



**Town of Waynesville, NC**  
**Town Council Special Meeting**  
Town Hall, 9 South Main Street, Waynesville, NC 28786  
Date: January 13<sup>th</sup>, 2026 Time: 6:00 p.m.

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*Consider the environment • Conserve resources • Print only when necessary*

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

**A. CALL TO ORDER – Mayor Gary Caldwell**

1. Welcome/Calendar/Announcements

**B. PUBLIC COMMENT**

**C. ADDITIONS OR DELETIONS TO THE AGENDA**

**D. CONSENT AGENDA**

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

2.
  - a. December 9, 2025 Regular Meeting Minutes
  - b. Call for a Public Hearing for January 27, 2026, to consider text amendments to remove the mandatory waiting period requirement for the resubmission of map and text amendments, Land Development Standards (LDS) Section 15.14.6.
  - c. Budget Amendment for Parks and Recreation, PARTF grant local match and application.
  - d. Budget Amendment for PW Streets and Sanitation replacement vehicle.
  - e. Establishing traffic control devices at the intersection of Laurel Ridge and Eagle Gap Roads
  - f. Contractor Approval for Wastewater Treatment Plant Potable Water Supply for Disc Filters
  - g. Gateway to the Smokies Ten Miler Special Event Permit
  - h. Martin Luther King Jr. March Special Event Permit
  - i. Pride On Main Special Event Permit

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

**E. PRESENTATIONS**

4. Life Saving Chiefs Award
  - Chief David Adams, Luke Kinsland, Wes Woodbery
5. Lt. Tamara Vander Day retirement and the granting of her duty weapon.
  - Chief David Adams
6. Retirement of Telecommunicator Shelia Trull
  - Chief David Adams
7. Lieutenant Promotional Ceremony
  - Fire Chief Chris Mehaffey
8. Basecamp Afterschool & Summer Program Update Presentation
  - Cameron Kanetzke, Programs Supervisor
9. Dogwood Health Trust Grant Presentation
  - William Hite, ESB Chair

**F. NEW BUSINESS**

10. Addition of part-time positions for Water Treatment and Waste Treatment Plants to support 24/7 operations.
  - Laura Yonkers, Deputy Director of Public Works-Sustainability

***Motion:*** *Approve the addition of part-time operator positions for both the water treatment and wastewater treatment plants.*
11. Contractor Approval for Public Works Bank Stabilization Project
  - Hutch Reece, Deputy Director of Public Works-Operations

**Motions:**

  1. *Approve the award of the Public Works Bank Stabilization Project to Rhino Design Build LLC.*
  2. *Authorize initiation of the project during the third quarter of Fiscal Year 2026 (FY26).*
12. Award of Construction Contract and Approval of Project Budget – Vance & Recreation Park Ballfields (Helene Damage Repair)
  - Luke Kinsland, Parks and Recreation Director

**Motions:**

  1. *Motion to award the construction contract for the Vance & Recreation Park Ballfields project to John Burgin Construction in the amount of \$154,085.*

**2. *Motion to approve an overall project budget of \$700,000 for the Vance & Recreation Park Ballfields rebuild project.***

**13. Establishment of Project Budget – Dog Park Project**

- Luke Kinsland, Parks and Recreation Director

**Motion: Establish an overall project budget of \$430,741 for the Dog Park project.**

**14. Comprehensive Pay and Classification Study: Phase One Public Safety**

- Page McCurry, Human Resources Director

**Motion: Motion to approve the Memorandum of Agreement with the North Carolina League of Municipalities, and its subcontractor The MAPS Group, to conduct a comprehensive Public Safety Classification and Pay Study and a review of the Personnel Policy, for a total fee of \$16,400.00 plus estimated expenses.**

**G. COMMUNICATION FROM STAFF**

**15. Manager's Report**

- Town Manager, Rob Hites

**16. Town Attorney's Report**

- Town Attorney, Martha Bradley

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

**I. ADJOURN**



## TOWN OF WAYNESVILLE

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

### 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

Mon. January 19	Town Offices Closed – MLK Day
Tues. January 27	Town Council Meeting – Regular Session
Fri. January 30	Ice Block Party on Main Street 5pm-8pm
Tues, February 10	Town Council Meeting – Regular Session
Tues. February 24	Town Council Meeting – Regular Session
Tues, March 10	Town Council Meeting – Regular Session
Tues. March 24	Town Council Meeting – Regular Session
Tues. April 14	Town Council Meeting – Regular Session
Tues. April 28	Town Council Meeting – Regular Session
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
Tues, July 14	Town Council Meeting – Regular Session
Tues. July 28	Town Council Meeting – Regular Session
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
Tues. October 13	Town Council Meeting – Regular Session
Tues. October 27	Town Council Meeting – Regular Session
Tues. November 10	Town Council Meeting – Regular Session
Tues. November 24	Town Council Meeting – Regular Session
Tues. December 8	Town Council Meeting – Regular Session

## Board and Commission Meetings – January 2026

ABC Board	ABC Office – 52 Dayco Drive	<b>January 20th</b> 3 <sup>rd</sup> Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	<b>January 6th</b> 1 <sup>st</sup> Tuesday 5:30 PM
Cemetery Commission	Public Services Building	<b>Every Other Month- January</b> 20th 3 <sup>rd</sup> Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	<b>January 20th</b> 3 <sup>rd</sup> Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	<b>January 8th</b> 1 <sup>st</sup> Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	<b>January 7th</b> 1 <sup>st</sup> Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	<b>January 12th</b> 3 <sup>rd</sup> Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	<b>January 8th</b> 2 <sup>nd</sup> Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	<b>January 19th</b> 3 <sup>rd</sup> Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	<b>January 28th</b> 4 <sup>th</sup> Wednesday 9:00 AM

**MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL**  
**Regular Meeting**  
**December 9, 2025**

**THE WAYNESVILLE TOWN COUNCIL** held a regular meeting on Tuesday, December 9, 2025, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

**A. CALL TO ORDER**

Mayor Gary Caldwell called the meeting to order at 6:01 pm with the following members present:

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

The following staff members were present:

Rob Hites, Town Manager  
Jesse Fowler, Deputy Manager  
Candace Poolton, Town Clerk/Assistant to the Manager  
Martha Bradley, Town Attorney  
Luke Kinsland, Recreation Director  
Elizabeth Teague, Development Services Director  
Olga Grooman, Assistant Development Services Director  
Fire Chief Chris Mehaffey  
Assistant Fire Chief Cody Parton  
Ian Barrett, Finance Director  
Page McCurry, Human Resources Director

The following members of the media were present:

Paul Nielsen, The Mountaineer

**1. Welcome/Calendar/Announcements**

Mayor Gary Caldwell called the meeting to order at 6:00pm.

**B. 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. Motion to approve the November 18, 2025 Special Meeting Minutes**

- b. Approve the amended contract for Martin Starnes Auditing
- c. Approve the Budget Amendment for the Downtown Waynesville Commission
- d. Approve staff to apply for the Unified Planning Work Program Grant to the French Broad River MPO.
- e. Motion to appoint Justin Jamison to the Waynesville Recreation Advisory Commission
- f. Motion to approve the revision to the Town of Waynesville Fee Schedule by adopting the proposed Summer Camp additional-child discounted rates, setting the weekly fee at \$90 for each additional resident child and \$100 for each additional non-resident child within the same household, effective for the 2026 summer camp season.
- g. Motion to approve the State Revolving Loan offer of \$5,000,000 with 100% principal forgiveness
- h. Motion to approve the renewal of internal controls
- i. Motion to renew the ERC Contract
- j. Motion to approve the ABC Designation Resolution

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to remove from the consent agenda and place on the regular agenda the Proposed 2026 Council Meeting Schedule. The motion passed unanimously.***

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

**C. COUNCILMEMBERS' OATHS OF OFFICE**

- 2. Oath of Office Administered to Councilmember Julia Boyd Freeman and Councilmember Anthony Sutton.
  - Superior Court Judge Roy Wijewickrama

Councilmember Chuck Dickson introduced Superior Court Judge Roy Wijewickrama, who will be administering the oaths of office. Councilmember Dickson said that Judge Wijewickrama is a resident of Waynesville and his mother used to work for the Town. Superior Court Judge Roy Wijewickrama administered the Oath of Office to Councilmembers Julia Freeman and Anthony Sutton.

**D. ELECTION OF MAYOR PRO TEMPORE**

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to appoint Councilmember Chuck Dickson as the Mayor Pro Tempore. The motion passed unanimously.***

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve the 2026 Council Meeting Schedule as presented. The motion passed unanimously.***

## **E. COMMENTS BY COUNCILMEMBERS**

Mayor Caldwell congratulated Councilmembers Sutton and Freeman on being re-elected. He said he appreciated Councilmember Sutton's involvement with the French Broad MPO and Councilmember Freeman's involvement with Public Safety. Councilmember Sutton thanked everyone and said he will take his responsibility as Councilmember very seriously. He promised to be fair, to listen, and to work hard to make sure every voice is heard, with an emphasis on inclusivity. Councilmember Freeman thanked the citizens of Waynesville for their support over the last 14 years. She said there is still much work to be done. She thanked the Town Employees and said her mission is to make sure they are taken care of. Councilmember Dickson said that he was very happy that Councilmembers Sutton and Freeman were re-elected. He said they've been through floods and covid and he appreciates how well Council works together. He expressed appreciation for Town Manager Rob Hites. Councilmember Feichter agreed with the other Councilmembers' sentiments and said they've been through a lot but have also accomplished a lot together. He expressed appreciation for the entire Council and how well they work together.

## **F. PUBLIC COMMENT**

There was no public comment.

## **G. OTHER BUSINESS**

There was no other business

## **H. COMMUNICATION FROM STAFF**

### **3. Manager's Report**

- Town Manager Rob Hites

Town Manager Rob Hites thanked Council for their support and the holiday bonus for staff. Mr. Hites said the director from the U.S. Rural Development called to congratulate the Town on receiving the \$2.97 million earmarked by Congress. He said the funds were assigned to the USDA, so they will be treating the funds as a grant. Mr. Hites suggested this could provide an opportunity to talk to the USDA about a loan for the balance of the fire station and a new ladder truck. Councilmember Feichter asked what the total cost will be of the new station. Mr. Hites said \$6 million. Councilmember Feichter then asked if there has been thought about what would happen to Station #2. Mr. Hites said Council's long-term plan was to close in the garage bays and move Development Services there. He said they are working on storm proofing the current building, and the new station will have utility hook ups for FEMA trailers in case of future floods.

### **4. Town Attorney Report**

- Town Attorney Martha Bradley

There was nothing to report.

I. ADJOURN

*A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to adjourn at 6:23pm. The motion passed unanimously.*

ATTEST:

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Gary Caldwell, Mayor

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Robert W. Hites, Jr. Town Manager

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Candace Poolton, Town Clerk

DRAFT

**TOWN OF WAYNESVILLE COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: January 13, 2026**

**SUBJECT:** Call for a Public Hearing for January 27, 2026, to consider text amendments to remove the mandatory waiting period requirement for the resubmission of map and text amendments, Land Development Standards (LDS) Section 15.14.6.

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Development Services

**Contact/Presenter:** Olga Grooman

**BRIEF SUMMARY:**

On October 6, 2025, the NC GS House Bill 926 - Regulatory Reform Act of 2025- became a law. Section 11 of this bill has updated the NC General Statute 160D-601, prohibiting any ordinance from imposing a waiting period for a landowner, developer, or applicant to resubmit a denied or withdrawn application for a zoning map amendment, text amendment, or development application.

It means that if a Board or staff deny a zoning application, the petitioner cannot be required to wait to refile their application. Currently, LDS section 15.14.6 includes a 12-month waiting period for zoning map and text amendments, which could only be waived by the Council. The proposed text amendment removes this requirement to comply with the updated NC G.S. 160D-601.

**MOTIONS FOR CONSIDERATION:**

Motion to call for Public Hearing for January 27, 2026, to consider text amendments to remove the mandatory waiting period requirement for the resubmission of map and text amendments, Land Development Standards (LDS) Section 15.14.6.

**FUNDING SOURCE/IMPACT:**

N/A

**ATTACHMENTS:**

- Draft Ordinance

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

This is a call for public hearing only.

*DRAFT ORDINANCE FOR COUNCIL CONSIDERATION*

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE TEXT OF THE  
TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS**

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

**WHEREAS**, HB 926 - Regulatory Reform Act of 2025 became a law on October 6, 2025; and

**WHEREAS**, Section 11 of S.L. 2025-94 (House Bill 926) bars a development regulation or unified development ordinance from including waiting periods prohibiting a landowner, developer, or applicant from refiling a denied or withdrawn application for a zoning map amendment, text amendment, development application, or request for development approval.; and

**WHEREAS**, the Town of Waynesville Planning Board has reviewed the proposed text amendment to the Land Development Standards (LDS) and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because:

- The Town of Waynesville will continue to “promote smart growth in land use planning and zoning” (Goal #1);
- The Town will maintain adequate legal authority through the most up-to-date ordinance.

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

**WHEREAS**, the Town Council finds this Ordinance to be 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 **December 15, 2025**, at the regularly scheduled meeting of the Waynesville Planning Board, and on **January 27, 2026**, at the regularly scheduled meeting of the Waynesville Town Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL,  
MEETING IN REGULAR SESSION ON JANUARY 27, 2026, AND WITH A MAJORITY OF  
THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:**

That the Land Development Standards be amended as follows (in red):

1. Remove LDS Section 5.14.6- Waiting Period for Subsequent Applications:

**5.14.6 Waiting Period for Subsequent Applications:**

- A. ~~When an application for an amendment has been approved or denied by the Town Council, no application shall be considered on the same issue within the next twelve (12) months after approval or denial.~~
- B. ~~This waiting period may be waived by the Town Council (three fourths vote required) if it determines that there have been substantial changes in conditions or circumstances which may relate to the request.~~

**ADOPTED** this \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

TOWN OF WAYNESVILLE

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J. Gary Caldwell, Mayor

ATTEST:

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Candace Poolton, Town Clerk

APPROVED AS TO FORM:

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Martha Bradley, Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR BOARD ACTION  
Meeting Date: 1.13.2026**

**SUBJECT:** Budget Amendment for Parks and Recreation, PARTF grant local match and application.

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:**  
**Department:** Parks & Recreation  
**Contact:** Luke Kinsland  
**Presenter:** Luke Kinsland

**BRIEF SUMMARY:** PARTF currently has an open grant program specifically intended to assist parks in rebuilding or constructing new facilities in areas impacted by Hurricane Helene. The Parks and Recreation Department proposes to apply for this grant to support the relocation and reconstruction of the Town's dog park in a location less prone to flooding. The total grant request would be \$400,000 and requires a 50 percent local match, resulting in a Town match of \$200,000

**MOTION FOR CONSIDERATION:** Approve the application for the grant and the local match

**FUNDING SOURCE/IMPACT:** Unspent loan proceeds will be used to fund the local match.



01.07.26

Ian Barrett, Finance Director

Date

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

Ordinance No. O-2-26

Amendment No. 25 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:

Unspent Loan Proceeds	\$200,000
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Increase the following appropriations:

Parks & Recreation (local match)	\$200,000
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Adopted this 13th day of January 2026.

Town of Waynesville

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Gary Caldwell  
Mayor

Attest:

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Candace Poolton  
Town Clerk

Approved As To Form:

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Martha Sharpe Bradley  
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR BOARD ACTION  
Meeting Date: 1.13.2026**

**SUBJECT:** Budget Amendment for PW Streets and Sanitation replacement vehicle.

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda

**Item Number:**

**Department:** Public Works

**Contact:** Hutch Reece

**Presenter:** Hutch Reece

**BRIEF SUMMARY:** Truck #404 was involved in a vehicle accident during the previous fiscal year. An insurance settlement in the amount of **\$59,423.34** was received during that same fiscal year. Due to actions taken by prior management, the settlement funds were not expended and were subsequently carried forward into the current fiscal year.

Since the vehicle was taken out of service, the Public Works Streets and Sanitation Division has operated at a reduced capacity. Staff has obtained multiple vendor quotes and identified an appropriate replacement vehicle to restore operational capability. Because the insurance proceeds were carried forward across fiscal years, **Council approval is required** to authorize the use of these funds for the vehicle replacement.

**MOTION FOR CONSIDERATION:** Approve the PW Budget Amendment

**FUNDING SOURCE/IMPACT:** Transfer of funds between fund balance & capital purchase.



Ian Barrett, Finance Director

12.30.25

Date

**ATTACHMENTS:** Vehicle Quotes

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

Ordinance No. O-1-26

Amendment No. 24 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:

Fund Balance (Insurance Payout FY 24)	\$59,423.34
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Increase the following appropriations:

Public Works (Capital Expenditures, Vehicles)	\$59,423.34
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Adopted this 13th day of January 2026.

Town of Waynesville

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Gary Caldwell  
Mayor

Attest:

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Candace Poolton  
Town Clerk

Approved As To Form:

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Martha Sharpe Bradley  
Town Attorney

## WORK SHEET

NAME	TOWN OF WAYNESVILLE			DL #	DATE	12/17/2025	
CO-NAME				DL #	RES. PHONE	(828) 456-3706	
ADDRESS	PO BOX 100			BUS. PHONE			
CITY	WAYNESVILLE	STATE	NC	ZIP	28786	CELL PHONE	(828) 400-5007

EMAIL ADDRESS LBURNETTE@WAYNESVILLENC.GOV

STOCK # <b>T01819</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR <b>2025</b>	MAKE <b>Ford</b>
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MODEL <b>F-550 Chassis</b>	BODY STYLE <b>XL 4x4 SD Regul</b>	SERIAL <b>1FDFF5HT7SDA09029</b>	MILEAGE
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TRADE YEAR	TRADE MAKE	TRADE MODEL	TRADE BODY STYLE	COLOR
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TRADE SERIAL #	MILEAGE	TAG #	STICKER #	EXP. DATE
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TRADE YEAR	TRADE MAKE	TRADE MODEL	TRADE BODY STYLE	COLOR
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TRADE SERIAL #	MILEAGE	TAG #	STICKER #	EXP. DATE
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PRICE OF VEHICLE	76,050	00
DISCOUNT	9,950	00
dump bed	22,900	00
<b>TOTAL PRICE OF VEHICLE AND EQUIPMENT</b>	<b>89,000</b>	<b>00</b>
TRADE-IN ALLOWANCE		
TRADE DIFFERENCE	89,000	00
ROAD USE TAX		
TAG FEE		
TOTAL	89,000	00
PAYOUT ON TRADE-IN		
BALANCE DUE	89,000	00
DEPOSIT		
REBATE	4,000	00
<b>CASH</b>		
<b>AMOUNT FINANCED</b>	<b>\$85,000</b>	<b>00</b>

INSURANCE CO.	ACCOUNT #						
POLICY #	ADDRESS						
AGENT	PHONE #	AMOUNT OF PAYOFF <b>\$00</b>					
PHONE # ( )	CITY		DATE LAST PAID	PAYOFF GOOD UNTIL			
PERSON TALKED TO	DATE	TIME	YOUR INITIALS	PERSON TALKED TO	DATE	TIME	YOUR INITIALS
SALESMAN <b>Conley Smith</b>	APPROVED BY			PURCHASER			

THIS ORDER IS NOT VALID UNLESS SIGNED &amp; ACCEPTED BY DEALER

# Legendary Ford, Inc.

565 Oak Street  
Forest City, NC 28043  
828-245-1626 • Fax: 828-245-1620



# WORK SHEET

NAME TOWN OF WAGNEVILLE

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DATE \_\_\_\_\_

RES. PHONE \_\_\_\_\_

BUS. PHONE \_\_\_\_\_

CUSTOMER #	STOCK #	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR	MAKE
<u>FS50</u>	<u>BODY STYLE</u>	<u>1FDWPFHP2SDA03274</u>	<u>SERIAL #</u>	<u>F010</u>
		MILEAGE		

INSURANCE CO.	POLICY #			PRICE OF VEHICLE	76735	00
AGENCY	PHONE #			Non Factory Added Equipment		
ADDRESS				<u>11 Pboot</u>	26900	00
EFFECTIVE DATES				<u>DomP</u>		
PERSON TALKED TO	DATE	TIME	YOUR INITIALS	TOTAL PRICE OF VEHICLE AND EQUIPMENT	103635	00
PAYOUT OWED TO				TRADE-IN ALLOWANCE	1300	00
ADDRESS				TRADING DIFFERENCE	90635	00
PHONE #				ROAD USE TAX		
PER DIEM	PAYOUT GOOD UNTIL			DOC FEE		
PERSON TALKED TO	DATE	TIME	YOUR INITIALS	TAG FEE		
PAYOUT OWED TO				TOTAL		
ADDRESS				PAYOUT ON TRADE-IN		
PHONE #				BALANCE DUE		
PER DIEM	PAYOUT GOOD UNTIL			DEPOSIT REBATE		
PERSON TALKED TO	DATE	TIME	YOUR INITIALS	CASH		
				AMOUNT FINANCED		

TRADE 1	YEAR	TRADE MAKE	TRADE MODEL
TRADE SERIAL #	MILEAGE		
TRADE 2	YEAR	TRADE MAKE	TRADE MODEL
TRADE SERIAL #	MILEAGE		

SALESMAN	APPROVED BY:	PURCHASER
<u>Bob Chardens</u>		SIGNED
THIS ORDER IS NOT VALID UNLESS SIGNED & ACCEPTED BY DEALER		

**Prepared for:**

Town of Waynesville

Prepared by: Jeff Williams

12/12/2025

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792



2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520 | Quote ID: 1212202506

**Pricing Summary - Single Vehicle**

	<b>MSRP</b>
<i>Vehicle Pricing</i>	\$92,548.45
<b>Subtotal</b>	\$92,548.45

*Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
Discount	Dealer Discount	-\$6,328.00
Ford Gvmnt GPC	Government GPC	-\$1,110.00
<b>Total</b>		<b>\$85,110.45</b>

Customer Signature

Acceptance Date

**COUNCIL ACTION REQUEST**  
**Meeting Date 1/13/26**

**SUBJECT: Establishing traffic control devices at the intersection of Laurel Ridge and Eagle Gap Roads**

**AGENDA INFORMATION:**

**Agenda Location:** Consent

**Item Number:**

**Department:** Streets

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY:** We received an inquiry from a resident of Eagle Gap Road that stated that the traffic control devices at the intersection of Laurel Ridge and Eagle's Gap Roads are contradictory and dangerous. We investigated and found that a Yield Sign with a yellow background instructs drivers to Yield to drivers coming from Eagle Gap Road. As one enters the same intersection from Eagle Gap Road to Laurel Ridge there is another red Yield Sign that directs drivers to Yield to drivers traveling on Laurel Ridge.

