



Town of Waynesville, NC Board of Aldermen – Regular Meeting

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

Date: **September 22, 2015** Time: **6:30 p.m.**

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(828) 452-2491

gowens@waynesvillenc.gov

A. CALL TO ORDER - *Mayor Gavin Brown*

1. Welcome/Calendar/Announcements
2. Adoption of Minutes

Motion: To approve the minutes of the September 8, 2015 regular meeting, as presented [or as corrected].

3. Proclamation
Public Power Week – October 4 through 10, 2015

B. NEW BUSINESS

4. Budget Amendment to fund a study and application for nomination of Green Hill Cemetery to the National Register of Historic Places (***Request of the Waynesville Historic Preservation Commission***)
 - Elizabeth Teague, Development Services Director
 - Sandra Owen, Chair, Waynesville Historic Preservation Commission

Motion: To approve budget amendment (O-08-15) for the purpose of conducting a study and making application to the National Register of Historic Places for Green Hill Cemetery at a cost not to exceed \$5,700, as presented.

5. NC-DOT Project Agreement for Brown Avenue Realignment
Project U-5548 (Agreement ID# 5948)
 - David Foster, Public Services Director

Motion: To approve the contract and matching funds for the Brown Avenue Realignment Project Agreement ID #5948, as presented.

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

September 22, 2015

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6. Appointments to Waynesville Public Art Commission

(1) vacancy (3-yr term ending June 30, 2018)

Applicant – George Kinney

C. COMMUNICATIONS FROM STAFF

7. Town Manager – Marcy Onieal

- CNC Mountains to the Coast Bike Event-Sept 25-27
- Disc Golf Course Relocation
- Hazelwood Parking Lot/WPAC Art Project Update
- Main Street Fall Décor Proposal

8. Town Attorney – Woody Griffin

D. COMMUNICATIONS FROM MAYOR & BOARD OF ALDERMEN

E. CALL ON THE AUDIENCE

F. CLOSED SESSION

Motion: *To go into closed session, as permitted by NCGS §143-318.11(a)(2), for the purpose of preventing the premature disclosure of an honorary recognition.*

G. ADJOURN



TOWN OF WAYNESVILLE

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CALENDAR September 22, 2015

2015	
Sat, Sep 19 10:00 AM to 2:00 PM Lake Junaluska Open Air Gym	Communities Rallying for Recovery – sponsored by Drugs in Our Midst
Sat, Sep 19 All Day HCC	Haywood Community College – 50 th Anniversary Flag Raising Ceremony – 2:00 PM
Sat, Sep 19 5:00 PM Main Street	Block Party – Downtown Waynesville Association sponsored event <i>(NOTE: Date changed from Sept 5)</i>
Tues, Sep 22 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – Regular Session
Thu, Sep 24 Noon Davis Cove Road	Habitat for Humanity Groundbreaking & Dedication Ceremony Walton Woods – lunch served RSVP required (please contact manager or clerk)
Thu, Sep 24 2:00 – 5:00 PM Canton Rec Park upstream by ballfield	Leaders in the Creek, sponsored by Haywood Waterways With Unveiling of the New Generation Leaders' Greenway & Trail Signage Project (RSVP to Haywood Waterways)
Fr-Sun, Sep 25-27 Waynesville Recreation Center	2015 Cycle North Carolina Mountains-to-the-Coast Ride Waynesville serving as Host Start City Welcome Ceremony: Saturday, 7:00 PM Cyclists depart 8:00 AM Sunday morning
Sa-Sa, Sep 26-Oct 3	Waynesville Recreation Center Closed to the Public for one week - Annual Facility Maintenance
Mon, Sep 28 6:30 PM Location TBD	Southwestern Commission Region A Regular Meeting
Tues, Sep 29 11:30 AM - 1:00 PM Waynesville Inn	Boards and Commissions Appreciation Luncheon Blue Ridge Business Center Room at Waynesville Inn (this is rescheduled from Aug 18)
Tues, Sep 29 6:00 – 9:00 PM Town Hall Board Room	The Mountaineer Candidate Forum Candidates for Waynesville Mayor & Board of Aldermen
Fri, Oct 2 5:00 PM – 9:00 PM Main Street & Frog Level	Art After Dark – Waynesville Gallery Association

Wed, Oct 7 8:00 AM Laurel Ridge CC	Chamber of Commerce Issues & Eggs Candidate Forum (Maggie Valley & Clyde Candidates)
Sat, Oct 10 10:00 AM – 5:00 PM Church Street	32 nd Annual Church Street Art and Craft Show Street Closure – Church Street
Sat, Oct 10 4:00 – 5:00 PM Green Hill Cemetery	Green Hill Cemetery Tour Hosted by Waynesville Historic Preservation Commission
Tues, Oct 13 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – Regular Session
Su-Tu, Oct 11-13	NCLM Annual Conference: City Vision 2015 Winston-Salem
Sat, Oct 17 10:00 AM – 5:00 PM Main Street	27 th Annual Apple Harvest Festival – Chamber of Commerce Street Closure – Main Street
Thu, Oct 22 8:30 AM 63 Elmwood Way, Suite A	One Stop Voting Begins – Municipal Elections Haywood County Board of Elections
Tues, Oct 27 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – Regular Session
Mon, Oct 26 5:30 PM Waynesville – location TBD	Haywood County Council of Governments (COG) meeting Town of Waynesville Hosting
Sat, Oct 31 1:00 PM 63 Elmwood Way, Suite A	One Stop Voting Ends – Municipal Elections, Haywood County
Sat, Oct 31 5:00 PM – 7:00 PM Main Street	Treats on the Street – Downtown Waynesville Merchants
Sun, Nov 1 (tent) 1:00 – 4:00 PM Miller Street	Smashing Pumpkins Folkmoot Fundraiser -- Tentative
Tue, Nov 3 6:30 AM – 7:30 PM	Election Day – Haywood County Municipal Elections (All municipal precincts)
We-Sa, Nov 4-7	National League of Cities Annual Congress of Cities & Exposition Nashville, TN
Fri, Nov 6 5:00 PM – 9:00 PM Main Street & Frog Level	Art After Dark – Waynesville Gallery Association
Tues, Nov 10 11:00 AM 63 Elmwood Way, Suite A	Canvass of Election – Haywood County Board of Elections
Tue, Nov 10 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – Regular Session
Wed, Nov 11	Veterans Day Holiday Town Offices Closed

