



Town of Waynesville, NC

Town Council Regular Meeting

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

Date: April 28th, 2026 Time: 6:00 p.m.

The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
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Consider the environment ♦ Conserve resources ♦ Print only when necessary

The Town of Waynesville provides accessible facilities, programs, and services for all people, in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or accommodation for this meeting, please contact the Town Clerk at:
(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER – Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. RecJam 2026 Special Event Permit
 - b. Bikes, Buses, and Brews Special Event Permit
 - c. Call for a Public Hearing for May 12, 2026, to consider the amendments to the Conditional District for Chick-fil-A Restaurant, Land Development Standards (LDS) Sections 15.2.5.D.

Motion: To approve the consent agenda as presented

E. PROCLAMATION

3. Mountain View Garden Club 75th Anniversary Proclamation
 - Mayor Gary Caldwell

F. OLD BUSINESS

4. Special Event Fees

- Jesse Fowler, Deputy Manager

Motion: To adopt the proposed fee schedule and to begin implementing these fees immediately upon adoption.

G. NEW BUSINESS

5. Whole Bloomin' Thing Social District Request

- Cassandra Carter

Motion: Approve the special event permit as amended.

6. Approval of Emergency Funds for Pool Air System Repair

- Luke Kinsland, Recreation Director

Motion: To approve \$19,714 to Bolton Construction for emergency repair of the pool air handling system and approve the budget amendment.

7. Approval of Funds for Relocation of Sand Volleyball Courts at Recreation Park

- Luke Kinsland, Recreation Director

Motion: To approve \$18,000 to Southern Appalachian Grading & Excavating for the relocation of the sand volleyball courts to Recreation Park, and authorize the reallocation of funds within the Recreation Department operating budget as outlined.

8. Approval of the Contract with SAM Managed Geospatial Services in response to the Town of Waynesville Comprehensive Stormwater Infrastructure Mapping RFQ.

- Olga Grooman, Assistant Development Services Director

Motion: Motion to approve the attached contract with SAM Managed Geospatial Services.

H. COMMUNICATION FROM STAFF

9. Manager's Report

- Town Manager, Rob Hites

10. Town Attorney's Report

- Town Attorney, Martha Bradley

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

April 28, 2026

- 3 -

J. ADJOURN



TOWN OF WAYNESVILLE

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

2026 CALENDAR

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

2026	
Friday, May 1st	First Friday (previously known as Art After Dark)
Tues. May 12	Town Council Meeting – Regular Session
Tues. May 26	Town Council Meeting – Regular Session
Tues. June 9	Town Council Meeting – Regular Session
Tues. June 23	Town Council Meeting – Regular Session
Friday, June 26	Mountain Street Dance 6:30-9pm
Sat. July 4 th	Stars & Stripes Kids Parade 11am-1pm
Tues, July 14	Town Council Meeting – Regular Session
Friday July 17	Mountain Street Dance 6:30-9pm
Tues. July 28	Town Council Meeting – Regular Session
Friday August 7	Mountain Street Dance 6:30-9pm
Tues. August 11	Town Council Meeting – Regular Session
Tues, August 25	Town Council Meeting – Regular Session
Tues, September 8	Town Council Meeting – Regular Session
Tues. September 22	Town Council Meeting – Regular Session
Sat. October 10	Church Street Art and Craft show 10am-5pm
Tues. October 13	Town Council Meeting – Regular Session
Tues. October 27	Town Council Meeting – Regular Session
Saturday October 31	Treats on the Street-5-7pm
Tues. November 10	Town Council Meeting – Regular Session
Tues. November 24	Town Council Meeting – Regular Session
Sat. December 5	Christmas Tree Lighting 5pm
Mon. December 7	Waynesville Christmas Parade 6-7pm
Tues. December 8	Town Council Meeting – Regular Session
Sat. December 12	A Smoky Mountain Christmas 6-9pm

Board and Commission Meetings – April 2026

ABC Board	ABC Office – 52 Dayco Drive	April 21st 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	April 7th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	Every Other Month- May 19th 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	April 21st 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	April 2nd 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	April 1st 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	April 20th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	April 9th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	April 20th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	April 22nd 4 th Wednesday 9:00 AM



Application for Special Events Permit

I. General Information

EVENT NAME: RecJam '26 5k

EVENT DATE(S): September 26, 2026
 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: Vance Street Park & Greenway Trails

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

SET-UP TIME (START/END): 6:00am 1 hour

EVENT HOURS: 7:00am-10:00am

DISMANTLE HOURS (START/END): 9:00am-10:00am 1 hour

ESTIMATED ATTENDANCE: 100

BASIS ON WHICH THIS ESTIMATE IS MADE: Last year's event

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: Waynesville Parks & Recreation

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

APPLICANT NAME: Luke Kinsland TITLE: Director

ADDRESS: 550 Vance St CITY: Waynesville STATE: NC
ZIP 28786

PHONE: 828-456-2030 FAX#: _____ EMAIL: lukekinsland@waynesvillenc.gov

ON-SITE CONTACT: Luke Kinsland TITLE: Director

ADDRESS: 550 Vance St, Waynesville 28786

PHONE #: _____ CELL PHONE #: 828-335-6482 EMAIL: _____

VI. Additional Questions

How will **parking** be accommodated for this event? Parking at Rec Center & Vance Park

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? Rec Staff will pick-up

Volunteers: Will you require Civilian Police Volunteers for your event? Possibly if feasible per police dept

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

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

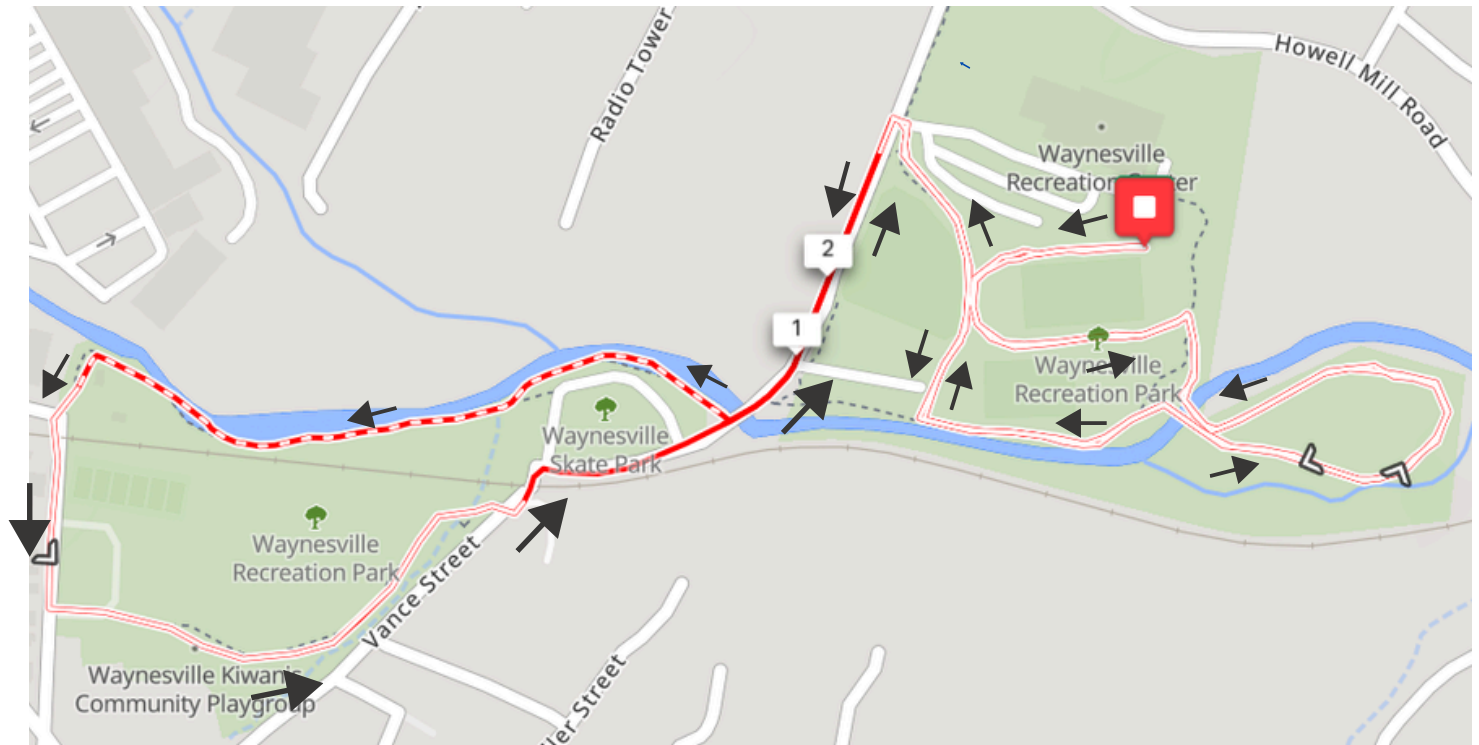
Application received:

Application approved:

Application denied:

Rec Jam 5k Course Map & Cues

[Link to Course Map](#)



- START/FINISH on track.
- Leave track in a counter clockwise direction towards greenway
- Turn RIGHT onto greenway
- Turn left to enter (cross bridge) Richland Creek greenway loop
- Turn left out (cross bridge) of Richland Creek greenway loop
- Turn right
- Turn left onto Vance Street
- Turn right before skate park onto the greenway (packed dirt)
- Turn left into the Waynesville Park lot
- Turn left onto Vance Street
- Turn right into Waynesville Recreation Center parking lot
- Turn right onto greenway
- Turn right onto Richland Creek greenway loop (cross bridge)
- Turn right from Richland Creek greenway loop (cross bridge)
- Turn left onto the track in clock wise direction
- FINISH

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: April 28, 2026**

SUBJECT: Request for Council approval of the special event permit for the Bikes, Buses, and Brews Social Ride

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Development Services
Contact: Alex Mumby, Land Use Administrator
Presenter: Alex Mumby, Land Use Administrator

SUMMARY:

Strive Not to Drive Week is a regional event organized by the Land of Sky Regional Council promoting multimodal transportation such as biking, walking, riding the bus, and carpooling. Events are held across the region including walk audits, bus tours, and bike rides. This will be the second year that Waynesville will be hosting its own ride, which will follow a route connecting Frog Level and Downtown Hazelwood.

The Town is partnering with Pigeon River Bikes, a local non-profit to provide free minor bike repair to those attending the ride. Members of the EAC will also be in attendance. This event will require no road closures and no police staffing.

MOTION FOR CONSIDERATION:

1. Council's approval of the special use permit.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. Special Event Permit
2. Bike Route
3. Event Poster

MANAGER'S COMMENTS AND RECOMMENDATIONS:



Application for Special Events Permit

I. General Information

EVENT NAME: Bikes Buses and Brews

EVENT DATE(S): May 15th, 2026
 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: Frog Level and Hazelwood

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

SET-UP TIME (START/END): 4:30

EVENT HOURS: 5:00 to 7:00

DISMANTLE HOURS (START/END): 7:30

ESTIMATED ATTENDANCE: 30

BASIS ON WHICH THIS ESTIMATE IS MADE: Previous event had 15 attendees

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: Town of Waynesville

ARE YOU A NON PROFIT CORPORATION?	No	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

APPLICANT NAME: Alex Mumby TITLE: Land Use Administrator

ADDRESS: 9 S Main St CITY: Waynesville STATE: NC ZIP: 28786
(828) 452

PHONE: 0401 FAX#: _____ EMAIL: amumby@waynesvillenc.gov

ON-SITE CONTACT: Alex Mumby TITLE: Land Use Administrator

ADDRESS: 9 S Main St, Waynesville, NC 28786
(828) 452

PHONE #: 0401 CELL PHONE #: _____ EMAIL: amumby@waynesvillenc.gov

III. Brief Description of Event

This is a family friendly bike ride starting a loop in Frog Level and biking past Waynesville Middle to the Folkmoot Center to see the new location of Pigeon River Bikes. The ride will loop back along the Dutch Fisher Greenway. The goal of the ride is to encourage biking through Waynesville. There will be free bike repair available before the ride for fixing issues such as flat tires.

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. _____
- 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 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? _____ 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 _____ _____56 Commerce St _____
<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: _____ 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 checked="" type="checkbox"/> Will you require access to water for the event? Explain _____ _____
<input type="checkbox"/>	<input checked="" 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? _____ _____

- 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 are encouraged to ride their bike to the event, but may also utilize the parking available in Frog Level

Notes:

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

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

The only trash generated will be from the bike repair and will be handled by Pigeon River Bikes.

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

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

Return to:

**Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager
Town of Waynesville
9 S. Main Street, P.O. Box 100, Waynesville, NC 28786
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VIII. Special Information for Applicants

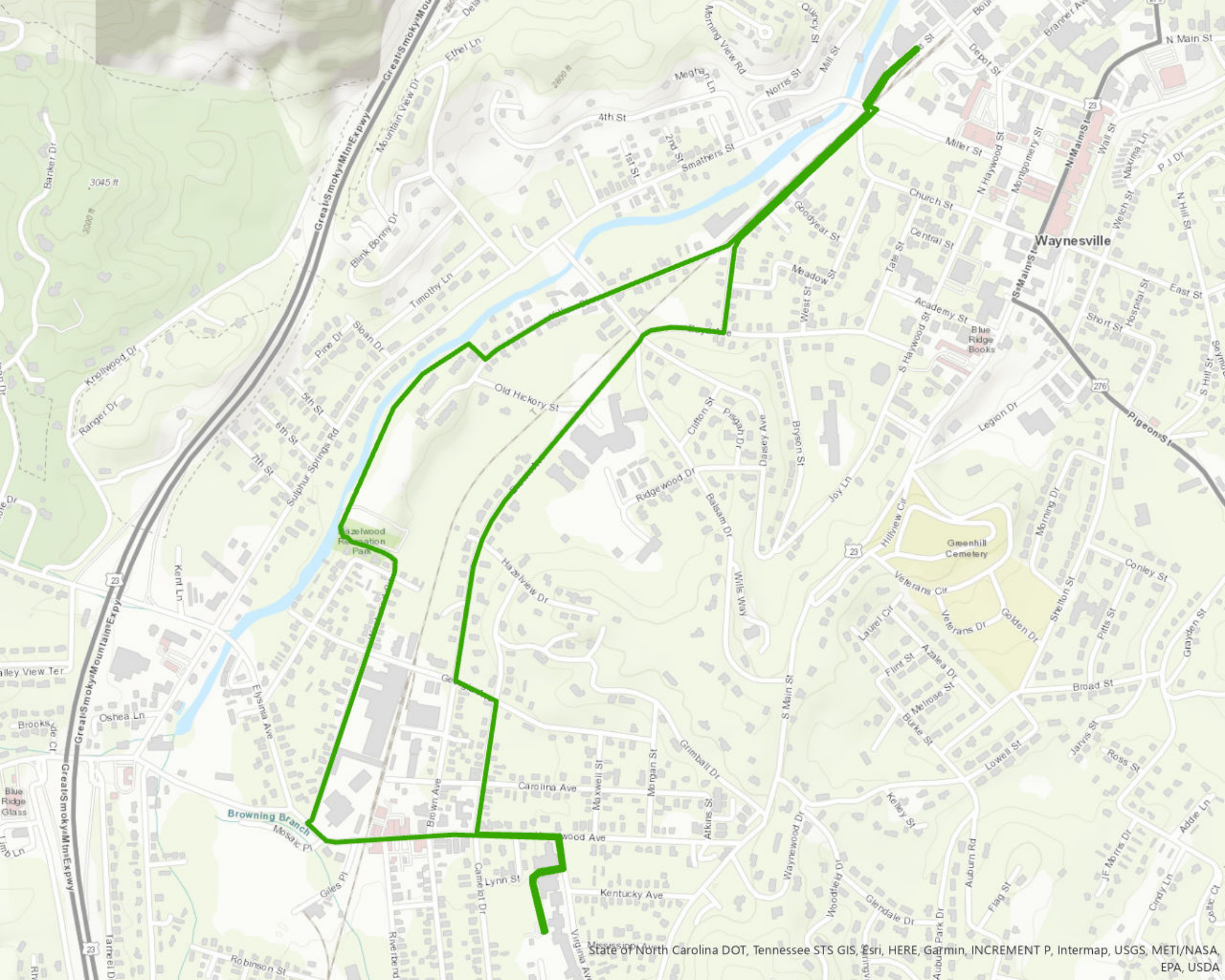
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- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only chalk may be used on streets – no permanent 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:



STRIVE NOT TO DRIVE WEEK

HAYWOOD COUNTY MAY 15-22

FREE BUS RIDES ALL WEEK!

Monday May 18 - Friday May 22. Two routes: from Waynesville to Haywood Community College and HCC to Canton. Visit haywoodtransit.com for route details.



BIKES, BUSES & BREWS

**FRIDAY, MAY 15 @ 6PM.
MEET AT FROG LEVEL
BREWING IN WAYNESVILLE**

- Begin gathering at 5pm for helmet fitting and minor bike repair like pumping up bike tires!
- Tour Pigeon River Bikes at Folkmoot along the route!



CLYDE FAMILY FUN RIDE

**MONDAY, MAY 18 @ 6PM.
MEET AT LEGACY DANCE
CENTER ON GLANCE ST.**

- Begin gathering at 5pm for helmet fitting and minor bike repair like pumping up bike tires!
- Food trucks on site!



