashing which covers the membrane transition is inserted into a groove cut into the wall. The flashing is sealed with a bead of single-ply roofing sealant.



Note: Some details omitted for clarity

Description – TPO Proposal

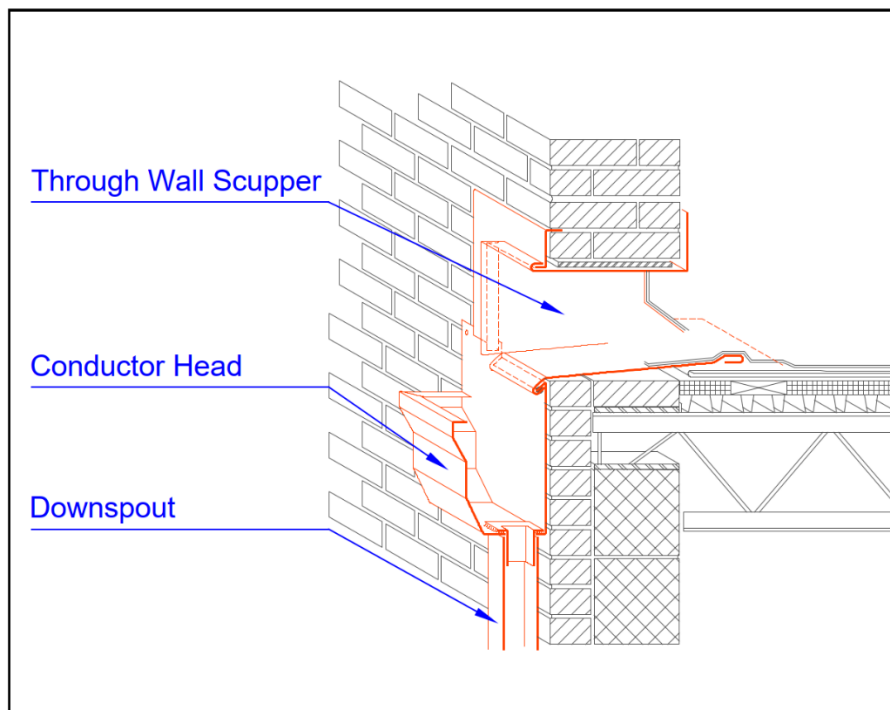
Date: 02/02/2023

14. Parapet Walls:

- Membrane will be secured at the base of the wall with membrane plates and screws every 12" to prevent it from pulling away over time.
- Membrane will be fully adhered to all walls 18" or taller.
- Membrane will be run up and over the wall to a 3" face drip edge.

15. At existing scupper locations:

- Provide and install new custom fabricated scupper boxes formed with White TPO coated metal.
- Provide and install Face Plates for the scupper boxes formed with 24-gauge metal.
- Weld membrane to scupper boxes, flash and seal per manufacturer's specifications.
- Provide and install new 24-gauge conductor heads and downspouts.
- Finish: 24-gauge metal to be Dark Bronze Kynar Finish (other colors available upon request).



16. Perform a final walk through with a Building Representative upon completion.



Proposal

Waynesville Old Armory
44 Boundary St.
Waynesville, NC 28786

Description – TPO Proposal

Date: 02/02/2023

Total Investment: \$45,750.00

*** System Includes 20 Year Carlisle Material Warranty ***

*** System Includes 2 Year Workmanship Warranty ***

A full site cleanup will be performed upon the completion of each workday.

All skilled labor, material, tools needed, ladders, scaffolding, and safety equipment is included.

Proposal based upon roof onsite inspection.

Exclusions:

- Any and all items not stated in the proposal.
- Quote does not include testing or removal of hazardous materials, such as lead and asbestos.
- Satellite dishes (if present) will be replaced approximately in their original locations, re-alignment not included.
- HVAC work: raising curbs, disconnecting or reconnecting ducts or lines not included.
- Electrical, carpentry, framing, painting or plumbing work not included.
- Carpentry, deck repairs and wood blocking not included except as stated.
- Repairs to new roof due to damage by other trades.



Proposal

Waynesville Old Armory
44 Boundary St.
Waynesville, NC 28786

Description – TPO Proposal

Date: 02/02/2023

Payment Terms:

- 50% due upon agreement execution.
- Balance due upon completion.

Prices valid for 15 days.

This proposal is executed _____ day of _____, 2023.

Owner/Representative

WNC Roofing, LLC.

NC License #72262

SC License #118658

Carlisle License #263657

Description – TPO Proposal

Date: 02/02/2023

TERMS & CONDITIONS

- 1. Scope of Work.** The Scope of Work shall be as detailed in the Proposal provided by Contractor. Contractor agrees to perform the work within a reasonable time after execution of this Agreement, and to complete the work in a good and workmanlike manner.
- 2. Price and Payment.** The Price of this Project shall be in the amount shown and scheduled in the Proposal. Invoices shall be paid in full within five (5) days of Owner's receipt of them (Unless otherwise agreed). Any payment that goes unpaid for a month or more carries a 1% monthly service fee on all prior amounts owed, which Contractor may reflect on invoices in its own discretion without waiving.
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- 4. Stoppages for Non-Payment.** If any payment is not made when due, Contractor may elect, in its sole discretion, to suspend all work on the Project until all outstanding payments are made in full. Allegations by Owner of sub-standard work shall not serve as justification for non-payment or delayed payment of any invoices.
- 5. Default and Termination.** If Owner believes Contractor is materially failing to perform the Work, then Owner must send Contractor a written Notice of Default explaining the facts constituting Contractor's material failure to perform. Contractor shall have thirty (30) days from the date of such Notice of Default to then establish, by performing necessary work, that Contractor has substantially corrected any alleged failures of performance. Owner may only terminate this Agreement if Contractor fails to cure the items in the Notice of Default within the allotted time.

Contractor may terminate this Agreement at any time if Contractor in good faith determines that Owner is in material breach of this Agreement, including through non-payment of funds due, or has otherwise repudiated the Agreement. Under no circumstances shall Contractor's election not to enforce or delay in enforcement of this clause constitute a waiver of it.

- 6. Limitation of Damages.** Except for damages related to or resulting from either intentionally or recklessly tortious conduct on the Contractor's part, OWNER HEREBY WAIVES ALL INDIRECT AND CONSEQUENTIAL DAMAGES.



Proposal

Waynesville Old Armory
44 Boundary St.
Waynesville, NC 28786

Description – TPO Proposal

Date: 02/02/2023

7. **Choice of Law; Forum.** This Agreement is governed under the laws of the State of North Carolina. Any action to enforce this Agreement shall be brought in Henderson County, North Carolina.

8. **Attorney Fees.** If Contractor must bring an action for unpaid invoices and prevails in the action, then Contractor shall be entitled to recover Contractor's attorney fees equal to 15% of the outstanding balance owed at the time of suit. This Agreement, in conjunction with any unpaid invoices, constitutes an evidence of indebtedness for purposes of N.C. Gen. Stat. section 6-21. Additionally, in any action to enforce this Agreement, the prevailing party shall be entitled to the whole of its attorney fees, as provided in N.C. Gen. Stat. section 6-21.6.

9. **Price Escalation Clause For Materials.** Material prices are currently volatile and lead times are long. Should there be an increase in the price of materials that are purchased after execution of contract for use in this construction project that exceed the budgeted cost, the Owner agrees to pay that cost increase to WNC Roofing.

WNC Roofing agrees to use their best efforts to obtain the lowest possible prices from available building material suppliers. Any claim by WNC Roofing for payment of a cost increase, shall require written notice delivered by the WNC Roofing to the Owner stating the increased cost, the building materials in question, and the source of supply, supported by supported by price quotations, invoices or bills of sale.