Laurel Ridge is a long winding road with 19 dwellings. Eagle's Gap has only 5 dwellings and two points of entry. Laurel Ridge will have the most trips per day and only one point of access.

Based on the trips per day carried by the roads, we recommend the Council authorize a Stop Sign be placed on Eagle Gap as it enters Laurel Ridge and Laurel Ridge be designated a Through Traffic.

**MOTION FOR CONSIDERATION:** Approve the installation of a "Stop Sign" at Eagle's Gap Road where it intersects Laurel Ridge Road.

**FUNDING SOURCE/IMPACT** General

**ATTACHMENTS:** None

**MANAGER'S COMMENTS:** See above

## COUNCIL ACTION REQUEST

Meeting Date  
1/13/2026

### SUBJECT:

**Contractor Approval for Wastewater Treatment Plant Potable Water Supply for Disc Filters**

### AGENDA INFORMATION:

**Agenda Location:**

**Item Number:**

**Department:** Public Works

**Contact:** Laura Yonkers

**Presenter:** Laura Yonkers

### BRIEF SUMMARY:

Ashe Construction and Management (ACMI) has been selected to install a dedicated potable water supply line at the Town of Waynesville Wastewater Treatment Plant (WWTP) to provide clean, non-reclaimed water for backwashing the facility's disc filters. The use of potable water is necessary to properly clean the disc filters, maintain treatment efficiency, and ensure continued compliance with regulatory and operational standards.

This project will improve system reliability, reduce maintenance issues associated with inadequate backwashing, and support the long-term performance of the wastewater treatment process.

The WWTP disc filters are a critical component of the treatment process, providing primary treatment of the wastewater influent. Proper backwashing of these filters is essential to prevent fouling, maintain flow capacity, and ensure consistent effluent quality. The current lack of a dedicated potable water supply for backwashing limits the effectiveness of the cleaning process.

### **SCOPE OF WORK (SUMMARY)**

The selected contractor will:

- Install a new potable water line to serve the disc filter backwash system
- Coordinate connections with existing WWTP infrastructure
- Ensure all work meets applicable codes, standards, and safety requirements
- Restore disturbed areas upon completion
- Coordinate with Town staff to minimize operational disruptions

### **SCHEDULE**

Upon approval, the project is anticipated to begin during the first quarter of Fiscal Year 2026 (FY26). The construction duration is expected to be approximately 6 weeks, subject to weather conditions and material availability.

**MOTION FOR CONSIDERATION:**

1. Approve the award of the WWTP Potable Water Project to ACMI
2. Authorize initiation of the project during the first quarter of Fiscal Year 2026 (FY26).

**FUNDING SOURCE/IMPACT**

The low bid was \$375,000 with a \$18,750 contingency for a project total of \$393,750. The project will be funded through Capital Improvement Fund 62-7122-00-545900. Sufficient funds have been identified in the FY26 budget to cover the project cost.

This project is not expected to have an adverse impact on utility rates and represents a necessary capital investment to maintain reliable and compliant wastewater treatment operations.



Ian Barrett, Finance Director

1/7/2026

Date

**ATTACHMENTS:**

Project RFP  
Scoring Matrix including quotes from ACMI and Cove Utility– McGill Letter  
RFP Compliance Review and Proposal Analysis -Mc Gill

**MANAGER'S COMMENTS:**

See Above

The item before you tonight is a request to approve a contractor for a project at the Town's Wastewater Treatment Plant. This project involves installing a potable water line that will be used to clean the plant's disc filters.

The disc filters are a primary part of our wastewater treatment process. In order for the filters to work properly, they have to be cleaned, or backwashed, on a regular basis.

At this time, the treatment plant does not have a dedicated potable water supply for this purpose. That limits how effectively the filters can be cleaned and increases wear on the equipment. Over time, this can lead to more frequent maintenance, reduced treatment capacity, and potentially higher costs or compliance concerns.

This project will install a dedicated potable water line specifically for cleaning the disc filters. Once installed, it will allow the filters to be properly maintained, improve reliability of the treatment process, and help protect this equipment over the long term.

Based on that review, management is recommending award of the project to ACMI. This firm was the highest-ranked proposer and provided the best overall value to the Town.

If approved, the project is planned to begin during the first quarter of fiscal year 2026. The work will be coordinated with plant operations to minimize any disruption, and construction is expected to take approximately 6 weeks.

The project will be funded through the wastewater fund, and sufficient funds are available in the approved FY26 budget. There is no anticipated impact to utility rates as a result of this project. This is a proactive investment intended to avoid more costly repairs or operational issues in the future.

Management recommends approval of this item. The requested action tonight is to approve the award of the WWTP potable water project to ACMI and to authorize staff to initiate the project during the first quarter of fiscal year 2026.

# PROJECT BID INFORMATION

Applicant Town of Waynesville  
Project Number CS370930-01

Address 16 South Main Street  
Waynesville, North Carolina 28786

## Bid Information to be forwarded with the cost summary

- (a) Tabulations of all bids received (sealed by engineer).
- (b) Copies of the bid(s) and bid bond the applicant wishes to accept.
- (c) Resolution of tentative award from the governing board.
- (d) Engineer's recommendation of award letter.
- (e) Proof of advertisement.
- (f) MBE/WBE documents: (see MBE/WBE instructions)
- (g) American Iron and Steel Certification (not applicable to all projects)
- (h) If negotiations took place to get the project within budget, all information associated with the negotiations must be submitted.

These items, and this form must be submitted to your assigned DWI, Grant Management Unit project manager. Contact Mark Hubbard if you do not know who your project manager is.

## Addenda

All addenda must be submitted to your DWI project engineer for approval prior to opening bids. Changes to the scope of the project may result in funding being rescinded.

**Please Note that the following items must be submitted before any reimbursements will be made. All items in the below list are submitted to Pam Whitley of DWI.**

- Capital Project Ordinance
- Site Certificate
- Closing costs
- Executed Construction Contracts (DWI will approve by letter)
- A/E contracts (DWI will approve by letter)
- A/E Brooks Act Compliance Certification (applicable to certain Federal projects)
- Federal ID and DUNS numbers (form was provided with the Loan Offer package)
- LGC must receive the executed promissory note (see guidance document for details on when the promissory note is generated)

**Mailing Address:** Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633

### PROJECT COST SUMMARY (as-bid)

Contractor names below:	<b>TOTAL</b>	<b>ELIGIBLE*</b>
1. Ashe Construction & Maintenance Inc.	<b>\$375,000.00</b>	<b>\$225,000.00</b>
<b>EQUIPMENT AND MATERIALS</b>		
<b>SUBTOTAL</b>	\$375,000.00	\$225,000.00
PLANNING AND DESIGN (attach contract)	\$0	\$0
CONSTRUCTION PHASE ENGINEERING	\$0	\$0
CONTINGENCY (5% of construction)	\$18,750.00	\$11,250.00
LEGAL, TESTING, ETC.		
OTHER (specify)		
REAL PROPERTY ACQUISITION COSTS**		
CLOSING COSTS (Not eligible in CWSRF)		
<b>TOTAL</b>	<b>\$393,750.00</b>	<b>\$236,250.00</b>

\*Please see eligibility guidance for a full accounting of eligible costs. \*\* Please use the form provided on the website in addition to land cost invoices.

### REVENUE SOURCES FOR PROJECT CONSTRUCTION

List funds that are available for this project	<b>AMOUNT</b>
DENR FUNDING (specify) ↳ CS370930-01	<b>\$236,250.00</b>
CASH-Town Funds	<b>\$157,500.00</b>
GENERAL OBLIGATION or REVENUE BONDS	
OTHER AGENCY (specify) ↳	
OTHER AGENCY (specify) ↳	
OTHER (specify) ↳	
OTHER (specify) ↳	
<b>TOTAL</b>	<b>\$393,750.00</b>

The undersigned representative of the Recipient certifies that the information contained above and in any attached statements and material in support thereof is true and correct to the best of his or her knowledge.

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

**Rob Hites – Town Manager**  
Name and Title (type or print)

\_\_\_\_\_  
Date

**PROJECT M E M O R A N D U M**  
**Wastewater Treatment Plant upgrades**  
**Primary Treatment System Backwash Water**  
**TOWN OF Waynesville**

TO: Rob Hites – Manager  
Ricky Bourne – Public Works director

FROM: Keith Webb, PE – McGill Associates

DATE: December 16, 2025

RE: Wastewater Treatment Plant Upgrade  
Primary Filter Backwash Improvements

Bids for the repairs of the primary disc filter system and improvements to the filter backwash system were received on November 11, 2025. Bids were advertised on an informal basis and bid packages were distributed to several contractors.

Two bids were received as follows.

Ashe Construction and Management (A.C.M.I.)	\$ 595,750.00
Cove Utility, LLC	\$ 692,200.00

Both bids exceeded the anticipated budget for the project.

Since the time of the bid receipt McGill Associates, on behalf of the Town of Waynesville, has been in conversation with the low bidder, ACMI, to value engineering and potentially reduce the cost of the project.

In addition, McGill Associates has been in conversation with Veolia, the supplier of the disc filter system ,and as a part of the bid process provided a scope of work and price to perform the necessary work for filter repairs and startup to each of the potential bidders.

With this value engineering and clarification of work ACMI has agreed to reduce their bid to the final lump sum amount of \$375,000.00. This amount is broken into the two following line items in accordance with the original bid.

<b>Description</b>	<b>Lump Sum Base Bid</b>
Division 1 – Backwash System Improvements, Complete	\$225,000.00
Division 2 – Equipment Replacement, Complete	\$150,000.00
Total Division 1 & 2	\$375,000.00

The following action items and revisions in scope were discussed with ACMI and resulted in the reduced project cost.

1. Review of the materials which have been supplied to the Town of Waynesville from the original plant contractor, Harper Construction, and will be supplied to the contractor for installation. ACMI inspected this equipment which is on hand and was able to reduce their cost.
2. ACMI had misinterpreted the work associated with the required connections to the existing reuse water system piping for the disc filter backwash system. The ACMI bid included considerable cost for asphalt and concrete cutting, removal and replacement. Following a site visit which clarified that the amount of asphalt and concrete repairs ACMI was able to reduce their price.
3. McGill had conversations with Veolia with reference to their scope of work for this phase of the project and previously agreed upon scope which Veolia had previously agreed to with Harper Construction Company. As a result of scope clarification and previous work agreements between Harper and Veolia the price for the scope of work to ACMI was significantly reduced.
4. ACMI was requested to review the scope along with their new revised bid and to break that cost into the two divisions shown above.

December 19, 2025

Mr. Rob Hites, Town Manager  
Town of Waynesville  
16 South Main Street  
Waynesville, North Carolina 28706

RE: Recommendation of Award and Certified Bid Tabulation  
Wastewater Treatment Plant Improvements  
CS370930-01  
Haywood County, North Carolina

Dear Mr. Hites:

On November 6, 2025, informal bids were received by McGill Associates, on behalf of the Town of Waynesville, for the improvements to the primary treatment filter system backwash system and the repairs of the primary treatment filter system. Two (2) bids were received with the apparent low bid submitted by Ashe Construction and Maintenance Inc. (ACMI) of Waynesville, North Carolina for a total base bid price of \$595,750.

- Division 1 = \$165,750
- Division 2 = \$430,000

Attached is a certified bid tabulation with the details for all the bids submitted as well as ACMI's bid.

ACMI holds an Unlimited General Contracting License with the North Carolina Licensing Board for General Contractors and appears to have the capability to complete the work required for the project.

Since the low bid amount exceeded the anticipated budget for the project, a value engineering effort was conversed with ACMI on behalf of the Town of Waynesville. Additionally, McGill Associates contacted Veolia, the supplier of the disc filter system, and as a part of the bid process provided a scope of work and price to perform necessary work to each of the bidders. With this value engineering and clarification of work ACMI has agreed to reduce their bid to the final lump sum amount of \$375,000

- Division 1 = \$225,000
- Division 2 = \$150,000

Attached is the memo explaining all value engineering efforts.

McGill Associates recommends that the Town of Waynesville tentatively award the construction contract to ACMI, for a total base bid amount of \$375,000. This tentative contract award is contingent upon NCDWI review and approval of the bid and attachments, including the minority business good faith efforts documentation.

McGill Associates looks forward to continuing to assist the Town of Waynesville during the construction phase of this project. Please return a copy of the executed resolution of tentative award to us at your convenience and we will submit the full bid package to NCDWI for approval. If you have any questions regarding this matter or require additional information, please do not hesitate to contact me.

Sincerely,  
**McGILL ASSOCIATES, P.A.**



**KEITH WEBB, PE**  
Principal/Vice President

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**RESOLUTION OF TENTATIVE AWARD**  
**R-1-26**

**WHEREAS, Town of Waynesville**, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **Wastewater Treatment Plant Improvements (CS370930-01)**, and

**WHEREAS, McGill Associates, PA**, the Town's Consulting Engineers have reviewed the bids; and

**WHEREAS, Ashe Construction & Maintenance Inc.** was the lowest bidder for the **Wastewater Treatment Plant Improvements** construction contract, in the total revised bid amount of **\$375,000**, and

**WHEREAS**, the consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder(s).

**NOW, THERE FORE, BE IT RESOLVED** that **TENTATIVE AWARD** is made to the lowest bidder, Ashe Construction & Maintenance Inc. in the Revised Total Bid Amount of **\$375,000**.

<b>Name of Contractor</b>	<b>Amount</b>
1. Ashe Construction & Maintenance Inc.	\$375,000

**BE IT FURTHER RESOLVED** that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality – Division of Water Infrastructure.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the above **RESOLUTION** was unanimously adopted.

This is \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mayor Gary Caldwell  
(Seal)

**Attest:**

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



# Application for Special Events Permit

## I. General Information

EVENT NAME:	Gateway to the Smokies Ten Miler/Mighty Four Miler to Benefit Riley Howell Foundation Fund
EVENT DATE(S):	June 20, 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 Street in Frog Level between Depot Street and Panacea
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	5:00-7:00 AM
EVENT HOURS:	6:00 AM-11:00 PM (10M Start-7:30 AM; 4M Start-7:45 AM)
DISMANTLE HOURS (START/END):	11:00 AM-12:00 PM
ESTIMATED ATTENDANCE:	500
BASIS ON WHICH THIS ESTIMATE IS MADE:	Previous experience and current growth race of races
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.	Please attach proof of insurance (or applicable rider).

## II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	Glory Hound, Inc. dba Glory Hound Events				
ARE YOU A NON PROFIT CORPORATION?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	If yes, are you 501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Greg Duff		TITLE: President		
ADDRESS:	PO Box 19256	CITY :	Asheville	STATE: NC	ZIP 28815
PHONE:	828-400- 5868	FAX#:		EMAIL:	greg@gloryhoundevents.com
ON-SITE CONTACT:	Same		TITLE:		
ADDRESS:					
PHONE #:		CELL PHONE #:		EMAIL:	

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

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

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

1. Commerce Street from Depot St to Panacea (7/21/25, 5:30 AM-12 PM)

2.

3.

<b>V. Event Details</b>
-------------------------

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? \_\_\_\_\_

Does the event involve the **sale of non-food items**? If "YES" have you applied for a privilege license? \_\_\_\_\_

Will there be **musical entertainment** at your event? IF "YES" provide the following information:  
Number of Stages: \_\_\_\_\_ Number of Band(s): \_\_\_\_\_ Amplification? \_\_\_\_\_ Yes \_\_\_\_\_  
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: \_\_\_\_\_ 5-10 \_\_\_\_\_ Will any tent exceed 400 sq. feet in area?  NO  YES

Does the event involve the use of **pyrotechnics**? Explain \_\_\_\_\_

Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? \_\_\_\_\_ 4-6 in city parking lot on Commerce Street (east end) \_\_\_\_\_

Will you require **electrical hookup** for the event? Generators? \_\_\_\_\_ Yes \_\_\_\_\_

Will you require **access to water** for the event? Explain \_\_\_\_\_

Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. \_\_\_\_\_ See Page 4 \_\_\_\_\_

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

Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit? \_\_\_\_\_ Not yet \_\_\_\_\_

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

## VI. Additional Questions

How will **parking** be accommodated for this event? Primary-Courthouse parking deck; secondary-street parking as available

Notes:

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

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

The event will collect and remove all trash and recycling

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

Yes, please

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

**Return to:**

**Jessie Fowler, Assistant Town Manager**

**Town of Waynesville**

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

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

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

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

## 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:

## **2026 Entry Fees**

### Gateway to Smokies Ten-Miler

January 1-March 31 - \$60  
April 1-May 31 – \$70  
June 1–Race Day – \$80

### Mighty Four Miler

January 1-March 31 - \$35  
April 1-May 31 – \$40  
June 1 – Race Day – \$45



## 2026 GATEWAY TO THE SMOKIES TEN-MILER TURN-BY-TURN DIRECTIONS

<u>Direction</u>	<u>Streets</u>
START	Commerce Street - Going East
Right	Commerce Street & Depot Street
Left	Depot Street & Boundary Street
Right	Boundary Street @ Haywood Builders Supply
Right	Boundary Street & Branner Avenue
Right	Branner Avenue & Walnut Street - Move to sidewalk
Right	Walnut Street & South Main Street
Left	South Main and Country Club
	Aid Station #1, Country Club (MM 2.2)
Left	Country Club and Ninivah
Right	Country Club and Longview
Right	Longview and Willow
Left	Willow and Playground
Right	Willow and Camp Branch
Right	Camp Branch and Browning
Right	Browning and Chelsea
Right	Chelsea and Ninevah
Left	Ninivah and Country Club
	Aid Stations #2, Country Club (MM 4.3 )
Straight	Country Club and South Main (cross S. Main to Virginia)
Left	Virginia and Hazelwood
Right	Hazelwood and Camelot
Left	Camelot and Georgia
Right	Georgia and Brown
	Aid Stations #3, Brown Ave at Waynesville Middle School (MM 5.3 )
Right	Brown & Boyd Avenue
Left	Boyd Avenue & Richland Street
Stay Right	Richland Street @ Killian Street
Left	Richland Street & Smathers Street (Turns into Sulphur Springs Road)
Left	Smathers Street & Elsynia Avenue
Left	Elsynia Avenue & Hazelwood Avenue

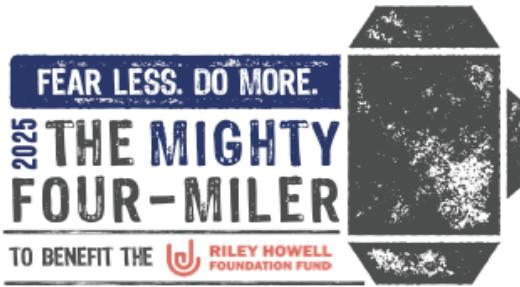
Left	Hazelwood Avenue & Brown Avenue
	Aid Stations #4, Brown Ave at Waynesville Middle School (MM 8.2)
Right	Brown Avenue & Boyd Avenue
Right	Boyd Avenue & Bryson Street
Left	Bryson Street & Joy Lane (Turns into S. Haywood Street)
Straight	S. Haywood Street & Church Street
Straight	S. Haywood Street & Miller Street
Left	S. Haywood Street & Depot Street
Left	Depot Street & Commerce Street
FINISH	Commerce Street - Going West

2026

**GATEWAY TO THE SMOKIES TEN-MILER AND MIGHTY 4-MILER**  
**TRAFFIC CONTROL AND VOLUNTEERS - V3**

Loc. #	Location Description	Race	Time	Direction	Volunteer's Name	Cell Number	Signage
	Start - Commerce Street	10 & 4	0730 & 0745				
1	Commerce St & Depot St	10 & 4	0715-1000	Outbound-Right; Inbound-Left	Vol		ROR
2	Depot Street & S. Haywood St	10 & 4	0715-1000	Outbound-Straight; Inbound-Left	PD Officer-Jump to Loc 1		ROR
3	Depot Street & Main Street	10 & 4	0715-0815	Left	PD Officer		
4	Main Street & Walnut Street	10 & 4	0715-0815	Straight	Vol		
5	Main Street & Howell Street	10 & 4	0715-0815	Right	Vol		
6	Howell Street & Wall Street	10 & 4	0715-0815	Right	Vol		ROR
	Wall Street @ alley to Wells Event Center	10 & 4	0715-0815	Stay Left			
7	Wall Street & East Street	10 & 4	0715-0830	Right	Vol		ROR
8	East Street & Main Street	10 & 4	0715-0830	Left	Blue vol		
9	South Main and Pigeon St (Follow ATV then moves to #2)	10 & 4	0715-0800	Straight	PD Officer		ROR
10	South Main and Academy	10 & 4	0715-0800	Straight			
11	South Main & Haywood Street	10 & 4	0715-0800	Straight			
12	South Main and Legion Street	10 & 4	0715-0800	Straight			
13	South Main and Hazelwood Ave	10 & 4	0715-0800	Straight			ROR
14	Main Street & Mississippi Avenue	10 & 4	0715-0815	4-Right	Blue vol		
15	Main Street & Country Club (cross S. Main to Virginia)	10	0715-0815	Left-Out; Straight-In	Blue vol+		ROR
16	Country Club & Ninevah	10	0715-0815	Left-Out; Left-In	Vol- ; PD officer		ROR
17	Country Club and Longview	10	0715-0815	Right			ROR
18	Longview and Willow	10	0715-0815	Right			
19	Willow and Playground	10	0730-0830	Left			
20	Willow and Camp Branch	10	0715-0815	Right			
21	Camp Branch and Browning	10	0715-0815	Right			
22	Browning and Chelsea	10	0715-0815	Right			
23	Chelsea and Ninevah	10	0715-0815	Right			
24	Ninivah and Country Club	10	0715-0815	Left	PD Officer		
25	Mississippi Avenue and Virginia Avenue	4	0730-0830	Right			
26	Virginia and Hazelwood	10 & 4	0730-0845	Left	Blue vol		
27	Hazelwood & Camelot	10 & 4	0730-0845	Right	Vol		ROR
28	Camelot & Georgia	10 & 4	0730-0845	Left			
29	Georgia & Brown	10 & 4	0730-0845	Right	Vol-		ROR
30	Brown & Boyd Avenue	10 & 4	0745-0915	Right	Blue vol		
31	Boyd Avenue & South Haywood Street	4	0745-0830	Left	Vol		
32	Boyd Avenue & Richland Street	10	0745-0915	Left	Vol		
33	Richland Street @ Killian Street	10	0745-0915	Stay Right			
	Richland Street & Miller Street (turns into Sulphur Springs Rd)	10	0745-0915	Left	Vol		ROR
34	Sulphur Springs & Elsynia Avenue	10	0745-0930	Left	Vol		
35	Elsynia Avenue & Hazelwood Avenue	10	0745-0930	Left	PD Officer		ROR
36	Hazelwood & Brown Avenue	10	0745-0930	Left	Vol		ROR
37	Boyd Avenue & Bryson Street	10	0745-0930	Right	Vol-		
38	Bryson St & Joy Lane (turns into S. Haywood St)	10	0800-0945	Left			ROR
39	S. Haywood St & Church Street	10 & 4	0800-1000	Straight			
40	S. Haywood St & Miller Street	10 & 4	0800-1000	Straight	Blue vol		

ORANGE SHADING INDICATES PUBLIC SAFETY OFFICER AT  
INTERSECTION



## 2026 MIGHT FOUR MILER TURN-BY-TURN DIRECTIONS

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



# Application for Special Events Permit

## I. General Information

EVENT NAME: MARTIN LUTHER KING JR

EVENT DATE(S): JANUARY 17, 18, 19 2016

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 Waynesville N.C.