Mon, Nov 23 6:30 PM Location TBD	Southwestern Commission Region A Regular Meeting
Tue, Nov 24 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – Regular Session
Thur – Fri, Nov 26-27	Thanksgiving Holiday Town Offices Closed
Th-Fr, Dec 3-11 One-Day Training Workshops Locations TBD	NCLM New Mayors’ Orientation Training One Day Workshops - Various locations across the state
Fr-Mo, Dec 4-7 Downtown Waynesville	Holly Days Seasonal Events in Downtown Waynesville throughout the weekend, beginning with Art after Dark on Friday evening, culminating with the Holiday Parade on Monday evening
Fri, Dec 4 5:00 PM – 9:00 PM Main Street & Frog Level	Art After Dark – Waynesville Gallery Association
Mon, Dec 7 6:00 PM Main Street	Waynesville Christmas Parade – Downtown Waynesville Association sponsored event Street Closure – Main Street
Tues, Dec 8 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – ORGANIZATIONAL MEETING
Sat, Dec 12 6:00 PM – 9:00 PM Main Street	A Night Before Christmas – Downtown Waynesville Association sponsored event
Su-Th, Dec 13-24	Twelve Days of Christmas – Downtown Waynesville Association Holiday Sales & Event Promotions
Tues, Dec 22 6:30 PM Board Room, 9 S. Main	Board of Aldermen Meeting – Regular Session
We – Fri, Dec 23-25	Christmas Holiday Town Offices Closed

2016

Fri, Jan 1	New Years Day Holiday Town Offices Closed
Fr-Sa, Jan 8-9 2 full days Hickory, NC	Essentials of Municipal Government, sponsored jointly by the NC League of Municipalities & UNC School of Government Training for Newly Elected Officials – various locations
Mon, Jan 18	Martin Luther King Jr Holiday Town Offices Closed
We-Th, Jan 20-21 2 full days Chapel Hill, NC	Essentials of Municipal Government, sponsored jointly by the NC League of Municipalities & UNC School of Government Training for Newly Elected Officials – various locations

Fr-Sa, Jan 29-30 (tent) All Day Location TBD	Board of Alderman Orientation & Planning Retreat – Tentative
Tu-We, Feb 9-10 2 full days Sunset Beach, NC	Essentials of Municipal Government, sponsored jointly by the NC League of Municipalities & UNC School of Government Training for Newly Elected Officials – various locations
We-Th, Feb 17-18 2 full days Asheville, NC	Essentials of Municipal Government, sponsored jointly by the NC League of Municipalities & UNC School of Government Training for Newly Elected Officials – various locations
Fr-Sa, Mar 4-5 2 full days New Bern, NC	Essentials of Municipal Government, sponsored jointly by the NC League of Municipalities & UNC School of Government Training for Newly Elected Officials – various locations
We-Fr, Mar 16-18	NC Main Street Conference Goldsboro, NC
Fri, Mar 25	Good Friday Holiday Town Offices Closed
Wed, May 18 10:00 AM to Noon Webinar	Ethics for Local Elected Officials – required for all newly elected and re-elected officials
Mon, May 30	Memorial Day Holiday Town Offices Closed
Mon, Jul 4	Independence Day Holiday Town Offices Closed
Mon, Sep 5	Labor Day Holiday Town Offices Closed
Fri, Nov 11	Veterans' Day Holiday Town Offices Closed
Th-Fr, Nov 24-25	Thanksgiving Holiday Town Offices Closed
Fr-Tu, Dec 23, 26-27	Christmas Holiday Town Offices Closed

Board and Commission Meetings – October 2015

ABC Board	ABC Office – 52 Dayco Drive	October 20 3 rd Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	October 6 1 st Tuesdays 5:30 PM
Community Action Forum	Police Department Training Room – 9 S. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Downtown Waynesville Association	UCB Board Room – 165 North Main	October 22 4 th Thursdays 12 Noon
Firefighter’s Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	October 7 1 st Wednesdays 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	October 19 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	October 8 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	October 20 3 rd Tuesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	October 7 1 st Wednesdays 5:30 PM