Project: Town of Waynesville Armory

Date: September 5, 2023

Re: EPDM Roof – Silicone Roof Coating System – 44 Boundary St. Waynesville, NC

Proposal Number: 23-743

This proposal includes all labor, materials, and equipment to complete the installation of roof coating system:

- Apply Everest Silkoxy H3 Silicone Roof Products to existing Single Ply roofing: 2,100 sqft +/-

Scope of Work:

- Power wash entire roof using 3500 PSI and environmentally friendly cleaners to remove contaminants and build up from the surface. Everest Systems AF Cleaner or comparable will be applied at a rate of 500 sqft per gallon. The cleaner will be allowed to dwell prior to being washed off. This ensures a clean surface so that the coatings can gain proper adhesion.
- Remove all ponding water and allow roof surface to dry.
- Damaged areas on the roof will be repaired. This may include seams that may have opened, tears on the existing membrane, areas of saturated insulation, or specific spots as directed by Everest Inspectors. *This includes only surface repairs.*
 - *Cutting into roof and replacing wet iso will be performed on a T&M Budget if selected.*
- Seams, penetrations, repair areas, and flashing prep – Over all open seams and all flashings we will utilize a 3-course system with polyester fabric embedded into Everest Systems Silkoxy Silicone Flashing Grade Sealant to ensure any weak point on the current membrane will be fully sealed prior to any top coatings being applied. *3-Course System – Seam sealer, fabric, & more seam sealer – This constitutes a “fully reinforced” area.*
- Reinforcing will be performed around HVAC units, roof drains, penetrations, and any other transition on the roof that may be deemed a potential trouble spot.
- Areas of ponding water will receive a flood coat of Everest Silkoxy H3 high solids silicone at a rate of 1 gallon per 100 sqft; while wet 40” roofing scrim will be embedded, and a second layer of silicone will be applied at a rate of 1 gallon per 100 sqft. This full reinforcing will only be done in areas of ponding.
- Install Everest Silkoxy H3 high solids silicone to the entire roof surface, curbs, flashings, parapet walls, and penetrations at a total rate of 2.5 gallons per 100 sqft for the optional 10 Year Material & Labor Warranty.

- If a warranty option is selected, the roof will now receive an inspection from a third-party consulting firm to confirm proper application of the system.
- Clean up and remove all debris as needed.

Advantages of Silicone Roof Coating Systems:

Everest Silicone is a High Solids, solvent-free silicone. It is inorganic and not sacrificial, meaning it won't diminish in thickness over time like acrylics, urethanes, asphalts or other solvent-based products do. Everest is UL and FM approved over multiple substrates. While it can go over other coatings, only silicone can be used over itself, giving you protection for future coating work. It is a fully sustainable and renewable system that can be cleaned and recoated at the end of the warranty period to renew the same warranty. Coatings are treated as a roof maintenance system and can therefore go over 2 roofs without required tear-off and can be written off by the owner in 1 to 2 years, as opposed to a new traditional roof system that is depreciated over decades – *contact accounting department for clarity.*

PRICING: *includes all labor, materials, sundries, inspections, and warranty fee*

- Everest Silicone System with 12-month Contractor Only Warranty

System Cost	\$11,450.00
Tax	\$802.00
TOTAL:	\$12,252.00 (Initial _____)

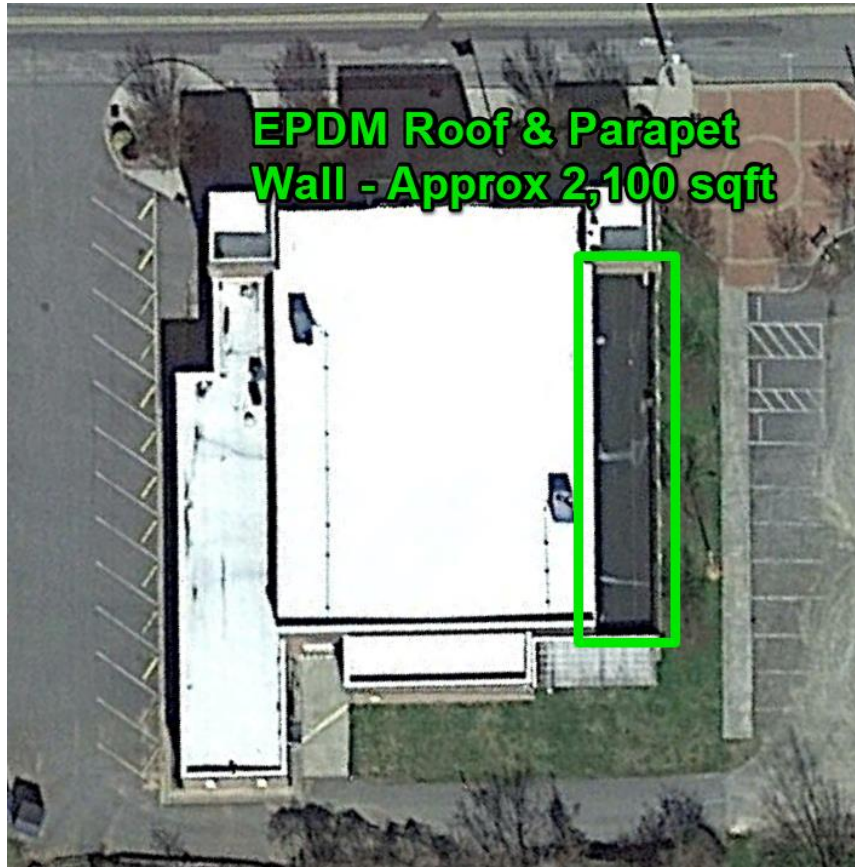
Option to add extended 10 Year Material & Labor Warranty – ADD: \$2,600.00 (Initial _____)
- Insulation Repair – We can make a three-sided cut into membrane, fold back, remove wet iso and install new, then fold back in place and seal. This work is performed on a Time and Material Basis of \$65 per man hour, plus materials. **Should be minimal to none based off survey.**
 - Time & Material – As needed: \$65.00 per hour plus material (Initial _____)

Custom Coatings Inc. has been nationally recognized as a “Peak Performer” and as “Contractor of the Year” from our various roof coatings suppliers. I am confident we can install this system and provide you with an excellent roof coating system that will stop the leaks and improve the performance of your roof dramatically and for many years to come. Thank you and please contact me with any questions at (828) 326-0953.

Patrick Stilwell

ACCEPTED BY: _____ **DATE:** _____

Payment terms: *70% Billed when material is ordered prior to job start; remainder billed at full completion. Invoices due NET 15 days. Pricing valid for a period of 45 days due to extreme volatility in the raw materials market.*



Owner Responsibilities

- Full access to the roof areas must be made available.
- Non-functional wiring and random pipes/wires must be removed prior to start of project.
- Contractor needs access to the job site Monday through Sunday between the hours of 6AM to 8PM. Normal holidays would be observed as "non-working" days by our work crews. Contractor requires sufficient access for staging of equipment and materials.
- All rooftop units and electrical equipment on the roof will be professionally locked out and tagged out to ensure worker safety.
- Contractor would require a fresh water supply within 200' of the roof at no cost to the contractor.
- Contractor would require a 110 volt, 20 amp power source within 200' of the roof at no charge to the contractor.
- Parking must be controlled around active work areas to avoid possible damage to automobiles.
- Retargeting of any/all satellite antennas is NOT the responsibility of Custom Coatings, Inc.
- Material will be stored on site. Owner agrees to have safe area where material can be locked up as needed.
- This proposal is being submitted without prior knowledge of asbestos or lead containing materials. If incurred during the project, or anytime in the future, all cost for abatement will remain the sole responsibility of the owner.

Insurance

Contractor will provide the owners with proof of General Liability and Workman's Compensation Insurance. The Contractor is not responsible for water damage of any type. Owner should verify that their insurance will cover any damage or loss due to water. Contractor is not responsible for driveway or parking lot damage as a result of construction activity.

Owner Representation

The owner represents and warrants that he or she has full authority to enter into a contract for construction on this property and has the funds available to pay the contract price or has made arrangements for acceptable finance terms.

Contractor

The contractor shall commence, perform and complete all construction on the property in strict accordance with this contract. The Contractor is an independent contractor and is not an employee of the property owner. The contractor warrants that all materials will be new. Contractor will not allow excessive waste materials to accumulate on the job site. Contractor will supervise and direct the work, using its best skill and attention on the job. Contractor shall furnish all materials unless agreed to in writing.



Project: Town of Waynesville Armory

Date: September 5, 2023

Areas: Exterior Washing, Caulking & Clear Masonry Sealer – 44 Boundary St. Waynesville, NC

Proposal Number: 23-744

This Proposal includes all labor, materials, and equipment to complete sealing and other work as follows:

- Front of Building with three towers: power wash, caulk joints cut & replaced, clear masonry sealer installed.