Need bicycle repair? Visit Pigeon River Bikes at Folkmoot ahead of the rides! Open Saturdays noon-4pm. 112 Virginia Avenue, Waynesville, NC

WWW.STRIVEBEYOND.ORG



**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: April 28, 2026**

SUBJECT: Call for a Public Hearing for May 12, 2026, to consider the amendments to the Conditional District for Chick-fil-A Restaurant, Land Development Standards (LDS) Sections 15.2.5.D.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The subject property at 45 Barber Boulevard is located within the corporate limits of Waynesville and Russ Avene Regional Center Conditional District (RA-RC-CD). It is a site of the Chick-fil-A drive-through restaurant.

The original Conditional District (CD) for Ingles Markets- consisting of a grocery store (Ingles), I-market, gas station, and a site for a drive-thru restaurant- was approved by the Waynesville’s Board of Aldermen on February 8, 2011. On October 19, 2015, the plan was modified to relocate the restaurant building from the center of the parcel to the southeastern side of the lot and change the driveway locations for safety and better traffic flow. The Chick-fil-A restaurant was built in 2016.

On April 20, 2026, the Planning Board held a public hearing to consider the following amendments to the existing Conditional District:

- **Second drive-thru lane:** addition of a second drive-thru lane along the southeastern side of the building and expansion of the existing drive-thru lane. It would result in two (2) ordering and order fulfillment lanes in the drive-thru area and will expedite guests’ ordering and departure.
- **Sidewalk, curb and gutter, and retaining wall:** addition of a second drive-thru lane will require the removal of the sidewalk along this side of the property, the installation of a retaining wall, the replacement of the existing curb and gutter, and the installation of a proposed NC DOT vehicle impact guardrail.
- **Landscaping:** addition of the lane will also result in the elimination of some existing landscaping, specifically five (5) Maple Trees and various ornamental shrubs along the southeastern portion of the site, as indicated on the attached Landscape Plan. The applicant proposes to replace most of the landscaping and “return the site to as close to existing conditions as possible.”

The Planning Board recommends the approval of the amendments to the existing Conditional District with the following conditions:

1. Pay a fee-in-lieu to the Town to reconstruct the removed sidewalk section along the subject property’s southeastern side due to the addition of a second drive-thru lane.
2. Work with Town staff and replace the landscaping to be removed from the subject property (LDS Chapter 8).

Per LDS 15.2.5.D, “any substantial change to a Conditional District ... needs to be reviewed by the Planning Board and approved or denied by the Town Council as an amended Conditional District.” The addition of a second drive-thru lane will require removal of existing landscaping and paving of currently green landscaped areas. This will increase the impervious surface on site. An increase in impervious surface is considered a substantial change under LDS.

MOTIONS FOR CONSIDERATION:

1. Motion to call for public hearing for May 12, 2026, to consider the amendments to the Conditional District for Chick-fil-A Restaurant at 45 Barber Boulevard in Waynesville, NC 28786 (PIN 8616-22-6393), as recommended by the Planning Board.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. Draft Ordinance
2. Application materials: agent authorization, application form, property map, zoning, site plans

MANAGER’S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO.

AN ORDINANCE AMENDING THE EXISTING CONDITIONAL DISTRICT ON WAYNEVILLE’S OFFICIAL LAND DEVELOPMENT MAP

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed amendment to the existing Conditional District on the Land Development Map (Zoning Map) and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because it supports the following goals of the Comp. Plan:

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

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

Goal 5: Create opportunities for a sustainable economy.

- Promote the growth of existing local businesses and Waynesville’s “maker economy.”

WHEREAS, the proposed amendment to the Conditional District further supports the 2035 Comprehensive Plan because this property is designated as Mixed Use - Regional on the Future Land Use Map. This designation has the following purpose in the Comp. Plan:

- “Major nodes of activity located on major thoroughfares or adjacent to highways include commercial, lodging, entertainment, manufacturing, warehousing, tech-flex, research and development, health care facilities and light industrial uses. Uses draw visitors from the town and adjacent communities. They typically require high visibility, high traffic counts, connectivity to the region, and are sited on larger parcels. ...” (p. 27)

WHEREAS, this map amendment is reasonable, and it is in the public interest because it is also consistent with the intent of the main underlying zoning district- Russ Avenue Regional Center (RA-RC), as described in Section 2.3.7.C of the Land Development Standards (LDS):

- To serve as gateway to the town;
- “A setting for high intensity land uses addressing the needs of the Waynesville community and surrounding areas;”
- “Supporting dense development options;”
- Improve traffic flow and reduce congestion along the Russ Avenue corridor;
- Development shall “create a comfortable streetscape and public realm” by “providing sidewalks and street trees and providing access between development and public areas.”

WHEREAS, the Planning Board has reviewed and recommends the proposed amendment to the existing Conditional District for enactment by the Town Council; and

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

WHEREAS, after notice duly given, a public hearing was held on **April 20, 2026**, at the regular meeting of the Planning Board and on **May 12, 2026**, at the regularly scheduled meeting of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON MAY 12, 2026, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

To adopt the amendment to the Conditional District for the property located at **45 Barber Boulevard in Waynesville, NC 28786 (PIN 8616-22-6393), for the Chick-fil-A restaurant**, with the following conditions recommended by the Planning Board:

1. Pay a fee-in-lieu to the Town to reconstruct the removed sidewalk section along the subject property’s southeastern side due to the addition of a second drive-thru lane.
2. Work with Town staff and replace the landscaping to be removed from the subject property (LDS Chapter 8).

ADOPTED this _____ Day of _____, 2026.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

**AUTHORIZATION FOR AGENT TO
APPEAR BEFORE WAYNESVILLE PLANNING BOARD,
ZONING BOARD OF ADJUSTMENT, OR BOARD OF ALDERMEN**

The undersigned, **INGLES MARKETS, INCORPORATED**, a North Carolina corporation ("**Owner**"), being the owner of that real property located at **45 Barber Blvd.** in Waynesville or the ETJ area of Waynesville, Haywood County, North Carolina (the "**Property**"), has submitted or will submit or allow to be submitted, in coordination with **Chick-fil-A, Inc.**, a Georgia corporation, the ground lessee of the Property under Ground Lease dated September 8, 2015, as amended (the "**Lease**"), an application for establishment of a "Conditional District" with respect to the Property (the "**Application**") in the form attached hereto as **Exhibit "A"** and by this reference made a part hereof, which Application is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. Owner hereby authorizes the following named individual to submit and present such Application and case, as agent of Owner for the limited purposes herein set forth, at such hearings.

Name of Authorized Agent: **Jacob Smith**

Title and Company: **Restaurant Development Program Lead, Chick-fil-A, Inc.**

Address: **5200 Bluffington Road, Atlanta, GA 30349**

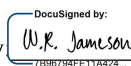
Phone and email: **(404) 295-1023; Jacob.smith@cfacorp.com**

The authorization set forth herein (the "**Authorization**") shall be good through the completion of the project for which the Application is made and Town approval is requested, or until sooner revoked in writing by Owner. The Town of Waynesville may rely on this Authorization until it is given notice of the revocation of this Authorization or until a change of property ownership takes place.

This the 16th day of January 2026.

Owner:

INGLES MARKETS, INCORPORATED,
a North Carolina corporation

By  _____
Name: W.R. Jameson
Title: Vice President – Real Estate & Distribution

Address and phone number:

2913 U.S. Highway 70 West
Black Mountain, North Carolina 28711-9103
Attention: Real Estate Department

EXHIBIT "A"

Copy of Ingles-Approved Application



TOWN OF WAYNESVILLE
Development Services Department
PO Box 100
9 South Main Street
Waynesville, NC 28786
Phone (828) 456-8647 • Fax (828) 452-1492
www.waynesvillenc.gov

Application for Land Development Standards Map Amendment: Conditional District

Application is hereby made on April 10th, 2026 to the Town of Waynesville for the following map amendment to establish or amend a Conditional District:

Property owner of record: Ingles Markets, Incorporated, a North Carolina corporation

Address/location of property: 45 Barber Blvd, Waynesville, NC 28786

Parcel identification number(s): 8616-22-6393

Deed/Plat Book/Page. (attach legal description): DB. 985 PG. 1202 Plat Reference: SLIDE D PG 435

The property contains 1.43 acres, shown as 1 number of lots under unified control.

Current district: Russ Avenue

Conditional Districts are zoning overlays with conditions voluntarily added by the applicant onto specified properties and approved in a legislative procedure by the Board of Aldermen in accordance with G.S. 160D. Conditional Districts provide for orderly and flexible development under the general policies of this Ordinance without the constraints of prescribed standards guiding by-right development. Conditional Districts are not intended to relieve hardships otherwise handled with a variance procedure.

Conditional District application requirements attached:

Environmental Survey (15.4.1)

Master Plan (15.4.3)

Other plans, drawings, renderings, elevations, maps and documents included as development documents for approval by the Board of Aldermen.

Full list of proposed uses consistent in character with the underlying zoning district and any conditions requested as part of the Master Plan.

A proposed development schedule if the project is to be phased.

Applicant Contact Information

Applicant Name (Printed): Jacob Smith

Mailing Address: 5200 Buffington Road Atlanta, GA 30349

Phone(s): 404-295-1023

Email: jacob.smith@cfacorp.com

Signature of Property Owner(s) of Record Authorizing Application:

Please submit application to: Town of Waynesville Development Services Department, 9 South Main Street, Waynesville, NC 28786.

This institution is an equal opportunity provider

Report For

INGLES MARKETS INC A NC CORP
PO BOX 6676
ASHEVILLE, NC 28816-6676

Account Information

PIN: 8616-22-6393

Deed: 1095/978

1082/80
CABD/435

Site Information

RESTAURANT FAST FOOD

Commercial Use

45 BARBER BLVD WAYNESVILLE NC 28786

Heated Area: 4845

Year Built: 2016

Total Acreage: 1.258

Township: Town of Waynesville

Site Value Information

Land Value:

Building Value:

Market Value:

Deferred Value:

Assessed Value:

Sale Price:

Sale Date: 09/28/2023

Tax Bill 1:

Tax Bill 2:



1 inch = 100 feet

April 20, 2026

Disclaimer: The maps on this site are not surveys. They are prepared from the inventory of real property found within this jurisdiction and are compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of any information contained on these maps. Haywood county and the website provider assume no legal responsibility for the information contained on these maps.

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SCOPE OF WORK:

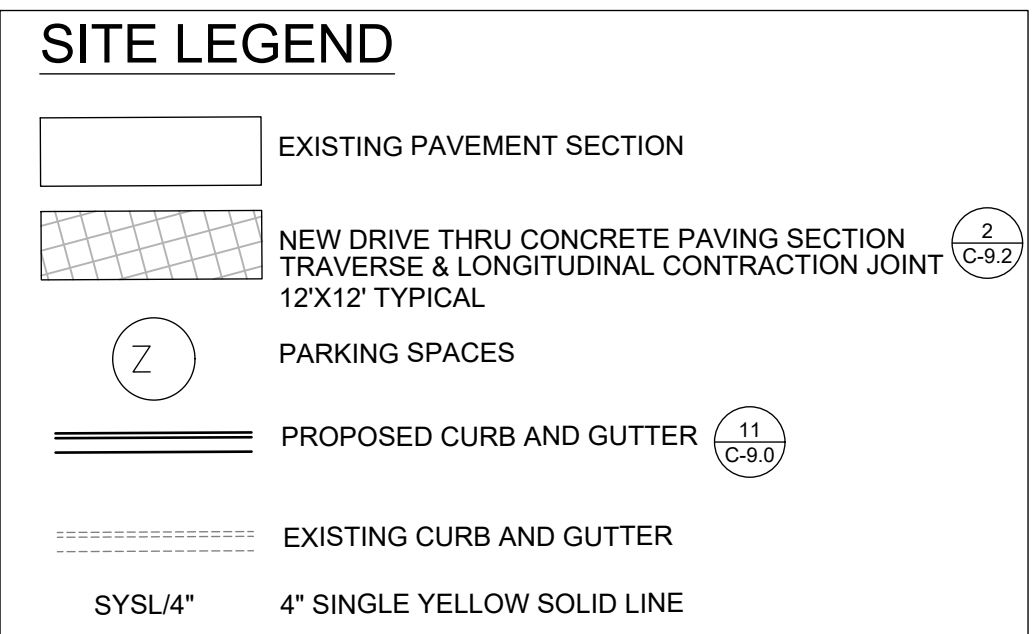
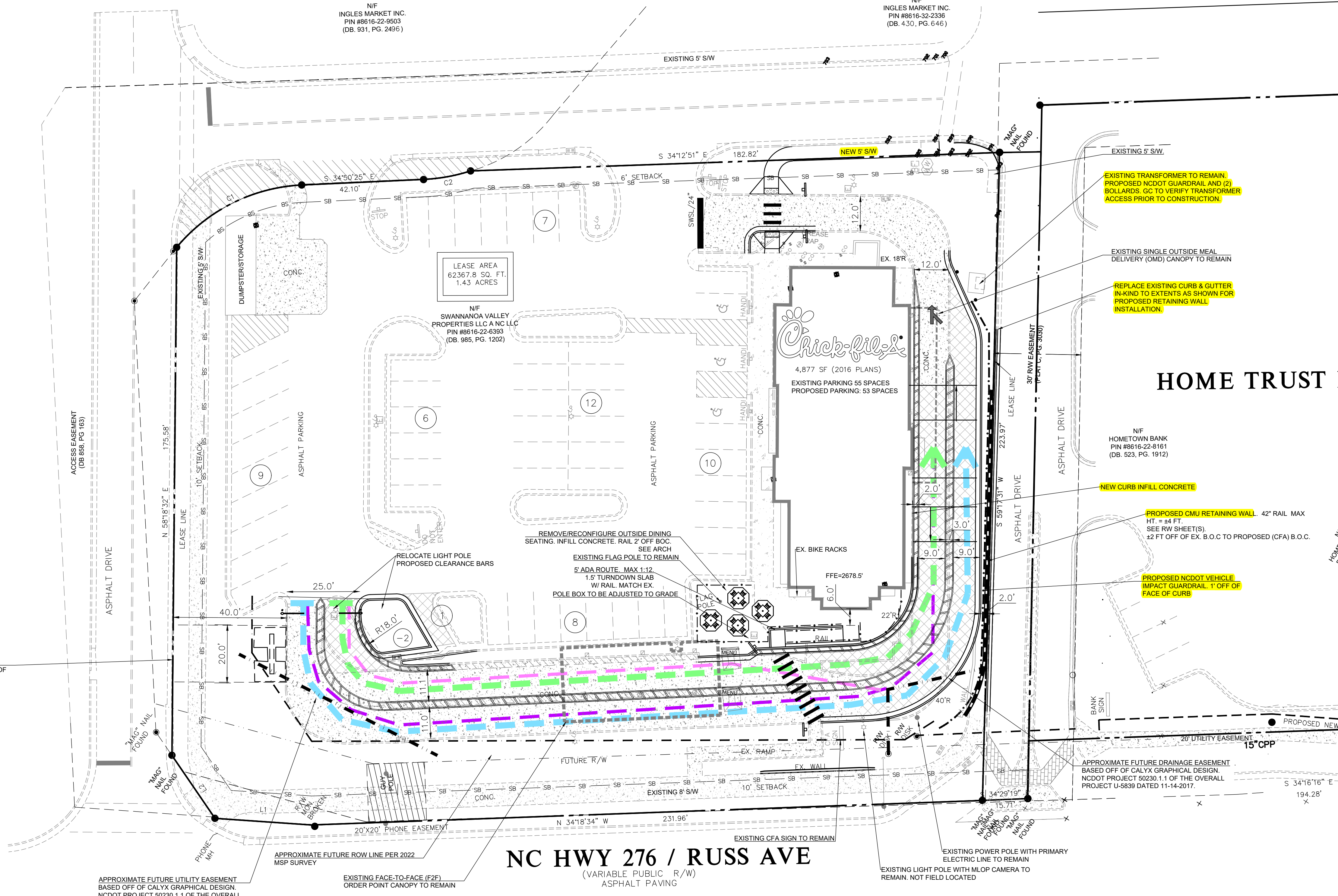
- RECONSTRUCT ENTRANCE OF DRIVE-THRU, DUAL-LANE ENTRY.
- ADD/CONTINUE SECOND DRIVE-THRU LANE FROM ORDER POINT TO MEAL DELIVERY ZONE.

DRIVE THRU IMPROVEMENTS

THE PLANNED SITE IMPROVEMENTS INCLUDE INCREASING THE DRIVE THRU QUEUEING CAPACITY FROM ITS CURRENT (LANE 1) ± 200 LINEAR FEET AND (LANE 2) ± 320 LINEAR FEET TO THE PROPOSED (LANE 1) ± 295 LINEAR FEET AND (LANE 2) ± 332 LINEAR FEET. THIS WILL BE ACHIEVED BY IMPLEMENTING 2 MEAL ORDERING AND FULFILLMENT LANES IN THE DRIVE THRU AREA AND WILL INCREASE STANDING QUEUE OF ONSITE VEHICLES. IN ADDITION, THE PROPOSED DRIVE THRU DOOR AND TEAM MEMBER STRIPING WILL INCREASE DRIVE THRU EFFICIENCY AND THROUGHPUT CAPABILITIES BY ALLOWING TEAM MEMBERS TO DELIVER MEALS UPSTREAM AND PROVIDE SPACE TO EXPEDITE GUESTS' DEPARTURE FROM THE QUEUE ONCE THEY RECEIVE THEIR MEALS.