IF THIS EVENT IS A PARADE OR ROAD RACE

Please provide a full route description and map

SET-UP TIME (START/END):

Haywood County Courthouse To The PCM CD

11 am

EVENT HOURS:

12 pm

DISMANTLE HOURS (START/END):

58

ESTIMATED ATTENDANCE:

Past Events

BASIS ON WHICH THIS ESTIMATE IS MADE:

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: M LK Jr Prayer Breakfast Committee

ARE YOU A NON PROFIT CORPORATION?  No  Yes

If yes,  
are you

501c(3)

501c(6)

Place of  
Worship

APPLICANT NAME: Rockey N. Tucker

TITLE: Committee Member

ADDRESS: 304 Church St

CITY: Waynesville STATE: NC ZIP: 28786

PHONE:

828-384-4430

FAX#:

EMAIL:

Tucker57@currently.com

ON-SITE CONTACT: Rockey N. Tucker

TITLE: Committee Member

ADDRESS: 304 Church Street

PHONE #: 828-384-4430

CELL PHONE #: 384-4430

EMAIL:

Tucker57@currently.com

**III. Brief Description of Event**

MARCH January 17 2026 from Haywood County  
Court house to Pigeon Street Community Center

**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**



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: \_\_\_\_\_ Number of Band(s): \_\_\_\_\_ Amplification? \_\_\_\_\_

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

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

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

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

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

Does the event involve the use of **pyrotechnics**? Explain \_\_\_\_\_

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

Will you require **electrical hookup** for the event? Generators? \_\_\_\_\_

Will you require **access to water** for the event? Explain \_\_\_\_\_

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

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

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

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

## VI. Additional Questions

How will parking be accommodated for this event? \_\_\_\_\_

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? \_\_\_\_\_

**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  
Telephone: (828) 456-3517  
Fax No. : (828) 456-2000  
Email Address: [bethgilmore@waynesvillenc.gov](mailto:bethgilmore@waynesvillenc.gov)  
[jfowler@waynesvillenc.gov](mailto:jfowler@waynesvillenc.gov)**

## VIII. Special Information for Applicants

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

### FOR INTERNAL USE ONLY:

Application received: \_\_\_\_\_

Application approved: \_\_\_\_\_

Application denied: \_\_\_\_\_



# Application for Special Events Permit

## I. General Information

EVENT NAME: Pride on Main

EVENT DATE(S): June 27<sup>th</sup>, 2026  
**Parade: Line up on Montgomery leading to depot. Right on Depot St. Right on Main St to Right on Church St to Right on Haywood to right on Depot St**

LOCATION **Vendors: Intersection of Wells event way and Wall St until intersection of Wall St and Pigeon**

IF THIS EVENT IS A PARADE OR ROAD RACE Parade: Route Attached

SET-UP TIME (START/END): 8am-11am

EVENT HOURS: 11am-4pm

DISMANTLE HOURS (START/END): 4pm-6pm

ESTIMATED ATTENDANCE: 1000

BASIS ON WHICH THIS ESTIMATE IS MADE: Last year attendance

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

## II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION  
NAME: Haywood Country Pride On Main

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

APPLICANT NAME: Dr Printer McIntosh TITLE: Founder

ADDRESS: 60 S Main St CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 412-735-4078 FAX#: \_\_\_\_\_ EMAIL: haycoprideonmain@gmail.com

ON-SITE CONTACT: Printer McIntosh TITLE: Founder

ADDRESS: 60 S Main St Waynesville, Nc 28786

PHONE #: 412-735-4078 CELL PHONE #: \_\_\_\_\_ EMAIL: haycoprideonmain@gmail.com

**III. Brief Description of Event**

**Family-friendly event celebrating LGBTQIA+ persons, their families and communities. Promoting joy and inclusion in the greater Haywood County area.**

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

1. Parade: Line up on Montgomery leading to depot. Right on Depot St. Right on Main St to Right on Church St to Right on Haywood to right on Depot St  
 Vendors: Intersection of Wells event way and Wall St until intersection of Wall St and Pigeon

2. Parade: Rolling closure for parade starting at 9am and ending at 11am

3. Festival: Full closure of Wall St from 7a-6pm

**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)

**Yes. Designated area on wall st in front of Boojum. Alcohol will only be sold by Boojum Brewery**

Does the event involve the **sale of food?** Yes \_\_\_\_\_  
 If "YES", has the health department been notified? \_\_\_\_\_ Have you applied for a temporary permit? \_\_\_\_\_

**Yes. Yes we have notified the health department as food trucks hold their own permit.**

Will there be **musical entertainment** at your event? IF "YES" provide the following information:  
 1-stage need  
 from town of  
 Number of      waynesville      Number of  
 Stages:      \_\_\_\_\_      Band(s):      3      Amplification?      \_\_\_\_\_  
 Yes Amplification  
 needed. Electric needs to  
 be unlocked, \_\_\_\_\_

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?** No \_\_\_\_\_  
  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: 80 Will any tent exceed 400 sq. feet in area?  NO  YES

Does the event involve the use of **pyrotechnics?** Explain \_\_\_\_\_  
  Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? \_\_\_\_\_

Will you require **electrical hookup** for the event? Generators? 0 \_\_\_\_\_

Will you require **access to water** for the event? Explain \_\_\_\_\_

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

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

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

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

## VI. Additional Questions

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

City Parking- including accessible spots near police building and in city lot on Montgomery

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?

City and volunteer clean-up crews

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

**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](mailto:bethgilmore@waynesvillenc.gov)  
[jfowler@waynesvillenc.gov](mailto:jfowler@waynesvillenc.gov)**

## VIII. Special Information for Applicants

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

## FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:

Heritage Kitchen

Parade

start

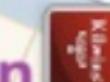
Lake and Awl Leather  
Made in North Carolina

Parade Exit

Staging

Suwana Asian Cuisine

Mast General Store Waynesville



Kilwins Ice Cream  
- Chocolate - Fudge  
Sweet Thanksgiving Gifts

Boojum Brewery  
Tavern

Beer Garden



The Scotsman  
Public House  
A Celtic  
Haven For All

Subway  
Cranberry Sauce  
& Stuffing

Venue

ch



S Main St

N Haywood St

N Main St

Welch St

aywood Rentals



The  
Hem

East St

Twins

Google Maps

**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: 13 Jan 2026**

**SUBJECT:** Life Saving Chiefs Award

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Department:** Parks & Recreation

**Contact:** Parks & Recreation

**Presenter:** David Adams, Luke Kinsland, Wes Woodbery

**BRIEF SUMMARY:** Chief Adams will be presenting the Life Saving Chief's Award to members of the Waynesville Recreation Center lifeguard staff (Cassie Todtenhagen, Claire Bishop, Kylie Wood, Michaela Staudinger, Addison Goodman). This recognition follows a recent serious accident that occurred on the pool deck, during which the lifeguards responded promptly, professionally, and in accordance with their training.

Their quick actions, teamwork, and accurate response were critical to the outcome of the incident and exemplify the high standard of safety and preparedness maintained at WRC. This presentation serves to formally acknowledge and thank the lifeguard staff for their efforts, dedication, and commitment to public safety.

**MOTIONS FOR CONSIDERATION:** None

**FUNDING SOURCE/IMPACT:** None

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** None

**TOWN OF WAYNESVILLE COUNCIL MEETING**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 13, 2026**

**SUBJECT:** Lt. Tamara Vander Day retirement and the granting of her duty weapon.

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Item Number:**

**Department:** Police

**Contact:** Chief David Adams

**Presenter:** **Chief David Adams**

**BRIEF SUMMARY:** Join us in honoring Lt. Tamara Vander Day for her dedicated 30 years of service to the Waynesville Police Department. I am requesting that the Town of Waynesville release and grant to Lt. Vander Day her duty weapon, which is a Glock 9mm Semi-Auto handgun serial # CBSM918.

**MOTION FOR CONSIDERATION:**

**ATTACHMENTS:**

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

---

Ian Barrett, Finance Director

Date

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR COUNCIL ACTION  
Meeting Date: January 13, 2026**

**SUBJECT:** Retirement of Telecommunicator Shelia Trull

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Item Number:**

**Department:** Police

**Contact:** Chief David Adams

**Presenter:** Chief David Adams

**BRIEF SUMMARY:**

Shelia Trull is retiring after 30 years of dedicated service to the Town of Waynesville.

**MOTION FOR CONSIDERATION:**

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

N/A

---

Ian Barrett, Finance Director

Date

**ATTACHMENTS:**

N/A

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: 13 Jan 2026**

**SUBJECT:** Lieutenant Promotional Ceremony

**AGENDA INFORMATION:**

**Agenda Location:**

**Item Number:**

**Department:** Fire

**Contact:** Fire

**Presenter:** Chris Mehaffey

**BRIEF SUMMARY:** Brief promotional ceremony for Jason Webb, Trey Silver, and Luke Palmer for their recent promotion to lieutenant.

**MOTIONS FOR CONSIDERATION:** None

**FUNDING SOURCE/IMPACT:** None

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** Recommend approval

**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: 1/13/2026**

**SUBJECT:** Basecamp Afterschool & Summer Program Update Presentation

**AGENDA INFORMATION:**

**Agenda Location: Presentation**

**Item Number:**

**Department:** Recreation

**Contact:** Cameron Kanetzke

**Presenter:** Cameron Kanetzke

**BRIEF SUMMARY:**

Cameron Kanetzke and Allison Fuller will present a comprehensive update on the Basecamp afterschool and summer programs. The presentation includes data on increased attendance, expansion to seven Haywood County schools, successful community partnerships through “Basecamp on the Go,” and outcomes from special events and school-out programming. Staff will recap the 2024 Summer Camp season, which generated more than \$115,000 in revenue while serving 85–105 children weekly with minimal complaints. The presentation also outlines ongoing challenges related to van reliability and safety, along with a proposed fee schedule adjustment modeled after the existing afterschool rate structure. This presentation is informational only.

**MOTION FOR CONSIDERATION:**

Accept the presentation.

**FUNDING SOURCE/IMPACT:** n/a

**ATTACHMENTS:** presentation

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** See above



# BASE CAMP

PRESENTATION BY  
CAMERON KANETZKE &  
ALLISON FULLER

# DISCUSSION POINTS

- Afterschool Program Growth
- Basecamp on the Go & Events
- Summer Program Successes
- Van Reliability and Safety Moving Forward
- Fee Schedule Adjustment



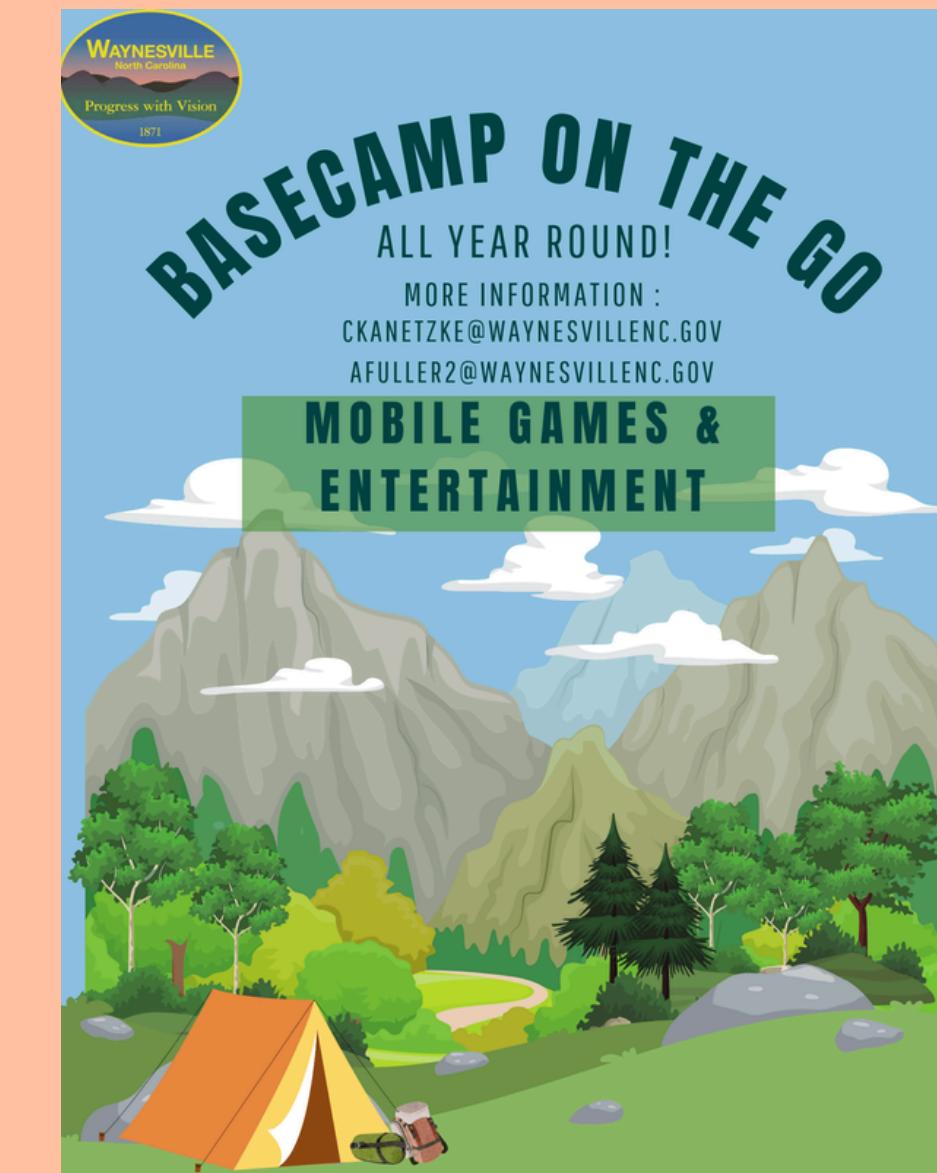
# AFTERSCHOOL PROGRAM

- Increase in daily and weekly attendances
- “Scorecard” numbers increased drastically
- Now serving 7 Haywood County Schools



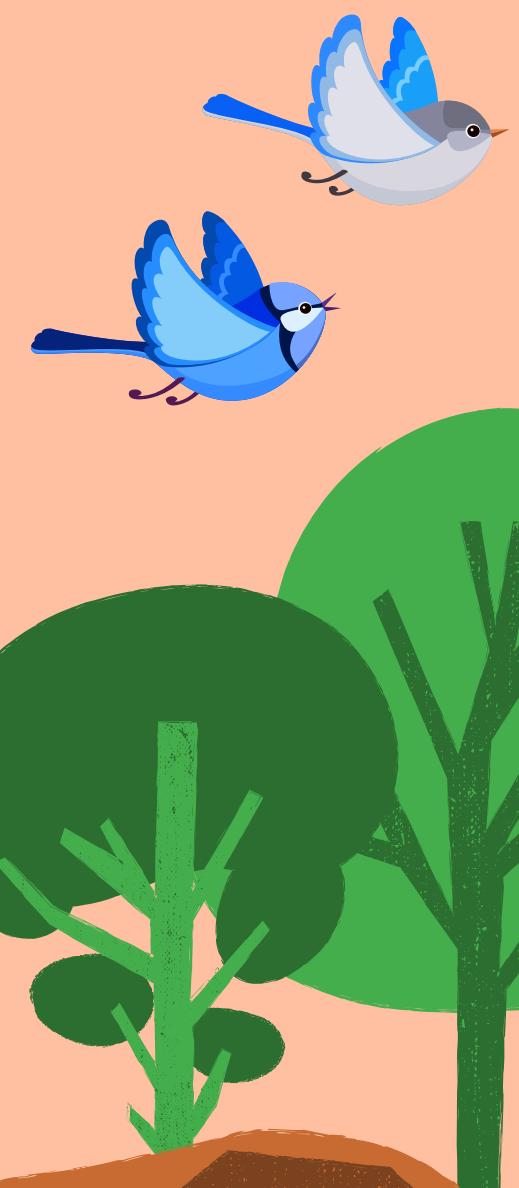
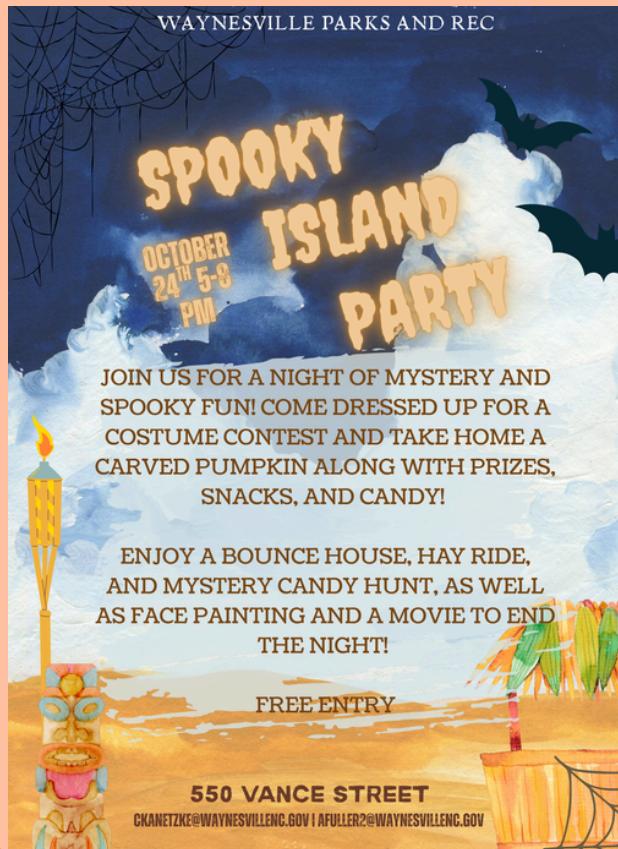
# BASECAMP ON THE GO

- Partnering with Non-Profits, Haywood County School Systems, and Churches
- Notable: Haywood County TDA, Special Olympics, Public Safety Day, and Roll & Reed



# EVENTS AND MORE

- School Out Camps, Snow Day Camps, PNO, and Holiday Camps!