General Scope of Work:

Cleaning- all exterior surfaces will be cleaned to remove mildew and other contaminants using mild chemicals 3000-4000 psi from a pressure washer. We will use environmentally friendly detergents that will not harm plants or animals.

Prep- there are a few holes in the brick masonry that we will fill with an acrylic mortar patch material.

Caulking- all existing caulk will be cut out and fully removed. The joint will be cleaned out and side of masonry prepared. New neoprene backer rod will be installed, and then new urethane joint sealant will be installed to proper width-depth ratio.

Brick sealer- once the brick is cleaned, we will install Loxon 40% siloxane sealer on all brick surfaces in a saturation coat of approximately 80-100 square feet per gallon. The material will penetrate into the porous brick and mortar and add a layer of waterproofing protection.

Other Work- all surfaces not being coated will be protected during the painting process. We will cover the ground and protect your investment.

Guarantee- 100% Satisfaction is our goal.

PRICING: \$17,500.00 (Initial_____)

Thank you for contacting CCI about this project. After thirty-two years in business, we have the experience required to provide you with a long-lasting finished product. Please feel free to call me with any questions at 828-326-0953.

Patrick Stilwell

Signature: _____ **Date:** _____

Payment Terms: invoices due NET 15. Proposal valid for 60 days due to raw material market volatility.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: January 23, 2023**

SUBJECT: North Carolina Main Street and Rural Planning Center: Jody Nichols Main Street Champion Designation

AGENDA INFORMATION

Agenda Location: Presentation
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Beth Gilmore, Downtown Waynesville Director
Presenter: Jesse Fowler, Assistant Town Manager
Beth Gilmore, Downtown Waynesville Director

BRIEF SUMMARY

Jody Nichols has been an employee of the Town of Waynesville since 2008 and has been a building Inspector and Code Enforcement Officer in the Development Services Department since 2013. Outside of his regular job description, Mr. Nichols has gone above and beyond to assist the Downtown Waynesville Commission since even before it became a department of the Town's organization in 2021 when its function was still carried out by the 501(c)(3), The Downtown Waynesville Association. Downtown Waynesville is one of North Carolina's unique Main Streets that rests as a cultural gem in the mountains of Western North Carolina, and it is people like Jody Nichols that feed the positive spirit and joy that people find in our thriving Downtown, and Waynesville as a whole.

It is because of this that we would like to recognize Jody Nichols and his designation by the North Carolina Main Street and Rural Planning center as a Main Street Champion.

MOTIONS FOR CONSIDERATION

N/A

FUNDING SOURCE/IMPACT

N/A

MANAGER'S COMMENTS AND RECCOMENDATIONS

ATTACHMENTS:



NC DEPARTMENT
of COMMERCE
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

January 9, 2024

Dear Jody Nichols,

I am pleased to inform you that Waynesville has designated you as its 2023 North Carolina Main Street Champion. Each designated NC Main Street community was given the opportunity to select an individual, couple, civic organization, business partnership, or government entity that made a significant contribution to the success of their downtown in 2023. Designation as an NC Main Street Champion is a high honor, recognizing the efforts of individuals who have been instrumental in downtown revitalization. The NC Main Street Champion Ceremony is our tribute to you, in appreciation for all your hard work and dedication.

Champions will be individually recognized and presented with a certificate commemorating this honor at a special ceremony at the Paramount Theatre, located at 139 S. Center Street, Goldsboro, NC during the NC Main Street Conference on Thursday, March 14, 2024. Coffee with the Champions will take place from 10:30am -11:00am, with the NC Main Street Champion Ceremony starting at 11:00am.

Registration: ALL champions AND their guests must register online prior to the conference. You and your guests will pick up your name badge when you arrive at the Paramount Theatre. In the event you cannot attend the ceremony, please notify your local Main Street Director.

Champions AND Guests must register via the link below.
[2024 NCMS Champion Ceremony](#)

Again, congratulations and we hope to see you in Goldsboro.

Sincerely,

Elizabeth H. Parham, CMSM
Director, NC Main Street and Rural Planning Center

cc: Beth Gilmore

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 1/23/24**

SUBJECT: BearWise Presentation

AGENDA INFORMATION:

Agenda Location: Presentation
Item Number:
Department:
Contact: Jon Feichter
Presenter: Ashley Hobbs from the NCWRC

BRIEF SUMMARY: A resident reached out with concerns about increased bear activity in Town. The North Carolina Wildlife Resource Commissions offers educational opportunities to teach citizens how to safely cohabitate with bears.

MOTION FOR CONSIDERATION: N/A

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS: NCWRC BearWise presentation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

BearWise®

Recognition Requirements



BearWise: A Commitment and a Way of Life

Why become [BearWise](#)®? The most important reason to become BearWise is to protect both people and bears. BearWise helps people live responsibly with black bears. When people intentionally or inadvertently feed bears, both people and bears lose. Black bears are naturally shy and wary of people. However, when bears have easy access to non-natural foods such as garbage, pet food, and bird seed, they become habituated and may seek out places where these foods are abundant, putting bears uncomfortably close to people. Fortunately, most unwanted encounters with bears are preventable.

BearWise communities commit to co-existing responsibly with bears, securing all potential food sources, and knowing when and how to report bear activity.



Benefits of Bearwise Communities*

- Reduce human-bear conflicts,
- Increase residents' confidence in enjoying the outdoors in their neighborhoods,
- Attract fewer raccoons, rodents, and other undesired wildlife,
- Empower residents to be involved in finding solutions to wildlife encounters, and
- Receive recognition for high standards of safety and prevention of human-bear conflicts.

5 Steps to Become BearWise Recognized*

Step 1: Investigate

- Assess if bears are in the area and possibly getting into human-provided attractants such as garbage, pet food, and bird feeders.
- Consult with N.C. Wildlife Resources Commission (NCWRC) staff (bearwise@ncwildlife.org) regarding bear issues in your community and North Carolina's BearWise Recognition Program.

*A BearWise-Recognized community is defined as a neighborhood, town, business, campground, park, college, or other type of land-based organization.



Step 2: Organize

Contact the NCWRC at bearwise@ncwildlife.org to express interest in becoming BearWise Recognized and learn more about the requirements for recognition.

- Host a neighborhood meeting to introduce BearWise and discuss recognition.
- Request a BearWise presentation from NCWRC staff.
- Discuss bear issues with your neighbors.

Step 3: Establish a BearWise Liaison

- Designate a BearWise Liaison to serve as the point of contact between your community/business and the NCWRC.
- BearWise Liaisons are not vigilantes or law enforcement officers. They alert their neighbors to ways to resolve current issues and report bear incidences if needed.

Step 4: Implement BearWise Recognition Requirements

- Each community is unique, as such, the BearWise Liaison and other community members must work with the NCWRC to determine the best way to implement the requirements below to become a BearWise-recognized community.
- Bearwise recognition requirements are:
 1. Identify and secure all potential food sources and attractants. Including but not limited to: bird feeders, garbage, pet food, compost piles and any other human-provided attractants
 2. Educate current and new community members on how to prevent and respond to human-bear interactions.
 3. Develop a system to alert community members to non-compliance issues and maintain BearWise-recognized practices. Establish protocols for when and how to report bear activity to neighbors and the NCWRC.
- Continual compliance to the requirements is necessary to ensure the continuation of BearWise Recognition status.
- The NCWRC can provide example ordinances from other BearWise communities.

Step 5: Recognition

- Once the three BearWise Recognition requirements have been implemented, contact the NCWRC to be officially recognized.
- The NCWRC will work with recognized BearWise communities on signage that can be displayed showing they are BearWise Recognized.
- To maintain recognition, work with NCWRC staff to ensure continual compliance with the requirements.



Fred McCormick



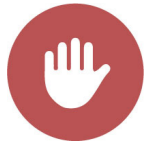
Helping People Live Responsibly with Black Bears

Learn more: bearwise.org



Be BearWise AT HOME

Six At-Home BearWise Basics



Never Feed or Approach Bears

Intentionally feeding bears or allowing them to find anything that smells or tastes like food teaches bears to approach homes and people looking for more. Bears will defend themselves if a person gets too close, so don't risk your safety and theirs!



Secure Food, Garbage and Recycling

Food and food odors attract bears, so don't reward them with easily available food, liquids or garbage.