BOARD/STAFF SCHEDULE

Su – Tu, Oct 11-13	Mayor & Aldermen Manager & Clerk	NCLM Annual Conference: CityVision 2015 Winston – Salem, NC
Sa-Sa, Oct 17-24	Town Manager	Vacation
Sa – Sa, Jan 16-23	Town Clerk	Vacation
We-Fr, Feb 3-5, 2016	Town Manager	NCCCMA Manager’s Continuing Ed - Winter Seminar
Th-Sa, Jun 23-25, 2016	Town Manager	NCCCMA Manager’s Continuing Ed - Summer Seminar

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REGULAR MEETING
September 8, 2015

THE WAYNESVILLE BOARD OF ALDERMEN held a regular meeting on Tuesday, September 8, 2015 at 6:30 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER

Mayor Brown called the meeting to order at 6:30 p.m. with the following members present:

Mayor Gavin Brown
Alderman Gary Caldwell
Alderman Julia Freeman
Alderman J. Wells Greeley
Alderman LeRoy Roberson

The following staff members were present:

Marcy Onieal, Town Manager
Woodrow Griffin, Town Attorney
Amie Owens, Town Clerk
Elizabeth Teague, Development Services Director
David Foster, Public Services Director
Preston Gregg, Town Engineer

The following media representatives were present:

Mary Ann Enloe, The Mountaineer
Lindsay Curtin, The Mountaineer
Becky Johnson, Smoky Mountain News

1. Welcome /Calendar/Announcements

Mayor Gavin Brown welcomed everyone to the meeting.

Mayor Brown asked Manager Onieal to update regarding calendar events. Manager Onieal called attention to several upcoming events including:

- September 11 – the 5th annual Clyde Fire Department 9/11 Memorial Ceremony beginning at 6:00 p.m.
- September 19 – Flag Raising for the Haywood Community College 50th Anniversary celebration at 2:00 p.m.
- September 24 – Leaders in the Creek – sponsored by Haywood Waterways and Leaders in the Creek, sponsored by Haywood Waterways with the Unveiling of the New Generation Leaders' Greenway & Trail Signage Project from 2:00 p.m. to 5:00 p.m. at the Canton Recreation Park

Manager Onieal noted that she will be part of a local celebrity ice cream eating contest as part of the Mountain State Fair on Tuesday, September 15 at 6:00 p.m. She also reminded members that deadline for early registration for the NCLM annual conference is this week.

2. Adoption of Minutes

Alderman Caldwell made a motion, seconded by Alderman Freeman, to approve the minutes of the August 25, 2015 regular meeting, as presented. The motion carried unanimously.

Alderman Caldwell made a motion, seconded by Alderman Greeley, to approve the February 10, 2015, June 9, 2015 and July 28, 2015 closed session minutes, as presented. The motion carried unanimously.

3. Proclamations

a. National Day of Service and Remembrance – September 11, 2015

Alderman Greeley read aloud the Proclamation Recognizing Friday, September 11, 2015 as National Day of Service and Remembrance in the Town of Waynesville



b. Constitution Week – September 17 – 23, 2015

Mayor Brown read aloud the Proclamation observing September 17 through September 23, 2015 as Constitution Week.

**Proclamation
Constitution Week
September 17-23, 2015**

WHEREAS, September 17, 2015 marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion, and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Gavin A. Brown, by virtue of the authority vested in me as Mayor of the Town of Waynesville, North Carolina do hereby proclaim the week of September 17 through 23 as

Constitution Week

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedom guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this 8th day of September, of the year of our Lord two thousand fifteen.

Town of Waynesville, N.C.


Gavin A. Brown
Mayor

ATTEST:


Amie Owens
Town Clerk



C. PUBLIC HEARING

4. Public Hearing - Rezoning

Elizabeth Teague, Development Services Director noted that Premier Magnesia, LLC (aka Giles Manufacturing) has submitted a request to rezone its property located at 75 Giles Place as a commercial industrial conditional district. The plan was approved unanimously by the Planning Board at their August 17, 2015 meeting.

Ms. Teague explained that the subject property consists of approximately 8 acres with a storage facility and an office building currently utilized by Giles Chemical. Giles Chemical would like to expand their usage of the site, add office and warehouse space and make multiple site improvements to the parking lot, driveway, loading, and outdoor storage and utility areas according to the specified major site plan which was approved by the Planning Board on June 15, 2015. She added that in that decision, the Planning Board affirmed that the site plan met the five general findings required for major site plan approval:

1. Compliance with the adopted plans and policies of the Town;
2. Compliance with applicable requirements;
3. Existence of adequate infrastructure;

4. Conformity with the neighborhood; and
5. The application will not substantially injure property values of adjoining or abutting property, nor be detrimental to the use and development of adjacent properties or other neighborhood uses.

Ms. Teague continued by explaining the underlying property is under the unified control of Premier Magnesia, LLC which plans to utilize the site for manufacturing and warehousing according to the approved Master Plan. The current zoning is Commercial Industrial (CI). The purpose and intent of this district as established by the Land Development Standards, Section 2.3.8A, is:

*The **Commercial Industrial District (CI)** is an area designed to accommodate research and development, industrial and manufacturing uses, administrative facilities and limited supporting commercial services. While a broad mixture of uses is permitted, the principal focus in this area shall be on industrial development. High design and performance standards will be important for future development as this district is highly visible not only from a usage standpoint but also because of its location at one of the major entrances into Waynesville. Connectivity within the district is required to create an industrial campus feel within this area.*

The purpose and intent for a Conditional Overlay District as established by the Land Development Standards, Section 2.7, is:

***Conditional Districts** are districts with conditions voluntarily added by the applicant and approved in a legislative procedure by the Board of Alderman in accordance with G.S. 160A-382. Conditional Districts provide for orderly and flexible development under the general policies of this Ordinance without the constraints of some of the prescribed standards guiding by-right development. Because Conditional District developments are constructed in a comprehensive manner, they establish their own building, street, block, and lot pattern which may be unique from other surrounding blocks or neighborhoods. This Conditional District may be used in any district but is not intended to relieve hardships that would otherwise be handled using a variance procedure.*

Ms. Teague added that information was posted on the site beginning on July 29, 2015 and updated following the planning board hearing. Notice of the Public Hearing was mailed to adjacent property owners on July 31, 2015 and submitted to local media for the Planning Board Hearing on August 17, 2015 and for this hearing on Wednesday, August 26, 2015.

Ms. Teague relayed the Planning Board's unanimous recommendation for approval of this Conditional District to allow the applicant to implement the site plan and specified improvements for their needs, while asking for flexibility in the ordinance as explained. Because of the site location along the railroad track and set back from the main thoroughfare, and because of the current conditions of the site, the elements of the Conditional District request are in keeping with the industrial and commercial character of the underlying district while accommodating for the specific context of this area. She commented that this site plan will allow Giles Chemical to expand their operation while improving the existing buffering, infrastructure and overall look of the site.

Ms. Teague called upon Patrick Bradshaw, Engineer from Civil Design Concepts, who had completed the application on behalf of Giles Chemical. Mr. Bradshaw covered the various areas where conditions were requested for adjustment including:

- **Chapter 2, Table 2.4.2.3.d**- Pervious Surface (min) 20%, be reduced 5% minimum.
- **Chapter 4, 4.3.1**-All Lots to Front on Public Street, Civic Space or Approved Driveway, **remove.** The applicant asked for flexibility for this standard as there is already an easement agreement for the greenway at the creek.
- **Chapter 5, 5.11**-Industrial Building Design Standards, remove 5.11.1, 5.11.2 and 5.11.3
- **Chapter 6, 6.8**-Pedestrian Facilities, remove - with the exception of those facilities as shown on the Master Plan.
- **Chapter 8, 8.4.2.A** Buffer Yard Types, remove the wall or berm reference and replace the same with a requirement that all planting densities be doubled (i.e. 4 evergreen trees becomes 8 evergreen trees, etc...). In addition, remove the requirement that the developer provide screening against both the railroad track and the adjacent parcels that are zoned as Hazelwood Business District with the exception of the parcel known as PIN# 8605-72-5769 at the northeast corner of the subject property. In addition, it should be noted that the developer will make every effort to not adversely affect the existing smoke stack that exists on the subject parcel during the installation of the same.
- **Chapter 8, 8.6**-Parking Lot Landscaping- allow the developer to flexibility to provide the same number of plantings. but remove the specificity of location with relationship to parking spaces
- **Chapter 8, 8.7**-Screening of Dumpsters, Loading docks, Outdoor Storage Area and Utility structures, remove - with the exception of those areas that are covered by 8.4.2.A buffer yard areas.
- **Chapter 9, 9.4.3** Connectivity, remove
- **Chapters 9, 9.4.4 Pedestrian Corridors in Parking Lots, remove.** As this is an industrial location with minimal traffic and limited visitation, the pedestrian corridor would not be as applicable for this location.

Mr. Bradshaw thanked the members for allowing him to cover the requests made by Giles Chemical and indicated that he was happy to take any questions. There being none, he asked Matt Haynes, Director of Operations, Giles Chemical to the podium.

Mr. Haynes provided an overview of the organization including a history in Waynesville that began in 1950. He presented comparative statistics between 2004 and 2014 that illustrate the financial contribution and impact that Giles Chemical has made in Waynesville including:

Local Employment	Water	Electric	Property Tax
2004 – 20 ees	2004 - \$83,950	2004 - \$122,734	2004 - \$32,405
2014 – 168 ees	2014 - \$160,513	2014 – \$364,506	2014 - \$62,746

Mr. Haynes announced that the corporate offices for Premier Magnesia, LLC will be located in Waynesville and that there would be the potential for additional employees in accounting and finance with continued growth expected in the retail sector.

Mayor Brown thanked Ms. Teague, Mr. Bradshaw and Mr. Haynes for sharing information in advance of the public hearing and called on Town Attorney Woody Griffin for the opening of the hearing.

Mr. Griffin explained that once the Public Hearing was called to order, anyone wishing to address the board should raise their hand and be recognized and approach the podium providing their name and address for the record.

Mr. Griffin called the Public Hearing to order at 7:04 p.m.

Mary Ann Enloe, former Mayor of Hazelwood, was asked by Mayor Brown to address the board. She commented that Giles Chemical had been a good neighbor to the town since their inception and that new jobs were always welcomed.

Mr. Griffin closed the Public Hearing at 7:07 p.m.

Mayor Brown asked if a provision alluding to the preservation of the smoke stack could be included in the conditional permitting. He cited the historical significance of the smoke stack. Mr. Bradshaw noted that a structural study would be required, but that the client was amenable to this provision. Mayor Brown commented that he felt the various requests from Giles Chemical were appropriate given that this is a legislative process and there was some give and take by both parties.