DRIVE THRU STACKING LEGEND

- EXISTING DT LANE 1 STACK: ± 200 LINEAR FEET
 - EXISTING DT LANE 2 STACK: ± 320 LINEAR FEET
 - PROPOSED DT LANE 1 STACK: ± 295 LINEAR FEET
 - PROPOSED DT LANE 2 STACK: ± 332 LINEAR FEET
- NEW PROPOSED STACK LENGTH LANE 1 ± 95 LINEAR FEET
NEW PROPOSED STACK LENGTH LANE 2 ± 12 LINEAR FEET



SURVEY REFERENCE

INFORMATION SHOWN HAS BEEN BASED ON AN ELECTRONIC AS-BUILT SURVEY BY MSP, INC. DATED 3/6/2022

NOTICE: PEDESTRIAN SAFETY

THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO SEPARATE EACH WORK AREA FROM PEDESTRIAN TRAFFIC AND TO ENSURE SAFE PEDESTRIAN PASSAGE AT ALL TIMES.

THE CONTRACTOR SHALL ALSO UTILIZE SAFE WARNING SIGNS, BARRICADES AND OTHER RELATED MEASURES, AS NECESSARY. THE CONTRACTOR SHALL COORDINATE PERIODICALLY WITH THE PROJECT MANAGER TO REVIEW SAFETY CONCERNS AND ADVISE ON ACTIVE WORK AREAS.

SITE METALS

ALL SITE METALS TO BE PAINTED DARK BRONZE INCLUDING DIRECTIONAL SIGNAGE. (SITE LIGHTING IS EXCLUDED.) *SHERWIN WILLIAMS BRONZETONE CUSTOM COLOR CHART - DARK BRONZE*

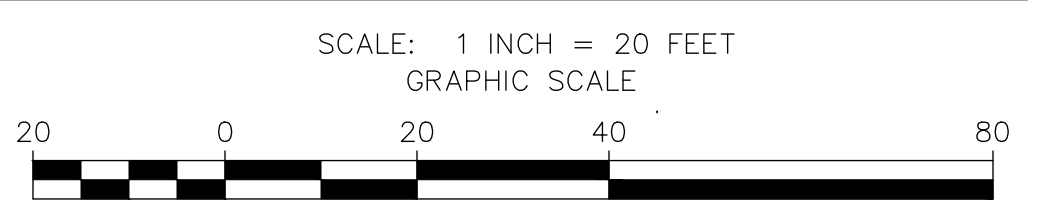
GENERAL NOTES:

CONTRACTOR TO CONFIRM ALL UNDERGROUND NEW AND/OR EXISTING WATER, IRRIGATION, GAS SEWER AND ELECTRICAL IS UNDAMAGED PRIOR TO INSTALLING CONCRETE/ASPHALT. LEAKS AND/OR REPAIRS WILL BE AT CONTRACTOR EXPENSE.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE OPERATOR'S LANDSCAPE AND IRRIGATION VENDOR TO ENSURE THAT INSTALLATION AND PROTECTION OF EXISTING PLANT MATERIAL.

DEMOLITION OF EXISTING LANDSCAPING NECESSARY FOR THE CONTRACTOR TO ACCOMPLISH THE SCOPE OF WORK SHALL BE BY THE CONTRACTOR. TREE AND SHRUB REMOVAL NEEDED FOR BUILDING ADDITIONS OR PARKING LOT ADDITIONS SHALL BE BY THE CONTRACTOR.

PRELIMINARY SITE PLAN



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



Hill Foley Rossi & Associates
ARCHITECTURE + ENGINEERING
3680 Pleasant Hill Road
Suite 200
Duluth, GA 30096
770.622.9858

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HILL FOLEY ROSSI & ASSOCIATES,
LLC REG NO. P-0227, EXP. 6/30/2025

CHICK-FIL-A

WAYNESVILLE

45 BARBER BLVD,
WAYNESVILLE, NC 28786

FSR#3641

BUILDING TYPE / SIZE: S08H-C-R
RELEASE:

NO.	DATE	DESCRIPTION

CONSULTANT PROJECT #	22.1004.01
PRINTED FOR	REVIEW
DATE	03.13.2026
DRAWN BY	BTD

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PRELIMINARY SITE PLAN
SHEET NUMBER

CP.2

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E

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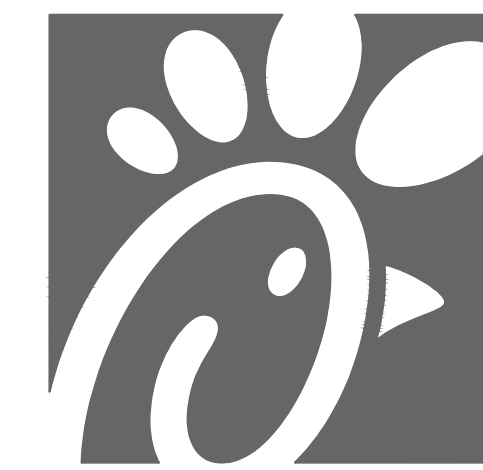
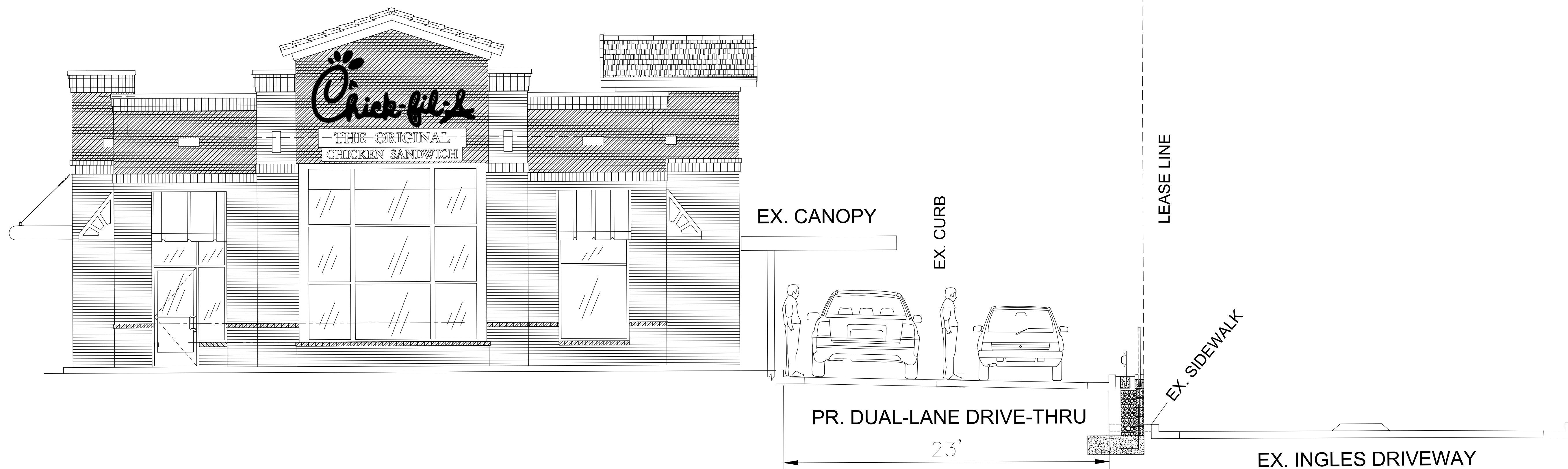
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B

A

EX. BUILDING

(FOR REFERENCE ONLY)



Chick-fil-A
 5200 Buffington Road
 Atlanta, Georgia
 30349-2998



Hill Foley Rossi & Associates
 ARCHITECTURE + ENGINEERING
 3680 Pleasant Hill Road
 Suite 200
 Duluth, GA 30096
 770.622.9858

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HILL FOLEY ROSSI & ASSOCIATES,
 LLC REG NO. P-0227, EXP. 6/30/2025

CHICK-FIL-A
WAYNESVILLE
 45 BARBER BLVD,
 WAYNESVILLE, NC 28786

FSR#3641

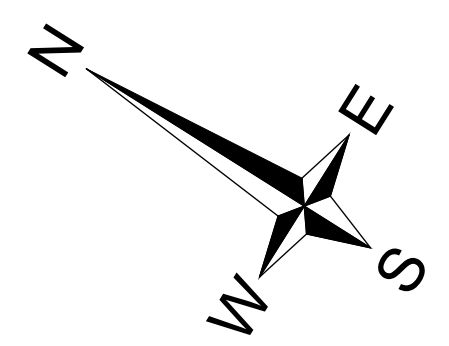
BUILDING TYPE / SIZE: S08H-C-R
 RELEASE:

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

CONSULTANT PROJECT #	22.1004.01
PRINTED FOR	REVIEW
DATE	03.13.2026
DRAWN BY	BTD

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SHEET
 STREET SECTION
 SHEET NUMBER



STREET SECTION

SCALE: N.T.S.

CX.1

4


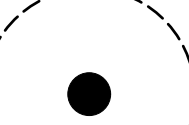
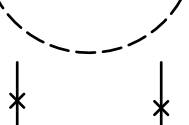
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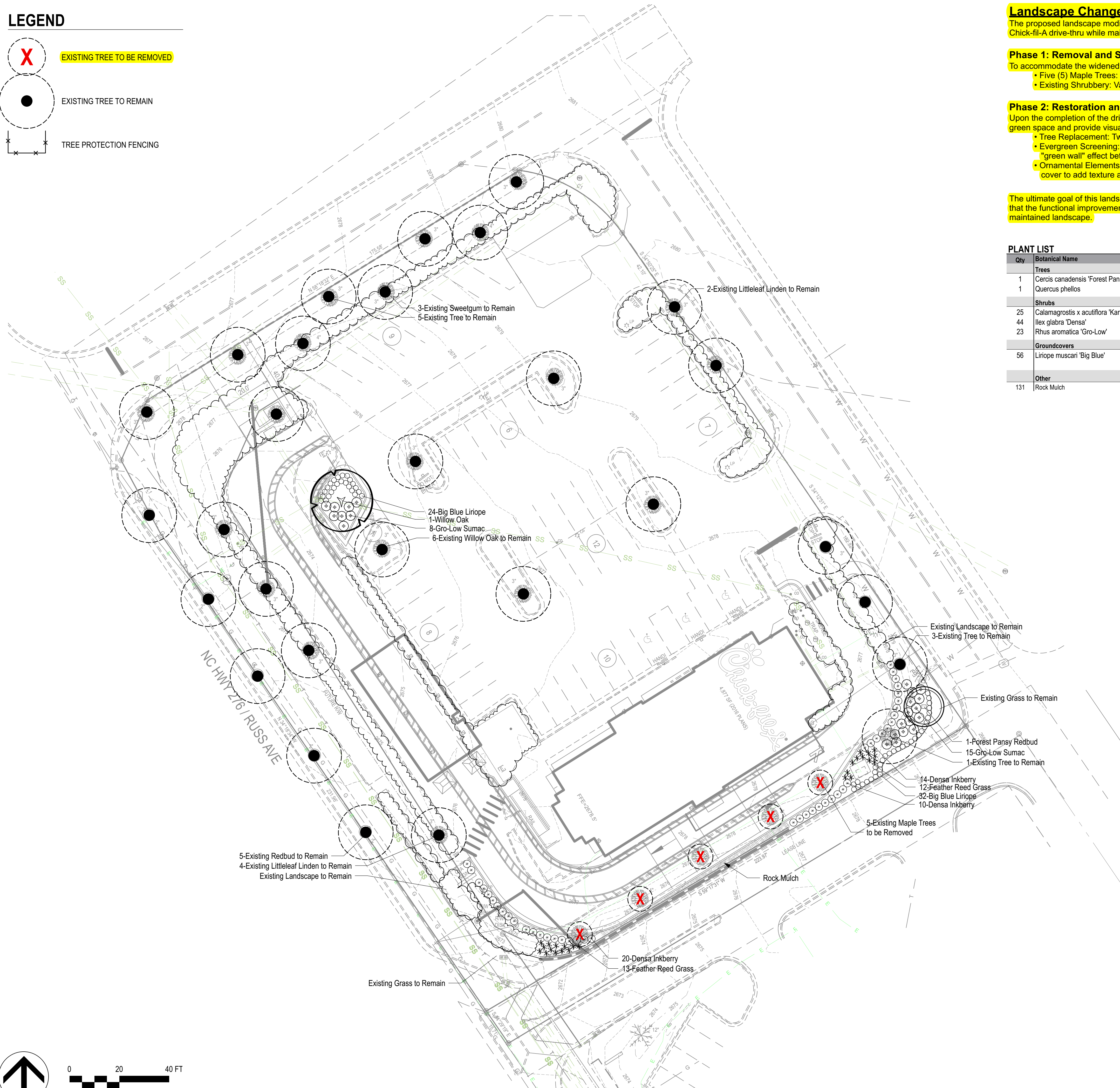
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LEGEND

-  EXISTING TREE TO BE REMOVED
-  EXISTING TREE TO REMAIN
-  TREE PROTECTION FENCING



Landscape Change Narrative: 45 Barber Blvd

The proposed landscape modifications at 45 Barber Blvd are designed to facilitate the expansion of the existing Chick-fil-A drive-thru while maintaining the site's aesthetic character.

Phase 1: Removal and Site Preparation

To accommodate the widened drive-thru lane and updated traffic flow, the following existing vegetation will be removed:

- Five (5) Maple Trees: Currently located along the internal drive and existing drive-thru perimeter.
- Existing Shrubbery: Various ornamental shrubs within the immediate construction footprint will be cleared.

Phase 2: Restoration and Replanting

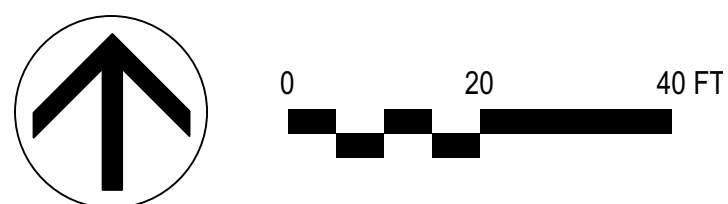
Upon the completion of the drive-thru expansion, the site will undergo a comprehensive replanting phase to restore green space and provide visual buffering. The new landscape plan includes:

- Tree Replacement: Two (2) new trees will be installed to anchor the updated landscape islands.
- Evergreen Screening: A selection of evergreen shrubs will be planted to provide year-round screening and a "green wall" effect between the drive-thru and adjacent areas.
- Ornamental Elements: The base of the planting areas will be filled with a mix of ornamental grasses and ground cover to add texture and visual interest.

The ultimate goal of this landscape transition is to return the site as close to existing conditions as possible, ensuring that the functional improvements to the Waynesville location are complemented by a refreshed and professionally maintained landscape.

PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Trees				
1	<i>Cercis canadensis</i> 'Forest Pansy'	Forest Pansy Redbud	8'-10' Hgt. x 5'-6' Spr.	B & B
1	<i>Quercus phellos</i>	Willow Oak	2" Cal; 8' Hgt.	B & B; single straight leader
Shrubs				
25	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Foerster's Feather Reed Grass	3 Gal.	
44	<i>Ilex glabra</i> 'Densa'	Densa Inkberry	3 Gal.	
23	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Sumac	3 Gal.	
Groundcovers				
56	<i>Liriope muscari</i> 'Big Blue'	Big Blue Liriope	1 Gal.	Plant 24" O.C.
Other				
131	Rock Mulch	Rock Mulch	SF.	See Specifications



Chick-fil-A
 Chick-fil-A
 5200 Buffington Road
 Atlanta, Georgia 30349-2998



MLD STUDIO
 Landscape Architecture
 51 Old Canton Street
 Alpharetta, GA 30009
 770.442.8171



CHICK-FIL-A
WAYNESVILLE FSU
 45 BARBER BOULEVARD
 WAYNESVILLE, NC 28786

FSU# 03611

REVISION SCHEDULE
 NO. DATE BY DESCRIPTION

MLD PROJECT # 2022151
 PRINTED FOR PERMIT
 DATE 3/17/26
 DRAWN BY AN

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SHEET
Landscape Plan

SHEET NUMBER
L-100

PERMIT

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: April 28, 2026**

SUBJECT: Proclamation In Recognition of the Mountain View Garden Club's 75th Anniversary

AGENDA INFORMATION:

Agenda Location: Proclamation
Item Number:
Department: Administration
Contact: Angie E. Van Scyoc
Presenter: Mayor Gary Caldwell

BRIEF SUMMARY:

MOTION FOR CONSIDERATION: N/A

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS: Proclamation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

PROCLAMATION IN RECOGNITION OF

THE MOUNTAIN VIEW GARDEN CLUB'S 75th ANNIVERSARY

WHEREAS, the Town of Waynesville recognizes the Mountain View Garden Club on its 75th anniversary for valuable and enduring contributions to the Waynesville community and our great County of Haywood; and

WHEREAS, the Mountain View Garden Club is a long continuing service organization in our community; it has worked to enhance the beauty and environmental health of Waynesville through its projects in the greater Haywood County community by planting flowers, trees, improving community landscaping, and establishing blue bird habitats; and

WHEREAS, the volunteers provide beautification and maintenance in support of the Shelton House Cottage Garden, the Waynesville Library Gardens, the Mib Medford Garden, the topiaries at the entrance to the Waynesville library and the Serenity Garden at Richland Creek; and

WHEREAS, the Mountain View Garden Club supports Haywood County Elementary Schools through donations to their school gardening programs; and

WHEREAS, the Town of Waynesville of North Carolina recognizes the Mountain View Garden Club and the efforts of its members to preserve and improve the beautiful landscape of the Town of Waynesville community;

NOW, THEREFORE, I Gary Caldwell Mayor of the Town of Waynesville, do hereby proclaim and recognize April 28, 2026 as the 75th Anniversary of the Mountain View Garden Club.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Waynesville, NC to be affixed this 28th day of April, in the year of our Lord, two thousand and twenty-six.