Remove Bird Feeders When Bears Are Active

Birdseed and grains have lots of calories, so they're very attractive to bears. Removing feeders is the best way to avoid creating conflicts with bears.



Never Leave Pet Food Outdoors

Feed pets indoors when possible. If you must feed pets outside, feed in single portions and remove food and bowls after feeding. Store pet food where bears can't see or smell it.



Clean & Store Grills

Clean grills after each use and make sure that all grease, fat and food particles are removed. Store clean grills and smokers in a secure area that keeps bears out.



Alert Neighbors to Bear Activity

See bears in the area or evidence of bear activity? Tell your neighbors and share information on how to avoid bear conflicts. Bears have adapted to living near people; now it's up to us to adapt to living near bears.

Black bear is a species; common colors include black, brown and cinnamon.



Learn More:
BearWise.org

Helping People Live Responsibly with Black Bears



TOWN OF WAYNESVILLE Town Council
REQUEST FOR COUNCIL ACTION
Meeting Date: January 23, 2024

SUBJECT: Budget Amendment for Haywood County Arts Council Grant Awards

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Finance

Contact: Misty Hagood, Finance Director

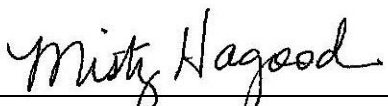
Presenter: Misty Hagood, Finance Director

BRIEF SUMMARY: The DWC has been awarded two grants that require a budget amendment for us to record the revenue and expend the funds. The awarded grants are listed below:

Haywood County Arts Council Grants	
• Mural	\$5,000
• Haywood Heritage Weekend	\$5,707

MOTION FOR CONSIDERATION: To approve the budget amendment as presented.

FUNDING SOURCE/IMPACT: These projects will be funded with the grant funds.

	1/16/2024
_____ Misty Hagood, Finance Director	_____ Date

ATTACHMENTS:

1. Budget Amendment

Ordinance No. O-8-24

Amendment No. 16 to the 2023-2024 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville, wishes to amend the 2023-2024 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2023-2024 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Grants (Haywood County Arts Council Grants)	
Mural	\$5,000
Haywood Heritage Weekend	\$5,707

Increase the following appropriations:

Downtown	\$10,707
----------	----------

Adopted this 23rd day of January 2024.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 1/23/24**

SUBJECT CDBG-I Grant- Engineering Contract

AGENDA INFORMATION:

Agenda Location: Old Business

Item Number:

Department: Administration

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY : The Town received a \$1,009,543 Community Development Block Grant- Infrastructure (CDBG-I) to replace sewer lines in Sawyer Street. The grant requires that the Town draft, advertise and select an Engineering firm for the project. The NC process requires that a municipality select a firm based on their experience providing the services required for the project. The Town must also advertise the service to “Historically Underrepresented Businesses (HUB). Once the municipality has chosen the most qualified firm, they enter into contract negotiations. The Town staff carried out the steps required by the law and recommended McGill Associates to the Council to provide the engineering, design, bidding and construction administration to the Council. At their January 9th meeting, the Council approved the selection of McGill Associates and ordered the staff to negotiate a contract. This particular grant has established an engineering budget for the project so a “lump sum” contract will be used. The “lump sum” for the engineering contract is \$156,468. This includes surveying, engineering, design, permitting, bid and award, construction observation and administration.

MOTION FOR CONSIDERATION: Approve a \$156,468 contract to carry out engineering services for the Town’s CDBG-I contract.

FUNDING SOURCE/IMPACT: Sewer

ATTACHMENTS: Project budget.

MANAGER’S COMMENTS: The Town reviewed the RFPs of three engineering firms and determined that McGill Associates was the most qualified using a scoring system developed by the NC Department of Environmental Quality. The contract that is before you is outlined in the project budget of the grant. The Town will also contract for a “Grant Administrator”. Their schedule of work parallels those of the engineer but involves other program requirements apart from the design and construction of the sewer line. The grant administration contract appears as another agenda item.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Candace Poolton, al (828) 452-2491 o en 16 South Main Street, Waynesville, NC 28786 de alojamiento para esta solicitud.

PRELIMINARY OPINION OF PROBABLE COST					
SOUTH WAYNESVILLE WATER AND SEWER IMPROVEMENTS - PHASE I					
TOWN OF WAYNESVILLE, HAYWOOD COUNTY, NORTH CAROLINA					
AUGUST 2023					
ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	3%	\$ 20,330
2	8" Gravity Sewer Line Extension	1,435	LF	\$ 170	\$ 243,950
3	New 4' Gravity Sewer Manhole	6	EA	\$ 5,700	\$ 34,200
4	Connect to Existing Manhole	1	EA	\$ 5,700	\$ 5,700
5	Asphalt Road Trench Repair	1,840	LF	\$ 95	\$ 174,800
6	New Sewer Service	24	EA	\$ 4,500	\$ 108,000
7	Reconnect Existing Sewer Service Lines	12	EA	\$ 3,500	\$ 42,000
8	8" Gravity Sewer Line Replacement	405	LF	\$ 170	\$ 68,850
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
CONSTRUCTION SUBTOTAL					\$ 697,830
CONTINGENCY					\$ 69,783
CONSTRUCTION & CONTINGENCY SUBTOTAL					\$ 767,613
ENG	SURVEYING				\$ 14,000
ADMIN	PRELIMINARY ENGINEERING				\$ 10,000
ADMIN	ENVIRONMENTAL				\$ 10,000
ENG	ENGINEERING DESIGN AND PERMITTING				\$ 80,468
ENG	BID AND AWARD				\$ 9,000
ENG	CONSTRUCTION OBSERVATION & ADMINISTRATION				\$ 53,000
TOWN	LEGAL/ADMINISTRATIVE/EASEMENTS				\$ 9,000
ADMIN	GRANT ADMINISTRATION				\$ 56,462
TOTAL PROJECT					\$ 1,009,543

ENGINEERING

\$ 14,000
80,468
9,000
53,000

\$ 156,468

GRANT ADMINISTRATION

\$ 10,000
10,000
56,462

\$ 76,462

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made and entered into this the _____ day of January 2024 by and between the Town of Waynesville (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **South Waynesville Sanitary Sewer Improvements – Phase 1** and

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1** The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in appropriate phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.

- 1.2** The ENGINEER shall provide appropriate personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All appropriate services rendered hereunder shall be performed by the ENGINEER or under his/her supervision and the personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.

- 1.3** The ENGINEER shall assist the OWNER in pursuing approvals and permits from appropriate governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with appropriate existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include appropriate requirements hereunder in any subcontract written by him/her in association with this Agreement.
- 1.6 The Engineer shall comply with the CDBG Contract Provisions included in the attached Exhibit "B".

SECTION 2 - BASIC SERVICES

2.1 ENGINEERING DESIGN/PERMITTING/SURVEYING:

- 2.1.1 **PROJECT DESCRIPTION:** The project includes the installation of approximately 1,500 linear feet of new 8" sanitary sewer collection line, associated manholes, approximately 36 sanitary sewer services, and all other associated repair and surface restoration along Sawyer and Explorer Streets.
- 2.1.2 Consult with the OWNER to determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.
- 2.1.3 Coordinate and conduct an initial design coordination meeting with any other applicable parties as needed for the purpose of defining the project schedule, coordinate various plans and improvements and discuss pertinent matters related to the project and the location of the proposed project components.
- 2.1.4 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including design functions, surveying, and coordination for construction sequencing of the project as determined in an initial scoping meeting.
- 2.1.5 Review the design documents as described above with the OWNER for comments and approval throughout the design process.

- 2.1.6 Assist the OWNER in pursuing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. These include the North Carolina Department of Environmental Quality Division of Water Resources and Division of Water Infrastructure and a possible railway encroachment modification with the appropriate rail carrier.
- 2.1.7 Provide plans and specifications to assist the OWNER in pursuing encroachment agreements from public bodies necessary for satisfactory construction of the project.
- 2.1.8 Coordinate the provision of any subsurface or structural investigations or other types of testing and analysis needed for proper design within the initial scope of the project. Actual cost of investigations performed are to be paid separately by the Owner or shall be considered additional services.
- 2.1.9 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate based on the final design documents.
- 2.1.10 Furnish copies of the final design documents as required to accomplish the design phase.