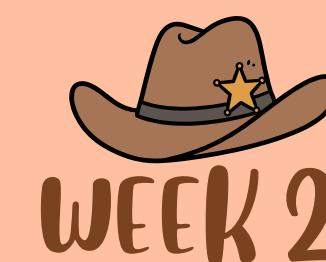
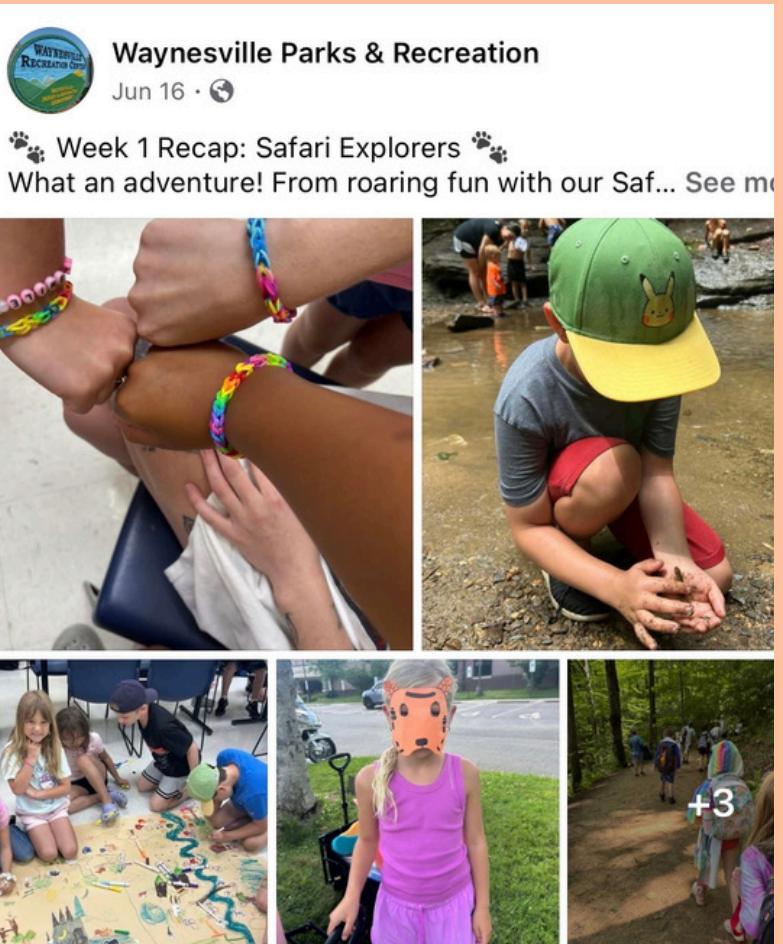
# SUMMER CAMP SUCCESSES

- Over \$115,000 earned in revenue
- 85-105 children a week | 16 camp counselors
- 1 complaint the **ENTIRE** summer
- Sponsorship of Broyhill Children for two weeks

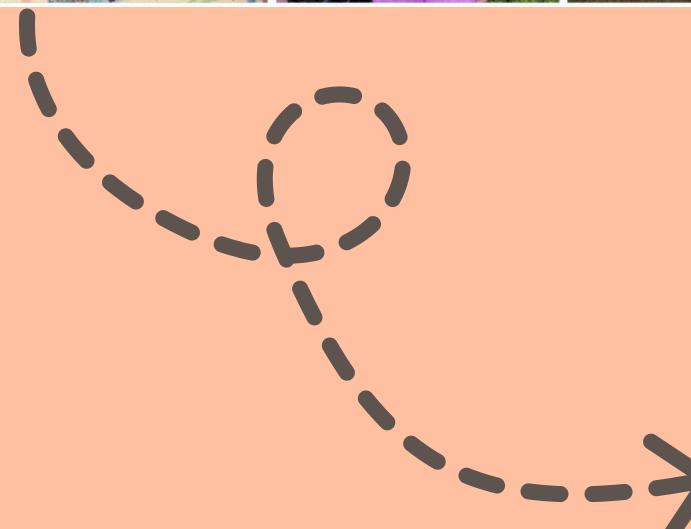




# WEEK 1



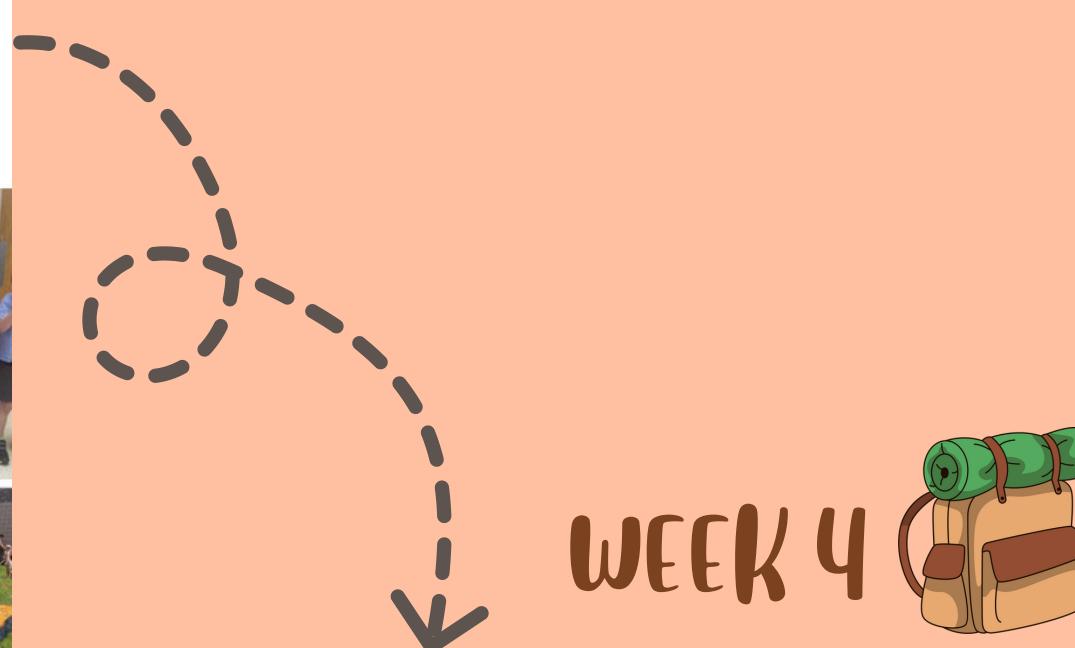
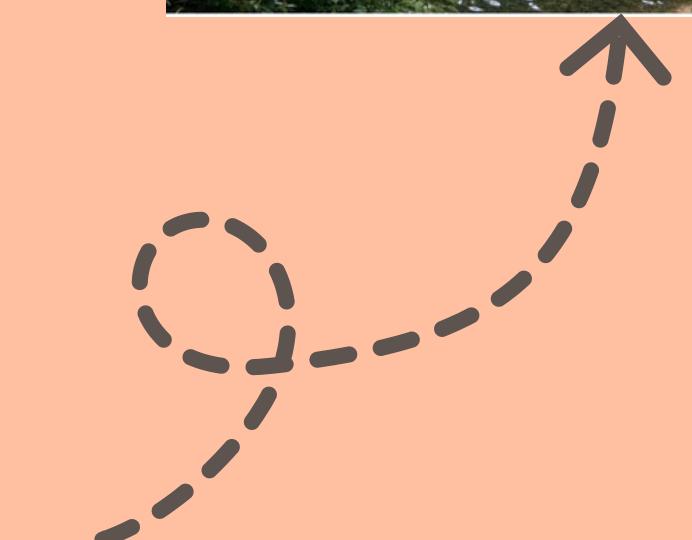
# WEEK 2



# RECAP PART 1

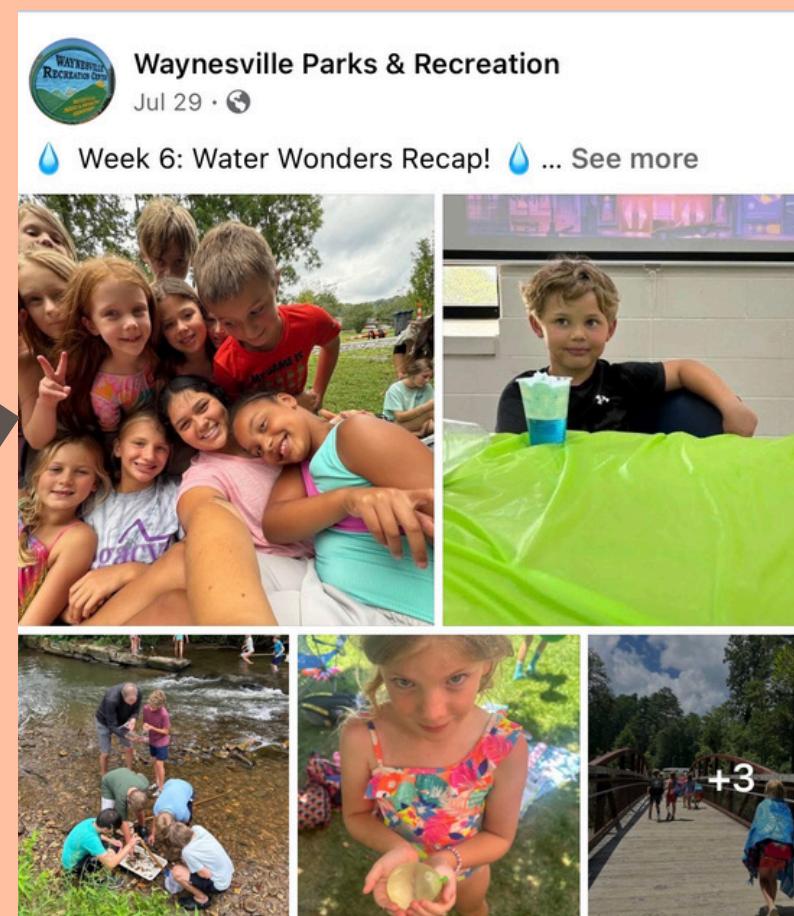


# WEEK 3





# RECAP PART 2



# VAN RELIABILITY AND SAFETY



# Fee Schedule ADJUSTMENT

- Similar to the afterschool model for affordability
- Resident and Non-Resident **STILL** apply
- Cost-comparison to competing camps
- Financial goal surpassed and **MORE**

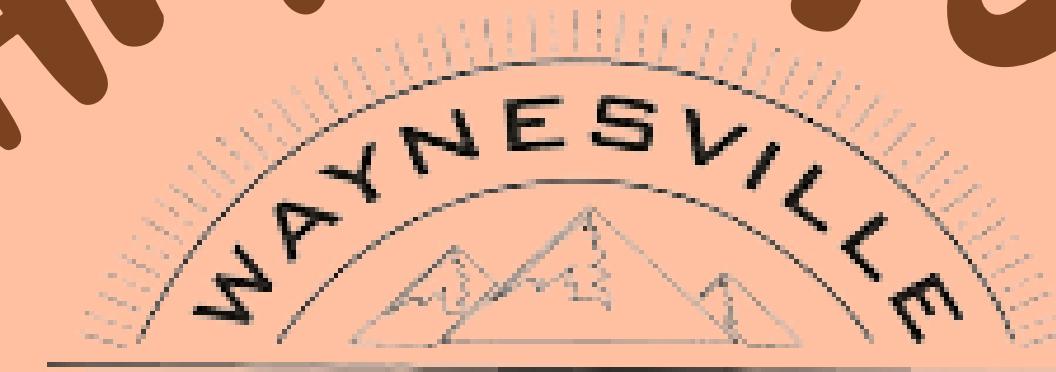


# Q & A

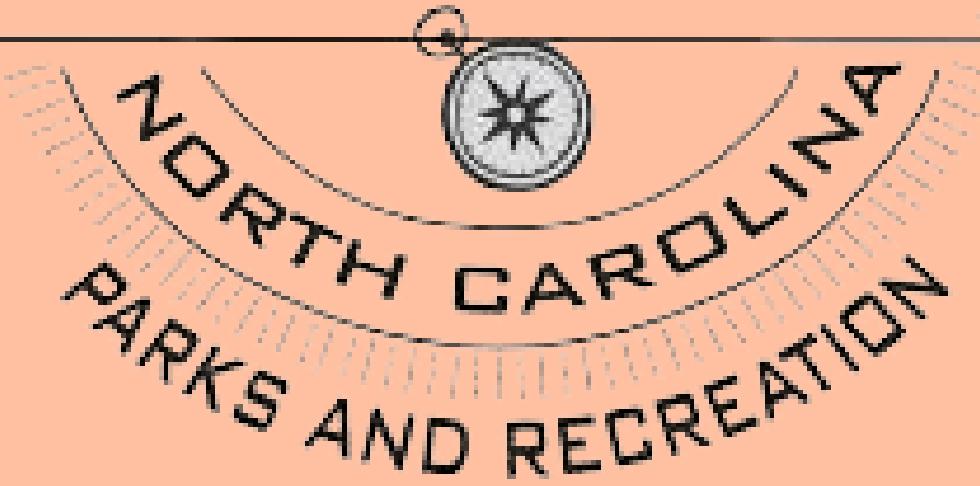
Do you have any questions or comments?



# THANK YOU!!



## Base Camp



**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: 1/13/2026**

**SUBJECT:** Dogwood Health Trust Grant Presentation

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Item Number:**

**Department:** Admin

**Contact:** Rob Hites, Town Manager

**Presenter:** William Hite, Environmental Sustainability Board Chair

**BRIEF SUMMARY:**

The Town of Waynesville has been awarded a \$487,532.40 grant from Dogwood Health Trust to launch the *Waynesville Command Center Collaborative Initiative*, aimed at enhancing the region's emergency response capabilities. The grant will fund the installation of a solar/battery backup system at the Public Works building located at 129 Legion Drive, ensuring a reliable emergency operations base for Waynesville and Haywood County. This system will help coordinate disaster recovery efforts and restore essential utilities, especially during weather-related crises, by reducing dependence on the main electric grid.

**MOTION FOR CONSIDERATION:**

N/A

**FUNDING SOURCE/IMPACT:** n/a

**ATTACHMENTS:** Press Release

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** See above

## **Town of Waynesville Receives \$487,532 Grant from Dogwood Health Trust for Emergency Response Initiative**

WAYNESVILLE, NC – The Town of Waynesville has been awarded a \$487,532.40 grant from Dogwood Health Trust to launch the *Waynesville Command Center Collaborative Initiative*, aimed at enhancing the region's emergency response capabilities.

### **Project Overview:**

The grant will fund the installation of a solar/battery backup system at the Public Works building located at 129 Legion Drive, ensuring a reliable emergency operations base for Waynesville and Haywood County. This system will help coordinate disaster recovery efforts and restore essential utilities, especially during weather-related crises, by reducing dependence on the main electric grid.

### **Impact:**

This initiative will provide both Waynesville and Haywood County with a resilient emergency operations base, aligning with Dogwood Health Trust's focus on Health & Wellness in Western North Carolina. The Town will partner with Liminal Collaboration to develop success indicators and strategies for disaster response.

### **Timeline:**

The agreement, finalized in December 2025, will see funds disbursed within 30 days. Work will begin immediately, with solar/battery system installation scheduled for Spring/Summer 2026, and progress reports set for 2026-2027.

The Town of Waynesville is grateful for Dogwood Health Trust's support and looks forward to a successful and impactful project.

### **About the Town of Waynesville:**

Waynesville is dedicated to delivering high-quality municipal services and ensuring the safety and well-being of its citizens.

### **About Dogwood Health Trust:**

Dogwood Health Trust is a private foundation based in Asheville, North Carolina with the sole purpose of dramatically improving the health and wellbeing of all people and communities of 18 counties and the Qualla Boundary in Western North Carolina. Dogwood Health Trust focuses on innovative and equitable ways to address the many factors that contribute to overall health and wellbeing. With a focus on housing, education, economic opportunity and health and wellness, Dogwood Health Trust works to create a Western North Carolina where every generation can live, learn, earn and thrive, with dignity and opportunity for all, no exceptions. To learn more, please visit [www.dht.org](http://www.dht.org).

**TOWN OF WAYNESVILLE COUNCIL MEETING**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: 1.13.2026**

**SUBJECT:** Addition of part-time positions for Water Treatment and Waste Treatment Plants to support 24/7 operations.

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Public Works

**Contact:** Laura Yonkers

**Presenter:** **Laura Yonkers**

**BRIEF SUMMARY:** The town of Waynesville's public works department is requesting approval to add part-time positions at both the water treatment and wastewater treatment plants to assist in maintaining the required 24/7 operational coverage. The town has recently experienced an increase in new employees at both facilities. While these new employees are actively working towards the necessary state licensure, they are not yet licensed to operate the plants independently.

Obtaining proper licensure in North Carolina typically takes 6 to 9 months, depending on testing schedules and experience requirements. Additional license staff coverage is necessary to ensure continuous, safe, and compliant plant operations. The proposed part-time positions would provide supplemental coverage by license operators, reduce overtime demands on existing staff, and help to ensure Regulatory Compliance during this transition.

**MOTION FOR CONSIDERATION:** Approve the addition of part-time operator positions for both the water treatment and wastewater treatment plants.

**FUNDING SOURCE/IMPACT:** Funding for the proposed part-time positions will be provided through existing Enterprise funds. The anticipated cost is expected to be offset by a reduction in overtime expenses and will not require an increase in current rates or additional budget appropriations.

1.05.26

---

Ian Barrett, Finance Director

Date

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

Grade	Class Title	FLSA Status	Class Min	Class Mkt	Class Max			
53	CUSTODIAN MAINTENANCE TECHNICIAN METER READER LIFEGUARD	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 31,818.79	\$ 41,364.44	\$ 50,910.09	1.01%	1.01%	1.01%
54	ADMIN ASSISTANT/PUBLIC WORKS COORDINATOR CUSTOMER SERVICE REP LAB ANALYST LEAD METER READER	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 32,932.45	\$ 42,812.19	\$ 52,691.92	1.01%	1.01%	1.01%
55	HEAD LIFEGUARD SENIOR CUSTOMER SERVICE REP TREATMENT PLANT OPERATOR UTILITY MAINTENANCE SPECIALIST	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 34,085.09	\$ 44,031.11	\$ 54,536.15	1.01%	1.01%	1.01%
56	ACCOUNTING SPECIALIST CEMETERY SERVICES SPECIALIST FLEET TECHNICIAN MAINTENANCE & GROUNDS TECHNICIAN PARKS & RECREATIONS CREW LEADER RECEIVING & PURCHASING SPECIALIST UTILITY LOCATOR METER TECHNICIAN	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 35,278.07	\$ 45,861.49	\$ 56,444.91	1.01%	1.01%	1.01%
57	HORTICULTURE SPECIALIST PROGRAM SPECIALIST	NON-EXEMPT NON-EXEMPT	\$ 36,540.76	\$ 47,466.65	\$ 58,420.49	1.01%	1.01%	1.01%
58	CEMETERY CREW LEADER CODE ENFORCEMENT OFFICER FIRE FIGHTER (HOURLY) OUTSIDE FACILITIES CREW LEADER	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 37,790.76	\$ 49,127.98	\$ 60,465.21	1.01%	1.01%	1.01%
59	ADVANCED TREATMENT PLANT OPERATOR GROUNDSMAN	NON-EXEMPT NON-EXEMPT	\$ 39,113.43	\$ 50,899.22	\$ 62,581.50	1.01%	1.01%	1.01%
60	BUYER EQUIPMENT OPERATOR	NON-EXEMPT NON-EXEMPT	\$ 40,482.41	\$ 52,627.12	\$ 64,771.85	1.01%	1.01%	1.01%
61	EQUIPMENT MECHANIC FIRE ENGINEER (HOURLY) PUBLIC FACILITIES MAINT. TECHNICIAN PAYROLL SPECIALIST SENIOR ADMINISTRATIVE ASSISTANT	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 41,899.29	\$ 54,469.07	\$ 67,038.86	1.01%	1.01%	1.01%
62	DOWNTOWN WAYNESVILLE DIRECTOR WATERSHED ATTENDANT SENIOR PLANT OPERATOR STREETS & SANITATION CREW LEADER STORMWATER MANAGEMENT COORDINATOR	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 43,373.46	\$ 56,375.49	\$ 69,385.23	1.01%	1.01%	1.01%
63	ELECTRIC LINE TECHNICIAN 1 PARKS & RECREATION FACILITIES MGR PUMP MAINTENANCE MECHANIC SENIOR CODE ENFORCEMENT OFFICER TAX ANALYST UTILITY BILLING SPECIALIST WATER MAINTENANCE CREW LEADER	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 44,883.56	\$ 58,348.64	\$ 71,813.71	1.01%	1.01%	1.01%
64	ATHLETIC PROGRAMS SUPERVISOR PARKS & RECREATION PROGRAM SUPERVISOR	EXEMPT EXEMPT	\$ 46,454.49	\$ 60,390.83	\$ 74,327.18	1.01%	1.01%	1.01%
65	PURCHASING SUPERVISOR GRANTS MANAGER	EXEMPT EXEMPT	\$ 48,080.39	\$ 62,504.52	\$ 76,928.64	1.01%	1.01%	1.01%
11.18.25	FIRE LIEUTENANT (HOURLY)	NON-EXEMPT	\$ 22.01					
66	AQUATICS RECREATION SUPERVISOR ELECTRIC LINE TECHNICIAN 2 FIRE CAPTAIN (HOURLY) FITNESS SUPERVISOR SENIOR PUMP MECHANIC	EXEMPT NON-EXEMPT NON-EXEMPT EXEMPT NON-EXEMPT	\$ 49,763.21	\$ 64,692.18	\$ 79,621.14	1.01%	1.01%	1.01%
67	CHIEF TREATMENT PLANT OPERATOR FIRE MARSHALL PLANNER	EXEMPT EXEMPT EXEMPT	\$ 51,504.92	\$ 66,956.39	\$ 82,407.88	1.01%	1.01%	1.01%
68	ADMINISTRATIVE SUPERVISOR LAB SUPERVISOR BILLING & COLLECTIONS SUPERVISOR	EXEMPT EXEMPT EXEMPT	\$ 53,307.59	\$ 69,299.89	\$ 85,292.17	1.01%	1.01%	1.01%
69	CODES ADMINISTRATOR ELECTRIC LINE TECH III FLEET SUPERVISOR PUBLIC FACILITIES SUPERVISOR ELECTRIC DISTRIBUTION SUPERVISOR	NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT NON-EXEMPT	\$ 55,173.36	\$ 71,725.37	\$ 88,277.38	1.01%	1.01%	1.01%