Town of Waynesville

Attest: _____

Town Clerk, Candace Poolton

Mayor Gary Caldwell

SEAL:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: April 28, 2026**

SUBJECT: Special Events Fees

AGENDA INFORMATION

Agenda Location: Old Business
Department: Administration
Contact: Jesse Fowler, Deputy Town Manager
Presenter: Jesse Fowler, Deputy Town Manager

BRIEF SUMMARY

At the direction of the Town Council, staff has prepared the following Special Event Fees for consideration and adoption.

Special Event Fee Recommendations			
<i>Tier</i>	<i>Event Type</i>	<i>Tier Description</i>	<i>Price</i>
Tier 1	Small Neighborhood Events	Tier 1 events require minor barricade deployments with no staff present during the event.	\$0.00
Tier 2	Rolling Road Closures	Tier 2 events only temporarily block intersections in order to escort event permit holders with on-duty Police Officers.	\$100
Tier 3	Road Closures, Festivals, Parades	Tier 3 events require major road closures with staff present before, during, and after the event.	\$250
Tier 4	Foot Races Less Than 5k	Tier 4 events are foot races no longer than 3 miles.	\$400
Tier 5	Foot Races Less Than 5k	Tier 5 events are foot races which are 3.1 miles or longer.	\$500
Tier 6	Sports and Entertainment Events	Tier 6 events are sports events where the applicant is requesting Police and/or Fire personnell present, not including SROs.	\$500
Stage Rental	Stage Rental	The Town of Waynesville owns a stage that is available to applicants who wish to rent it for their events at an additional cost	\$250

MOTIONS FOR CONSIDERATION

Motion to adopt the proposed fee schedule and to begin implementing these fees immediately upon adoption.

FUNDING SOURCE/IMPACT

ATTACHMENTS

MANAGER’S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: April 28, 2026**

SUBJECT: Whole Bloomin' Thing Social District Request

AGENDA INFORMATION

Agenda Location: New Business
Department: Administration
Contact: Cassandra Carter, Applicant
Presenter: Cassandra Carter, Applicant

BRIEF SUMMARY

Ms. Cassandra Carter has requested to appear before the Town Council in order to amend their Special Event Permit Application in order request a social district be permitted within the Frog Level area during the hours of their event.

MOTIONS FOR CONSIDERATION

FUNDING SOURCE/IMPACT

ATTACHMENTS

- Whole Bloomin Thing Amended Application
- Waynesville Special Event Social District Ordinance
- Waynesville Special Event Social District Staff Training
- Event Map
- FMLA Insurance

MANAGER'S COMMENTS AND RECCOMENDATIONS



Application for Special Events Permit

I. General Information

EVENT NAME: The Whole Bloomin' Thing

EVENT DATE(S): May 9th, 2026
 Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Commerce and Depot Street / Frog Level

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

SET-UP TIME (START/END): 530am to 4:30 pm

EVENT HOURS: 9 AM- 4 PM

DISMANTLE HOURS (START/END): 3:30- 4:15

ESTIMATED ATTENDANCE: 2k

BASIS ON WHICH THIS ESTIMATE IS MADE: Previous years attendance

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Frog Level Historic Association

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

APPLICANT NAME: Cassandra Carter TITLE: Treasurer

ADDRESS: 56 Commerce St. CITY: Waynesville STATE: NC
ZIP 28786

PHONE: 82827662 FAX#: _____ EMAIL: Cass.carter@7clansbrewing.com
30

ON-SITE CONTACT: Cassandra Carter/ Monte Bumbernick TITLE: Directors

ADDRESS: 56 Commerce St.

PHONE #: 82827662 CELL PHONE #: _____ EMAIL: Cass.carter@7clansbrewing.com
30

III. Brief Description of Event

Festival vendors are local and regional artisans, growers. Annual, perennial's, shrubs and Trees are a big part of what is sold.

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

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

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

1. Commerce Street - Beside Panacea to the red light on Depot.

2. Depot Street , end of Trader parking lot to the railroad track.

3.

V. Event Details

YES NO

Does the event involve the sale or **use of alcoholic beverages**?

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

Does the event involve the **sale of food**? _____

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

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

Number of Stages: 1 Number of Band(s): 2 Amplification? Minimal/ only the equipment the band has

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

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

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

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

Approx. Number of Tents: 80ish Will any tent exceed 400 sq. feet in area? NO YES

Does the event involve the use of **pyrotechnics**? Explain _____
Will you provide **portable toilets** for the general public attending your event? IF SO, how many and

Hand washing station , Handicap porta john and single porta john, located beside Open Door in Alley. where will they be located? _____

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

Will you require **access to water** for the event? Explain
Plants will need water through out the day. Water access in parking lot is the only one needed

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

Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s).
Food Vendors 75.00 and 45.00 for artisans and non profits / \$55 for growers

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

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

VI. Additional Questions

How will **parking** be accommodated for this event? Haywood Builders, Armory , Parking Deck, Parking area behind Town and upper part of Depot Street. Spaces are already allotted for Handicap 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? Town delivers a dumpster , placed in Alley beside Open Door , we keep How will trash be contained and removed during and after trash emptied in Dumpster , ended.

Volunteers: Will you require Civilian Police Volunteers for your event? Yes Please! They were such a great help during last years event.

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

Return to:

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Richland Creek

BLUE VENDOR SETUP & ENTRY APPROACH



FOOD & BEER GARDEN

F4 F3
F2
F1

GREEN ROOM

ENTRANCE

PATH TO FOOD & BEER

RESTROOMS

PANACEA

FROG LEVEL BREWING

LINESIDE

24 25 26 ↑ 27 28 29 30 ↑ 31 32 33 34 35 36 37 38 ↑ 39 40 41 ↑ 42 43 44 45 46 47 48

HERBAL BAR

23 22 21 20 19 18 17 ↓ 16 15 14 13 12 11 10 ↓ 9 8 7 6 5 4 3 2 1 ↓

STAGE

[PARKING LOT FOR GREEN VENDORS] P

BLUE VENDOR SETUP & ENTRY APPROACH

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Depot St

Water St

Blue Ridge Thread Co.

Coyote Moon collective

ADDL PARKING AT HAYWOOD BUILDERS P

[PARKING LOT FOR VENDORS] 12-15 SPOTS P

GREEN & ORANGE VENDOR SETUP/ENTRY APPROACH

Boundary St P

ADDL PARKING AT OLD ARMORY P

- 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, 24-48, 92-98

APPROACH FESTIVAL'S BLOCKED STREETS FROM BRANNER AVE > DEPOT ST > COMMERCE

★ CHECK-IN AT RAILROAD CROSSING

BLUE VENDORS, 49-91

APPROACH FESTIVAL'S BLOCKED STREETS FROM DELLWOOD CITY RD, CROSS BRIDGE/CREEK

★ CHECK-IN AT START OF DEPOT ST

Branner Ave

Charles St

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1566115F

Effective Date: 04/28/2025

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

HISTORIC FROG LEVEL MERCHANTS ASSOC INC
P.O. BOX 1575
WAYNESVILLE, NC 28786

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 04/28/2025 To: 04/28/2026

Non Profit Directors and Officers Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

- a. Non Profit Directors & Officers \$1,000,000 EACH CLAIM
- b. Non Profit Directors & Officers \$1,000,000 IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$698

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

Employment Practices Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

- a. Employment Practices NOT COVERED
- b. Employment Practices

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

O-15-26

**TOWN OF WAYNESVILLE ORDINANCE CREATING
AN EVENT-SPECIFIC SOCIAL DISTRICT**

WHEREAS, the Town has the legal authority under G.S. §§ 160A-205.4 and 18B-300.1 to adopt an ordinance designating one or more social districts within its municipal limits;

WHEREAS, the The Historic Frog Level District wishes to adopt a social district for the The Whole Bloomin Thing taking place on Saturday, May 9th, during the designated hours of 10:00 – 4:00 PM in which the possession and consumption of alcoholic beverages are allowed within a certain geographic area during the event, subject to applicable laws, rules and regulations;

NOW, THEREFORE, the Town Council of the Town of Waynesville, North Carolina, hereby adopts this temporary ordinance as follows:

1. **Effectiveness.** This ordinance shall only be effective during the designated hours of the event. If the event is postponed to another date and time, then the date on which this ordinance shall be effective shall automatically be changed to coincide with the new date of the event. If the event is cancelled, then this ordinance shall be immediately repealed as to that event and of no force and effect.
2. **Definitions.** The following definitions shall apply:
 - a. *ABC Commission* – The North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200.
 - b. *ABC permit(s)* – Any written or printed authorization issued by the ABC Commission pursuant to the provisions of Chapter 18B of the N.C General Statutes, other than a purchase-transportation permit. Unless the context clearly requires otherwise, as in the provisions concerning applications for permits, “ABC permit” or “permit” means a presently valid permit.
 - c. *Alcoholic beverage* – Any beverage containing at least one half of one percent (0.5%) alcohol by volume, including beer or malt beverages, unfortified wine, fortified wine, spirituous liquor, mixed beverages, and any alcohol consumable.
 - d. *Alcohol consumable (or consumable alcohol)* – Any manufactured and packaged ice cream, ice-pop, gum-based or gelatin-based food product containing at least 0.5% alcohol by volume.
 - e. *Customer* – A person who purchases an alcoholic beverage from a permittee that is in a social district.
 - f. *Malt beverage (or beer)* – Beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage or alcohol consumable, except for fortified and unfortified wine as defined by Chapter 18B of the N.C. General Statutes, containing at least 0.5% and not more than 15% alcohol by volume.
 - g. *Mixed beverage* – Either a drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package or a premixed cocktail served from a closed package containing only one serving.
 - h. *Non-permittee business* – A business that is located in a social district and does not hold any ABC permit.
 - i. *Open container* – A container whose seal has been broken or a container

other than the manufacturer's unopened original container.

- j. *Permittee* – An establishment holding any of the following permits issued by the ABC Commission:
 - i. An on-premises malt beverage permit issued pursuant to G.S. § 18B-1001(1);
 - ii. An on-premises unfortified wine permit issued pursuant to G.S. § 18B-1001(3);
 - iii. An on-premises fortified wine permit issued pursuant to G.S. § 18B-1001(5);
 - iv. A mixed beverages permit issued pursuant to G.S. § 18B-1001(10);
 - v. A wine shop permit issued pursuant to G.S. § 18B-1001(16);
 - vi. A special one-time permit issued pursuant to G.S. § 18B-1002.
- k. *Person* – An individual, firm, partnership, association, corporation, limited liability company, other organization or group or other combination of persons acting as a unit.
- l. *Police Department* – The Town of Waynesville Police Department.
- m. *Premises* – A fixed permanent establishment, including all areas inside or outside of the licensed premises, where the permittee has control through a lease, deed, or other legal instrument.
- n. *Social district* – A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the Town by ordinance pursuant to G.S. § 18B-300.1(d). A social district may include privately owned property, including permittees and non-permittee businesses, multi-tenant establishments, as defined in G.S. § 18B-1001.5, and public streets, sidewalks, crosswalks, and parking areas, whether or not the streets, sidewalks, or parking areas are closed to vehicle traffic.
- o. *Spirituous liquor (or liquor)* – Distilled spirits or ethyl alcohol, and any alcohol consumable containing distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin, and all other distilled spirits or mixtures of cordials, liqueur, and premixed cocktails, in closed-containers regardless of their dilution.
- p. *Town* – The Town of Waynesville
- q. *Wine, fortified* – Any wine or alcohol consumable containing more than 16% and no more than 24% alcohol by volume, made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.
- r. *Wine, unfortified* – Any wine or alcohol consumable containing 16% or less alcohol by volume that is made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

3. **Boundaries and Map.** The boundaries of the social district shall be as shown on the designated map which is attached to Exhibit A and which shows the restaurants,

businesses, streets, sidewalks, dining areas, alleyways, and other areas that are part of the social district.

4. **Management and Maintenance Plan.** The Management and Maintenance Plan which is attached as Exhibit A is found to be in compliance with the requirements of this ordinance and applicable law and is hereby approved. The Town Clerk shall post the approved Management and Maintenance Plan on the Town's website within 24 hours of the adoption of this ordinance and the Plan must remain readily available for public inspection from the date of ordinance adoption through the end of the event.
5. **Sale of Alcoholic Beverages.** Permittees are allowed to sell alcoholic beverages pursuant to their ABC permit in the social district. Nothing in this ordinance shall alter the duties and responsibilities of any permittees to abide by North Carolina's laws and regulations regarding the sale of alcoholic beverages. Permittees operating within or contiguous to the social district and participating in the social district may allow its customers to leave its premises with one alcoholic beverage purchased from the permittee as long as the alcoholic beverage is contained within an appropriate container as set out in the Management and Maintenance Plan and as described in section 6(b) of this ordinance.
6. **Possession and Consumption of Alcoholic Beverages.** Notwithstanding any state or local law or ordinance prohibiting open containers, the possession and consumption of alcoholic beverages are allowed as follows:
 - a. Alcoholic beverages purchased from a permittee located within or contiguous to the social district may be possessed and consumed within the designated social district (including within participating businesses located within the social district).
 - b. Alcoholic beverages within the social district must be in containers meeting the requirements of G.S. § 18B-300.1(e), and the approved Management and Maintenance Plan, including the following:
 - i. The container must clearly identify the permittee from which the alcoholic beverage was purchased;
 - ii. The container must clearly display a logo or other mark that is unique to the social district in which it will be consumed;
 - iii. The container must not be made of glass;
 - iv. The container must display the following statement in no less than 12-point font – "Drink Responsibly – Be 21";
 - v. The container may not hold more than 16 fluid ounces.
 - c. Alcoholic beverages may only be possessed and consumed during the designated hours of the events.
 - d. Any person in possession of an alcoholic beverage within the social district must dispose of the alcoholic beverage before exiting the social district or entering or mounting a vehicle (including a bicycle or similar transportation device) located within the social district. Possession of an open container outside of the social district is a violation of G.S. §§ 18B-300 and/or 18B-301, which is punishable in criminal court as a misdemeanor.
 - e. Alcoholic beverages that are purchased from a permittee within the social district for off-premises consumption (i.e. uncorked bottle of wine, etc.) are not allowed to be consumed within the social district.

7. **Alcoholic Beverages Not Purchased within the Social District Prohibited.** North Carolina law does not allow the possession or consumption of alcoholic beverages within the social district that are not purchased from a permittee located within the social district. Alcoholic beverages brought from home are not allowed within the social district.
8. **All Other Laws Remain in Effect.** All other laws regarding the possession and consumption of alcoholic beverages and the actions resulting from impaired judgment remain in effect including, but not limited to the following: driving while impaired; intoxicated and disruptive conduct, disorderly conduct; possession and consumption of alcoholic beverages by a minor, aiding and abetting underage possession and consumption of alcoholic beverages, indecent exposure, public urination; trespassing; vandalism, destruction of property, littering; sale, possession and/or use of illegal substances.
9. **Enforcement.** A violation of this ordinance is a misdemeanor or infraction as provided by G.S. §§ 14-4 and 160A-175. As an alternative or additional measure of enforcement, any law enforcement officer or authorized Town employee may issue a citation for a civil penalty for violation of this ordinance in accordance with the requirements of Town Code Section 1-8. This authority shall be in addition to any other authority and shall not preclude in any way any law enforcement officer from exercising any authority or carrying out the duties of a law enforcement officer, nor preclude the Town from any other available legal enforcement procedure. Enforcement of an unpaid citation may be by issuance of a criminal summons, by the filing of a complaint to collect the unpaid debt owed to the Town or by other means authorized by North Carolina law and/or Town Code.
10. **Non-Severability.** Should any provision of this ordinance be deemed illegal or unconstitutional, then the ordinance shall immediately terminate and cease to be effective.

ADOPTED THIS the ____ day of _____ 2026, with ____ voting in favor and ____ against.

Gary Caldwell, Mayor

ATTESTED BY:

Candace Poolton, Town Clerk

EXHIBIT A

Waynesville Social District Management and Maintenance Plan

RULES OVERVIEW

Alcohol may be consumed in the Social District on Saturday, May 9th, 2026 from 10:00 – 4:00 PM. No outside alcohol is permitted within the district. All alcoholic beverages must be purchased from permitted establishments located within the Social District, served in specially labeled cups, and consumed within the district. Only one Social District beverage per person can be served at a time. An establishment may allow patrons to enter their premises with an alcoholic beverage purchased at a different permitted establishment within the Social District. Any alcoholic beverage must be consumed or discarded before exiting the Social District or entering a vehicle.

MANAGEMENT AND RESPONSIBILITIES

The Social District will be managed and maintained by the Historical Frog Level Merchants Association with support from the Participating Merchants. Specific responsibilities are outlined herein.