2.2 BIDDING AND AWARD

Note: This Agreement is based on all work being included in one (1) single construction contract and one (1) bid period and bid opening. If multiple bid openings are required, the ENGINEER will be compensated as described in Section 3, Additional Services.

- 2.2.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.2.2 Coordinate public bid advertisement issuance. Actual publication costs to be paid separately by the OWNER.
- 2.2.3 Coordinate the distribution of bid documents to prospective bidders.
- 2.2.4 Attend a pre-bid conference and prepare meeting minutes.
- 2.2.5 Respond to bidder questions and prepare and coordinate issuance of Addenda as required.
- 2.2.6 Consult with and advise the OWNER as to the acceptability of Contractors who submit bids and make recommendations as to the lowest responsive and responsible bidder.

- 2.2.7 Assist the OWNER in the preparation of the Notice of Award to the selected Contractor.
- 2.2.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.2.9 Schedule a preconstruction conference with the OWNER, Contractor, ENGINEER and other applicable parties.

2.3 CONSTRUCTION OBSERVATION AND ADMINISTRATION:

- 2.3.1 Provide periodic project observation to monitor the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations by an experienced and qualified professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and disapprove or reject any work failing to conform to the Contract Documents. This Agreement is based on an assumed construction time of 150 calendar days and further assumes that site visits will be made approximately three (3) days per week on average for the construction period. A total of four progress meetings are included based on the assumed construction period.
- 2.3.2 Coordinating construction materials testing, as required. Any materials testing fees will be paid directly by the Owner.
- 2.3.3 Prepare change orders as required and require special inspection or testing of the work if necessary.
- 2.3.4 Review for approval shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.3.5 Based on on-site observations by an experienced and qualified professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and

belief the quality of the work is in accordance with the Contract Documents.

- 2.3.6 Conduct a final site visit with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations as appropriate thereunder so that the ENGINEER may recommend for approval to the OWNER final payment to each Contractor.
- 2.3.7 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished to the ENGINEER.
- 2.3.8 Prepare the Engineer's certification for completion of the project and submit the certification on behalf of the OWNER to the appropriate agencies.
- 2.3.9 Provide or make available to the OWNER appropriate project files and information to effect project closeout.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1** Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, change orders, or character of construction.
- 3.2** Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3** Preparing or assisting with additional funding applications besides that described in this Agreement.
- 3.4** Preparing additional engineering reports besides that described in this Agreement.
- 3.5** Providing bidding services related to multiple bidding periods and bid openings.

- 3.6** Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work.
- 3.7** Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.8** Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.9** Payment of bid advertisement publication fees, permit application fees, or any other fees.
- 3.10** Design revisions needed to accommodate changes requested by the OWNER during easement acquisitions, or after design alignments have been previously agreed upon by the OWNER.
- 3.11** Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 3.12** Preparation of environmental assessment, environmental impact statements, archaeological or biological surveys, US Fish and Wildlife Service formal consultation, or any other environmental surveys or investigations not specifically described in the Basic Services.
- 3.13** Assisting the OWNER in pursuit of compliance with the construction work warranty period.
- 3.14** Geotechnical or subsurface investigations costs.
- 3.15** Sewer line closed circuit television video inspections and sewer line cleaning.
- 3.16** Assisting the OWNER with the OWNER Responsibilities described in Section 4 of this Agreement.
- 3.17** Material testing fees.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

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

- 4.10** Bear costs associated with permit application fees, and furnish approvals and permits from appropriate governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.
- 4.12** Geotechnical or subsurface investigations costs; material testing fees.
- 4.13** Costs associated with sewer line closed circuit television video inspections and sewer line cleaning.
- 4.14** Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.15** Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

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

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 shown below. All fees are lump sum unless otherwise noted.

Engineering Design/Permitting/Surveying (Section 2.1)	\$94,468
Bidding and Award Phase (Section 2.2):	\$ 9,000
Construction Observation and Administration (Sections 2.3):	\$53,000

6.2 PAYMENT FOR ADDITIONAL SERVICES

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

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement. Payments are due within thirty (30) days of receipt of invoice.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty (60) days after receipt of the ENGINEER's invoice therefor, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and

for any unpaid reimbursable expenses.

- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.
- 6.4.4 The ENGINEER shall be entitled to adjust annually the Basic Fee Schedule utilized for ENGINEER's services.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

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

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements

hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 DISPUTE RESOLUTION

7.3.1 OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of paragraph 7.3.2 or other provisions of this Agreement, or exercising their rights of law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of paragraph 7.3.2 of this Agreement.

7.3.2 Mediation: OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation by a party mutually agreed to be both the OWNER and the ENGINEER. OWNER and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within calendar 120 days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution procedure of their choice, or (2) either party may seek to have the dispute resolved by a court of competent jurisdiction.

7.4 ESTIMATES

7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his/her estimates for cost for the Project provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him/her.

7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) direct the ENGINEER to modify the drawings and specifications as necessary to bring the Project construction cost within the cost limit. The providing of such service shall be the limit of the

ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his/her services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

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

7.6 SUCCESSORS AND ASSIGNS

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

7.7 SEVERABILITY AND WAIVER

If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

7.8 GOVERNING LAW

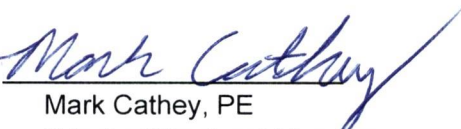
The law of the State of North Carolina shall govern this Agreement and the legal relations of the parties.

7.9 **ENTIRE AGREEMENT**

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

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

ENGINEER: MCGILL ASSOCIATES, P.A.

By: 
Mark Cathey, PE
Principal/Regional Manager

OWNER: TOWN OF WAYNESVILLE

(SEAL)

By: _____
Rob Hites
Town Manager

ATTEST: _____

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
Finance Officer

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

EXHIBIT "A"

BASIC FEE SCHEDULE

January 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$280			
Principal – Regional Manager – Director	\$235	\$240	\$255	\$265
Practice Area Lead	\$205	\$225	\$235	\$250
Senior Project Manager	\$210	\$225	\$230	\$235
Senior Engineer	\$210	\$225	\$230	\$235
Project Manager	\$180	\$195	\$200	\$205
Senior Project Engineer	\$180	\$195	\$200	\$205
Project Engineer	\$145	\$155	\$165	\$175
Engineering Associate	\$125	\$130	\$135	\$140
Planner- Consultant – Designer	\$125	\$140	\$165	\$175
Engineering Technician	\$115	\$125	\$135	\$145
CAD Operator – GIS Analyst	\$95	\$105	\$115	\$125
Construction Services Manager	\$150	\$160	\$175	\$195
Construction Administrator	\$120	\$135	\$145	\$155
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$120	\$135	\$145	\$155
Construction Field Representative	\$95	\$110	\$120	\$135
Environmental Specialist	\$95	\$105	\$110	\$115
Administrative Assistant	\$80	\$85	\$95	\$110
Survey Party Chief	\$95	\$110	\$125	\$145
Survey Field Technician	\$80	\$85	\$90	\$95

EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$30/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

EXHIBIT "B"
CDBG CONTRACT PROVISIONS

Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490.

The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of

Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

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

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

Legal Remedies Provision and Termination Provision

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards Contracts. *other than small purchases shall contain provisions or conditions which will apply for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.*

- 1) Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards. *All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.*

Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 1/23/24**

SUBJECT : CDBG-I Grant Administration Contract

AGENDA INFORMATION:

Agenda Location: Old Business

Item Number:

Department: Administration

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY : The Town received a \$1,009,543 Community Development Block Grant- Infrastructure (CDBG-I) to replace sewer lines in Sawyer Street. The grant requires that the Town draft, advertise and select a Grant Administrator for the project. North Carolina Department of Environmental Quality (DEQ) requires that a grant recipient select a firm based on a scoring scale outlined in their contract with the State. The Town must advertise the Request for Proposals in the local news media and to “Historically Underrepresented Businesses (HUB). A committee of Town staff reviewed the proposals and scored them as per the State criteria. The committee recommended McGill Associates as the Grant Administrator to the Council. At their January 9th meeting, the Council approved the selection of McGill Associates and requested the staff to negotiate a contract. This particular grant has established a project budget for the project. The allocation of funds for Grant Administration amounts to \$76,462. This includes the “Preliminary Engineering Report”, environmental analysis, and administering a number of Federal policies, citizen participation sessions, and drafting reports relating to the project. The Grant Administrator and Town Grant Representative will be the principal contacts with the DEQ staff.