Alderman Roberson asked, given the proximity to the creeks, were there any concerns about maintaining them safely. Mr. Bradshaw answered that all efforts will be made including a 30 foot buffer that is included in the site plan.

Alderman Greeley added that since this area had historically been predominately industrial, he saw no issues with maintaining the location as such.

Alderman Caldwell commented that he grew up in Hazelwood and remembered when Hazelwood was the industrial area in the county. He added that it was good to see something come back there.

Alderman Freeman noted that this was a great use for an underutilized area which will bring additional commerce and industry to Hazelwood.

Alderman Caldwell made a motion, seconded by Alderman Greeley, to adopt Ordinance (O-7-15) to rezone property at 75 Giles Place from Commercial-Industrial, to a Commercial-Industrial-Conditional District (CI-CD), with the additional item K. to read as follows: K. In the Master Plan, and as a proviso to the rezoning, the Board of Aldermen requests that all reasonable efforts be made to preserve the historic smokestack that is located on the parcel. The motion carried unanimously.

Manager Onieal added that Giles Chemical was also a sponsor of the upcoming Cycle North Carolina event and thanked them for providing Epsom salt sample packs for the 1100 riders as part of their welcome to Waynesville gift bags.

D. UNFINISHED BUSINESS

5. Wholesale Power Contract Negotiations Update & Authorizing the Engagement of Outside Legal Counsel

Manager Onieal explained that contract negotiations with Santee Cooper (Santee) were coming to a close and she was pleased to introduce three individuals from Santee: Mike Brown, Vice President, Wholesale & Industrial Services; Mike Cool, Manager, Wholesale Markets and Jennifer Wadford, Director, Wholesale Power Contract Administration.

Manager Onieal wanted to provide an update regarding this issue and tell where we are today and what has occurred since the initial contract negotiation began following approval at the March 27, 2015 Board Retreat. She noted that UTEC has worked diligently with Santee Cooper officials to conclude contract negotiations, but has run into a snag with Duke Energy in regard to completing the separate transmission contract that will be necessary in order for Santee Cooper to serve Waynesville. Manager Onieal asked Ted Orrell and Louis Davis, Utility Technology Engineers-Consultants (UTEC) to provide their update, noting that she was presenting two alternatives for board consideration with regard to moving forward with negotiations on the transmission contract and that the only decision point for the board this evening was to seek permission to hire outside counsel to assist the manager and consultants in completing the final drafts of the contracts.

Mr. Orrell recapped the timeline of events beginning in January 2014 when UTEC was retained to assist in the review of proposals from vendors for wholesale power supply to current contract negotiation with Santee. Mr. Orrell reminded the board that while Santee generates the power, the transmission lines are still Duke Energy lines and details related to the transmission of electricity are included in the contract negotiation. During due diligence for these negotiations, a capacity issue was discovered. Due to the fact that there will be too much wattage on the lines, capacitor banks will need to be installed to prevent outages; installation will take until at least August 2016. This will delay the start of the contract with Santee by one year. Mr. Orrell noted that this was not Santee's problem, but that Santee is willing to work with Duke Energy to provide the best solution for Waynesville customers.

Mr. Orrell presented two alternatives for correcting this issue:

Alternative A - sign a one year power supply contract with Duke Energy to allow for installation of capacitors. Santee Cooper has indicated a willingness to delay effective start date of service to Waynesville until January 1, 2017, while still guaranteeing the original terms and pricing of the approved proposal. Duke has also agreed to installation of a generator to allow for 1,000 kW (1 mega watt total) of peak clipping generation. This will help to offset electric demand during the monthly peak hour and reduce overall costs to the Town. Santee Cooper has agreed to allow 2 megawatt of peak clipping generation, once the contract is in place.

Alternative B - continue to utilize the Duke Transmission lines without the new capacitors, with Duke assigning Santee the necessary transmission reservation and begin contract with Santee on

January 1, 2016. In the event that re-dispatching is required through Duke to handle Waynesville's power needs, the Town would be subject to the additional costs incurred, which are estimated to be as much as \$1.2 million annually.

The manager and UTEC consultants made the following recommendation to the board:

- Move forward with the Duke/Santee Cooper Alternative A; which has already been approved by the Santee Cooper Board of Directors at their August 24, 2015 meeting
- Move forward with a 1-year power purchase agreement with Duke Energy and a 10-year Transmission Contract with Duke Energy to coincide with the effective dates of Santee Cooper's initiation of service to Waynesville
- To authorize the manager to engage the services of outside council to review the power supply contracts / transmission agreement.

Mayor Brown asked the board if they understood what the capacity issue was and about the two alternatives presented. All indicated they understood.

Alderman Roberson asked if there would still be "true ups" with Santee. Louis Davis with UTEC answered that there would still be true ups.

Mr. Orrell added that Santee was agreeable to a delay in the contract effective date of January 1, 2017 and that the \$2 million dollar cost for the capacitor banks, although initially fronted by Santee Cooper, would be socialized, or shared among all transmission customers. The increase would be minimal, and would cost the Town of Waynesville nothing in direct costs since costs of transmission are shared by all customers..

Mike Brown, Santee Cooper, explained that construction continues on the nuclear plant in South Carolina and it appears that a final completion date will be known soon with costs coming in within budget and construction within the timeframe presented.