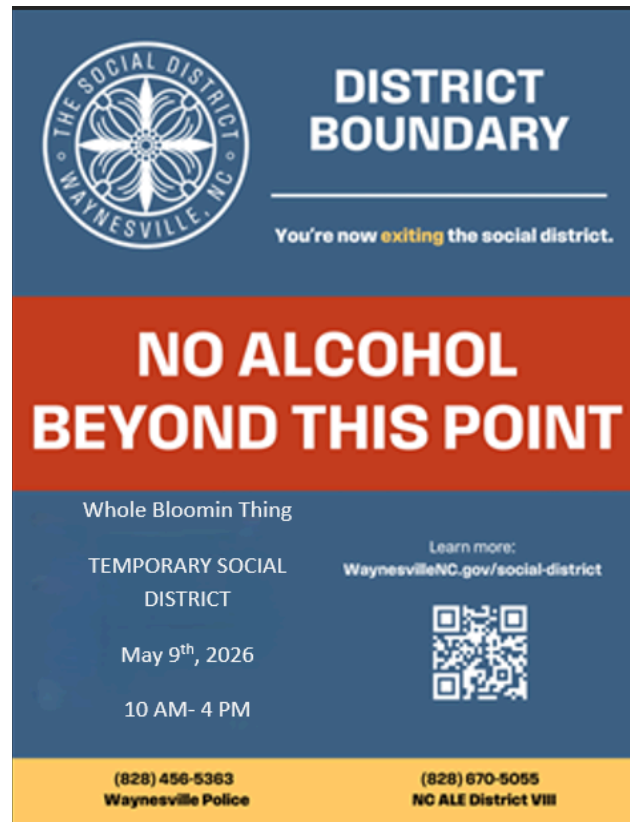
DISTRICT BOUNDARIES

Boundaries of the Social District will be clearly marked with signs at all entrance/exit points.

Map:



Boundary Sign:



DAYS AND HOURS OF OPERATION

The Waynesville Social District will operate on **Saturday, May 9th, 2026 from 10:00-4:00 PM**. At all other times, open containers of alcohol cannot leave the premises of the ABC-permitted business where it was purchased.

GENERAL RULES

- Only alcoholic beverages purchased from a participating business with an ABC permit may be consumed in the Social District. **No outside alcohol allowed.**
- Alcoholic beverages may not be brought into a business that does not display the Social District Window Sign (see below).
- Any alcoholic beverage purchased for consumption in the Social District must also be in a specifically labeled cup (see below).
- **All open container alcoholic beverages must be disposed of prior to exiting the Social District boundaries or entering a vehicle (including a bicycle).**
- Businesses can choose to be included in the Social District or they can opt out. No business is required to participate or to allow customers to bring alcohol onto its premises.
- The sale and delivery of alcohol in a social district is subject to no more than one malt beverage or wine drinks at one time to a single person and one mixed beverage or spirituous liquor drink at one time to one person.

- Retail beverages ("closed containers") can be purchased inside the Social District boundary, but they cannot be consumed inside the Social District boundary. They must stay closed and leave closed.

PARTICIPATING BUSINESSES WITH AN ABC PERMIT

In order to participate, ABC-permitted establishments must be located in the Social District boundary and complete a Social District Registration Form provided by the Committee (located on the last page of this Plan). The fee to participate is \$0.

Registration allows the Town of Waynesville to ensure that those businesses selling alcoholic beverages within the Social District are aware of and in compliance with the requirements of this Plan. As part of the registration process, the business owner must provide written acknowledgment to abide by the rules, regulations, and requirements of this Plan.

CUPS

Alcoholic drinks that are sold for consumption in the Social District must be in containers that meet all of the following requirements:

1. The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
2. The container clearly displays the Social District Logo.
3. The container displays, in no less than 12-point font, the statement, "Drink Responsibly- Be 21."
4. The container is not made of glass.
5. The container cannot hold more than 16 fluid ounces.

For purposes of this social district, the Association will be supplying cups pre-printed with the Waynesville Social District logo. The Cups will fulfill requirements 2-5. The participating establishments will provide their own stickers meeting requirements 1.

The Cups will look approximately like this:

Social District Cups



PARTICIPATING BUSINESSES WITHOUT AN ABC PERMIT

Businesses without an ABC permit may participate in the Social District by allowing alcoholic beverages purchased and possessed in accordance with this Plan to be consumed inside their businesses.

Participating businesses that are not selling alcoholic beverages are not required to register with the Town. The Association will provide information to participating businesses to ensure that the businesses understand their obligations under this Plan and the Social District Ordinance.

Participating businesses are required to post a Window Sign (see below) in a conspicuous place indicating their participation to the public. The Association will provide the Window Signs to participants that do not have the signs previously provided by the TDA.

During the days and hours when the social district is active, participating businesses must allow law enforcement officers access to all areas of the premises accessible by customers.

NON-PARTICIPATING BUSINESSES

Nothing in this Plan or shall be construed as requiring any business, regardless of whether or not it holds a valid ABC permit, to participate in the Social District. Non-participating businesses are encouraged to still post an appropriate Window Sign indicating their nonparticipation to the public. The Association will provide the Window Signs to participants that do not have the signs previously provided by the TDA.

DISTRICT LOGO

The Waynesville Social District will use the below logo.



WINDOW SIGNS

The uniform signage below must be displayed in businesses participating in the Social District to inform visitors that they are allowed to bring alcoholic beverages inside. The Committee will provide the Window Signs to participants that do not have the signs previously provided by the TDA.



If a participating business has an exit that opens outside the Social District boundary, the business must post "No Alcohol Beyond This Point" or similar sign at the exit.

ENFORCEMENT

Town of Waynesville Police will enforce the requirements of the Social District. The Town of Waynesville reserves the right to prohibit a permit holder from participating in the district due to violations of this Plan.

ABC permit holders accept liability for patrons they serve the same as they do now and will enforce the same rules and regulations as they currently do.

To report potential violations, please call the Waynesville Police Department at 828-456-5363 or the NC Alcohol Law Enforcement Division 828-670-5055.

Waynesville Social District

Registration Application for ABC Permit Holder Participation

Date: _____

Business Name: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

By signing this acknowledgement, I agree to the terms outlined in the Management and Maintenance Plan. I have read and understand the guidelines and procedures for the Waynesville Social District. The Town of Waynesville reserves the right to prohibit or pause participation in the Social District at any time.

Signature: _____ Date: _____

Name: _____



Waynesville Special Event Social District Staff Training & Operations Guide

For ABC-Permitted and Participating Businesses

Contents

<u>Core Rules All Staff Must Know</u>	1
<u>Best Practices for Bartenders & Servers</u>	2
<u>Participating Business Responsibilities (Signage)</u>	3
<u>Marketing & Promotion</u>	4
<u>Law Enforcement & ALE Contacts</u>	4
<u>Quick Tips Printout Sheet</u>	5

Waynesville's Special Event Social District Staff Training and Operations Guide

Core Rules All Staff Must Know

1. Where Alcohol Can Be Sold

- All alcoholic beverages must be sold *inside* your licensed premises.
- Alcohol may not be sold or handed off outside unless the area is an approved extension of your ABC license (example: permitted satellite bar or parking lot).

2. **Approved Social District Cups (VERY IMPORTANT)**

- **Only official Waynesville Social District cups may be used for to-go drinks.**
- Visit Haywood has produced both cold (16oz, plastic) and hot (12oz, paper) Waynesville Social District cups for participants to use.
- Cups will be available for purchase from the Historic Frog Level Merchants Association.
 - If you need additional cups prior to the event, please contact wholebloominfest@gmail.com or call 828-276-6230.
- Please make note of how many cups you take before the event and how many you serve, if possible. The Association will reach out after the event to gather input & data on the district's performance.

3. Business Stickers on Cups

- When an ABC business sells a to-go drink, a business-specific sticker must be placed on the cup. It is the business' responsibility to provide the stickers.
- If a cup already has a sticker from another business, the new sticker must fully cover the old sticker. In the instance of a violation, this allows ALE and law enforcement to identify where the drink was purchased.

4. One Drink at a Time: A customer may possess **ONLY ONE** social district beverage at a time.

5. Closed Containers

- Closed alcohol (six-packs, canned beer, bottles, etc.) may be sold as usual, provided they remain sealed until the purchaser returns to a private residence.
- Closed containers **cannot** be opened or consumed within the social district and must remain closed. Only drinks served in official Waynesville Social District cups may be consumed outside of businesses within the social district.

Waynesville's Special Event Social District Staff Training and Operations Guide

Best Practices for Bartenders & Servers

Train staff to ask every customer during the hours of the event: "Is that for here or to-go?"

This helps determine whether district rules apply, including whether to serve them in glassware vs a social district cup.

Businesses may want to create a separate "to-go" or "social district" line to streamline service, reduce confusion, and ensure district rules are followed where applicable.

Reuse of Social District Cups

- Customers may keep their cups for future approved social district events.
- Cups must be rinsed out before refilling. If a dirty cup is reused and a drink is served, the business serving the drink is liable.

What to Do When the Special-Event Social District Ends

- **At 4:01 PM:**
 - *Social district drinks may no longer be consumed on the street/outside, even within the social district boundaries.*
 - If staff sees someone drinking from a social district cup after 4:00 PM, politely remind them that the social district has ended.
- It is not illegal for someone to finish a beer or wine *inside* a participating business. It becomes an issue if they exit the business with that drink after 4:00 PM.

Customers Bringing Alcohol into the District

- Customers may *not* bring their own alcohol into the social district.
- If this occurs, business owners and staff are encouraged to notify the Waynesville Police Department via their non-emergency line at (828) 456-5363.

Satellite Bars & Expanded Licensed Areas *(Not Applicable for Jan. 30, 2026)*

- If your ABC license is officially expanded (for example, parking lot or outdoor area), alcohol sales are allowed during the social district event hours, provided the area is considered part of your licensed premises.

Waynesville's Special Event Social District Staff Training and Operations Guide

Participating Business Responsibilities

Participation is optional. Businesses must be located within the marked district to participate.

Non-ABC Businesses who **are** participating must post required window sign (right) and allow law enforcement officers access to your business during event hours for safety purposes.



Non-ABC businesses who **are not** participating may choose to display the red sign shown to the right:

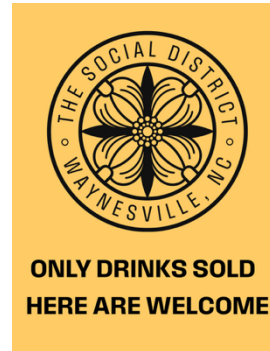


ABC Businesses, if participating, must select which participation sign they will post. Signage will be provided by Visit Haywood.

Sign options are:

- Drinks Sold & Welcome: You are serving alcoholic beverages in official social district cups *and* you welcome patrons who have drinks from other participating establishments.
- Only Drinks Sold Here Are Welcome: You are serving alcoholic beverages in official social district cups, and only patrons with beverages purchased at your business may enter.

Waynesville's Special Event Social District Staff Training and Operations Guide



Signage will be provided by the Committee if needed. Previously provided signs may be used.

Marketing & Promotion

Businesses are encouraged to promote the social district to customers.

The Association will:

- Share social district posts.
- Invite post collaborators when possible.
- Provide generic social district posts businesses can reshare.

Law Enforcement & ALE Contacts

If you have safety concerns or need to report an issue during the event, contact:

- Waynesville Police Department Non-Emergency Line: (828) 456-5363
- NC Alcohol Law Enforcement Division VIII: (828) 670-5055

SEE NEXT PAGE FOR A QUICK-REFERENCE PRINTOUT MADE FOR STAFF
(CAN BE POSTED BEHIND BAR OR AT SERVICE STATIONS)

SOCIAL DISTRICT QUICK TIPS

Serving time: 10:00 – 4:00 p.m. on 5/9/26 **ONLY**.

“For here or to-go?” Open-container to-go drinks **MUST** be served in the official social district cup.

Look for this logo to ensure you’re using the correct cup:



Customers may only have **ONE** social district drink at a time.

Stop serving social district drinks before 4:00 p.m. NO drinks in social district cups may be carried off premises past event hours.

Report a violation:

WAYNESVILLE PD: (828) 456-5363

NC ALE DIVISION VIII: (828) 670-5055

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 3/24/2026**

SUBJECT: Approval of Emergency Funds for Pool Air System Repair

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY:

The Recreation Department is requesting approval for emergency repairs to the pool air handling system following damage sustained during a recent winter storm. A hot water coil froze and ruptured after the unit shut down due to the fire alarm system being triggered by frozen duct detectors. As a result, only one air handling unit is currently operational, limiting the ability to properly regulate air temperature and environmental conditions within the pool facility.

Immediate repair is necessary to restore full system functionality and ensure proper air balance ahead of the summer season. While the duct detectors have been identified as a contributing factor due to a design flaw that allows condensation to cause repeated failures, their relocation and further evaluation will be addressed separately prior to next winter. At this time, the priority is restoring the air system.

An insurance claim has been filed; however, coverage and reimbursement are unknown at this time.

MOTION FOR CONSIDERATION:

Council approve \$19,714 to Bolton Construction for emergency repair of the pool air handling system.

FUNDING SOURCE/IMPACT:

Funding is proposed from the General Fund balance as an emergency repair expenditure. With anticipated FEMA reimbursement for the dog park project, staff is confident in the availability of fund balance to support this immediate need.

ATTACHMENTS:

Quote of \$19,714 from Bolton provided

RECREATION DIRECTOR'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of this request to address a critical system failure impacting the pool facility. Timely repair will ensure safe and comfortable conditions for patrons and prevent further operational issues as peak usage approaches. Utilizing Bolton Construction, the original design builder, provides continuity and familiarity with the system, supporting an efficient repair process.

A handwritten signature in black ink, appearing to read "Ian Barrett", written over a horizontal line.

Ian Barrett, Finance Director



Bolton Services of WNC
PO Box 8609
Asheville, NC 28814
www.BoltonServiceWNC.com

BILL TO

Waynesville Recreation
550 Vance Street
Waynesville, NC 28786 USA

ESTIMATE 100013368	ESTIMATE DATE Mar 04, 2026
------------------------------	--------------------------------------

JOB ADDRESS

Waynesville Recreation
550 Vance Street
Waynesville, NC 28786 USA

Job:

ESTIMATE DETAILS

Reheat Coil: Provide and Install reheat coil. Install new factory provided PVC fitting that are visible busted. Test for leaks. If any additional leaks appear this will result in additional charges.

SUB-TOTAL	\$18,425.00
NC SALES TAX 2.25%	\$414.56
HAYWOOD SALES TAX 4.75%	\$875.19
TOTAL	\$19,714.75

Thank you for choosing Bolton Services, we appreciate your prompt payment. A service charge of 18% per annum will be charged on all amounts overdue on regular statement dates. Payment is due within 10 days of receipt of invoice.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES.

The summary provided by Bolton Construction and Service of WNC, Inc. represents a good faith estimate of the work to be performed at Waynesville Recreation. It is based on our evaluation and does not account for potential material price increases or unforeseen problems that may require additional labor and materials after the work has commenced. I acknowledge that the final cost of the work may vary from the estimate, perhaps materially. Please be advised that this estimate does not serve as a guarantee of the final price for the work to be performed. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

Ordinance No. O-14-26

Amendment No. 33 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Decrease the following revenues:

General Fund Balance	\$18,425
----------------------	----------

Increase the following appropriations:

Parks & Recreation	\$18,425
--------------------	----------

Adopted this 28th day of April 2026.

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: 3/24/2026**

SUBJECT: Approval of Funds for Relocation of Sand Volleyball Courts at Recreation Park

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY:

The relocation of the existing sand volleyball courts is necessary due to the construction of the new dog park at their current location. The original plan was to complete this project in-house as staff time allowed; however, ongoing time constraints and operational backlogs have made that approach impractical.

Mr. Ben Blair of Southern Appalachian Grading & Excavating, the contractor currently performing work on the dog park project, initially provided a proposal of \$30,000 to complete the relocation. That cost was not feasible within the current budget. Mr. Blair has since offered to significantly reduce the cost to \$18,000 by donating a portion of his time and equipment. This revised proposal presents a cost-effective and timely solution, allowing the courts to be relocated and available for public use much sooner.

MOTION FOR CONSIDERATION:

Council approve \$18,000 to Southern Appalachian Grading & Excavating for the relocation of the sand volleyball courts to Recreation Park, and authorize the reallocation of funds within the Recreation Department operating budget as outlined.

FUNDING SOURCE/IMPACT:

Funding will be provided through the reallocation of existing Recreation Department operating funds within the General Fund as follows:

- \$9,000 from Professional Services
- \$9,000 from Part-Time Salaries
- An additional \$3,000 from Part-Time Salaries for the purchase of volleyball poles and nets

This reallocation will reduce available balances in these line items and requires Council approval.

ATTACHMENTS:

Proposal from Southern Appalachian Grading & Excavating

RECREATION DIRECTOR'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of this request. The revised proposal from Southern Appalachian Grading & Excavating represents significant cost savings compared to the original estimate and provides a timely solution to relocate the courts without further delay. Approval will ensure continued recreational opportunities for the public and minimize disruption associated with the dog park project.

A handwritten signature in black ink, appearing to read "Ian Barrett", is written over a solid horizontal line.

Ian Barrett, Finance Director

Southern Appalachian Grading & Excavation, Inc.