	WATER TREATMENT SUPERVISOR STREET SUPERVISOR	NON-EXEMPT NON-EXEMPT					
70	ASSET SERVICES MANAGER (NOT IN USE) HUMAN RESOURCES COORDINATOR ASSISTANT TO THE MGR/TOWN CLERK/ PIO LAND USE ADMINISTRATOR	EXEMPT EXEMPT EXEMPT EXEMPT	\$ 57,104.42	\$ 74,235.77	\$ 91,367.08	1.01%	1.01% 1.01%
71	DIST./COLLECTION SUPERINTENDENT STREETS & SANITATION SUPERINTENDENT PUBLIC WORKS SUPERINTENDENT	EXEMPT EXEMPT EXEMPT	\$ 58,573.66	\$ 76,156.01	\$ 93,854.85	1.01%	1.01% 1.01%
72	ASSISTANT ELECTRIC DISTRIBUTION SUPERINTENDENT ASSISTANT FINANCE DIRECTOR ASSISTANT DEVELOPMENT SERVICES DIRECTOR ASSISTANT FIRE CHIEF	EXEMPT EXEMPT EXEMPT EXEMPT	\$ 61,171.68	\$ 79,523.20	\$ 97,874.69	1.01%	1.01% 1.01%
73	ELECTRIC DISTRIBUTION SUPERINTENDENT DEPUTY DIRECTOR PUBLIC WORKS OPERATIONS TREATMENT PLANT SUPERINTENDENT DEPUTY DIRECTOR PUBLIC WORKS ADMIN	EXEMPT EXEMPT EXEMPT EXEMPT	\$ 63,312.69	\$ 82,306.51	\$ 101,297.27	1.01%	1.01% 1.01%
DH'S	DEPUTY TOWN MANAGER DEVELOPMENT SERVICES DIRECTOR FINANCE DIRECTOR FIRE CHIEF PARKS & RECREATION DIRECTOR POLICE CHIEF PUBLIC SERVICES DIRECTOR HR DIRECTOR	EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT	\$ 64,624.45	\$ 88,320.08	\$ 112,015.71	1.01%	1.01% 1.01%
**	TOWN MANAGER	EXEMPT					

\*\*Hired by Board Under Contract

POLICE DEPARTMENT	STARTING		
Evidence Tech.	NON-EXEMPT \$37,697.59		1.01%
Records Tech.	NON-EXEMPT \$37,697.59		1.01%
Officer I	NON-EXEMPT \$47,470.00		1.01%
Officer II	NON-EXEMPT \$49,843.50		1.01%
Officer III	NON-EXEMPT \$52,335.66		1.01%
Senior Officer I	NON-EXEMPT \$54,951.99		1.01%
Senior Officer II	NON-EXEMPT \$57,700.08		1.01%
Senior Officer III	NON-EXEMPT \$60,585.06		1.01%
Master Officer I	NON-EXEMPT \$63,614.31		1.01%
Master Officer II	NON-EXEMPT \$66,795.05		1.01%
Master Officer III	NON-EXEMPT \$70,134.79		1.01%
Sergeant	NON-EXEMPT \$73,641.53		1.01%
Senior Sergeant	NON-EXEMPT \$77,323.61		1.01%
Lieutenant	EXEMPT \$81,189.79		1.01%
Senior Lieutenant	EXEMPT \$85,249.28		1.01%
Assistant Police Chief	EXEMPT \$89,511.76		1.01%

	BASE (1716 HRS ANN) W/ OT (468 HRS ANN)	HOURLY RATE FOR BASE		HR OT RATE
Dispatcher I	NON-EXEMPT \$27,938.54	\$39,367.94	\$16.28	1.01% 1.01% 1.01% \$24.42
Dispatcher II	NON-EXEMPT \$29,342.40	\$41,346.11	\$17.10	1.01% 1.01% 1.01% \$25.65
Dispatcher III	NON-EXEMPT \$30,815.58	\$43,421.96	\$17.96	1.01% 1.01% 1.01% \$26.94
Senior Dispatcher I	NON-EXEMPT \$32,358.10	\$45,595.50	\$18.86	1.01% 1.01% 1.01% \$28.29
Senior Dispatcher II	NON-EXEMPT \$33,976.80	\$47,876.40	\$19.80	1.01% 1.01% 1.01% \$29.70
Senior Dispatcher III	NON-EXEMPT \$35,613.05	\$50,182.03	\$20.75	1.01% 1.01% 1.01% \$31.13
Master Dispatcher I	NON-EXEMPT \$37,335.65	\$52,609.32	\$21.76	1.01% 1.01% 1.01% \$32.64
Master Dispatcher II	NON-EXEMPT \$39,141.57	\$55,154.03	\$22.81	1.01% 1.01% 1.01% \$34.21
Communications Supervisor	NON-EXEMPT \$41,509.64	\$58,490.85	\$24.19	#DIV/0! #DIV/0! #DIV/0! \$36.28

RETIREES RETURNING TO WORK PT (LEO)	MIN	Outgoing Rate	MAX	\$27.00/HR
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\*The 5% salary increase which accompanies the successful completion of an employee's 6-month probationary period is factored into the pay scale of the Police Department located above, and so Police Department employees are not eligible for a 5% increase following the successful completion of their 6-month probationary period.

PART-TIME CLASS TITLES	FLSA STATUS	DEPT	MIN	MAX
FIRE FIGHTER - PT	NON-EXEMPT	FIRE	\$15.50 / hr	\$17.50 / hr
CHILD CARE AID	NON-EXEMPT	PARKS & REC	\$13.00 / hr	\$15.00 / hr
CUSTOMER SERVICE REP - PT	NON-EXEMPT		\$13.00 / hr	\$15.00 / hr
FITNESS INSTRUCTOR	NON-EXEMPT		\$17.00 / hr	\$22.00 / hr
PROPOSED TREATMENT PLANT OPERATOR	NON-EXEMPT	PUB WKS	\$17.00 / hr	\$22.00 / hr

LIFEGUARD - PT	NON-EXEMPT		\$14.00 / hr	\$16.00 / hr
MAINTENANCE WORKER - PT	NON-EXEMPT		\$13.00 / hr	\$15.00 / hr
RECREATION AID - (Fitness)	NON-EXEMPT		\$11.50 / hr	\$13.50 / hr
PROGRAM AID	NON-EXEMPT		\$14.00 / hr	\$15.00 / hr
REFEREE	NON-EXEMPT		\$17.00 / hr	\$17.00 / hr
SCOREKEEPER	NON-EXEMPT		\$10.50 / hr	\$10.50 / hr
SUMMER CAMP ASSISTANT	NON-EXEMPT		\$14.00 / hr	\$15.00 / hr
LEAD SUMMER CAMP ASSISTANT	NON-EXEMPT		\$15.00 / hr	\$16.00 / hr
UMPIRE	NON-EXEMPT		\$20.00 / hr	\$20.00 / hr
<hr/>				
CROSSING GUARD	NON-EXEMPT	POLICE	\$11.00 / hr	\$13.00 / hr
TELECOMMUNICATOR - PT	NON-EXEMPT		\$15.00 / hr	\$16.00 / hr
POLICE OFFICER - PT	NON-EXEMPT		\$17.00 / hr	\$18.25 / hr
SOCIAL WORKER - PT	NON-EXEMPT		\$20.00 / hr	\$20.00 / hr
RECORDS CLERK - PT	NON-EXEMPT		\$14.00/hr	\$17.00/hr
<hr/>				
MAINTENANCE WORKER-SEASONAL	NON-EXEMPT	PUBLIC SVCS	\$13.00 / hr	\$14.00 / hr
<hr/>				
COLLECTIONS CLERK	NON-EXEMPT	FINANCE	\$14.00 / hr	\$17.00 / hr
<hr/>				
MARKETING & OUTREACH COORDINATOR	NON-EXEMPT	DWC	\$15.00 / hr	\$17.00/hr
<hr/>				
ALL DEPTS				
INTERN**	NON-EXEMPT		\$12.00 / hr	\$22.00 / hr
RETIREES RETURNING TO WORK PT (NON LEO)***	NON-EXEMPT		No Min	Outgoing Rate or \$25.00 / hr, whichever is lower
<hr/>				

Part-time & seasonal employees may receive \$0.25/hr. additional wage adjustment for each year of consecutive employment in the same position up to the maximum for the class, except where the minimum and maximum are fixed at the same rate.

\*Fitness Instructors shall be paid \$17/hr. with the Town paying for certifications, or they may be paid up to \$22 / hr. upon recommendation by DD if they pay for their own certifications.

\*\*The hiring of interns, and rate at which they are hired, requires prior approval of the Town Manager

\*\*\*The hiring of retirees to provide part-time or occasional assistance, and the rate at which they are re-hired, requires prior approval of the Town Manager

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR BOARD ACTION  
Meeting Date: 01.13.26**

**SUBJECT:** Contractor Approval for Public Works Bank Stabilization Project

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Public Works

**Contact:** Hutch Reece

**Presenter:** Hutch Reece

**BRIEF SUMMARY:**

Rhino Design Build LLC has been selected to perform the Public Works Bank Stabilization Project, which is necessary to address erosion and structural degradation resulting from the impacts of Hurricane Helene. The project area directly affects residential properties adjacent to the Public Works Complex and requires careful execution to protect public infrastructure, neighboring properties, and environmental resources.

While Rhino Design Build LLC was not the lowest bidder, the firm achieved the highest overall score through the Town's established evaluation process. The selection was based on a comprehensive assessment of qualifications, relevant experience, project approach, schedule, and demonstrated ability to complete the work safely and effectively under site-specific constraints. This approach ensures the best overall value to the Town and minimizes risk associated with construction in a sensitive, residentially adjacent area.

**MOTION FOR CONSIDERATION:**

1. Approve the award of the Public Works Bank Stabilization Project to Rhino Design Build LLC.
2. Authorize initiation of the project during the third quarter of Fiscal Year 2026 (FY26).

**FUNDING SOURCE/IMPACT:** FEMA Recovery Funds

**ATTACHMENTS:**

FRS Quote

Geo Specialties Quote

Rhino Design Quote

Project RFP

Scoring Matrix

RFP Compliance Review and Proposal Analysis

**MANAGER'S COMMENTS:**



2008 Gateway Blvd.  
Charlotte, NC 28208  
Telephone: 704/545-0206  
Facsimile: 704/545-3354  
[www.foundationrepairservices.com](http://www.foundationrepairservices.com)

11/12/2025

Town of Waynesville  
Attn: Sabrina Love  
129 Legion Drive  
Waynesville NC 28786

828-456-3706  
Sent via email: [slove@waynesvillenc.gov](mailto:slove@waynesvillenc.gov)

Re: Design/Build Soil Nail Wall for Slope Stabilization at Waynesville Public Works Facility at:  
129 Legion Drive Waynesville NC

Basis of Proposal

Foundation Repair Services, Inc. (FRS) is pleased to provide this design/build proposal for the installation of a 5,250sqft of soil nail wall at the project referenced above. The following design/build proposal is based on the information contained in the "Request for Proposals for Slope Stabilization Project at 129 Legion Drive" by Town of Waynesville, and the existing conditions observed during FRS' site visit(s). **In the absence of geotechnical soils reporting, FRS provides the following pricing upon reasonable assumptions of soil conditions and soil nail lengths; all engineering design and specifications OTHER THAN those in the Request for Proposals, are T.B.D.**

5,250sqft Soil Nail and Shotcrete Wall:

**Soil Nail Wall Bid Per Plans: \$604,873.00**

Payment Terms:

T.B.D. Upon review and prior to contract execution.

This Pricing is current as of 11/12/2025, expiring in 30 days.

Notes and exclusions:

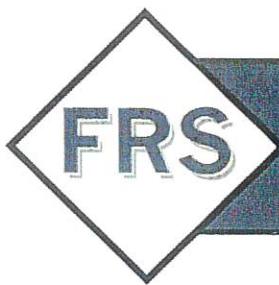
- Required engineering for in-progress construction and/or sealed design plan(s) preparation is included in pricing above. An allowance of \$30,000 is included for engineering services fees. Engineer's site visits and inspection and review of verification test results, review of soil nail installation, inspection of steel reinforcement, etc., and closeout documentation, etc., shall all accumulate against the allowance amount; engineering expenses, if any, beyond the allowance amount, are billable to Owner by FRS.
- **FRS includes (2) sacrificial verification test nail and testing.**
- City of Waynesville permitting is included by FRS.



**FOUNDATION  
REPAIR  
SERVICES, INC.**

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- Surveying is not included. If required, all surveying, property lines, benchmarks, face of wall set-backs, wall corners, batter boards, control points, etc., are by Owner's surveyor.
- FRS includes the following excavation activities: Trimming and plumb-cutting soils the bottom ~ 4' of the slope face at bottom of wall(s); and trenching-in ditching at bottom of wall(s) for as uniform-level BOW as possible. FRS does NOT include excavation or trimming/shaping of the existing slope face; otherwise, the SNW shall be installed directly onto the variously featured slope face. Rock excavation is not included and is additional if required.
- Erosion control/containment and components, i.e., silt fencing, wattles, dewatering/filter bags, etc., and installation thereof by FRS, if any required, are T.B.D. and NOT included in pricing and are additional if necessary.
- Removal of trees and/or vegetation on the subject slope(s) is NOT included and is additional scope of work and pricing if required.
- FRS assumes the removal and/or hauling (if any) of excavated drilling spoils is by GC/Grading contractor.
- Soil nails shall consist of epoxy coated Williams #8 grade 75 solid bar drilled and grouted into 4"Ø nominal and/or 5"Ø holes drilled with compressed air and DTH hammer/bit.
- (257) Production nails at 20' long each, and (2) 20' long sacrificial verification test nails are included for a cumulative 5,140 total linear feet of drilled and grouted soil nails provided in above pricing. **If proof testing results dictate a redesign addendum requiring additional nails and/or nail length then additional nails/length will be provided at \$50.75 per linear foot for #8 Wms nails.**
- Grout volume is estimated to require **1,030** cubic feet which is included in above pricing.
- Additional grout (if necessary) will be installed at \$34.00 per cubic foot; conditions that can contribute to the need of additional grout include geologic voids, manmade voids, porous fills, underground waterways, etc.
- Grout modifiers such as Specrete Intrusion Aid are NOT included and are additional if required.
- Soil nail drilling equipment provided by FRS includes a 14,000LB excavator fitted w/ a Rineer rotary drill and 13' mast and/or TEI 260 percussion drifter drill.
- (2) sacrificial verification test soil nails and testing **are** included in above pricing. Additional verification test soil nails and testing (if required by engineer and/or Owner) shall be installed/Performed at an additional cost of \$6,350.00 per test nail.
- Proof tests of production nails are NOT included in pricing. Proof tests, if required shall be performed at \$3,150.00 per test.
- Theoretical shotcrete volume included for an 8" minimum wall thickness is 175 cubic yards. Additional shotcrete, if necessary, for void filling and/or over excavation of slope, if required, will be installed at \$510.00 per cubic yard.
- Shotcrete wall shall be installed over the existing texture of the slope surface.
- Owner shall provide on-site access to potable water source.
- Location of utilities is by NC 811. Additional private utilities location is not included and is additional if required.
- If necessary, during any of the operations described above, the rerouting, disconnection, reconnection, or removal of utilities, i.e., plumbing, electricity, gas lines, etc., is not included and where necessary shall be performed by GC's qualified technician.
- Owner shall provide onsite parking space for (1) FRS crew truck and (1) 8'x16' Storage container, and materials laydown area.
- Expenses (if any) associated with independent testing agencies or third-party private quality control agents are not included and are by /Owner/GC, if required.



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REPAIR  
SERVICES, INC.**

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- Provisions for performance and/or payment bonding, and/or retainage are NOT included and are additional if required.

Authorized by:

Brian Cartee

11/12/2025

Accepted by:

\_\_\_\_\_  
Brian Cartee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



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[www.foundationrepairservices.com](http://www.foundationrepairservices.com)

November 10, 2025

Attn: Town of Waynesville, Public Works Dept.

**Firm Information:**

Foundation Repair Services, LLC      NC License #61689  
2008 Gateway Blvd.  
Charlotte, NC 28208  
President: Brandon Cartee

**Experience:**

Foundation Repair Services has been involved in installing soil-nail/shotcrete walls for the last fifteen years. Over the years we have done both residential to commercial projects of all sizes.

**References:**

Dean & Associates Inc. 6130 Asheville Hwy, Pisgah Forest, NC 28768 Attn: Chris Sluder 828-862-3326	Dion Joannon 88 Bens Cove Rd. Candler, NC 28715 954-557-4277
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Brock Builders  
130 Ashwood Rd.  
Hendersonville, NC 28791  
Attn: Chris Brock 828-610-5516

**Litigation History:**

FRS has no history of litigation associated with project performance or professional liability.

To the best of my knowledge all the information provided in this document is true and under penalties of perjury.



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Thank you,

*Brian Cartee*

Foundation Repair Services, Inc.  
2702 Spartanburg Hwy  
East Flat Rock, NC 28726

828-551-0388 Mobile  
828-274-2101 Asheville  
704-545-0206 Charlotte  
[brian.cartee@foundationrepairservices.com](mailto:brian.cartee@foundationrepairservices.com)



FOUNREP-01

TBEAVER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hood Hargett & Associates, Inc., A Division of Patriot Growth Insurance Services, LLC PO Box 30127 Charlotte, NC 28230	CONTACT NAME: Amy Riffe	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS: amy@hoodhargett.com	INSURER(S) AFFORDING COVERAGE
	INSURER A: Frankenmuth Mutual Insurance Company	NAIC # 13986
INSURED		
Foundation Repair Services, Inc. 2008 Gateway Blvd. Charlotte, NC 28208		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGEs		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LNB	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  X CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6631513	8/2/2025	8/2/2026	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 500,000
A	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6631512	8/2/2025	8/2/2026	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
A	UMBRELLA LIAB  X OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6631513	8/2/2025	8/2/2026	BODILY INJURY (Per accident)	\$
	PROPERTY DAMAGE (Per accident)						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6636148	8/2/2025	8/2/2026	X PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
A	Leased/Rented Equip			6631513	8/2/2025	8/2/2026	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

November 12, 2025

Town of Waynesville  
Attn: Sebrina Love, Purchasing Supervisor  
129 Legion Drive  
Waynesville, NC 28786

**Subject: Proposal for Slope Mitigation at 129 Legion Drive, Waynesville, NC**

To Whom It May Concern:

GeoSpecialties is pleased to offer this Proposal for the above-referenced project. This proposal is exclusively for the Town of Waynesville, NC, herein known as the "Owner," to consider. The site is located at LAT: 35.482 LONG: -82.988.

## I. Proposed Scope of Work

The Town of Waynesville includes a parcel of land that sustained substantial erosion damage during Hurricane Helene and presents a risk to the town's property as well as adjacent private parcels.

GeoSpecialties proposes slope stabilization improvements at the following site(s):

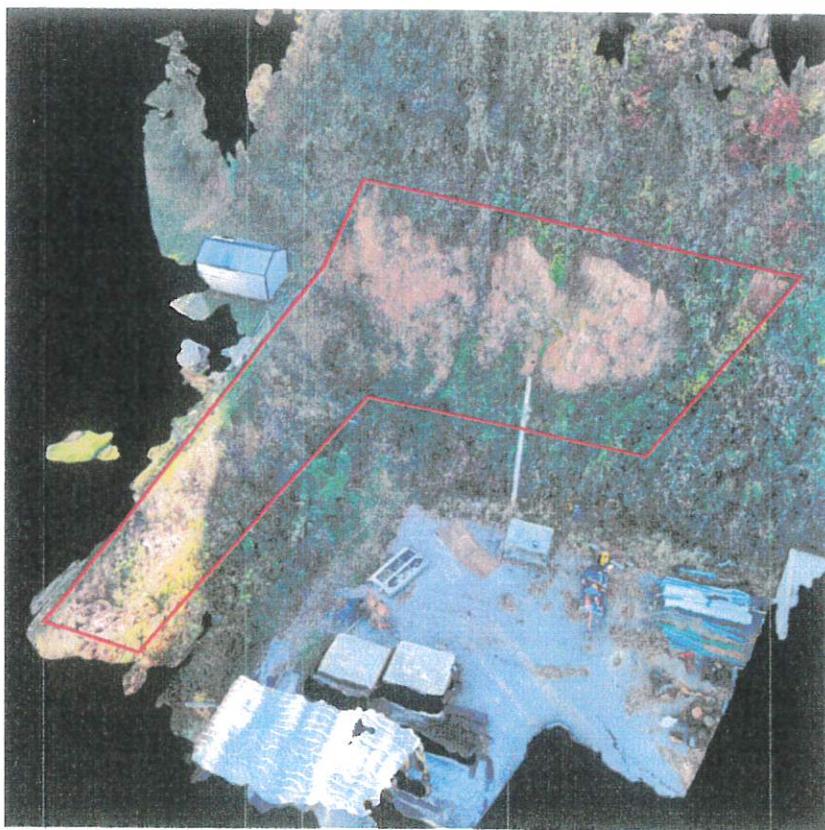


Figure 1. Image of site with instability area highlighted.