Alderman Greeley inquired if there was any potential for Duke to have to extend their proposed one year contract by using the excuse that further improvements need to be made. Mr. Orrell answered that there will be assurances included with the contract to ensure this will be completed within the contract term. Mayor Brown asked whether there is a remedy if they fail to meet the obligation. Mr. Brown answered that Santee believes that Duke will meet the schedule. There is a buffer of time included if any problem arises and Santee and UTEC would be in close communication with Duke. If a delay is not warranted, then there is an option to go to FERC in Washington, DC for a decision. Mr. Davis added that as all are agreeable to the current proposal, he believes like there is every likelihood this will be completed on time without foreseeable delays, particularly since neither party desires to become embroiled in a FERC regulatory decision.

Alderman Roberson asked if the current discussion in the news about Duke Energy building new transmission lines through Western North Carolina was related or would impact this project. Mr. Orrell answered that while both projects are needed to improve Duke's system in western North Carolina they are completely unrelated and one will not affect the other. Mayor Brown questioned whether the transmission is a systemic problem for Duke. Mr. Orrell noted that Duke has had overall system delivery challenges from east to west for several years. Mayor Brown asked the pointed question, is the Town

protected from anything that Duke may be facing related to transmission. Mr. Orrell confirmed, yes, the Town would be protected.

In order to finalize contract drafting and due diligence, Manager Onieal requested permission to proceed with hiring outside legal counsel, since this was a specialized field of endeavor, and asked whether the Board had any preference for a particular firm.

Hearing none, Manager Onieal provided profiles of five firms for the Board to review. She noted that she has spoken with two of the firms, Cauley and Pridgen and Poyner Spruill, with whom she has worked previously on electric system contracts in a previous municipal posting. The remaining three firms, located in Washington, DC and Virginia, were recommended to her and/or UTEC as being qualified specialists in the field of utility regulation and contract negotiation. Manager Onieal explained that the fee structures varied drastically among the firms, but that she felt the Town could be well represented by any of the firms. She added that due to the short time frame under which we are working, she could immediately interview several of the firms and determine who is most readily available, and who would be agreeable to review the contracts on a not to exceed basis; the intent is to bring back the final draft of contracts for board approval within the next month or two.

Mayor Brown commented that Manager Onieal could be authorized to interview these firms, understanding the proclivity of not spending fund unnecessarily, and report back to the board with her recommendation. He noted that in addition to obtaining legal counsel, there were three agreements for execution.

Alderman Greeley made a motion, seconded by Alderman Roberson, to authorize the town manager to engage the services of outside legal counsel to assist in reviewing and finalizing the 10-year wholesale power purchase agreement with Santee Cooper as drafted, in accordance with the previously adopted proposal by Santee Cooper of March 27, 2015, with an effective date of January 1, 2017, and a one-year power purchase extension agreement with Duke Energy and a ten-year transmission agreement with Duke Energy, in accordance with the negotiated proposals, as presented. The motion carried unanimously.

Mayor Brown thanked the representatives from Santee Cooper for coming to the meeting and for taking an interest in the Town. He was appreciative of the cooperation and collaboration that has been shown.

Manager Onieal also thanked Mr. Orrell and Mr. Davis, as well as Santee Cooper, for their work in getting to this point. She commented that this was a great deal for the Town of Waynesville and a partnership from which the Town and citizens will benefit from for many years to come.

E. COMMUNICATIONS FROM STAFF

6. Town Manager – Marcy Onieal

Manager Onieal had no additional business to discuss.

7. Town Attorney – Woody Griffin

Attorney Griffin had no business to discuss.

F. COMMUNICATIONS FROM MAYOR & BOARD OF ALDERMEN

Alderman Greeley expressed his personal disappointment with an unfortunate graffiti tagging incident on his and other buildings over the holiday weekend. He added that it is disheartening when it happens after so much work has gone into the rehabilitation of buildings only to have them disrespected. Alderman Greeley has spoken with the Police Chief, but, unfortunately, it is difficult to find the individuals involved. Alderman Greeley noted that his business will pay to get it fixed, but it is sad that this is occurring in Waynesville.

G. CALL ON THE AUDIENCE

No one addressed the board.

H. ADJOURN

There being no further business to discuss, Alderman Caldwell made a motion, seconded by Alderman Greeley, to adjourn the meeting at 7:52 p.m. The motion carried unanimously.

ATTEST

Gavin A. Brown, Mayor

Marcia D. Onieal, Town Manager

Amanda W. Owens, Town Clerk

PROCLAMATION

PUBLIC POWER WEEK

OCTOBER 4-10, 2015

WHEREAS, there was a time when turning on a light bulb was a life changing event, but it's now considered a basic life need; and

WHEREAS, the Town of Waynesville relies on Public Power infrastructure to ensure power delivery for the safety, health, and well-being of its citizens and guests; and

WHEREAS, Waynesville Electric Public Power professionals plan, design, build, operate, and maintain the Town's critical electric infrastructure; and

WHEREAS, our Town is safer and more efficient where citizens can enjoy the quality of life that makes Waynesville special because of the dedication of Public Power professionals; and

WHEREAS, the Town of Waynesville joins the ElectriCities of North Carolina and all of the other Public Power municipalities, agencies, and organizations across the nation in recognizing the contributions of Public Power professionals to the health, safety, welfare of the Town;

NOW, THEREFORE, I, Gavin A. Brown, Mayor of the Town of Waynesville, do hereby proclaim October 4-10, 2015, as "**PUBLIC POWER WEEK**" in the Town of Waynesville, and commend its observance to all Town citizens and treasured guests.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the seal of the Town of Waynesville on this the 22nd day of September, 2015.