North Carolina Licensed Grading Contractor #64831

Proposal Request

Ben Blair
P.O. Box 1505
Waynesville, NC 28786
Phone 828.507.5166
bensageinc@gmail.com

Date: 4/15/26

Volley Ball Court for Town of Waynesville Site Work Bid:

Excavate Soil to allow for installation of sand and base stone, est. 2 ft below Existing grade, est. 475 CY, remove soil from the site	7050.00
Purchase/Place 8-inches of 57 stone on the dirt subgrade of the excavated hole, est. 257 TN	13000.00
Town of Waynesville to supply nonwoven fabric, we will install between base Stone and sand layer	
Replace Sand from existing volley ball courts on top of base stone and fabric. Est. 356 CY at 18-inches in thickness is needed, not sure of exact volume onsite. No additional sand purchase included	4050.00
Install Silt Fence around work area, est. 250 LF	
Finish Grade, Hydroseed around new courts, and place straw mulching, est. 8000 SF	1575.00
Chip up and remove existing concrete footer from the site	1400.00
Mobilization	950.00
Set posts and pour concrete footer allowance	1975.00

Total Proposal Request:	\$30,000.00
Labor and Equipment not charged:	(\$12,000.00)
Total Due Upon Job Completion:	\$18,000.00

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: April 28, 2026**

SUBJECT: Approval of the Contract with SAM Managed Geospatial Services in response to the Town of Waynesville Comprehensive Stormwater Infrastructure Mapping RFQ.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

In August 2025, the Town of Waynesville was audited for compliance with its National Pollutant Discharge Elimination System (NPDES) Stormwater permit. The auditor identified a deficiency- the lack of a comprehensive stormwater infrastructure map. The current NPDES permit requires the Town of Waynesville to:

“Develop, update and maintain a municipal storm sewer system map including stormwater conveyances, flow direction, major outfalls and waters of the United States receiving stormwater discharges.” (Permit Reference 3.4.1).

While the Development Services Department has been actively mapping stormwater control measures (SCMs) and outfalls, the current stormwater infrastructure map. is outdated.

The purpose of the Comprehensive Stormwater Infrastructure Mapping Project is to bring the Town into compliance with our NPDES permit requirements, and to update existing stormwater mapping to create a comprehensive database. The project will include the inventory of pipes, culverts, manholes, catch basins, grease traps, and other stormwater features. The collected data will consist of photos and detailed attributes, including, but not limited to, condition assessment, materials, sizes, connections, and flow direction. This comprehensive map will be integrated into the Town’s existing utility GIS platform for water, sewer, and electric, and merged with the existing stormwater map of outfalls and SCMs (ponds, underground detentions, etc.). The project will also help to identify and investigate illicit discharges, and inflow & infiltration (I&I) issues in the future.

In December 2025, the Town issued a Request for Qualifications (RFQ) for Professional Engineering Services for Comprehensive Stormwater Infrastructure Mapping (attached). The RFQ was advertised through the Historically Underutilized Businesses (HUB), the Town of Waynesville’s websites, the *Mountaineer* newspaper, and stormwater and NC Plan listserves.

The Town formed an interdepartmental committee of 8 members, consisting of Public Works Director- Ricky Bourne, Deputy Public Works Director- Laura Yonkers (Sustainability), Deputy Public Works Director- Hutch Reece (Operations), Stormwater Coordinator- Tyler Anderson, Assistant Development Services Director- Olga Grooman, Development Services Director- Elizabeth Teague, Assistant Town Manager- Jesse Fowler and Town Manager- Rob Hites. After a comprehensive review of 18 submissions, the committee unanimously chose SAM Managed Geospatial Services to proceed with contract negotiations.

The proposed contract was prepared and reviewed by SAM, the Town Manager and Development Services staff. The contract represents Phase I of the project and will be completed during the current fiscal year using \$40,000 in allocated funds within the Stormwater Utility budget. The Phase II contract for the project is included in the FY 27 budget request and is subject to budget approval.

MOTIONS FOR CONSIDERATION:

1. Motion to approve the attached contract with SAM Managed Geospatial Services.

FUNDING SOURCE/IMPACT:

The attached contract is for the current fiscal year, and it will be Phase I of the stormwater infrastructure mapping project. It will be funded by the previously allocated \$40,000 in the Development Services Department's budget. Phase II of the project will be considered in the upcoming fiscal year, subject to budget approval.

ATTACHMENTS:

1. Contract
2. RFQ

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Approval of this contract will allow this work to begin in May.

CONTRACT FOR COMPREHENSIVE STORMWATER INFRASTRUCTURE MAPPING

This Contract is by and between Town of Waynesville, a North Carolina municipal corporation, (Owner) and Surveying And Mapping, LLC., a Texas limited liability company, (Contractor) and is effective as of this the ____ day of _____ 2026 (the Effective Date).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified in Exhibit A. The Project is generally described as follows:
- C. Comprehensive Stormwater Infrastructure Mapping, which consists of GPS locating, mapping and gathering information on stormwater infrastructure including manholes, catch basins, stormwater pipes, grease traps and culverts.
- D. The Site of the Work will include the limits of the Town of Waynesville.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
 - B. During the performance of the Work and until final payment, Contractor shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents, to the Owner. Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
 - C. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
 - D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by the Owner or its consultants.
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- 2.02 The Contract Documents are incorporated into and made a part of this Contract by reference as though set forth herein in their entirety.
- 2.03 The parties hereby adopt and reiterate any representations, covenants, or warranties set forth in the Contract Documents as though the same were set forth herein in their entirety and shall be deemed material terms of this Contract.
- 2.04 Contract Documents Defined
- A. The Contract Documents consist of the following documents:
1. This Contract.
 2. Plans and Specifications listed in Contract.
 3. Bid From Contractor
 4. Addenda.
 5. Exhibits to this Contract (enumerated as follows):
 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives
 - b. Change Orders
 - c. Field Orders.

ARTICLE 3 - OWNER

- 3.01 Owner
- A. The Owner's Representative for this project:
1. Hutch Reece- Deputy Public Works Director (Operations); hreece@waynesvillenc.gov; T- 828-734-1328
 2. Olga Grooman- Assistant Development Services Director; ogrooman@waynesvillenc.gov; T- 828-450-7674
 3. Tyler Anderson- Stormwater Management Coordinator; tanderson@waynesvillenc.gov; T- 828-989-7064
 4. Jesse Fowler- Assistant Town Manager; jfowler@waynesvillenc.gov; T- 828-476-9654

ARTICLE 4 - CONTRACT TIMES

- 4.01 Contract Times
- A. The Work will be substantially completed within **90** days after the Effective Date of the Contract and completed and ready for final payment within 105 days after the Effective Date of the Contract.
- 4.02 Liquidated Damages- Reserved
- A. .
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4.03 Delays in Contractor's Progress

- A. If Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Owner for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Owner.
- B. The Contractor shall update and submit the progress schedule to the Owner each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, a unit-based amount not-to-exceed \$40,000 as illustrated in Exhibit B.
- B. The Contractor shall be paid within thirty (30) days after Owner's receipt of Contractor's submitted invoice.

ARTICLE 6 - INSURANCE

6.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a
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minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State: North Carolina	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>0</u>
Each Accident	\$ <u>0</u>
Property Damage:	
Each Accident	\$ <u>0</u>
Combined Single Limit of:	\$ <u>0</u>

d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>10,000,000</u>
General Aggregate	\$ <u>10,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out

of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment.
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Owner and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Owners, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
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ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall at all times maintain good discipline and order at the Site.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for completion of the Work, whether or not such items are specifically called for in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Owner shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and
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clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Owner upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Owner and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

7.09 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.10 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.11 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, reasonable attorneys, and other professionals and all court or arbitration or other dispute resolution costs) to the extent arising out of or relating to the Contractor's performance of the Work under this Agreement, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), to the extent caused by any negligent act or omission of
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Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - OWNER'S STATUS DURING CONSTRUCTION

9.01 Owner's Status

- A. Owner shall appoint an "Owner's Representative" during construction. The duties and responsibilities and the limitations of authority of Owner's representative during construction are set forth in this Contract.
 - B. Neither Owner's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Owner in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
 - C. Owner will make visits to the Site at intervals appropriate to the various stages of construction. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
 - D. Owner has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
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- E. Owner will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the need for Owner's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
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- B. After receipt of written notice, Owner will promptly:
 - 1. Review the subsurface or physical condition in question.
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition.
 - 3. Determine whether the condition falls within the differing site condition as stated herein.
 - 4. Obtain any pertinent cost or schedule information from Contractor.
 - 5. Prepare recommendations regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise of Owner's findings, conclusions, and recommendations.
- C. After receipt of written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Owner's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Owner promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
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- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner. .

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner, no more frequently than monthly, to Owner. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage- Reserved

- A. .

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will either indicate in writing a recommendation for payment and present the application for payment to Owner
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or return the application for payment to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Owner will recommend reductions in payment (setoffs) which, in the opinion of the Owner, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Owner in writing that the Work is substantially complete and request the Owner issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Owner will make an inspection of the Work with the Contractor to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, to Owner will issue a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
 - B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents.
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2. Consent of the surety to final payment.
 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment.
 4. A list of all disputes that Contractor believes are unsettled; and
 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or any other failure to comply with any material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if: (i) Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure; and (ii) Owner independently and in writing verifies to Owner that Contractor has undertaken such efforts to cure its failure to perform.
- D. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment

stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work.
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.
-

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Contractor's total aggregate liability to Owner and all third parties, whether in contract, tort (including negligence), or otherwise arising out of or a related to the services performed under this Agreement, shall be limited to the proceeds actually recovered by Contractor from its applicable insurance policies and within the limits of coverage required under this Agreement. In no event shall Contractor be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of use, loss of profits, or loss of data, even if Contractor has been advised of the possibility of such damages-

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the State of North Carolina.
 - B. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
 - C. The Parties stipulate that the exclusive venue for any civil actions arising between them shall be the Superior Court Division of General Courts of Justice sitting in Haywood County.
-

17.07 Force Majeure.

- A. Owner shall not be liable or responsible to Contractor, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Owner including, without limitation, acts of God, floods, fires, earthquakes, explosions, governmental actions, wars, invasions or hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, national emergencies, revolutions, insurrections, epidemics, pandemics, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, the inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage (each, a "Force Majeure Event").

17.08 Additional Provisions

- A. This Contract and the Contract Documents represent the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written or oral. Acceptance is limited to the terms hereof and no revision of or additions to this Agreement or any of its terms or conditions shall be effective unless agreed to in writing signed by the Parties' authorized representatives. This Contract may be modified only by a written amendment signed by authorized representatives of both Parties.
- B. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.
- C. In the event of litigation brought by any Party to enforce the terms of this Contract or otherwise relating directly or indirectly to the transactions and agreement reflected herein, the substantially prevailing Party, in addition to any and all other rights and remedies, will be entitled to recover all of its reasonable costs of litigation, including but not limited to all reasonable attorney's fees.
- D. The headings and captions appearing in this Contract have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Contract shall not be construed against either party.
- E. It is agreed and warranted by the Parties that the individuals signing this Contract on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.
- F. Contractor shall not assign, in whole or part, this Contract or any interest therein, without the prior, written consent of Owner, which consent shall be at Owner's sole discretion. Any assignment without Owner's consent shall be null and void.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Town of Waynesville

CONTRACTOR: Surveying And Mapping, LLC

By: Rob Hites

Title: Town Manager

Attest: _____

Title: _____

Address for giving notices:

By: Andy Wesley

Title: Senior Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Surveying And Mapping, LLC

4801 Southwest Parkway, Bldg Two, Suite 100

Austin Texas 78735 Attn: Cody Conwell

License No.: _____
(where applicable)

SAM's Project Approach

SAM will provide a kick-off meeting and geodatabase design workshop with the Town of Waynesville to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project.

COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the Town in a timely manner.

SAFETY AND PROCEDURES

During the kick-off meeting, SAM will review safety protocols to ensure the protection of field staff, Town personnel, and Waynesville residents throughout data collection. SAM adheres to a strict safety manual and conducts quarterly internal safety meetings. Field crews will wear Class II traffic safety vests, operate clearly marked vehicles with safety lights, and use proper traffic control signage. Personnel are OSHA-certified in traffic control and confined space procedures. Work may be scheduled during non-peak hours to minimize traffic risks, and any safety concerns will be promptly communicated to Town staff or law enforcement.

PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the Town of Waynesville during the kick-off meeting. Any level of responsibility required of the Town (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the Town will be discussed during the kick-off meeting.

WORK SECTOR DEFINITION

SAM will collaborate with Waynesville Town staff to define a grid and establish work sectors across the project area. These sectors serve two key purposes: ensuring quality control by having field crews complete all inspections within each sector before moving on, and enabling Town staff to track project progress in real time. The sector-based approach also supports daily planning for traffic control, staff coordination, and reporting.

PUBLIC NOTIFICATION

SAM will work with Town staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at Town Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the Town of Waynesville describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.

COST CONTROL & TIME MANAGEMENT

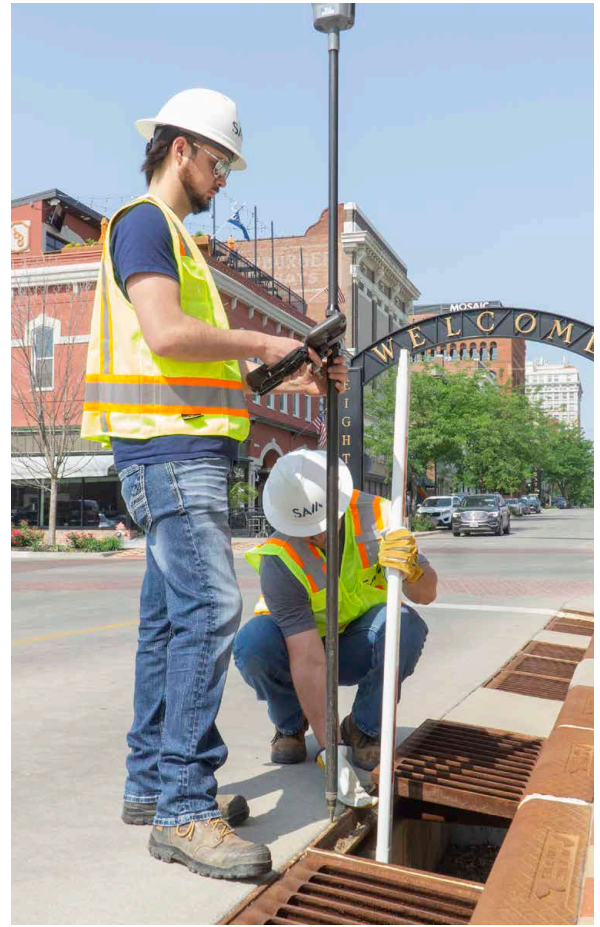
With over 800 successful data collection projects, SAM consistently delivers on-time and within budget, thanks to a highly experienced leadership team and skilled professionals. SAM emphasizes efficiency by balancing automation with quality control to ensure clean, accurate spatial data. Their deep understanding of technology, field standards, and client needs allows them to implement advanced GPS and GIS solutions that support reliable asset management and infrastructure planning—done right the first time.

GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, stormwater, gas, fiber, and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and stormwater. Mapping-grade GPS equipment is utilized for locating electric utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).

For this project, SAM will utilize RTK survey-grade GPS methods to locate the Town's stormwater utility network contained in the defined project limits. GPS surveys will be referenced to the North Carolina State Plane Coordinate System to allow for direct insertion into the GIS program developed for Waynesville. Horizontal (x,y) coordinates will be obtained in the field for all utility features. Vertical (z) elevations will be obtained for stormwater utility features. Captured features through GPS surveys will include all features designated by Waynesville during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the Town of Waynesville. SAM will work with Town staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Waynesville and minimizing the impact on Town staff.



DATA CONSISTENCY

SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features. Additionally, SAM will adhere to all contracting and reporting requirements as mandated by applicable state and federal laws.

DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office. Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.

GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Waynesville project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.

Stormwater Network GPS Data Collection

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the stormwater facilities. Aboveground utility features will be collected at +/- 2 centimeter horizontal and vertical accuracies.

STORMWATER STRUCTURES TO BE LOCATED:

- Manholes
- SCM's
- Grease Traps
- Catchment Basins
- Culverts (excluding privately owned unless directly connected to SCM's or storm drains/outfalls)
- Outfalls
- Stormwater Pipes

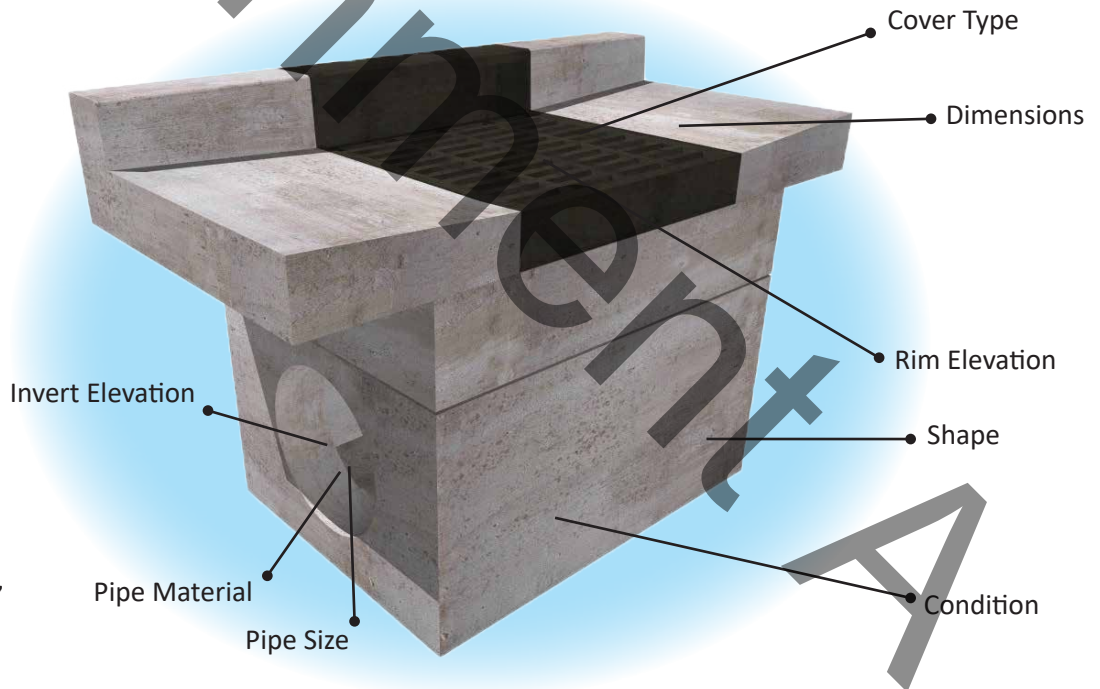
STORMWATER FIELD ATTRIBUTE COLLECTION

SAM will collect the stormwater attribute data during this phase of the project. Any stormwater structures that require further assistance in opening or gathering attribute data will be noted and SAM will work with Town staff to gain access to the identified stormwater structures.