MOTION FOR CONSIDERATION: Approve a \$76,462 contract to carry out Grant Administration for the Town’s CDBG-I contract.

FUNDING SOURCE/IMPACT: Sewer

ATTACHMENTS: Project budget.

MANAGER’S COMMENTS: The Town reviewed the RFPs of two firms and determined that McGill Associates was the most qualified using a scoring system developed by the NC Department of Environmental Quality, The contract that is before you is outlined in the project budget of the grant.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Candace Poolton, al (828) 452-2491 o en 16 South Main Street, Waynesville, NC 28786 de alojamiento para esta solicitud.

PRELIMINARY OPINION OF PROBABLE COST					
SOUTH WAYNESVILLE WATER AND SEWER IMPROVEMENTS - PHASE I					
TOWN OF WAYNESVILLE, HAYWOOD COUNTY, NORTH CAROLINA					
AUGUST 2023					
ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	3%	\$ 20,330
2	8" Gravity Sewer Line Extension	1,435	LF	\$ 170	\$ 243,950
3	New 4' Gravity Sewer Manhole	6	EA	\$ 5,700	\$ 34,200
4	Connect to Existing Manhole	1	EA	\$ 5,700	\$ 5,700
5	Asphalt Road Trench Repair	1,840	LF	\$ 95	\$ 174,800
6	New Sewer Service	24	EA	\$ 4,500	\$ 108,000
7	Reconnect Existing Sewer Service Lines	12	EA	\$ 3,500	\$ 42,000
8	8" Gravity Sewer Line Replacement	405	LF	\$ 170	\$ 68,850
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
CONSTRUCTION SUBTOTAL					\$ 697,830
CONTINGENCY					\$ 69,783
CONSTRUCTION & CONTINGENCY SUBTOTAL					\$ 767,613
ENG	SURVEYING				\$ 14,000
ADMIN	PRELIMINARY ENGINEERING				\$ 10,000
ADMIN	ENVIRONMENTAL				\$ 10,000
ENG	ENGINEERING DESIGN AND PERMITTING				\$ 80,468
ENG	BID AND AWARD				\$ 9,000
ENG	CONSTRUCTION OBSERVATION & ADMINISTRATION				\$ 53,000
TOWN	LEGAL/ADMINISTRATIVE/EASEMENTS				\$ 9,000
ADMIN	GRANT ADMINISTRATION				\$ 56,462
TOTAL PROJECT					\$ 1,009,543

ENGINEERING

\$ 14,000
80,468
9,000
53,000

\$ 156,468

GRANT ADMINISTRATION

\$ 10,000
10,000
56,462

\$ 76,462

AGREEMENT FOR CONSULTING SERVICES

This AGREEMENT, made and entered into this the _____ day of **January** 2024, by and between **the Town of Waynesville** (OWNER) and **McGill Associates, P.A.** (CONSULTANT).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **South Waynesville Sanitary Sewer Improvements – Phase I Project**, which has been assigned as generally described in Attachment "A", and

WHEREAS, the CONSULTANT desires to provide professional services in accordance with this Agreement, which is being funded by a Community Development Block Grant, and therefore the conditions included in Attachment "C" applies, and

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

SECTION 1 - GENERAL SERVICES

The CONSULTANT shall:

- 1.1** The CONSULTANT shall, as directed by the OWNER, provide professional consulting services for the OWNER in appropriate phases of the Project; serve as OWNER's professional consulting representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder. The CONSULTANT shall designate a representative to be the central point of contact with the OWNER during the work included herein.
- 1.2** The CONSULTANT shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All appropriate services rendered hereunder shall be performed by the CONSULTANT or under his/her supervision and the personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.
- 1.3** The CONSULTANT shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.4** The CONSULTANT shall comply with appropriate existing federal, state, and local laws and regulations regarding equal employment opportunity. The CONSULTANT is further obligated to include appropriate requirements hereunder in any subcontract written by him/her in association with this Agreement.

SECTION 2 - BASIC SERVICES

<u>ITEM</u>	<u>SCHEDULE</u>
1. Assist in the completion of: Environmental Information Document and Engineering Report in accordance with NC Department of Environmental Quality guidelines and notices and request for release of funds.	TBD
2. Attend all program Workshops and Training.	On-going
3. Assist the Town in developing and/or revising Compliance Documents. a) Citizen Participation Plan, with meeting language, b) Code of Conduct Resolution, c) Draft Project Ordinance, d) Compliance Procedures, e) Financial Management Plan f) Equal Opportunity and Procurement Plan, g) Section 3 Local Economic Benefit Plan, h) Section 504 Self-evaluation Survey and Transition Plan, i) Section 504 ADA Grievance, and Transition Plan, j) Residential Anti-displacement and Relocation Plan, k) Fair Housing Activities Plan, l) Fair Housing Complaint Procedure, m) Fair Housing Assessment and Analysis of Impediments for populations greater than 10,000, n) Language Access Plan, o) Language Access Plan - Four Factor Analysis, p) Procurement Policy, q) Floodplain Documentation, r) Optional Coverage Relocation Benefit Policy, s) Conflict of Interest and Ethics Statement, and t) Complaint, Grievance, and Compliance Statement.	TBD at Grant Startup
4. Setup all official grant records and project management files.	On-going
5. Coordinate with Town for the solicitation of contractor for construction	On-going
6. Report on Quarterly Fair Housing Activities.	On-going
7. Complete solicitation and reporting on use of minority, female and local contractors and workers	On-going
8. Reporting on benefits, construction activities, and financial transactions.	On-going

- 9. Reporting on benefits, construction activities, and financial transactions. On-going
- 10. Document and report Section 3 Solicitation and Participation On-going
- 11. In coordination with the Town's Project Manager, complete pre-construction conferences and complete meeting minutes. On-going
- 12. In coordination with the Town's Project Manager, complete site monitoring, review, and approval of all change orders, and process all requests for payments. On-going
- 13. Complete all Davis Bacon Requirements including: On-going
 - a. Secure wage rates,
 - b. Complete employee Interviews, and
 - c. Review all payroll reports.
- 14. In coordination with the engineers and the Town, review any change orders. On-going
- 15. In coordination with the engineers and the Town, review and process all requests for payment. On-going
- 16. Assisting in resolving and responding to citizens' complaints, concerns, and questions. On-going
- 17. Assist Town staff in meeting NC DEQ CDBG-I staff in: On-going
 - d. Contact for questions/procedures,
 - e. Interpretation of regulations and bulletins,
 - f. Preparation for monitoring visits and responding to findings,
 - g. Preparation of required reports, financial requisitions, and reports in conjunction with the Town's financial staff, including annual report.
- 18. Prepare all required reports for Town review and submission: On-going
 - h. Quarterly Performance Reports,
 - i. Semi-annual Labor Standards Reports,
 - j. Annual Debarment Report,
 - k. Semi-annual Compliance Report, and
 - l. Annual Performance Report (APR).
- 19. Attend and prepare all files and documents for each Monitoring Visit. On-going
- 20. Prepare grant closeout documents and closeout procedure for the Town's review and submission. On-going

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1** Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The CONSULTANT and OWNER agree that time is of the essence in order to meet funding deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the CONSULTANT, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the CONSULTANT unless preapproved by the OWNER.
- 3.2** Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.3** Providing engineering services for reports, preparation of design/bid documents, bidding, and construction administration necessary for completion of the project.
- 3.4** Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1** Participate in resolving and responding to citizens' complaints, concerns, and questions.
- 4.2** Review and execute requisition reports for submission to NC Department of Environmental Quality (CDBG-I).
- 4.3** Provide full information as to the requirements for the Project. Assist the CONSULTANT by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.4** Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.5** Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his/her services under this Agreement.
- 4.6** Managing financial requisition, reporting and audit requirements. Arranging for annual audit and final audit for the project. Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him/her under the construction contract.
- 4.7** Furnish or direct the CONSULTANT to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.8** Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same by agreement of the parties in advance of incurring any such costs.