GeoSpecialties proposes two options; (A) pinned mesh and (B) shotcrete facing

The work will involve shaping the slope, installing soil nails, and applying steel mesh with vegetation matting facing or shotcrete facing in the area indicated in Figure 1.

## II. Roles and Responsibilities

**GeoSpecialties' scope of work includes** labor, tools, equipment, and materials to design and install the soil nail system pursuant to the following conditions:

1. Design and installation of a soil nail and mesh system.
  - a. Soil nail quality control and/or assurance testing (as required).
  - b. Install soil nails up to 15 feet in length.
  - c. Install vegetation (coconut) matting (mesh option)
  - d. Install high tensile strength steel mesh, or reinforced shotcrete
2. If the stabilization height or drilling lengths exceeds the maximum values discussed herein then the unit cost may increase.
3. Excavation of the soil nailed wall.
4. Provide final design package sealed by a Professional Engineer Registered in the state of North Carolina.
5. The initial mobilization includes labor, equipment, and material capable of installing the stabilization system. If GeoSpecialties is required to leave the site and return outside of what was previously stated and planned for, the cost is as indicated in the pricing table provided in Section V for each demobilization/remobilization. Work shall be available to GeoSpecialties prior to our mobilizing to the site.

**Owner** would be responsible for the following:

1. Provide traffic control, as required.
2. Provide a dump site for excavated materials.
3. Provide water for construction at a rate of 500 gallons per day.
4. Provide all weather working access to GeoSpecialties for material/equipment deliveries, and on-site area for material/equipment storage. Owner to obtain all right of way, licenses, or easements for GeoSpecialties to perform its work.

## III. Key Assumptions, Clarifications and Exclusions

The following are additional key assumptions made in the preparation of this proposed scope and fee.

- No off-site waste is assumed.
- No permitting will be required.
- No surveying is included (e.g., layout survey, as-built survey, and wall tolerances as required).
- The cost of a bond premium is not included in the GeoSpecialties' price. If desired by and paid by the Owner, GeoSpecialties will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- Prevailing wages are not included in GeoSpecialties' price.
- Buy American/American Material Requirements are not included in GeoSpecialties' price.

## IV. Anticipated Schedule

GeoSpecialties estimates that the work described above can be completed in approximately **20 to 24 working days**, for the pinned mesh or shotcrete options, respectfully. The approximate delivery schedule below assumes timely delivery of information and review comments from the owner. All construction work is based on a work schedule of Monday through Friday, up to 10 hours per day as weather and daylight permits. GeoSpecialties can mobilize to the site within a mutually negotiated timeframe from GeoSpecialties receiving an executed contract, approved submittals, and a written notice to proceed.

## V. Pricing

Our scope of work includes labor, tools, and equipment to perform the work described herein based on the prices listed below. The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day GeoSpecialties mobilizes on the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may likely increase. We propose to perform the above scope of work via the following fee breakdown. This pricing also assumes work is completed within 12 or more hours of daylight. Estimates provided were developed based on limited information. Actual quantities performed will be the basis of billing.

*Table 1 – Cost Estimate- Pinned Mesh*

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$15,000.00	\$15,000.00
2	Drilling of Soil Nails up to 15-ft	2,680	LF	\$35.00	\$93,800.00
3	Installation of Mesh and Matting	5,250	SF	\$36.00	\$189,000.00
4	Proof Tests	2	EA	\$800	\$1,600.00
					<b>\$ 299,400</b>

*Table 1 – Cost Estimate- Shotcrete*

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$15,000.00	\$15,000.00
2	Drilling of Soil Nails up to 15-ft	2,680	LF	\$35.00	\$93,800.00
3	Installation of 6-inch-thick reinforced shotcrete facing	5,250	SF	\$51.00	\$267,750.00
4	Proof Tests	2	EA	\$800	\$1,600.00
					<b>\$ 378,150</b>

## VI. Closure

Thank you for the opportunity to propose this particularly important project. If you have any questions or would like any additional information, please do not hesitate to contact me.

Sincerely,

**GeoSpecialties**



Martin J. Woodard, PhD PG PE  
[martin.woodard@geospecialties.com](mailto:martin.woodard@geospecialties.com)  
c: (540) 315-0270

Accepted by: \_\_\_\_\_  
(Signature)

Accepted by: \_\_\_\_\_  
(Printed name/title)

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

**10. Disputes**

Any disputes, claims, or controversies arising out of or related to this Agreement shall first be submitted to mediation prior to initiating litigation or arbitration. The parties agree to make a good faith effort to resolve issues through this non-binding process.

**11. Termination**

This Agreement may be terminated by either party for material breach, provided the breaching party fails to begin and continue corrective actions within seven (7) days of receiving written notice. Upon termination, GeoSpecialties shall be paid for all services rendered through the termination date, along with any reimbursable costs, including those related to subcontractors, consultants, materials, and travel. GeoSpecialties shall not be held liable for delays caused by suspension of services, and Client payment shall not be withheld based on project financing or third-party reimbursements.

**12. Electronic Media**

Electronic versions of documents provided by GeoSpecialties are subject to inadvertent alteration, degradation, or corruption due to software or transmission errors. These files are submitted for informational purposes only and are valid for review and acceptance for a period of thirty (30) days. Any defects must be promptly reported. GeoSpecialties makes no warranties regarding the fitness of such media. Unauthorized reuse, modification, or adaptation of these documents is prohibited, and the Client assumes all risk and liability for doing so.

**13. Hazardous Materials and Contaminants**

This Agreement does not include the assessment, identification, or remediation of hazardous substances such as asbestos, oil, or radioactive materials. GeoSpecialties is not responsible for designing or implementing systems to manage, remove, or treat such contaminants.

**14. Miscellaneous Terms**

This Agreement supersedes all prior agreements and contains the full understanding between the parties. Any amendment must be in writing and signed by both parties. Neither party may assign this Agreement without the other's consent, and no third-party beneficiaries are created. GeoSpecialties may engage affiliated or independent subconsultants, for whose work GeoSpecialties remains responsible under the limitations of liability stated herein. No waiver of any provision shall be deemed a waiver of future rights, and all rights and obligations (including those related to liability) shall survive termination.

The Client agrees not to use GeoSpecialties' name or any references to its work in public-facing materials without express written consent. If any provision is found unenforceable, the remainder shall remain in effect. This Agreement is governed by the laws of the Commonwealth of Kentucky unless another jurisdiction is required for enforcement. The individual signing on behalf of the Client warrants full authority to bind the Client to this Agreement.

**15. Additional Conditions**

If site readiness or project delays beyond GeoSpecialties' control cause lost time after crew mobilization, the Client agrees to pay a fee of \$600 per crew-hour. Any retainage held shall be released to GeoSpecialties within thirty (30) days of its work completion. GeoSpecialties shall not be held responsible for liquidated damages, delay damages, or other schedule-related penalties outside its control.

GeoSpecialties assumes no liability for disturbances caused by construction vibrations, ground movement, settlement, or unmarked utilities. The Client or Contractor shall indemnify GeoSpecialties for any resulting claims and take appropriate precautions, including vibration monitoring or other mitigation. Furthermore, the Client is responsible for ensuring utilities are located prior to mobilization; potholing, relocation, or removal of utilities is not included.

This proposal shall remain valid for **thirty (30) days** from the date of transmittal.

**16. Changes and Site Readiness**

If the contract scope is modified after GeoSpecialties has delivered materials or commenced work, or if the project site is not ready for GeoSpecialties to begin work as scheduled, or if other delays occur that are outside the control of GeoSpecialties (including but not limited to coordination issues, third-party delays, or site inaccessibility), the Client agrees to compensate GeoSpecialties at a rate of **\$600.00 per crew-hour** for lost time. This charge shall apply to each hour a mobilized crew is unable to perform work due to such circumstances.



**TOWN OF WAYNESVILLE  
SLOPE STABILITY MITIGATION**

Prepared for:  
**TOWN OF WAYNESVILLE, NC**

Prepared by:  
**GEOSPECIALTIES, LLC**  
**NICHOLASVILLE, KENTUCKY**



Date:  
**NOVEMBER 12, 2025**



November 11, 2025

To whom it may concern,

On behalf of GeoSpecialties, it is our privilege to submit this response to the Town of Waynesville for slope mitigation proposal.

GeoSpecialties brings over two decades of experience in geotechnical design-build services, specializing in emergency and non-emergency stabilization of landslides, rockfall hazards, and geotechnical infrastructure across active transportation corridors. With our headquarters in Nicholasville, Kentucky, and operations spanning multiple states, we have successfully completed hundreds of stabilization projects, many under challenging emergency-response conditions.

GeoSpecialties is committed to providing exceptional technical services, rapid mobilization for emergencies, and full compliance with State and Industry standards. We look forward to supporting your mission to ensure the safety, reliability, and resilience.

Thank you for this opportunity. We look forward to collaborating with the State of Tennessee to deliver innovative, effective, and reliable slope stabilization solutions.

Respectfully submitted,

**GEOSPECIALTIES, LLC**

A handwritten signature in black ink that appears to read "Martin J. Woodard".

Martin J. Woodard, PhD, PG, PE  
Senior Engineer and Geologist  
[martin.woodard@geospecialties.com](mailto:martin.woodard@geospecialties.com)

A handwritten signature in black ink that appears to read "Jordan Middleton".

Jordan Middleton, EI  
Sr. Business Development Engineer  
[jordan.middleton@geospecialties.com](mailto:jordan.middleton@geospecialties.com)



## General Qualifications & Experience

Founded in 2020, **GeoSpecialties, LLC** is a Kentucky-based geotechnical construction company specializing in slope stabilization, soil nail and shotcrete systems, and rockfall mitigation. The firm has successfully completed over 100 stabilization projects across Kentucky, Tennessee, and the Southeastern U.S. for state DOTs, municipalities, and Class I railroads. With in-house design, drilling, and shotcrete crews, GeoSpecialties provides a fully self-performed, turnkey solution for emergency and planned slope repair.

### Primary Contact

- Name: Dr. Martin J. Woodard
- Title: Senior Engineer and Geologist
- Email: [martin.woodard@geospecialties.com](mailto:martin.woodard@geospecialties.com)
- Address: 1060 Elizabeth St., Unit 8, Nicholasville, KY 40356
- Office: 859-361-2465, Mobile: (540) 315-0270

### Secondary Contact

- Name: Justin Anderson, P.E.
- Title: President / Principal Engineer
- Email: [justin.anderson@geospecialties.com](mailto:justin.anderson@geospecialties.com)
- Address: 1060 Elizabeth St., Unit 8, Nicholasville, KY 40356
- Office: 859-361-2465, Mobile: 859-583-0732

**Experience:** GeoSpecialties has specialized in design-build slope stabilization for years, including soil nailing, rockfall mitigation, compaction grouting, and crib wall construction for DOTs, municipalities and private infrastructure owners.

Our team has completed hundreds of stabilization projects under active roadway traffic, with extensive experience in emergency response and complex geotechnical conditions similar to those for your project.

### ***Performance Metrics Summary:***

- Over 15,000 linear feet of soil nails and 25,000 square feet of shotcrete facing installed since 2023.
- Completed 100 + slope stabilization projects across Kentucky and Tennessee.
- Zero OSHA-recordable incidents in the past five years.
- Average emergency-response mobilization time: < 24 hours.
- 90 % repeat public-sector clients, reflecting consistent quality and reliability.



## Litigation

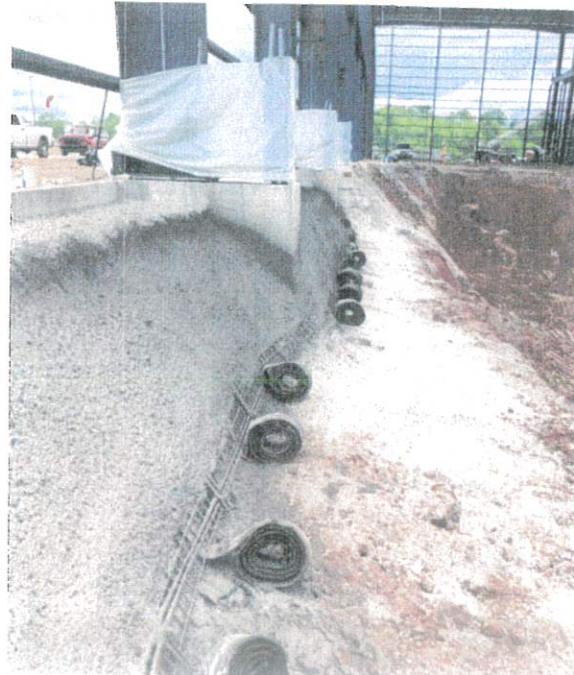
GeoSpecialties is not a named party to any material, pending litigation.

## Capability Statement

GeoSpecialties has successfully delivered stabilization services for DOTs and municipalities across four states.

Key strengths include:

- **Equipment Readiness:** More than three fully operational soil nail rigs and specialized support equipment for horizontal drains, rockfall mitigation, and compaction grouting.
- **Proven Experience:** Hundreds of completed projects, including emergency landslide repairs and large-scale DOT slope stabilization efforts.
- **Safety and QA/QC:** OSHA-certified crews and rigorous quality control procedures, including daily testing and independent design reviews. GeoSpecialties maintains an Experience Modification Rate (EMR) below 1.0 and has recorded zero lost-time incidents in the past three years. Field QA/QC includes grout testing per ASTM C109, nail proof/load testing to 1.25× design load, and daily inspection reports reviewed by the Project Engineer. Safety oversight is led by Stefan Brunson, Safety Director, ensuring compliance with OSHA 29 CFR 1926 Subpart P and TDOT and state department safety protocols.
- **Licensed Engineers:** Registered Professional Engineers on staff to provide stamped engineered designs for every project.



GeoSpecialties maintains a full complement of specialty geotechnical equipment and support vehicles to execute concurrent State department stabilization projects.

- **Drilling Rigs:** 8 excavator mountable soil and rock drills – 20 ft stroke, capable of self-drilling hollow bars and cased holes.
- **Shotcrete Systems:** manual and robotic shotcrete pumps with 100 HP compressors.
- **High-Energy Fence & Scaling Tools:** Portable man-lift baskets, tensioning equipment, and mesh-anchoring gear.
- **Fleet:** service trucks, skid steers, telehandlers, and multiple support trailers.

GeoSpecialties owns and operates all field equipment and employs full-time crews capable of mobilizing to three concurrent project sites statewide.

## Organizational Structure

GeoSpecialties operates under a centralized project management model:

- **Justin Anderson, P.E.** – CEO/ Sr. Engineer and Executive Oversight.



- **Matt Birchmier, P.E.** – COO / Senior Project Manager.
- **Project Managers:** Dedicated leads for each group (soil nails, horizontal drains, rockfall, and grouting).
- **Engineering:** Dedicated geotechnical engineers to support project design and delivery.
- **Field Operations:** Multiple crews with a minimum of three, independent crews capable of simultaneous statewide deployment.
- **Safety and QA/QC:** Independent reporting to executive leadership.

### **Use of Subcontractors**

Geospecialties is partnered with our sister company Anderson Professional Services (APSGeo) who performs engineering services and is registered as a Federal small business. We plan on self-performing your project and therefore had no tasks to obtain bids for this project.

### **Relevant Experience**

#### **Landslide Stabilization Using Soil Nails**

GeoSpecialties has successfully stabilized active landslides using both self-drilling soil nails and permanently cased soil nails.

#### **Representative Projects:**

##### **1. TDOT CNY315 – I-40 Soil Nail Walls & Rockfall Mitigation – Cocke County, TN (2025)**

###### *Multi-Site Interstate Stabilization Program*

- Emergency response stabilization with soil nails and micropiles
- Soil nail retaining walls across **three active sites** and including over **100,000 SF** of reinforced shotcrete facings with average 8-inch and 12-inch thickness.
- Design-build temporary shoring and permanent stabilization using soil nail walls for haul roads and coordination with multiple stakeholders, prime contractor and subcontractors.
- Over **250,000 LF of soil nail and micropiles** installed while maintaining traffic on I-40.

##### **2. TDOT SR-37 – CNY314 Hurricane Helene Letting, Carter County, TN (2025)**

###### *Emergency Stabilization Following Hurricane Helene*

- Emergency response stabilization with soil nails and micropiles
- Rapid design-build delivery in post-disaster conditions.
- 135 linear feet of soil nail wall with vertical micropiles installed in multiple rows, 35-ft in length and soil nails installed in multiple rows, up to 30-ft in length and 2,025 SF reinforced shotcrete facing, average 8-inch thickness.
- Integrated with two permanent soil nail walls and reinforced shotcrete facings.
- Work performed under live traffic with phased lane closures.

##### **3. ODOT IR-71 Ramp Wall Stabilization, Cincinnati, OH (2025)**

###### *Retaining Wall Stabilization*



- Designed and installed forty-two permanent ground anchors with cased drilling techniques to navigate challenging subsurface conditions.
- DCP (Double Corrosion Protection) anchor tiebacks for maximum durability and life expectancy of the retaining wall stabilization.
- Work performed under live traffic with phased lane closures.

4. **KYTC KY 197 – Pike County, KY (2024)**  
*Rural Roadway Embankment Stabilization*

- 242 linear feet of slope stabilized using 20-ft nails and horizontal drains
- Performed under live traffic with top-down sequencing.
- Top-down wall construction allowed **continuous traffic flow** during active operations.

5. **INDOT SR 56 Slide Correction – Emergency Stabilization – Jefferson County, IN (2025)**  
*State Highway Repair Following Heavy Rainfall Event*

- 6,100 SF, retaining wall, 419- LF road slide using soil nails to stabilize a **steep, failing embankment** along the Ohio River corridor.
- Multiple rows of self-drilling soil nails, installed over 23,000 linear feet.
- Challenging geology included fractured limestone and high groundwater, conditions similar to eastern Tennessee.
- Maintained continuous traffic flow using staged excavation and lane control systems.

6. **Old State Road 1 Creekside Stabilization – Franklin County, IN (2024)**  
*Emergency Roadway Protection*

- Hybrid stabilization system combining **sheet piles, rail steel, soil nails** and **horizontal drains**.
- Traffic maintained with single-lane closures in a constrained creekside environment.

7. **Wake Road Slide Repair – Jefferson County, IN (2024)**  
*Municipal Roadway Stabilization*

- Soil nail wall and reinforced shotcrete facing.
- Work sequenced to **maintain partial traffic flow** during construction.

8. **Lower Dillsboro Road Slide Repair – Dearborn County, IN (2023)**  
*Roadway Embankment Restoration*

- **11,400 SF sheet pile wall and 7,240 LF of soil nails.**
- Managed traffic through alternating lane closures during construction.

9. **Buffalo Trace Historic Riverbank Stabilization – Frankfort, KY (2025)**  
*Industrial Site Protection Along Kentucky River*



- Soil nail and micropile-supported retaining walls with apex height over 27-ft, - height in stabilization and over 200-linear ft of slope along the Kentucky River.
- Emergency stabilization work performed in a constrained site with continuous access for industrial operations.

#### **10. TDOT SR-36 – CNY312 Hurricane Helene Letting – Unicoi County, TN (2025)**

##### *Emergency Roadway Protection*

Two soil nail retaining walls with permanent shotcrete facings that averaged 8-inch thickness and measuring 484 square feet and 626 square feet. 84 and 109 linear feet, respectively, of slope stabilized with 20-ft soil nails and 20-ft horizontal drains.

- Emergency response stabilization with soil nails, micropiles and shoulder buildout.
- Rapid design-build delivery in post-disaster conditions.

- **Registered Engineers and Geologists:**

- **Dr. Martin Woodard, P.E., P.G.** Senior Rockfall Engineer & Geologist – over 25 years of rock slope experience, author of Ohio DOT's Rockfall Hazard Rating Matrix
- **Justin Anderson, P.E.** – Principal Engineer, specializing in slope stabilization and STATE design standards.
- **Matt Birchmier, P.E.** – Senior Project Manager with extensive rockfall project management experience.

GeoSpecialties also maintains partnerships with licensed blasting subcontractors for controlled rock removal where required. Post-installation inspection and maintenance are performed using rope-access and drone-based documentation in accordance with ASTM D7782, ensuring long-term performance verification.



\*\*Attach to Bid      \*\*Attach to Bid

### AFFIDAVIT A - LISTING OF THE GOOD FAITH EFFORTS

Town of Waynesville

Affidavit of

*GEO Specialties*

(Name of Bidder)

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

I have made a good faith effort to comply under the following areas checked

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended Prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:

*11/12/25*

Name of Authorized Officer:

*Jamie Egli*

Signature:

*JJB*

Title:

*Co-owner*

State of Kentucky, County of Bowe

Subscribed and sworn to before me this 12 day of November, 2025

Notary Public Josh Bertram JMB

My Commission expires 3-28-2026



\*\*Attach to Bid      \*\*Attach to Bid      \*\*Attach to Bid      \*\*Attach to Bid      \*\*Attach to Bid

Corporate Office Address:  
1060 Elizabeth St., Unit 7, Nicholasville, KY 40356



### AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

Town of Waynesville

Affidavit of Geo Specialties

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Waynesville Slope Stability Mitigation contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 11/12/25

Name of Authorized Officer: Jamie Epti.