The stormwater features to be collected will be defined in preliminary meetings with the Town. Stormwater features will be opened, inspected and attribute data will be collected. At this time, SAM will take topside photos of manholes and storm inlets. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.

STORMWATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- Inspection Date
- Unique ID
- Inspected (Y/N)
- Reason Not Inspected
- Location
- Asset Type
- Photo of Feature
- Flow Direction
- Location (X/Y/Z)
- Remarks
- Rim Elevation
- Invert Elevation
- Pipe size, material
- Pipe length
- Condition/status
- Grease trap: size, type, condition



Existing Condition Analysis

Existing stormwater GIS data that exists in the county's GIS system along with data owned by the Town will be evaluated by SAM staff experienced in utility mapping. SAM will work with the Town to obtain a copy of this information from the county if necessary. Using data reviewer and topology rules, this information will be analyzed for attribute and metadata completeness, flow, connectivity, and spatial accuracy.

In addition to analyzing existing data, staff knowledge of the current system will be leveraged to assist with project decision-making. If the Town has known locations that experience flooding or poor drainage, these areas, along with other problematic items, will be identified during a meeting with Town staff and prioritized for review and mapping. Having a full understanding of the existing conditions of the system will be instrumental in determining the future steps of this project.

GIS MAPPING SYSTEM EVALUATION

The Town has a desire to understand the quality of the Town's stormwater utility datasets. SAM has extensive knowledge in developing, maintaining, and analyzing all levels of GIS data for municipalities. This knowledge will be used to evaluate the overall GIS mapping system that is currently in place. This evaluation will include an extensive review of not only the datasets involved, but also the programs and hardware currently in place. SAM will provide recommendations to the Town based on this review for future improvements to its mapping practices.

FIELD GIS MAPPING

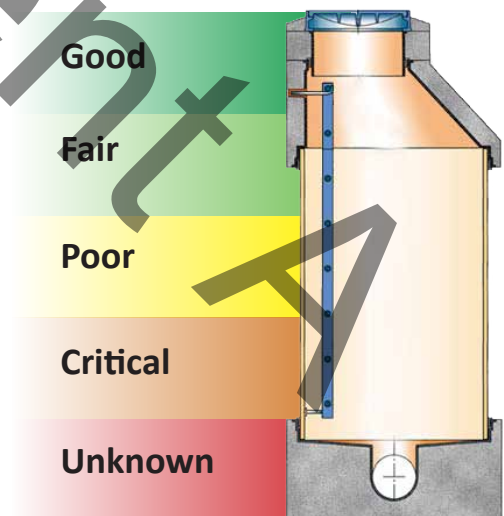
SAM has a long history of mapping utility systems, including stormwater networks. This knowledge has been acquired from the completion of hundreds of projects across the country. SAM will complete a series of tasks in this phase including:

- **Geodatabase Design:** determination of features and attributes that will be mapped.
- **Public Notification:** SAM will work with Waynesville to inform the public of upcoming field work.
- **Project Area Identification:** work with Town staff to prioritize the order and which areas will be mapped.
- **Field Mapping:** crews will perform field mapping of all of asset point locations and inspections using survey-grade GPS equipment and custom attribute entry forms.
- **Utility Network Digitizing:** office technicians will develop a stormwater pipe network in office based on the information identified in the field.

Once the utility system mapping is complete, SAM will train Town staff on best practices to maintain the data. This will include recommendations on software and hardware that will make the process as efficient and easy as possible. All data will be delivered in an Esri database.

CONDITION ASSESSMENT REPORT

Information accumulated and developed throughout the project will be used to perform a final assessment of Waynesville's stormwater system. SAM will notate any defects and data points accumulated to provide a representation of the current conditions that exist. Once the assessment has been completed, grades will be assigned to each sub-basin, and a final ranking will be determined prior to delivery. The results and basin rankings will allow the Town to prioritize future maintenance plans.



GIS Development

An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the Town's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

MAP AND DATA DEVELOPMENT

Stormwater line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate stormwater line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the Town of Waynesville. The QA/QC process will provide appropriate communication and collaboration between the Town and SAM to achieve accurate finalized data that the Town can rely on. A full deliverable will be provided containing a geodatabase, schema documentation, attribute definitions, and a data dictionary. An Esri web-based interactive map and dashboard will also be provided along with a close-out meeting and presentation.

Quality Assurance / Quality Control

Effective Quality Assurance and Quality Control (QA/QC) procedures are essential to the success and integrity of every project. SAM prioritizes QA/QC through established checks and balances applied to each task, ensuring consistent adherence by all personnel. These procedures include data collection checklists, GPS tolerance controls, and analysis of network connectivity within the software environment.

As part of the QA/QC process, SAM will perform a redundancy check on five (5) percent of the features collected during the project. Selected features will be re-located using GPS, and the results will be compiled and compared against all project data sets to verify compliance with required accuracy tolerances. GPS accuracy, including both horizontal and vertical tolerances, will be verified by comparing collected data against an established Town survey monument.

QA/QC efforts also include regular delivery of check plots to the client for review. Check plots provide an essential opportunity for utility and Town personnel to review and provide input prior to final data acceptance. SAM's project management team works closely with client staff to ensure data is accurately handled and represented, with final approval authority resting with the client.

In addition, technicians will review the data for missing attributes, duplicate features, and connectivity errors. Upon completion of all quality checks, SAM will compile a QA/QC report summarizing error rates, corrective actions, and final data acceptance. Our efforts to ensure the highest quality products and services include:

- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that the end product shows complete connectivity

Final Deliverables

It is the policy of SAM's management to consistently assure the highest quality deliverables in the geospatial profession. SAM recognizes the extreme importance of the data we supply, and we expend significant resources designing and implementing quality control and training programs. This is a dynamic process and is continuous throughout, and beyond the lifecycle of a project, because our experts understand that we don't just deliver data, we deliver solutions. SAM employs a dedicated QMS (Quality Management Services) team and technical infrastructure for ensuring quality deliverables to all clients, programs, and projects. SAM will provide the deliverables, at minimum and as agreed upon in scope of work described in the RFQ.

Surveying And Mapping, LLC (SAM)

Schedule

Project Scheduling & Progress Reporting

Following the project commencement, the SAM team will have a kickoff meeting with Town staff to review the project, verify any existing data, and go over questions. Once the project setup and planning has been completed, SAM will have technicians and dedicated office staff to begin working through the delegated items. During the project, Project Management will meet weekly to cover project progress, review data, and answer questions staff may have.

Tasks	FY 25/26	FY 25/26	FY 26/27	FY 26/27	FY 26/27	FY 26/27
	May	Jun	Jul	Aug	Sep	Oct
Project Commencement	★					
Kick-off Meeting	█					
Data Review / Project Setup	█					
Bi-weekly Status Meeting	█	█	█	█	█	
Field & Data Collection	█	█	█	█		
QA/QC		█	█	█	█	
Client Review				█	█	
GIS Integration					█	
Final Delivery						★
Training						█

Fee Schedule

GPS DATA COLLECTION & GIS DEVELOPMENT

Stormwater Utility Network

\$94.00/structure*

**The budget recommended for this utility is \$137,616.00*

Assumption

- SAM assumes that a total of \$40,000 is available for the current fiscal year. SAM will exhaust that total budget within the current fiscal year, without the need for carryover of allocated funds.
- SAM assumes the initial budget of \$40,000 will be used for Field Collection, Project Management, and Kickoff Meeting.
- Fees are based on the number of estimated utility features as provided to SAM by the Town of Waynesville.
- The Fee Schedule listed above will remain in force for a 180 day period from the effective date on this proposal document and is subject to an escalation after that period.
- SAM is not responsible for costs incurred for any required traffic control.
- SAM assumes field staff are authorized to work during weekends.



Town of Waynesville, NC

Request for Qualifications

Professional Engineering Services for Comprehensive Stormwater Infrastructure Mapping

Pursuant to NCGS Chapter 143, Article 3D

Date Issued: 12/18/2025

Response deadline: 01/30/2026

Direct all submissions and inquiries concerning this RFQ to:
Olga Grooman, Assistant Development Services Director
ogrooman@waynesvillenc.gov



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I. Background

Waynesville is a vibrant and growing town in the Appalachian Mountains of Western North Carolina, about 30 miles west of Asheville. The town is approximately 6.9 square miles and has a population of slightly over 10,000 residents. It is the largest town in Haywood County and the County seat.

Waynesville holds a National Pollutant Discharge Elimination System (NPDES) permit issued by the NC Department of Environmental Quality (NC DEQ). One of the permit requirements is to “Develop, update and maintain a municipal storm sewer system map including stormwater conveyances, flow direction, major outfalls and waters of the United States receiving stormwater discharges.”

The Town of Waynesville owns and operates a municipal stormwater drainage system consisting of catch basins, manholes, pipes, outfalls, and associated infrastructure. The Town is completing a Stormwater Master Plan and CIP to evaluate existing infrastructure and needs. Waynesville seeks to expand and update its stormwater asset inventory, perform field locating and GPS mapping of all relevant assets, integrate attribute information, update its existing ESRI-based GIS system, and ensure the data are suitable for future hydraulic/hydrologic stormwater modeling, repairs, and investigation of illicit discharges.

II. Project Description

Waynesville is seeking proposals from qualified firms (the “Consultant”) with expertise in GIS modeling and stormwater master planning. The Town seeks to identify the best qualifying firm to provide professional engineering services related to comprehensive stormwater mapping and data collection. The firm must comply with all federal, state, and local laws and regulations, including Waynesville ordinances and policies. The Consultant must be available to complete all the work within a year from the date of the signed contract.

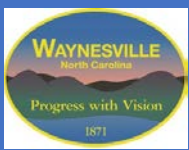
The purpose of this project is to provide the Town with a comprehensive, up-to-date ArcGIS Pro inventory and database of the stormwater drainage system. This will include field-surveyed locations, detailed structure attributes, and data integration with the Town’s existing GIS. The work will involve field verification, integration of new data into the GIS platform, and development of an accurate stormwater system map.

III. Scope of Work

The Consultant will meet with staff to review the project’s scope and timeline prior to commencement of work. The Consultant shall provide all professional services, labor, tools, equipment, and materials necessary to complete the scope outlined below.

Asset Inventory and Field Survey.

The Consultant shall locate, survey, assess, and map the following stormwater infrastructure:



- **Manholes and Catch Basins:** GPS locate, collect rim/grate elevations, invert elevations, dimensions, type, and current condition.
- **Stormwater Pipes:** record upstream/downstream nodes, invert elevations, diameter, material, condition, flow direction, inspection date, and maintenance status.
- **Grease Traps:** locate and document type, size, connections, current condition, and attributes.
- **Culverts:** locate and document size, material, and current condition.

GIS Mapping and Integration.

- Reconcile field data with existing GIS layers of outfalls, SCMs, and pipes, resolving discrepancies.
- Create or update GIS feature classes (points/lines) within the geodatabase.
- Ensure connectivity and correct flow direction.
- Deliver geodatabases, shapefiles, and metadata in ESRI-compatible formats.
- Provide full documentation of schema, attribute definitions, and data dictionary.

Attribute Data Collection.

For each asset, the following must be recorded:

- Unique ID
- Asset Type
- Location (X/Y/Z)
- Rim and invert elevations
- Pipe size, material, and length
- Flow direction
- Condition/status
- Inspection date and remarks
- Current condition
- Grease traps: size, type, and connections

Quality Assurance / Quality Control (QA/QC).

Implement procedures to ensure data accuracy and completeness:

- Verify GPS accuracy (horizontal/vertical).
- Check for missing attributes, duplicates, and connectivity errors.
- Cross-check against as-builts and Town records.
- Deliver a QA/QC Report summarizing error rates, corrections, and final acceptance.

The scope of services may be adjusted based on needs and priorities. More detailed deliverables, expectations, and schedule will be established at the first meeting between the Town staff and selected firm.



IV. Deliverables

Throughout the duration of the project, the Consultant shall deliver the following:

- Kickoff meeting and project management plan.
- Monthly meetings with staff for updates and progress tracking.
- Raw GPS and field mapping data.
- Updated GIS geodatabase (.gdb) and shapefile exports.
- Data dictionary and schema documentation.
- QA/QC summary report.
- Digital map products compatible with the current infrastructure maps.
- Capability for condition assessment with photos.
- Web-based interactive map or dashboard (ESRI-based).
- Final close-out meeting and presentation.

V. Town's Responsibilities

The Town will provide existing GIS data and access to current digital maps, as-builts, and the Stormwater Master Plan. The Town will also designate staff contact for coordination, provide and coordinate field access, review deliverables promptly, and provide feedback.

VI. Qualification Criteria

Responding firms should be licensed North Carolina Professional Engineers. The proposals shall be no more than 10 pages in total length. Firms will be evaluated in part on the basis of the following criteria:

Firm Information:

- Firm name, address, contact information (phone, email, and website)
- Address of principal office where work will be performed
- Name and information of the individual who will be the Town's primary contact and project manager

Proposed Project Team Qualifications:

- Provide a complete description of project staff and summary that addresses individual roles and responsibilities.
- Provide a resume for each staff member involved in the project. Identify specific roles performed in the past relevant to the deliverables of current project.
- Provide information on your firm's GIS mapping and stormwater expertise.
- Provide a narrative of your firm's prior experience and qualifications. Specifically, list similar projects your firm has conducted for local NC governments with a modest description and timeline for each project.



- Provide a detailed description of the approach and process that your firm would use to complete the tasks for Waynesville. Include potential challenges and concerns.
- State the time your team has to dedicate to Waynesville.

References:

- Provide at least three (3) references that the Town may contact to verify your experience and qualifications. Include name, title, phone numbers, emails, website, and physical address for each reference.

VII. Evaluation Criteria

The Town intends to select the best qualified firm based on the following evaluation criteria:

Consultant Criteria
1. Information about the firm is provided.
2. Firm demonstrates project experience of comparable size and complexity.
3. Project team demonstrates expertise in GIS mapping, data collection, and analysis.
4. Project team shows experience providing professional services related to NPDES permit compliance stormwater management.
5. Firm demonstrates experience and understanding of contracting and reporting requirements under both State and Federal laws.
6. Organizational structure of the proposed team: clearly defined roles for personnel and defined lines of communication.
7. Firm demonstrates ability to provide scope of services to the Town of Waynesville in a timely manner and to provide an effective planning document.
8. Firm provides at least three (3) verifiable references with contact information.



VIII. Selection Timeline

All the proposals will be received until Friday, January 30, 2026, at 4 pm. All proposals must be sealed and submitted physically and must be properly identified with “RFQ: Waynesville Comprehensive Stormwater Infrastructure Mapping”.

Deliver proposals to:

Olga Grooman
Development Services
9 S. Main St, Suite 110,
Waynesville, NC 28732

An Ad Hoc Committee consisting of several department representatives of the Town will be selecting the best qualifying firm based on the criteria above. The Committee will determine if interviews are needed in order to finalize selection among top candidates. **Respondents will be contacted no later than by Monday, March 2, 2026.** Upon selection, the Consultant will be contacted to meet with staff, finalize the contract, fee structure, and project timeline.

IX. Disclaimers

Late Submissions: Any proposals received after the deadline will not be accepted or considered.

Withdrawal of Proposal: Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to the ratification of an agreement between the Town and the designated firm.