TOWN OF WAYNESVILLE

Gavin A. Brown, Mayor

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: September 22, 2015

SUBJECT: Budget Amendment to fund a study and application for nomination of Green Hill Cemetery to the National Register of Historic Places
(Request of the Waynesville Historic Preservation Commission)

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 4-B
Department: Development Services
Contact: Elizabeth Teague, Development Services Director
Presenter: Elizabeth Teague, Development Services Director
Sandra Owen, Chair of the Historic Preservation Commission

BRIEF SUMMARY:

The Town applied for a Historic Preservation Fund (HPF) grant from the State Historic Preservation Office to develop an application to place Green Hill Cemetery on the National Register. This application was not funded. At their August 5, 2015 meeting, the Town of Waynesville's Historic Preservation Commission voted unanimously to ask the Board of Aldermen to consider funding this effort locally. A cost estimate from local consultant indicates that a study and application for the cemetery could cost up to \$5,700, however, local research conducted by Ann Melton suggests that we may be able to bring this cost down. Additionally, to bring attention to the Cemetery and to raise public awareness, the Historic Commission is hosting a tour of the cemetery on October 10, 2015 from 4:00pm – 5:00pm

MOTIONS FOR CONSIDERATION:

1. To fund a study and National Register Nomination for Green Hill Cemetery at a cost not to exceed \$5,700.

FUNDING SOURCE/IMPACT: This will require up to \$5,700 be allocated from the General Fund.

ATTACHMENTS:

1. Letter from the NC Department of Cultural Resources
2. Cost estimate for Nomination of Green Hill Cemetery
3. Budget Amendment #

MANAGER'S COMMENTS AND RECOMMENDATIONS:

cc: Mary Onical
Eddie Caldwell
Sandria Owen



North Carolina Department of Cultural Resources
State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Pat McCrory
Secretary Susan Kluttz

Office of Archives and History
Deputy Secretary Kevin Cherry

June 26, 2015

Paul Benson, Town Planner
Waynesville Historic Preservation Commission
PO Box 100
Waynesville, NC 28786

Re: FY 2015 Grant Application for Green Hill Cemetery National Register Nomination

Dear Mr. Benson:

Thank you for your application for a FY 2015 Historic Preservation Fund (HPF) grant administered by the State Historic Preservation Office (HPO) of the North Carolina Division of Archives and History. These funds are made available through the state from the HPF administered by the National Parks Service, U.S. Department of the Interior.

We would like nothing better than to be able to award grants to all of the applicants. However, only \$95,050 in Certified Local Government funds was available to meet the important preservation needs outlined in the applications. As a result, your project was not among those that were selected to receive grant assistance in FY 2015.

Although your grant application for the Green Hill Cemetery National Register Nomination was not awarded federal preservation funds this year, we encourage you consult with our staff and submit an application for the town next year.

If you should have any questions about the grant program, please contact Michele McCabe, grants coordinator, at michele.patterson.mccabe@ncdcr.gov or 919-807-6582.

We thank you for your interest in our grant program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ramona Bartos".

Ramona Bartos
Deputy State Historic Preservation Officer

cc: Michele McCabe, Grants Coordinator



Cost Estimate

GREEN HILL CEMETERY NATIONAL REGISTER OF HISTORIC PLACES NOMINATION
Waynesville, Haywood County, North Carolina

August 31, 2015

I. LABOR COSTS

	<u>Est. Hours</u>	<u>Rate/Hour</u>	<u>Cost(\$)</u>
Task 1 - Fieldwork & Photography	8	\$ 60.00	\$ 480.00
Task 2 - Background Research/Context Development Clay Griffith, Architectural Historian	16	\$ 60.00	\$ 960.00
Task 3 - Prepare all components of the draft National Register nomination packet Clay Griffith, Architectural Historian	48	\$ 60.00	\$ 2,880.00
Task 4 - Revise nomination and prepare photographic prints for final nomination packet Clay Griffith, Architectural Historian	16	\$ 60.00	\$ 960.00
Task 6 - Project Management Clay Griffith, Architectural Historian	4	\$ 60.00	\$ 240.00
Total Labor Costs	92		\$ 5,520.00

II. SUPPORT SERVICES/SUPPLIES

Mileage @ \$0.57 per mile x 160 miles (2 round trips from Asheville)		\$	91.20
Photo Printing & CDs:			
Prints: 8 images x 3 sets @ \$4.00 each		\$	96.00
CD-R for NPS: \$2.00		\$	2.00
Shipping/Handling: \$2.00		\$	2.00
USGS maps: 1 map @ \$9.00 each		\$	9.00
Document Reproduction and Postage		\$	20.00
Total Support Services/Supplies Costs		\$	129.00

III. TOTAL COSTS

Labor Subtotal		\$	5,520.00
Support Services/Supplies Subtotal		\$	129.00
Total Cost For Project		\$	5,649.00

Ordinance No. 08-15

Amendment No. 1 to The 2015-2016 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2015-2016 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2015-2016 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Other Financing Sources		
Fund Balance Appropriation	103900-493992	\$5,700
		<hr/>
Total General Fund revenue increase		\$5,700

(Revenues needed to hire a consultant to develop an application to place Green Hill Cemetery on the National Register. However, due to the recent trend in higher sales taxes revenues, the Fund Balance Appropriation will probably not be used.)