Signature: [Signature]

Title: Owner



State of Kentucky, County of Boyle

Subscribed and sworn to before me this 12 day of November, 2025

Notary Public Joshua W Bertram [Signature]

My Commission expires 3-28-2028

Corporate Office Address:  
1060 Elizabeth St., Unit 7, Nicholasville, KY 40356

November 11, 2025

Town of Waynesville  
Attn: Sebrina Love, Purchasing Supervisor  
129 Legion Drive  
Waynesville, NC 28786

Eli Woody, Streets Supervisor

Email: [ewoody1@waynesvillenv.gov](mailto:ewoody1@waynesvillenv.gov)  
Phone: 828-456-3706

Hutch Reece, Deputy Director Public Works (Operations) Email: [hreece@waynesvillenc.gov](mailto:hreece@waynesvillenc.gov)  
Phone: 828-456-3706.

**Subject: Town of Waynesville, NC 28786 – Slope Stabilization**

Dear Sebrina Love, Hutch Reece, and Eli Woody:

Rhino Design Build LLC (RHINO) is pleased to offer this proposal/contract for the Town of Waynesville, NC Public Works (CLIENT) Slope Stabilization Project at 129 Legion Dr, Waynesville, NC 28786.

**PROJECT LOCATION**

**Google GPS Coordinate: 35.485221°, -83.765710°**



### Existing Condition of Slope As of November 2025



### Project Overview

The project will be constructed at the location 129 Legion Dr. Waynesville, NC 28786 (Latitude: 35.482 - Longitude: -82.988). Projects must meet Federal wage and hour guidelines as specified by FEMA.

### Objectives

The Town of Waynesville, North Carolina, proposes to retain a highly qualified firm to provide services to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

## Submittal Requirements

**Firm Information:** Name and address of the construction company. If it is a firm, the names of officers, directors and owners.

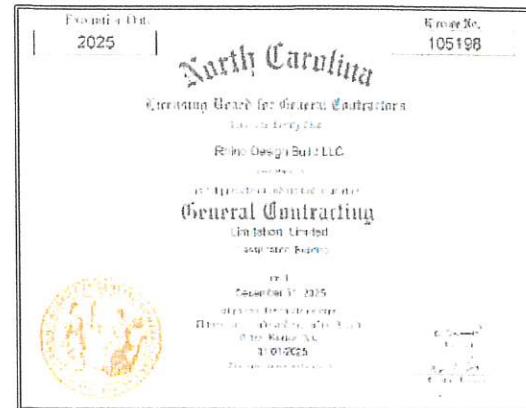
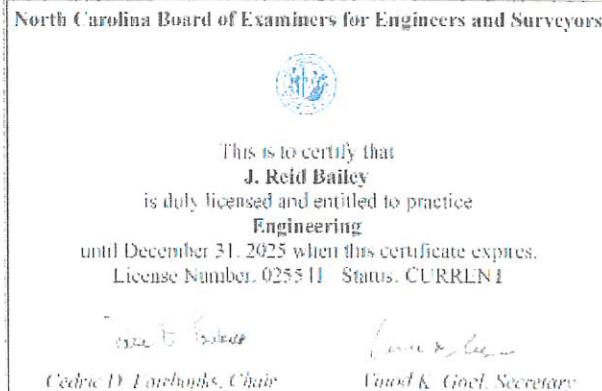
Rhino Design Build LLC  
Jacob Reid Bailey, PE  
1201 Penobscot Dr  
Soddy Daisy, TN 37379

**Experience:** Demonstrated -firm experience.

I had the pleasure of meeting with Eli Woody of the Town of Waynesville Public Works and discussed how Hurricane Helene exacerbated the slope stability at the south corner of the Public Works Facility paved yard area. We understand the challenges of the hardest hit areas that will be recovering from the massive impact of Hurricane Helene and are already working for individuals, towns, cities, and counties in the area. I have been a professional engineer in design-build construction specifically related to soil, water, and structure interaction failures since 1999.

Prior to starting Rhino Design Build in 2020 to help residential, commercial and local governments resolve soil / structure interaction failures, I worked at GeoStabilization International from 2012 to 2022 and developed statewide and federal on call contracts for emergency and maintenance response to geohazards. I developed, engineered, and managed projects from Texas to Puerto Rico and all the Southeastern States in between. What I noticed most over my ten (10) year tenure there was that many counties, towns, cities, and private property owners were being neglected, overlooked, and underfunded. Thus, I created Rhino Design Build to shrink my travel footprint to GA, NC and TN and provide my expert design-build services to those most in need of a verifiable licensed engineering and licensed general contracting firm to provide innovative solutions to their storm related severe erosion issues.

We provide design-building solutions related to post storm event infrastructure issues referred to as "GeoHazards". We can help anyone with GeoHazards such as: Landslides, Mudsides, Severe Erosion, Culvert Washouts, Existing Culvert Slip Lining, Temporary Shoring, New Retaining Walls, Existing Retaining Wall Repair and Stabilization, Foundation Stabilization and Repair, Bridge Rehabilitation, Bridge Scour Protection, Stream Bank Stabilization, Roadside Sloughing and Cut / Fill Pavement Cracking, Pipe Abandonment Grouting, Subgrade Stabilization, Rockfall and Above / Below Road issues, Roadside Shoulder Reconstruction and Armoring, and Drainage Solutions.

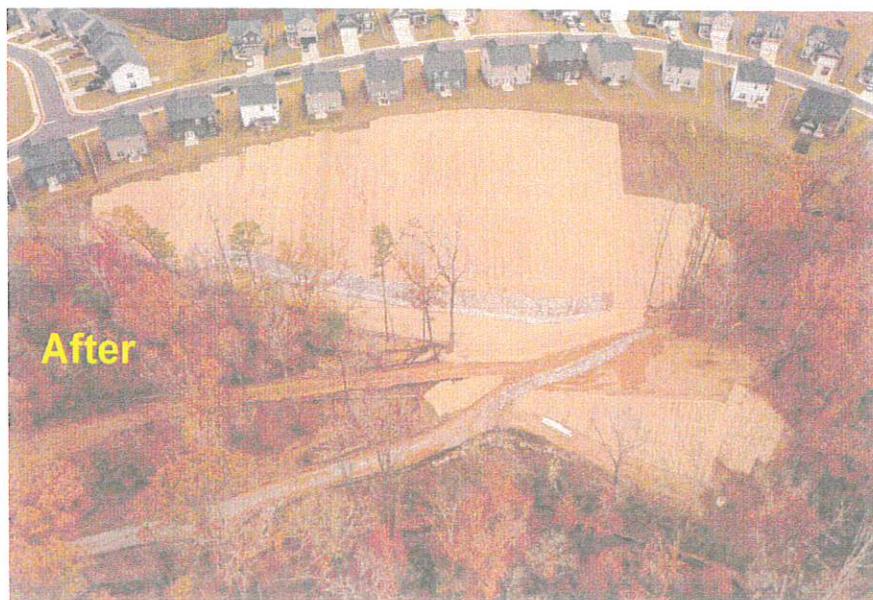


**References:** List of client references for related projects with contact information, i.e., name, telephone number, and email address.

**Heritage Pointe Subdivision, Gainesville, GA – Large 600 LF Fill Slope Failure Retrofit and Stabilization**

Doug Strall  
KM Homes  
6225 Windward Pkwy  
Alpharetta, GA 30005

Email: [dstrall@kmhomes.com](mailto:dstrall@kmhomes.com)  
Phone: 678-758-5533



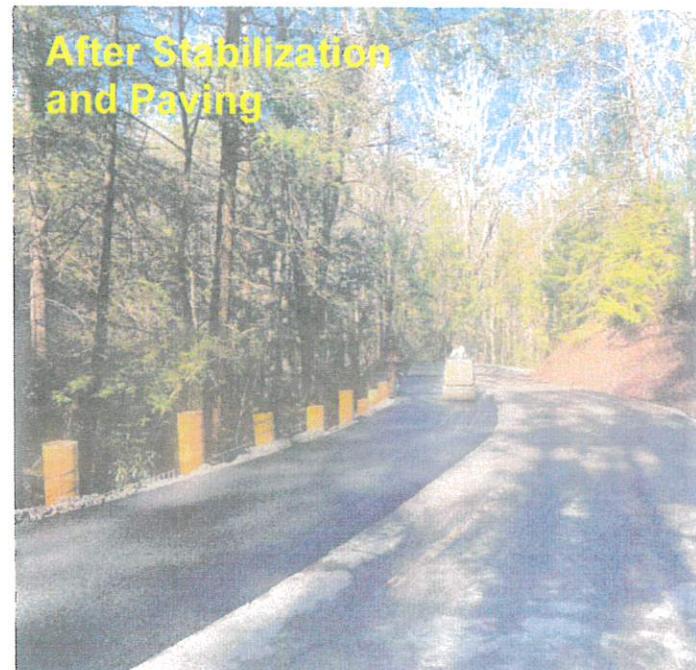
Multiple, Approximately Seven (7) Roadway Shoulder Slide and Sloughing Project for the Big Canoe, GA Property Owners Association. Golf Course Neighborhood in Jasper, GA with over 3000 Homes, so it is more of a Town or Small City with their infrastructure needs.

Lydell Mack  
Big Canoe Public Works Director  
12 Wolfscratch Dr  
Jasper GA, 30143

Email: [lmack@bigcanoepoa.org](mailto:lmack@bigcanoepoa.org)  
Phone: 678.758.9763



**During**

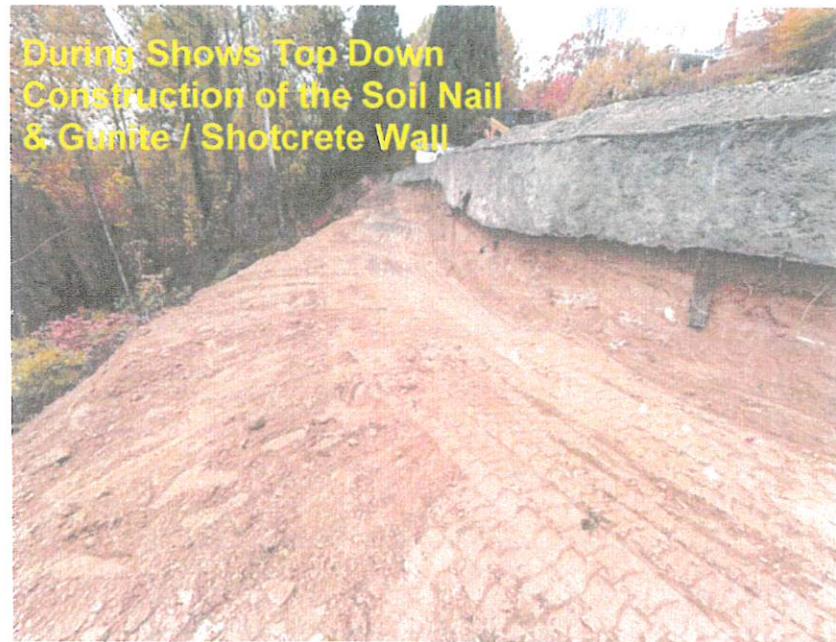


**After Stabilization  
and Paving**

**Champion Hills Subdivision Landslide Stabilization with Soil Nails and Shotcrete at Falls Summit Rd  
Cul-de-Sac in Hendersonville, NC**

Torrey Adcock  
L & S Site Contractor  
753 S Allen Rd,  
Flat Rock, NC 28731

Email: [torrey@lawingandson.com](mailto:torrey@lawingandson.com)  
Phone: 678.758.9763



**Litigation History:** Documentation of any history of litigation associated with project performance or professional liability and all matters settled out of court.

Rhino Design Build LLC and Officer, CEO and Chief Engineer Jacob Reid Bailey has never had any history of litigation associated with project performance or professional liability nor any matters settled out of court.

**Certification:** A statement in which the applicant certifies that the information provided is correct under the penalties of perjury.

**Town of Waynesville, North Carolina  
Slope Stabilization Project  
Statement of Certification**

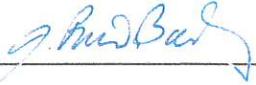
I hereby certify that all information provided in this bid proposal and any accompanying documents submitted to the Town of Waynesville, North Carolina, for the Slope Stabilization Project is true, complete, and correct to the best of my knowledge and belief.

I further certify that I have not knowingly withheld any information that could affect the evaluation of this bid, and that all statements made herein are made in good faith.

I understand that any misrepresentation, falsification, or omission of facts may be cause for rejection of this bid, termination of any subsequent contract, or penalties as may be prescribed by law.

I further declare that this certification is made under the penalties of perjury.

**Bidder's Name (Printed):** Jacob Reid Bailey

**Signature:** 

**Title:** CEO & Chief Engineer

**Company Name:** Rhino Design Build LLC

**Date:** November 11, 2025

## SCOPE OF WORK

The proposed project will be constructed as follows by Rhino Design Build (RHINO) and include all material and labor the following:

### Pre-Construction Activities:

1. RHINO to Create Engineering Submittals for Slope Stabilization.
2. RHINO will have the utilities marked by North Carolina 811 One Call. The CLIENT shall locate underground utilities such as stormwater and sanitary lines that will not be marked by Georgia 811 One Call that may be in the work areas. RHINO cannot be responsible for unmarked and / or any utilities that were not located.
3. Pre-Construction Meeting with CLIENT to coordinate project start date, access, safety, approved engineering and construction sequence submittal, workdays, hours, and overall schedule.

### Rhino Construction Activities:

#### Preliminary Testing and Design Confirmation

1. Furnish and install up to two (2) pre-production soil nails to confirm subsurface conditions and validate design parameters. *We recommend installing this at safe locations and slope heights.*
2. Conduct pull-out testing of the pre-production nails in accordance with the project geotechnical engineer's specifications. *We recommend performing grout to soil ultimate bond strength tests only for soil nail installed in cut banks.*
3. Submit test results to the Engineer of Record for final design adjustments and approval prior to full-scale installation. *In a design-build project such as this slope stabilization system, I, Jacob Reid Bailey, PE plan to be the Engineer of Record, so that sole responsibility of the implemented system would remain entirely with the Rhino Design Build entity.*

#### Construction of Soil Nail Wall System

1. Excavate the existing slope as necessary to allow for a vertical face for the soil nail and shotcrete wall installation. *We recommend trimming vegetation and sloughed soils while keeping the general shape of the existing slope face and then implementing the soil nail and gunite/shotcrete stabilization system.*
2. Drill and install soil nails (T/30 hollow bar w/ 3.5" dia. @ ~20' in depth) per the approved engineering design. Nails shall be corrosion-protected and grouted to specifications. *We recommend using several different types of soil nail and anchors to complete the project. We will outline this in our engineering submittals for Town of Waynesville approval.*
3. Apply shotcrete facing over the exposed slope face, forming a continuous, reinforced structural skin. *We also recommend some pinned steel mesh with turf reinforced matting underneath nailed / pinned against the slope outside of the critical stabilization area as a transition to the natural vegetated slope.*
4. Scree and finish the shotcrete surface to meet aesthetic and functional requirements outlined in the construction documents. *Rhino Agrees with this.*

The retaining wall system will consist of two primary slope segments: One segment measuring approximately 95 linear feet in length and 30 feet in height and a second segment measuring approximately 60 linear feet in length and 40 feet in height

The total wall surface area to be stabilized is approximately 5,250 square feet.

**Additional Responsibilities:**

- Implement all necessary temporary erosion control measures during construction.
- Maintain site safety and traffic control in accordance with local regulations.
- Restore disturbed areas upon completion, including seeding or landscaping as required.

**Rhino Agrees with this.**

**PRICING AND PAYMENT**

Rhino Design Schedule of Values for Slope Stabilization City of Waynesville, NC Public Works Facility - Schedule of Values					
Item	Description	Quantity	Unit	Unit Price	Total Price
1	Engineering Submittals and Documentation	1	EA	\$ 11,500.00	\$ 11,500.00
2	Mobilization & Specialty Materials & Supplies	1	EA	\$ 72,780.00	\$ 72,780.00
3	Installation of Driven Anchors for Steel Mesh Support	50	EA	\$ 870.00	\$ 43,500.00
4	Installation of Drilled and Grouted Soil Nails for Slope Stabilization	140	EA	\$ 1,290.00	\$ 180,600.00
5	Installation of Structural Gunite/Shotcrete Facing	3250	SF	\$ 28.00	\$ 91,000.00
6	Transition to Pinned Mesh with Turf Reinforced Matting Underneath	2000	SF	\$ 19.00	\$ 38,000.00
7	Sacrificial Soil Nail Load Tests (if Required)	2	EA	\$ 1,500.00	\$ 3,000.00
8	Project Clean-Up	1	LS	\$ 2,500.00	\$ 2,500.00
<b>Base Estimate Total Soil Nail Wall:</b>					<b>\$ 442,880.00</b>

1. A potable supply of water for mixing grout and equipment clean-up for the duration of the soil nail wall project.
2. A staging area for equipment and materials that can be left overnight securely for the duration of the project.
3. Coordination with other onsite activities so not to delay the slope stabilization operation.
4. Grout quantities beyond 1.25 times the theoretical volume of the drilled hole shall be compensated at \$38.00/cf.
5. Items 1 and 2 above will be invoiced in the amount of \$84,280.00 upon authorization to proceed with the work.

## WORK HOURS/SCHEDULE

The project's duration will be worked out with the CLIENT to meet the overall mutually agreeable construction schedule which is anticipated to commence upon authorization of this contract for the engineering submittals and a target mobilization date in December 2025 or January of 2026 depending on the Town of Waynesville's desired start date. The project will be completed within 30 days. All work is based on a work schedule each day as weather and daylight permits. Coordinated weekend work as agreed upon and authorized by the CLIENT. Upon RHINO receiving this executed contract, we will work with the CLIENT to mobilize and begin work.

## WARRANTY

RHINO offers a seven (7) year warranty for our design-built implemented slope stabilization systems. This warranty covers the fundamental slope stabilization components for dry and wet weather up to a 10-Year storm event after vegetation on the slope is established. Weather events greater than a 10-Year storm are considered "Acts of God" and would not be subject to non-compensation warranty repairs. The sole remedy for damages to RHINO's fundamental slope stabilization components, as per the warranty criteria stated herein, is RHINO directed repairs and mitigation performed by and/or paid for by RHINO.

Thank you,

RHINO DESIGN BUILD LLC

Digitally signed by  
b8af3c5f-ee31-45a4-  
ae9b-19ba3077d95a  
Date: 2025.11.11  
23:39:19 -05'00'

  
**J. Reid Bailey, PE**  
Chief Engineer and CEO  
404.824.8420  
[reid@rhino-db.com](mailto:reid@rhino-db.com)



Rhino Design Build LLC

Phone: 404-824-8420 | [www.rhino-db.com](http://www.rhino-db.com)

#### **PROJECT SPECIFIC TERMS AND CONDITIONS**

RHINO's proposed scope of work includes labor, tools, equipment, and materials to design and install the temporary shoring system pursuant to the following conditions:

- a. This proposal / contract agreement shall supersede and govern any other contract document or RFP due to reduced scope of work and any other conflicting terms and/or conditions.
- b. Work areas shall be available to RHINO prior to RHINO mobilizing to the site.
- c. These project specific terms and conditions are incorporated into this proposal as a contract document.
- d. Hazardous Materials – RHINO will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. RHINO's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- e. Vibrations – RHINO cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. CLIENT shall indemnify RHINO against all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc. It is possible that damage may occur because of heave, settlement, utility not correctly marked, or intrusion of construction water and RHINO cannot accept responsibility/liability for such damage. CLIENT agrees to waive all liability and damages against RHINO in any related to the underground conditions and/or existing facilities described in the preceding sentence.
- f. Additional work may be added to this contract at agreed upon compensation via written contract revision.
- g. All work, including but not limited to design work, is excluded unless specifically included herein.
- h. The CLIENT agrees that RHINO shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside RHINO's control.
- i. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of RHINO (or as the proper designation may be for RHINO), RHINO subcontractor(s), or those for whom RHINO, etc. is legally liable, RHINO reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- j. All invoices are due, in their entirety, upon receipt from RHINO. Amounts due and unpaid over thirty days shall accrue interest at the rate of 3% per month. The CLIENT shall be liable to RHINO for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
- k. This agreement/Proposal is subject to and governed by Georgia law under all circumstances and venue for any dispute shall be Pickens County, Georgia notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- l. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- m. Each party has had the opportunity to review and negotiate this Proposal, and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- n. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
- o. The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the CLIENT not fully accept or modify this proposal, the pricing and/or the scope of work will likely be subject to modification by RHINO.
- p. Should the CLIENT provide RHINO with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- q. RHINO's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of RHINO or for those whom RHINO is legally responsible. CLIENT agrees to defend and indemnify RHINO for claims or damages alleged to have been caused by CLIENT's acts or omissions.

- r. RHINO retains all ownership rights in its proprietary and/or patented information, and no such rights are transferred in any way.
- s. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to RHINO of providing the materials, goods and/or services under this Agreement, then CLIENT shall from time to time, upon demand by RHINO, immediately pay to RHINO additional amounts sufficient to compensate RHINO for such increased cost. RHINO shall submit to CLIENT a certificate as to the amount of such increased cost that detail the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
- t. This offer expires 30 days from the date transmitted.

#### **CLIENT'S OBLIGATIONS**

The following terms, conditions and exclusions shall apply and are specifically excluded from RHINO's scope of work and shall be provided to RHINO at no cost to RHINO, notwithstanding anything in any document to the contrary:

- a. Sanitary Facilities – RHINO will provide a portable bathroom onsite.
- b. Traffic Control – Provide traffic control and coordination with neighboring property for access to the haul road and communication with the other water project regarding RHINO's work such that we are not delayed in the performance of our work.
- c. Site Security – The existing subdivision location is sufficient security for this project.
- d. CLIENT shall ensure that any utilities not marked by Georgia 811 are properly located before RHINO mobilizes to the site (i.e. stormwater culverts & drains, sanitary sewer and manholes. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in RHINO's scope of work. RHINO shall not be responsible for any unmarked utility damage as a result of our work.
- e. Provide Construction Water – A clean (potable) supply of water for construction available on-site or near work.
- f. Electricity – Provide power as requested / required to the work site.
- g. Access – CLIENT shall always provide to RHINO uninhibited access material/equipment deliveries, and on-site area for material/equipment storage within 80 LF of the work area. CLIENT shall obtain all right of way, licenses, or easements for RHINO to perform its work.