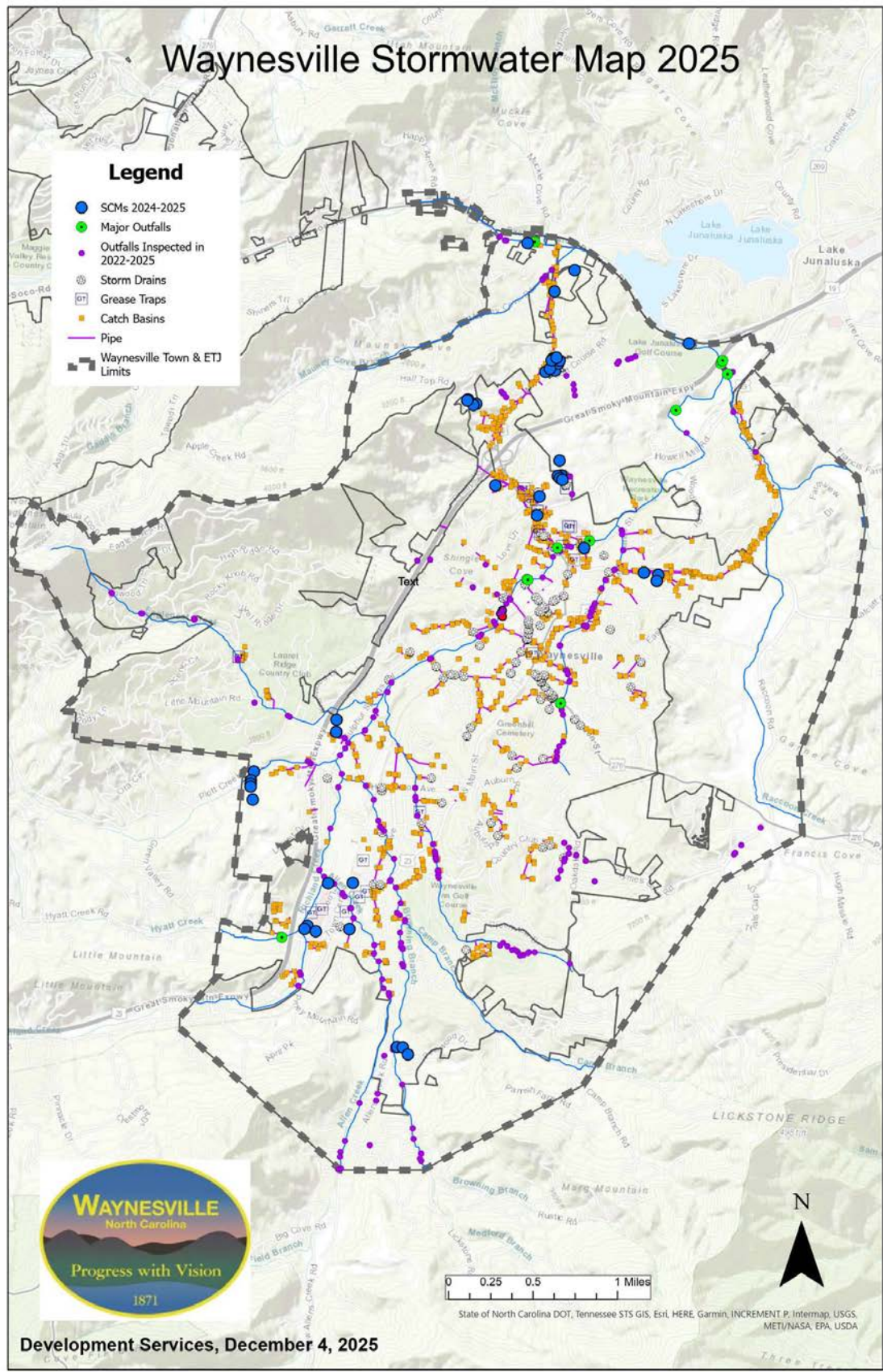
Withdrawal of Request for Proposal: The Town retains at all times the right to cancel or withdraw this RFQ, to refuse to accept a proposal from any respondent and to modify or amend any portion of this RFQ. Notification will be provided to all consultants involved in the process.

Applicable laws shall apply: The contract awarded shall be governed in all respects by the laws of North Carolina, and the consultant awarded the contract shall comply with applicable Federal, State, and local laws and regulations.

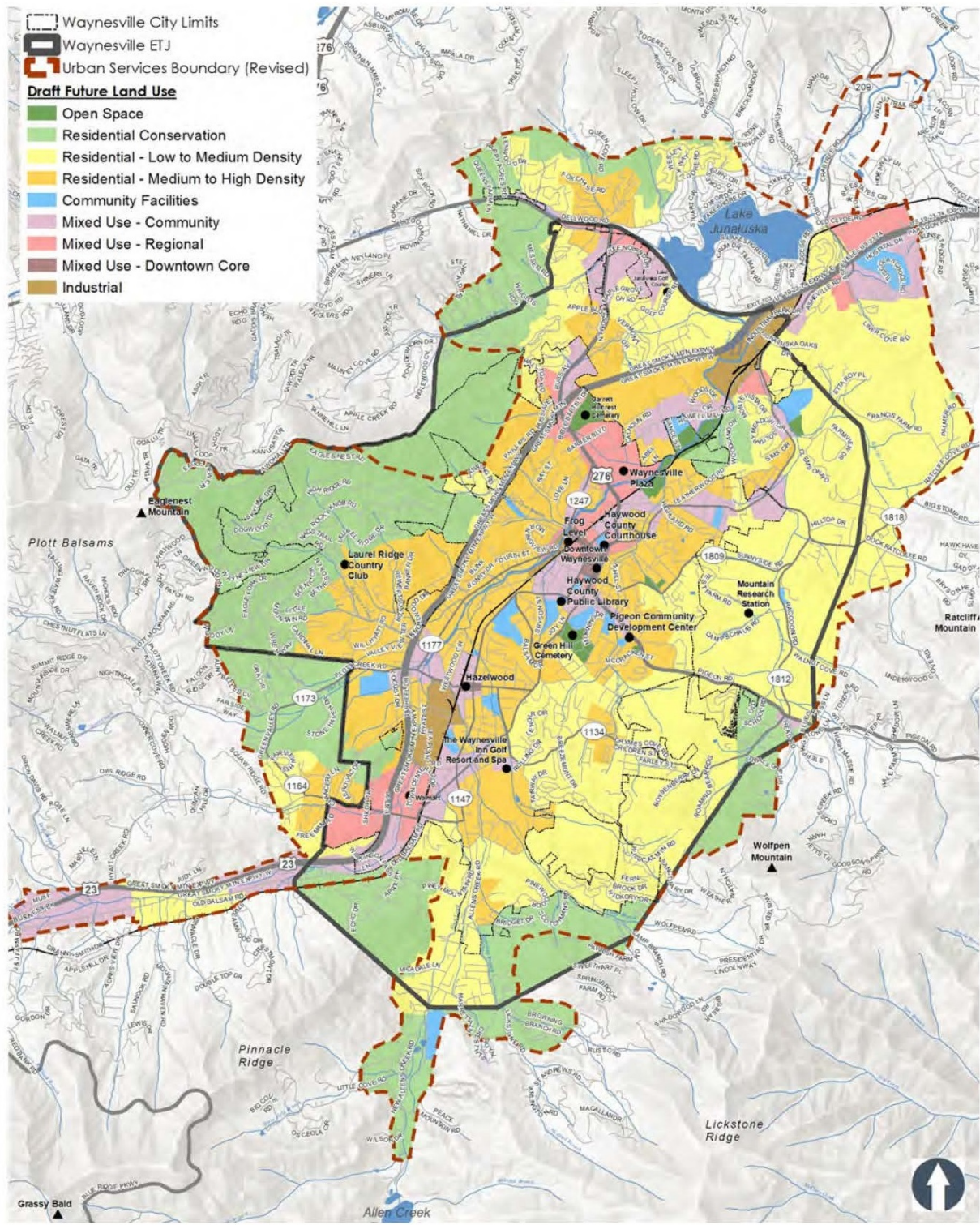
Confidentiality: RFQ responses will become public record and therefore are subject to public disclosure.

Insurance: Proof of general liability, professional liability, and worker’s compensation insurance is required

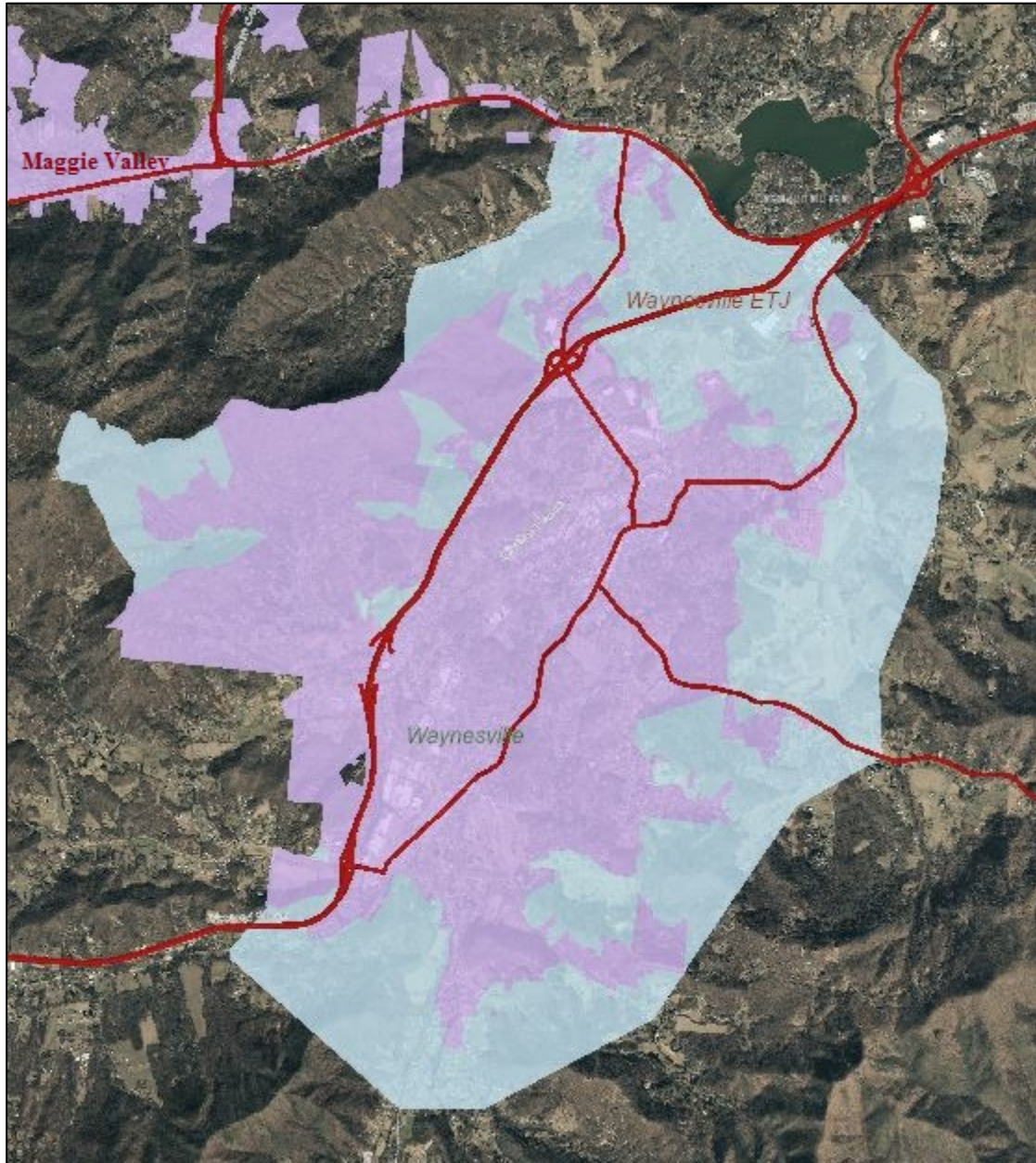
X. Attachment A: Waynesville Maps



Future Land Use Map



Town of Waynesville Corporate Limits and Extraterritorial Jurisdiction (ETJ)



Haywood County GIS: <https://maps.haywoodcountync.gov/gisweb/default.htm>



XI. Attachment B: General Terms and Conditions

General Information for Submitting Proposals:

- 1) *EXCEPTIONS*: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions, and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The offeror agrees explicitly to the conditions set forth in the above paragraph by signing the proposal.
- 2) *CERTIFICATION*: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- 3) *ORAL EXPLANATIONS*: The Town of Waynesville shall not be bound by oral explanations or instructions given at any time during the competitive process or after the award.
- 4) *COST OF PROPOSAL PREPARATION*: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the Town of Waynesville will not reimburse any offeror for any costs incurred.
- 5) *TIME FOR ACCEPTANCE*: Each proposal shall state that it is a firm offer that may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delay.
- 6) *HISTORICALLY UNDERUTILIZED BUSINESSES*: The Town of Waynesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

The Contractor agrees to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state, and local laws and regulations issued pursuant to it relating to nondiscriminatory hiring and employment practices. Each Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin, or handicap.

- 7) *PROTEST PROCEDURES*: If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Office, 129 Legion Drive, or P.O. Box 100, Waynesville, NC 28786. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division (828) 456-3706.
- 8) *TABULATIONS*: Bidders may call the purchasing division to obtain a verbal status of contract award.

Contract Terms and Conditions:

- 1) *INDEPENDENT CONTRACTOR*: The Contractor shall be considered to be an independent contractor and, as such, shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such employees shall not be employees of or have any individual contractual



relationship with the Town of Waynesville.

- 2) **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Town Manager. The individuals designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.
- 3) **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Town Manager. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
- 4) **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this agreement, the Town of Waynesville shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this agreement, and the Town may withhold any payment due to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town of Waynesville from such breach can be determined.
- 5) **TERMINATION:** The Town may terminate this agreement at any time by giving 15-day notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town of Waynesville, as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
- 6) **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the Town for loss or damage of such property.
- 7) **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon a written request approved by the issuing purchasing authority, the Town of Waynesville may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor or
 - b. Include any person or entity designated by the Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Town to anyone other than the Contractor, and the Contractor shall remain responsible for fulfilling all contract obligations.

- 8) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 9) **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 10) **INSURANCE:** During the term of the contract, the contractor, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:



Request for Qualifications: Stormwater Infrastructure Mapping

- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage, \$500,000.00 for uninsured/underinsured motorists, and \$100,000.00 for medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. The certificate will contain a provision that the insurance coverage cannot be canceled, reduced in amount, or eliminated without 30 days' written notice to the Town of Waynesville. Owner's Protective insurance must list the Town of Waynesville as a "Named Insured" as its interest may appear. The owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

- 11) *ENTIRE AGREEMENT*: This contract and any documents explicitly incorporated by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statute of limitation

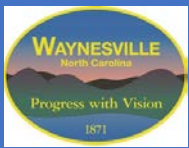
- 12) *AMENDMENTS*: This contract may be amended only by written amendments duly executed by the Town and the Contractor.
- 13) *GENERAL INDEMNITY*: The contractor shall hold and save the Town of Waynesville, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses with the exception of consequential damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract.
- 14) *MATERIALS*: The Town of Waynesville is not responsible for any materials, equipment, or tools lost or stolen from the site.
- 15) *CLEAN-UP*: The area of work shall be cleaned daily so that the Town shall not incur additional costs to make the area suitable for the work process. Also, the Contractor shall keep the public safe from construction debris by taking appropriate steps to close off access to the work area.



- 16) **PERFORMANCE OF WORK:** All work shall be performed at the highest level of quality. The owner shall be responsible for determining the quality of work and may notify the Contractor of same. ANY WORK COMPLETED THAT IS NOT SUITABLE FOR THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER. Any damage to existing area or utilities will be the responsibility of the Contractor. NO EXCEPTIONS.

Additional Instructions for Bidders:

- 1) **SCOPE:** Work shall consist of furnishing all labor, materials, equipment, and services incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, should be included automatically.
- 2) **QUALIFICATIONS:** All bidders must furnish a list of North Carolina Contractor Licenses which they hold.
- 3) **CONTRACTOR'S RESPONSIBILITY:** The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state, and local laws, building rules, rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be paid to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.
- 4) **SAFETY REGULATIONS:** The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register) which is hereby incorporated in these specifications.
- 5) **CODES:** All work shall be done in accordance with the specifications and shall comply with the North Carolina Building Code, Underminers' Rules, and Regulations, and Federal, State, and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes, and regulations, the specifications shall hold. All equipment shall have U. L. Labels attached.
- 6) **WORK SCHEDULE:** Construction can begin immediately.
- 7) **WORKERS ON JOB:** All employees of the Contractor shall act in a professional and courteous manner.
- 8) **E-VERIFY:** Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. 564-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall follow the requirements of E-Verify and N.C.G.S. 564-25 et seq.
- 9) **IRAN INVESTMENT ACT:** North Carolina Local Government Units may not enter into contracts with any entity or individual found on The State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.
- 10) **DRUG FREE WORKPLACE:** The Town of Waynesville has adopted a Drug-Free Workplace Policy requiring the contractor to ensure that a drug-free workplace is provided in the performance of this agreement. The requirements of that policy are included in the invitation to bid and included in the agreement of the Project.



11) *MINORITY/WOMAN BUSINESS ENTERPRISE (MIWBE)*: It is the policy of the Town of Waynesville to ensure that all businesses, including MIWBE's, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract with any business entity that has discriminated in the solicitation, selection, hiring, or commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age, or handicap.

**** THE IDENTIFICATION OF THE MINORITY BUSINESS PARTICIPATION FORM AND THE LISTING OF GOOD FAITH EFFORTS, AFFIDAVIT "A" MUST BE INCLUDED WITH EACH BID FOR THE BID TO BE RESPONSIVE ****

12) *CONFLICT OF INTEREST*: No officer, employee, or agent of the Town and no sub-grantee or sub-recipient of any federal or state funds from the Town shall participate in the selection or the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, is involved.

Such a conflict of interest would arise when any of the following persons or entities have a financial or other interest in the firm selected for the award:

- i) The employee, officer, agent,
- ii) Any member of his or her immediate family,
- iii) His or her partner, or
- iv) An organization that employs or is about to employ anyone listed in (1) and (2) above.

The grantee or subgrantee's officers, employees, or agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

13) *DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL CERTIFICATION*: As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not Contract List of Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer Final Divestment and Do-Not- Contract List. All individuals signing this contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.