Increase the following appropriations:

Planning & Code Enforcement		
Professional Services	104910-521990	\$5,700
(Current cost estimate for the study and application to place Green Hill Cemetery on the National Register.)		
		<hr/>
Total General Fund appropriation increase		\$5,700

Adopted this 22nd day of September 2015.

Town of Waynesville

Gavin A Brown
Mayor

Attest:

Amanda W. Owens
Town Clerk

Approved As To Form:

Woodrow H. Griffin
Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: September 22, 2015

SUBJECT: NC-DOT Project Agreement for Brown Avenue Realignment
Project U-5548 (Agreement ID# 5948)

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 5-B
Department: Public Services
Contact: David Foster, Public Services Director
Preston Gregg, Town Engineer
Daryl Hannah, Streets Superintendent
Presenter: David Foster, Public Services Director

BRIEF SUMMARY: Project agreement between the NC-DOT and Town of Waynesville, governing the implementation, design, and construction of the Brown Avenue realignment project. This project is a jointly developed concept between the Town of Waynesville and Haywood County Schools.

MOTION FOR CONSIDERATION: To authorize the Mayor and/or Town Manager to enter into a project agreement with the North Carolina Department of Transportation for the Brown Avenue realignment project #U-5548 (Agreement ID #5948), as presented.

FUNDING SOURCE/IMPACT: The initial estimate for the project is \$550,000, with an 80/20 match requirement (or \$110,000 local match requirement to qualify for the funding).

The funding source and specific financial impact to the Town of Waynesville will not be fully revealed until the final design and plans are completed; however, Town staff have held preliminary meetings with Haywood County School officials, and received an initial motion and agreement by the Building and Grounds Committee to financially partner with the Town to complete the project. Based on this initial agreement, the project would require at least \$55,000 to be budgeted out of a future Streets (General Fund) or Powell Bill fund.

ATTACHMENTS: NC-DOT Locally Administered Project Agreement- Agreement ID # 5948

MANAGER'S COMMENTS AND RECOMMENDATIONS: Approve as presented. This project will not be implemented in the current fiscal year, but is likely to be funded and implemented in FY17. In order for design plans to be implemented, however, the Town must go ahead and sign the agreement with NCDOT. This project will be included in the manager's proposed FY17 budget, hopefully with agreement from Haywood County Schools to support 50% of the required local match, since this realignment serves primarily to improve pedestrian safety and traffic flow for both bus and auto queueing and loading at the Middle School. It will also reduce traffic delays and back-up on Brown Avenue during the morning and afternoon school drop-off and pick-up periods.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

HAYWOOD COUNTY

DATE: 9/3/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5548

AND

WBS Elements: PE 50156.1.F1

ROW _____

TOWN OF WAYNESVILLE

CON 50156.3.F1

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-1302(64)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$440,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Waynesville, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, Section 1108 of the Moving Ahead for Progress in the 21st Century (MAP-21) allows for the allocation of STP-DA funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Brown Avenue Realignment, hereinafter referred to as the Project, in Haywood County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$440,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of realignment of Brown Avenue from the Boyd Avenue intersection, extending approximately 1100 feet in front of Waynesville Middle School.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Construction

as further set forth in this Agreement.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty percent (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Four Hundred Forty Thousand Dollars (\$440,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$440,000	80 %	\$110,000	20 %
Total Estimated Cost		\$550,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$55,000, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the

Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascrpts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result

of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Department all required documentation (deeds/leases/easement/plans) to secure right of way certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascrpts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force

Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Brown Avenue Realignment, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this

Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$440,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF WAYNESVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the Town of Waynesville as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Waynesville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME GEORGE KENNEY
STREET ADDRESS 19 SILVER CIRCLE
MAILING ADDRESS LAKE JONALUSKA, NC 28745
PHONE 828-246-0124
E-MAIL GEORGE.KENNEY@HOTMAIL.COM

Please consider me for appointment to the following board(s) or commission(s):

- Alcoholic Beverage Control Board
- Community Action Forum
- Board of Adjustment
- Firemen's Relief Fund Board
- Historic Preservation Commission
- Planning Board
- Public Art Commission
- Recreation & Parks Advisory Commission
- Waynesville Housing Authority

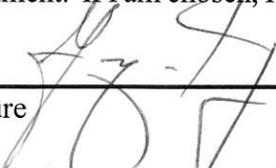
I am interested in serving on this board or commission because: I AM VERY INVOLVED IN MUSIC AND ART IN HAYWOOD COUNTY.

I have experience/expertise in the following areas and/or have served on the following board or commission: I AM A RETIRED BAND DIRECTOR AND I DO STAINED GLASS ART ON A PROFESSIONAL LEVEL.

I feel that I can contribute the following to this board or commission I HAVE A LOT OF ADMINISTRATIVE EXPERIENCE AND I HAVE SERVED ON CITY BOARDS IN MY FORMER COMMUNITY

Tell us about yourself and your background: I DO STAINED GLASS ART THROUGHOUT HAYWOOD, BUNCOMBE AND SWAIN COUNTIES, I AM A RETIRED SCHOOL ADMINISTRATOR AND I PLAY FRENCH HORN IN THE HAYWOOD COMMUNITY BAND.

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Signature  Date 8.14.2015

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1. - Return Application to Town Clerk's Office -

Rec'd 09/04/15