SECTION 5 - PERIOD OF SERVICES

- 5.1** It is understood that work under this Agreement will commence upon execution and is expected to end upon completion of project closeout or the end of the funding contract, currently set to June 30, 2027, or as may be amended from time to time ("TERM").
- 5.2** Unless this Agreement has been terminated as provided in paragraph 7.1, the CONSULTANT will be obligated to render services hereunder during the TERM. The CONSULTANT may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the CONSULTANT shall provide the OWNER with a written schedule of completion for the services so authorized if requested.
- 5.3** If the Project is delayed significantly for reasons beyond the CONSULTANT's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE CONSULTANT

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 **The OWNER agrees to pay the CONSULTANT for Basic Services as outlined** in Section 2, the following lump sum fees, inclusive of all reimbursable expenditures.

Grant Administration, Environmental Report and Engineering Report	<u>Lump Sum</u> \$76,462
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6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the CONSULTANT for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the CONSULTANT assigned to the Project in accordance with the attached CONSULTANT's basic rate and fee schedule Attachment B, which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the CONSULTANT on account of his services and expenses within sixty (60) days after receipt of the CONSULTANT's invoice therefor, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due him/her on account of his/her services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the CONSULTANT on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the CONSULTANT shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the CONSULTANT will be paid for all his/her reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the CONSULTANT, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the CONSULTANT shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his/her service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

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

7.2 INSURANCE AND CLAIMS

- 7.2.1 The CONSULTANT shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least thirty (30) days in advance of any modification or termination of any insurance coverage.
- 7.2.2 AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.
- 7.2.3 COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall be carried to protect the CONSULTANT performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this agreement, whether such operations are performed by CONSULTANT or anyone directly or indirectly working for or on CONSULTANT'S behalf. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.

7.2.4 **WORKERS' COMPENSATION** - Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the CONSULTANT is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.2.5 **EXCESS / UMBRELLA LIABILITY** - Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less than \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.

7.3 **SUCCESSORS AND ASSIGNS**

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

7.4 **ENTIRE AGREEMENT**

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

7.5 **SEPARABLE PROVISION**

Should any provision of this Agreement be held to be judicially unenforceable for any reason, the remaining provisions shall have full force and effect.

7.6 **NOTICES**

All notices to the Town shall be sent to:
Rob Hites, Town Manager Town of Waynesville
16 South Main Street, PO Box 100
Waynesville, NC 28786
828-452-2491
rhites@waynesvillenc.gov

All notices to CONSULTANT shall be sent to
RJ Mozeley, PE
Senior Project Manager McGill Associates
1240 19th Lane, NW Hickory, NC 28601
828-328-2024
rj.mozeley@mcgillassociates.com

7.7 **DESIGNATED AGENTS**

The designated agent for contact and all matters related to this Agreement for the Town:
Elizabeth Teague; Development Services Director
Town of Waynesville
9 South Main Street
Waynesville, NC 28786
828-456-8647
eteague@waynesvillenc.gov

The designated agent for contact and all matters related to this Agreement for McGill Associates:
Karen Kiehna; Grant Administrator
McGill Associates
55 Broad St.
Asheville, NC 28801
828-252-0575
karen.kiehna@mcgillassociates.com

7.8 **SAFETY**

The parties hereby acknowledge that safety issues are of key importance to the Town and therefore CONSULTANT agrees to comply with all applicable safety policies and procedures of CONSULTANT, as well as those that are standard in the industry or service that is the subject of this Agreement, and CONSULTANT hereby agrees to fully indemnify Town and hold it harmless for any claims, liabilities, debts, or causes of action arising from CONSULTANT'S actions or inactions that are outside of the scope of this limited authority.

7.9 E-VERIFY PROVISION

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the CONSULTANT named below, and the CONSULTANT'S sub-Consultants, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

7.10 INDEMNIFICATION

- a. To the extent allowed by law, the CONSULTANT agrees to indemnify, hold harmless and defend the Town as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the CONSULTANT or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

- b. To the extent allowed by law, the Town agrees to indemnify, hold harmless and defend the CONSULTANT as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Town or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

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

McGILL ASSOCIATES, P.A.

By: Mark Cathey
Mark Cathey, PE
Vice President – Administration /
Asheville Office Manager

TOWN OF WAYNESVILLE

(SEAL)

By: _____
Rob Hites
Town Manager

ATTEST: _____

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
Finance Officer

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

ATTACHMENT "A"
PROJECT
UNDERSTANDING

Town of Waynesville – South Waynesville Sanitary Sewer Improvements

Project Description:

The project involves the upgrade and replacement of a portion of the existing sanitary sewer system in South Waynesville. The project starts at the intersection of Hendrix Street and Sawyer Street and follows Sawyer Street south to the dead end of Sawyer Street and Explorer St. The project area is located in the former Town of Hazelwood, which was annexed into the Town of Waynesville in 1995. Waynesville's records indicate that this portion of the sewer system is constructed of vitrified clay pipe (VCP), installed in the 1970s. The age and brittle nature of this clay pipe and brick manholes has allowed excessive infiltration and inflow (I/I) into the sewer collection system which has contributed to flow and effluent quality violations at the Town's wastewater treatment plant. The existing Sawyer Street Sanitary Sewer System ends at the third residential housing unit, (before the Sawyer Street Mobile Home Park). The project will include the extension of the Waynesville Sanitary Sewer System from the current end to the most southern end of Sawyer Street and the length of Explorer Street.

The project will install 1,435 LF of new extension along Sawyer Street and Explorer Street with installation of 6 new gravity sewer manholes, Connect to one existing manhole, installation of 24 new LMI eligible sewer service lines, reconnection of 4 existing sewer service lines and replacement of 405 LF of 8" gravity sewer line. All sewer line replacement and new sewer extension activities will be along Sawyer Street in addition to new sewer line extension along Explorer Street.

The project will serve 4 existing sanitary sewer served residences and 34 new residences, all located along Sawyer Street and Explorer Street. All new connections are within the Sawyer Street Mobile Home Park.

All 34 of the new sewer service lines connecting to new 8" sewer line and are within the Sawyer Street Mobile Home Park, and 24 of those new service connections will serve existing LMI households.

This project is being funded by a Community Development Block Grant from NC Department of Environmental Quality, Division of Water Infrastructure, CDBG-I Unit, in the Amount of \$1,009,543.

ATTACHMENT "B"
BASIC FEE SCHEDULE

January 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$280			
Principal – Regional Manager – Director	\$235	\$240	\$255	\$265
Practice Area Lead	\$205	\$225	\$235	\$250
Senior Project Manager	\$210	\$225	\$230	\$235
Senior Engineer	\$210	\$225	\$230	\$235
Project Manager	\$180	\$195	\$200	\$205
Senior Project Engineer	\$180	\$195	\$200	\$205
Project Engineer	\$145	\$155	\$165	\$175
Engineering Associate	\$125	\$130	\$135	\$140
Planner- Consultant – Designer	\$125	\$140	\$165	\$175
Engineering Technician	\$115	\$125	\$135	\$145
CAD Operator – GIS Analyst	\$95	\$105	\$115	\$125
Construction Services Manager	\$150	\$160	\$175	\$195
Construction Administrator	\$120	\$135	\$145	\$155
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$120	\$135	\$145	\$155
Construction Field Representative	\$95	\$110	\$120	\$135
Environmental Specialist	\$95	\$105	\$110	\$115
Administrative Assistant	\$80	\$85	\$95	\$110
Survey Party Chief	\$95	\$110	\$125	\$145
Survey Field Technician	\$80	\$85	\$90	\$95

EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$30/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

ATTACHMENT "C"
REQUIRED SUPPLEMENTARY CLAUSES, TERMS AND CONDITIONS

1. Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

2. Nondiscrimination Clause Section 109. Housing and Community Development

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

3. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

4. Section 504 of the Rehabilitation Act of 1973 as amended – Nondiscrimination on the Basis of Disability Section

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

5. Access to Records and Record Retainage Clause

- a. In general, all official project records and documents must be maintained during the operation of this project and for a period of five (5) years following closeout in compliance with 24 CFR §570.490.
- b. The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books,

documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

6. Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

7. Legal Remedies Provision and Termination Provision

- If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for all satisfactorily completed work. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner and Local Government for damages sustained by the Owner and Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due the Local Government from the Contractor is determined.

8. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this contract which the Town requests to be kept confidential shall not be made available to any individual or organization other than the Town, unless the Consultant is required by law to make said item or items available.

Further, the parties acknowledge and agree that the very nature of an independent contracting relationship exposes the Town to an even greater risk of improper disclosure of confidential information. Therefore, Consultant agrees not only not to disclose any of this information, but to take all measures necessary to ensure that an inadvertent disclosure of such information is not possible.

9. Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135,

and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10. Appendix II to Part 200-Contract Provision for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR

Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319,12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases

of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- f. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act. as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- g. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- h. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- i. See §200.322 Procurement of recovered materials.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 1/23/24**

SUBJECT Bids for Finance/Fire Department Renovation

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number:
Department: Finance/Fire
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY : The Council approved a \$150,000 budget to renovate the old Hazelwood Board Room and create new office space for the Finance and Fire Department. The plan consists of an office for the Finance Director, three offices for the Fire Department and a shared conference room. In addition to the Finance/Fire Department Renovation, the staff added a remodeling of the current Downtown Offices and adjacent vacant conference room. This space was initially planned as new office space for the HR Department. The bids were split with a separate quote for each space. Two bids were submitted, one from Modern Mountain Builders and the second from PBI Inc. PBI submitted the low bid of \$170,640.67 for the Finance/Fire and the HR renovation and Modern Mountain Builders submitted a bid of 241,664.00. The furniture for the renovations would be in excess of \$35,000. Given the project cost will be close to \$200,000 we recommend that the Council approve the bid for the Finance/Fire Renovation of \$131,343,71 and a furniture budget of \$35,000. The furniture will be purchased through State Contract. Additional funds will be secured from the operating budgets of the Finance and Fire Departments.

MOTION FOR CONSIDERATION: Approve the bid of \$131,343.71 from PBI for renovation of the old Board Room in the Finance/Fire Department and reject the bid for renovation of the second-floor office space in the Town Hall. Approve a \$35,000 budget for furnishing the space.

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: Bids

MANAGER'S COMMENTS: The renovation of the old Hazelwood Board room will create space for both the Fire and Finance Departments. Once the Fire Department moves to the new station, the space will be available for expansion of the Finance Department in coming years. Due to the project cost exceeding budgeted allocations, we recommend that the HR Department remain in their current offices. The move of the HR Department was meant to free up space for the DWC staff (2) to move into the Town Hall. We have almost constant contact with the DWC staff since Candace and Jesse provide both supervision and staff support. Beth is frequently "on the street" making it hard for her constituents and the general public to reach her. Tying DWC's phone system to the Town Hall and having day-to-day contact will greatly aide Beth in coordinating her efforts with the public. For the time being, we would move NCACP and the Police Volunteers to old DWC offices and the vacant office space adjacent to it. Jesse and I have discovered that housing these key departments in the Town Hall improves our day-to-day communication through both personal contact and a shared phone system.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

TOWN OF WAYNESVILLE

PROPOSAL FORM

FINANCE OFFICE – 280 GEORGIA AVENUE
HUMAN RESOURCES OFFICE– 9 S MAIN STREET


DUE DATE: January 11, 2024, at 2:00 PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (if applicable) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed.

L.82321

Company Name Smart Builders Construction Modern Mountain Builders	Bid Submitted By (Signature) 
Address 109 Roberts St., Ste 5D	Printed Name and Title Maxwell DeHoll, President
City State Zip Asheville, NC 28801	Email Address info@modernmountainbuilders.com
Telephone No. 828-484-6213	Federal Taxpayer ID No. 82-3231381



BID SHEET

FINANCE OFFICE-280 GEORGIA AVENUE

Materials	\$ 25,805
Labor	\$ 179,609.40
Total Project Cost	\$ 205,414.40

Maxwell Pettit
Signature

01/11/24
Date

HUMAN RESOURCES-9 SOUTH MAIN STREET

Materials	\$ 6,000.60
Labor	\$ 30,249.60
Total Project Cost	\$ 36,249.60

Maxwell Pettit
Signature

01/11/24
~~01/11/24~~
Date

JOB:	Waynesville Renovations - Finance Office & Human Resource Offices
LOCATION:	Finance - 280 Georgia Avenue, Human Resources Office - 9 S. Main St. Waynesville, NC 28786
ESTIMATOR:	Max Deholl
DESCRIPTION:	Finance - Convert existing space into new offices + misc. work. Human Resources - Convert large existing offices into small offices
SCHEDULE:	Four Months / 18 Weeks
BID DATE:	1/11/24, 2:00 PM

DIV.	ITEMS	EQUIP	MATERIAL	LABOR	SUBCONTRACT	TOTAL
01	GENERAL CONDITIONS					
	Construction Manager			27,200		27,200
	General Labor			15,200		15,200
	Misc. Materials		3,000			3,000
	Temporary Toilet	1,000				1,000
	Dumpster	2,000				2,000
02	DEMOLITION					
	Select Demolition				6,300	6,300
	Concrete Slab Demolition					In Div 01
	Light Fixture Demo					In Div 26
08	DOORS, WINDOWS, & GLASS					
	DFH Supplier		17,405			17,405
	DFH Installer			2,280		2,280
	Aluminum Storefront				4,000	4,000
	Window Vision Lights		1,400			1,400
09	FINISHES					
	Framing, Drywall, Ceiling Tile Sub				13,100	13,100
	Framing, Drywall, Ceiling Tile Supplier		10,000			10,000
	Flooring				11,230	11,230
	Paint				5,850	5,850
22	Plumbing					In Div 22
23	HVAC				19,821	19,821
26	ELECTRICAL					
	Electric				34,145	34,145
	Data				10,000	10,000
	Fire Alarm				15,000	15,000
	SUBTOTAL	3,600	31,805	44,680	60,301	199,531
	SALES TAX		7%			2,226
	OVERHEAD & PROFIT		20%			39,906
	JOB TOTAL					\$241,664

Modern Mountain Builders

Town of Waynesville - Finance Office & Human Resources Office - January 11, 2024

Estimate Notes

- This project is estimated assuming both projects will happen concurrently and both will be awarded to the same contractor.
- We suggest starting the project when the material with the longest lead time arrives. That is the welded metal door frames and they will take approximately 4 months to receive from the Notice to Proceed.
- The new plumbing sanitary line is to be 3" per code. We assume the existing line is 3" and this estimate is built with that assumption. Any costs to up-size the existing line beyond our connection is excluded in this estimate.
- We assume all workspaces will be vacant with the exception of the Finance Lobby. We have a plan for the Finance Lobby with minimal intrusion to the public space.
- This estimate is created assuming all work is performed during normal business hours Monday through Friday 8am - 5pm.
- The Fire Department will have to be flexible with the work in their space. Our goal is for minimum interruption. We will coordinate all work directly with Fire Department staff.

Allowances

- Allowance - Finance Offices Fire Alarm System - \$15,000. The note "per code" is not enough information. This allowance includes design, supply, and install. We are willing to eliminate design and revise pricing with a county provided design.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

TOWN OF WAYNESVILLE

PROPOSAL FORM

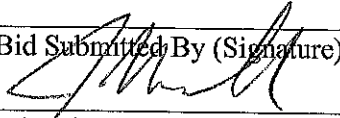
FINANCE OFFICE – 280 GEORGIA AVENUE
HUMAN RESOURCES OFFICE– 9 S MAIN STREET

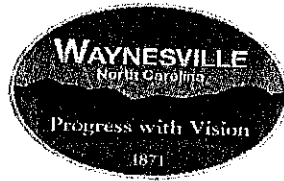
DUE DATE: January 11, 2024, at 2:00 PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed.

Company Name PBI, Inc.	Bid Submitted By (Signature) 
Address 123 Sweeten Creek Rd.	Printed Name and Title Jason Marshall – Project Manager
City State Zip Asheville, NC 28803	Email Address jasonm@pbiasheville.com
Telephone No. 828-776-7216	Federal Taxpayer ID No. 56-2201882



BID SHEET

FINANCE OFFICE-280 GEORGIA AVENUE

Materials	\$41,960.57
Labor	\$89,383.14
Total Project Cost	\$131,343.71




Signature

1/10/24
Date

HUMAN RESOURCES-9 SOUTH MAIN STREET

Materials	\$13,191.96
Labor	\$26,105.00
Total Project Cost	\$39,296.96



Signature

1/10/24
Date