**Rhino Design Build can Storm Proof Your Property  
Licensed Engineers & General Contractors**

Call to Schedule a No Cost Site Visit for:

**RHINO**  
DESIGN BUILD  
**404-824-8420**

Severe Erosion  
Retaining Wall Repairs & Replacement  
Hardscapes & Green Solutions  
Grading & Drainage Solutions  
Water Intrusion & Foundation Repair  
Mold & Water Damage

Structural Repairs  
Slope Failures & Mudslides  
Bridge & Culvert Repair & Replacement  
Storm Water Slip Lining  
Pressure Grouting & Anchoring  
Rockfall Mitigation

Residential, Commercial, Highway & Public Works

## AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

Town of Waynesville

Affidavit of

JACOB REID BAILEY CEO &amp; CHIEF ENGINEER RHINO DESIGN BUILD

(Name of Bidder)

LLC

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

I have made a good faith effort to comply under the following areas checked

1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.

3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.

4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

5 – (10 pts) Attended Prebid meetings scheduled by the public owner.

6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

7 (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 11-11-25

Name of Authorized Officer:

JACOB REID BAILEY

Signature: J. Reid Bailey

Title: CEO &amp; CHIEF ENGINEER

State of Tennessee, County of HamiltonSubscribed and sworn to before me this 11 day of November, 2025Notary Public J. Reid BaileyMy Commission expires 12-14-2026

## AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

Town of Waynesville

Affidavit of JACOB REID BAILEY, CEO & CHIEF ENGINEER RUMIN DESIGN BUILT LLC  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the PRIME contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 11-11-25

Name of Authorized Officer: JACOB REID BAILEY

Signature: J. Reid Bailey

Title: CEO & CHIEF ENGINEER



State of Tennessee, County of Hamilton

Subscribed and sworn to before me this 11 day of November, 2025

Notary Public Karen McCormick

My Commission expires 12-14-2026



RHINDES-01

MRANDLE

DATE (MM/DD/YYYY)

11/11/2025

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): (706) 865-2189	FAX (A/C, No): (706) 865-1774
INSURED	E-MAIL ADDRESS: mountain@nortoninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Colony Insurance Company		NAIC # 39993
INSURER B: Evanston Insurance Company		35378
INSURER C: Travelers Property Casualty Company of America		25674
INSURER D: Underwriters at Lloyd's, London (Illinois)		15792
INSURER E:		
INSURER F:		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			600 GL 0212380-02	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 2,000,000	
	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	POLICY	PROJECT	LOC				GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
	ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	Hired AUTOS ONLY		NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		EZXS3216911	9/24/2025	9/24/2026	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB		CLAIMS-MADE						
C	DED <input checked="" type="checkbox"/> RETENTION \$	10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	N/A	6JUB-0W92716-0-25	3/22/2025	3/22/2026	X PER STATUTE	OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y		E.L. EACH ACCIDENT				\$ 1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
D	Directors & Officers			PSN0240200357	1/1/2025	1/1/2026	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).  
 Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.  
 Due to a change in the Georgia state statute, 33-24-19.1 and directive 120-2-103.07 from the Georgia Insurance Commissioner's office, agents & brokers are no longer legally able to add wording in the Description of Operations section of a Certificate of Insurance other than a reference number from the contract for SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Town of Waynesville, NC Public Works Facility 129 Legion Dr. Waynesville, NC 28786	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mike Donson</i>



Norton Mountain Insurance  
a member of Legacy Risk Solutions  
150 North Main Street  
Jasper GA 30143

RE: Rhino Design Build LLC

Dear Reid,

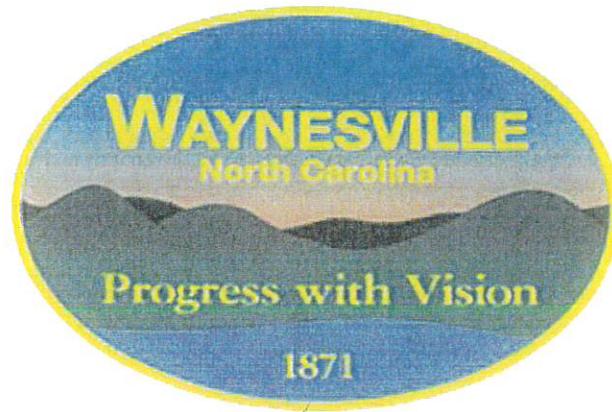
Per our conversation bond company has agreed to issue bond for project with City of Waynesville, NC in the amount up to \$600,000. Bond will be issued after bidding is accepted. Please provide specifications for said project.

Sincerely,

Mike Denson

Partner / Agent

706-692-6451



## TOWN OF WAYNESVILLE

### Request for Proposals

Town of Waynesville Public Works – Bank Stabilization

Location: Town of Waynesville – Public Works Facility

129 Legion Dr. Waynesville, NC 28786

LAT: 35.482

LONG: -82.988

### **Purpose**

The Town of Waynesville is initiating a critical infrastructure project to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

Companies shall direct any questions and inquiries or to schedule a site visit to Eli Woody, Streets Supervisor by email [ewoody1@waynesvillenv.gov](mailto:ewoody1@waynesvillenv.gov) or by phone at 828-456-3706 or Hutch Reece, Deputy Director Public Works (Operations), by email at [hreece@waynesvillenc.gov](mailto:hreece@waynesvillenc.gov) or by phone at 828-456-3706.

### **Project Overview**

The project will be constructed at the location 129 Legion Dr. Waynesville, NC 28786 (Latitude: 35.482 – Longitude: -82.988). Projects must meet Federal wage and hour guidelines as specified by FEMA.

### **Objectives**

The Town of Waynesville, North Carolina, proposes to retain a highly qualified firm to provide services to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

### **Submittal Requirements**

- **Firm Information:** Name and address of the construction company. If it is a firm, the names of officers, directors and owners.
- **Experience:** Demonstrated firm experience.
- **References:** List of client references for related projects with contact information, i.e., name, telephone number, and email address.
- **Litigation History:** Documentation of any history of litigation associated with project performance or professional liability and all matters settled out of court.
- **Certification:** A statement in which the applicant certifies that the information provided is correct under the penalties of perjury.
- **All proposals must be received in a sealed envelope clearly labeled RFP- Public Works Slope Stabilization by November 12, 2025, no later than 2:00 pm Eastern Standard Time at the contact address below:**

Town of Waynesville  
Attn: Sebrina Love, Purchasing Supervisor  
129 Legion Drive  
Waynesville, NC 28786

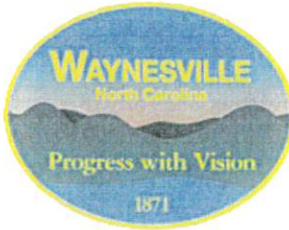
## **Evaluation Criteria**

- **Experience:** Previous task related experience
- **Quality of Work:** Previous projects will be viewed and/or customers interviewed to determine the quality of and commitment to the work provided.
- **Capacity:** The ability of the applicant to undertake and complete the project in the time frame established. Time is of the essence. The company's ability to undertake and complete the job as quickly as possible will be an essential consideration.
- **Public Sector Knowledge:** Previous experience and knowledge of current North Carolina public construction laws.
- **Professional References:** Positive performance evaluations from prior clients.
- **Timeliness:** Ability to complete the project within the defined timeframe, from the date of "Notice to Proceed". This project has a thirty-day completion date once "Notice to Proceed" has been given.

## **Selection Process**

Town of Waynesville staff will evaluate each submitted quotation to determine if the bidder has adhered to the plans and specifications and can meet the time constraints established by the Town. Upon selection, a recommendation will be made to the Town Manager and to the Town Council.

The Town of Waynesville reserves the right to reject all proposals received, as well as waive any irregularities as they see fit.



## TOWN OF WAYNESVILLE PUBLIC WORKS – BANK STABILIZATION

LOCATION: Town of Waynesville – Public Works Facility 129 Legion Dr.  
Waynesville, NC 28786

LAT: 35.482  
LONG: -82.988

### SCOPE OF WORK:

#### **Town of Waynesville – Slope Stabilization Project at 129 Legion Drive**

The Town of Waynesville is initiating a critical infrastructure project to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

In order to mitigate further soil movement, preserve public and private assets, and restore the stability of the slope, the Town has elected to implement a permanent soil nail retaining wall system with a screeded shotcrete face. This engineered solution is designed to reinforce the existing slope and ensure long-term durability against future weather events.

The scope of work associated with this stabilization effort includes, but is not limited to, the following tasks:

#### **Preliminary Testing and Design Confirmation**

- Furnish and install up to two (2) pre-production soil nails to confirm subsurface conditions and validate design parameters.
- Conduct pull-out testing of the pre-production nails in accordance with the project geotechnical engineer's specifications.

Submit test results to the Engineer of Record for final design adjustments and approval prior to full-scale installation.

### **Construction of Soil Nail Wall System**

- Excavate the existing slope as necessary to allow for a vertical face for the soil nail and shotcrete wall installation.
- Drill and install soil nails (T/30 hollow bar w/ 3.5" bit @ ~20' in depth) per the approved engineering design. Nails shall be corrosion-protected and grouted to specifications.
- Apply shotcrete facing over the exposed slope face, forming a continuous, reinforced structural skin.
- Scree and finish the shotcrete surface to meet aesthetic and functional requirements outlined in the construction documents.
- The retaining wall system will consist of two primary slope segments
- One segment measuring approximately 95 linear feet in length and 30 feet in height
- A second segment measuring approximately 60 linear feet in length and 40 feet in height
- The total wall surface area to be stabilized is approximately **5,250 square feet**.

### **Additional Responsibilities**

- Implement all necessary temporary erosion control measures during construction.
- Maintain site safety and traffic control in accordance with local regulations.
- Restore disturbed areas upon completion, including seeding or landscaping as required.

Contractors submitting bids should demonstrate experience with similar soil nail wall systems and provide references for completed work. All work must comply with applicable federal, state, and local codes, and adhere strictly to the engineering specifications and quality assurance standards provided in the project bid package.

## 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 & 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, rules, 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:
  - 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 of 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

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- 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, Underwriters' 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. S64-25 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 (MWBE):** It is the policy of the Town of Waynesville to ensure that all businesses, including MWBE'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.

## AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

**Town of Waynesville**

Affidavit of \_\_\_\_\_

(Name of Bidder)

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

I have made a good faith effort to comply under the following areas checked

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

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

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

SEAL

## AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

**Town of Waynesville**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_ contract.

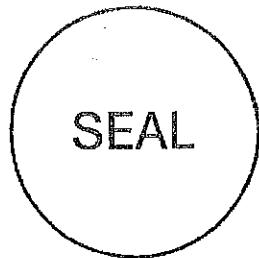
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

## TOW Proposal Scoring Matrix

This scoring matrix evaluates the three proposals (Rhino Design Build, Foundation Repair Services (FRS), and GeoSpecialties) against the Town of Waynesville RFP requirements.

**Each criterion is scored on a scale of 1-5:**

- 1 = Non-compliant / major deficiencies
- 2 = Partially compliant / significant gaps
- 3 = Mostly compliant / moderate weaknesses
- 4 = Fully compliant / minor clarifications needed
- 5 = Exceeds requirements

Evaluation Criteria	RDB	FRS	GS	Notes
Technical Compliance – Correct Geometry	5	1	2	Rhino matches RFP; FRS uses wrong size; Geo does not reference geometry.
Engineering & Design (NC PE)	5	3	5	FRS only includes engineering allowance.
Test Nails / Testing	5	5	5	All include test nails.
Erosion Control Included	5	1	1	FRS & Geo exclude; Rhino includes.
Traffic Control Included	5	1	1	Only Rhino includes.
Site Restoration	5	1	1	Only Rhino includes.
Affidavit A – Good Faith Efforts	5	1	5	FRS missing affidavits.
Affidavit B – Own Workforce	5	1	5	FRS missing affidavits.
Insurance Provided	5	5	1	GeoSpecialties insurance not included.
Bonding Provided	5	1	1	FRS & Geo do not provide bonding.
Schedule (30-Day Requirement)	3	2	2	None firmly commit; Rhino closest.
Contract Terms Alignment	3	1	1	Rhino requires minor negotiation; others have major conflicts.
Experience & References	5	4	5	All strong; Geo exceptionally strong.
Total Price vs. Scope	4	2	3	FRS price inflated due to incorrect scope; Geo low but incomplete.
Overall Responsiveness to RFP	5	1	2	Rhino only fully responsive bidder.
	70	30	40	

## **RFP Compliance Review and Proposal Analysis**

This provides a full compliance analysis of the three proposals received for the **Town of Waynesville Slope Stabilization Project**, including **Rhino Design Build, FRS**, and **GeoSpecialties**. It summarizes compliance with the RFP, identifies deficiencies, lists items exceeding requirements, and provides an award recommendation.

### **Summary of Town RFP Requirements**

- Soil nail wall and shotcrete system.
- Two segments: approximately 85 LF × 30 ft and 60 LF × 40 ft.
- Two (2) pre-production test nails.
- Full engineering design by NC-licensed PE.
- Erosion control, traffic control, and site restoration required.
- Affidavits A & B required.
- Insurance and bonding required.
- 30-day completion after Notice to Proceed.

# Proposal Analysis

## 1. Rhino Design Build

### **Compliant Items:**

- Full engineering design included.
- Two test nails included.
- Correct geometry matching RFP.
- Erosion control, traffic control, restoration included.
- Affidavits A and B included.
- Insurance and bonding provided.
- Strong references and warranty.

### **Non-Compliant Items:**

- Does not commit to strict 30-day completion.
- Contains liability-shifting clauses.

### **Exceeds Requirements:**

- Seven-year warranty.
- Detailed photographic references.

## **2. Foundation Repair Services (FRS)**

### **Compliant Items:**

- Test nails included.
- Insurance provided.

### **Non-Compliant Items:**

- Incorrect wall size (5,250 sq ft instead of ~2,250 sq ft).
- Erosion control, traffic control, and restoration excluded.
- Affidavits A & B missing.
- Bonding not included.
- Numerous exclusions conflicting with RFP.

### **Exceeds Requirements:**

- None.

### **3. GeoSpecialties**

#### **Compliant Items:**

- Engineering included.
- Two proof tests included.
- Affidavits A & B included.

#### **Non-Compliant Items:**

- Does not use RFP geometry.
- Erosion control, traffic control, restoration excluded.
- Insurance and bonding not provided.
- Multiple owner responsibility requirements conflict with RFP.
- Contract terms conflict with Town's contract language.

#### **Exceeds Requirements:**

- Strong technical experience.
- Multiple system options.

## Pricing Summary

Rhino Design Build:	\$484,260
FRS: based on incorrect square footage	\$604,873
GeoSpecialties: does not reflect RFP geometry	\$378,150

### Recommended Award: Rhino Design Build

#### Rationale:

1. Only fully compliant proposal.
2. Includes all mandatory forms, insurance, and bonding.
3. Correct wall dimensions.
4. Complete scope without exclusions.
5. Strong references and warranty.

#### Follow-Up Questions for Rhino

1. Confirm commitment to 30-day completion. (We can be flexible if needed, but always good to ask in case they become non-compliant)
2. Remove or revise liability-shifting clauses. (Important)
3. Confirm the lump-sum price is fully inclusive.
4. Confirm FEMA compliance.
5. Confirm they will handle all utilities (only aerial, I believe), access, debris removal, etc.

**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: 1/13/2026**

**SUBJECT:** Award of Construction Contract and Approval of Project Budget – Vance & Recreation Park Ballfields  
(Helene Damage Repair)

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Recreation

**Contact:** Luke Kinsland

**Presenter:** Luke Kinsland

**BRIEF SUMMARY:**

After soliciting bids for the Vance & Recreation Park Ballfields project, staff recommends awarding the construction contract to **John Burgin Construction** in the amount of **\$154,085**. This work includes field reconstruction and related improvements necessary due to damage sustained during **Hurricane Helene**.

In addition, staff requests approval of an **overall project budget of \$700,000** for the complete rebuild of the ballfields. While John Burgin Construction will perform the primary field work, the Town will **separately bid and contract fencing, lighting, bleachers, and scoreboards**. These items will be procured directly by the Town and coordinated with the contractor to ensure proper sequencing and timely completion of the project.

**MOTION FOR CONSIDERATION:**

- Motion to award the construction contract for the Vance & Recreation Park Ballfields project to John Burgin Construction in the amount of \$154,085.
- Motion to approve an overall project budget of \$700,000 for the Vance & Recreation Park Ballfields rebuild project.

**FUNDING SOURCE/IMPACT:** FEMA funds

**ATTACHMENTS:** Bid tab, John Burgin Construction Bid, Athletic Fields Project Budget

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

- This project restores critical recreational infrastructure damaged by Hurricane Helene.
- Separating specialty items from the base construction contract allows the Town to competitively bid each component and better manage scheduling and costs.
- Staff will oversee coordination between contractors to minimize delays and ensure quality completion.

# Athletic Fields Project – Internal Budget Breakdown (UPDATED)

*(Lighting retained; value-engineered amenities)*

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## Vance Park – Adult Field

Category	Description	Amount
Field Work	Contractor bid – adult field portion (pending split)	\$77,000
Lighting – Fixtures & Hardware	Musco lighting system	\$147,000
Lighting – Installation Allowance	Pole tilt, aiming, electrician	\$35,000
<b>Scoreboard (Revised)</b>	Adult softball scoreboard (budget LED unit)	<b>\$7,500</b>
Fencing	6-ft fencing at grade, dugout-to-outfield	\$45,000
Safety Netting	Outfield netting only (phased)	\$10,000
Bleachers	(2) five-tier aluminum bleachers (Sourcewell)	\$40,000
<b>Subtotal (Vance)</b>		<b>\$361,500</b>
Contingency	Site conditions, coordination	\$25,000
<b>Vance Park Total</b>		<b>\$386,500</b>

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## Recreation Park – Youth Field

Category	Description	Amount
Field Work	Contractor bid – youth field portion (pending split)	\$77,085
Lighting – Fixtures & Hardware	Musco lighting system	\$80,000
Lighting – Installation Allowance	Pole tilt, electrician	\$25,000
Scoreboard	Youth field scoreboard (Sourcewell)	\$12,000
Fencing	Youth field fencing (known cost)	\$35,000
Bleachers	(2) smaller aluminum bleachers (Sourcewell)	\$30,000
<b>Subtotal (Rec Park)</b>		<b>\$259,085</b>
Contingency	Site conditions, coordination	\$25,000
<b>Recreation Park Total</b>		<b>\$284,085</b>

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## PROJECT TOTAL SUMMARY

<b>Item</b>	<b>Amount</b>
Vance Park Total	\$386,500
Recreation Park Total	\$284,085
<b>Internal Planning Total</b>	<b>\$670,585</b>
<b>Rounded Internal Analysis Budget</b>	<b>\$675,000</b>
<b>Recommended Not-to-Exceed Authorization</b>	<b>\$700,000</b>

**BID TABULATION**  
**VANCE FIELD/RECREATION PARK BALLFIELD RESTORATION**  
**DAMAGE FROM HELENE**

12/18/2025

3:00 PM

BIDDER	VANCE BID	REC PARK BID	TOTAL
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John Burgin	\$154,085
G.H. Graining	\$224,557
R.C.F Construction	\$226,368
Enterprises Co.	\$233,000
Pinam	\$355,969.81
Cherokee Enterprises	\$233,480

**John Burgin Construction LLC**

466 Hazelwood Ave  
Waynesville, NC 28786  
NCGCL# 59565  
828-734-6521

**Firm information**

Owner, John Burgin 828-734-6521

Project Manager John Frances 828-558-1321

North Carolina license Board For General Contractors number  
59565 unlimited unclassified building contractor

North Carolina license inboard for plumbing, and heating license number  
18670

**Experience**

40 years commercial construction

**Project History,**

Haywood County Board of Education

Mountain credit Union, Franklin

Haywood Family Eye, Waynesville

Red fox Restaurant, Waynesville

Franklin Fire and Rescue

Pisagh High School Field repairs

**References**

Odell Thompson 828-586-8686

Architect

Sylva NC

Scott Donald 828-508-5900

Architect

Asheville NC

Danny Wingate 828-734-6787

Supplier

Haywood Builders Supply

Ragan McBride 828-283-0282

Owner, Haywood family eye

No Litigation on any Projects

Information provided here is true under the penalties of perjury

Evaluation Criteria

John Burgin construction is prepared to start the project as soon as a notice to proceed is issued and permits are issued by the local jurisdiction.

JBC is also prepared to complete the project to the advertised scope of work

All efforts will be made to complete work for the current softball and T ball season

All project costs anticipated are included in this proposal.

Thanks for the opportunity on this project



12/18/25

John Burgin.

## State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Haywood

(Name of Bidder)

Affidavit of Terry Burbin Contractors LLC

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)**

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12/18/25 Name of Authorized Officer: Terry Burbin

Signature: Terry Burbin

Title: Owner



State of North Carolina County of Haywood

Subscribed and sworn to before me this 18th day of December 2025

Notary Public Terry J. Messer

My commission expires 12/29/29

**Deleted:** of North Carolina,

## **Identification of Minority Business Participation**

Torres Building Construction LLC

**(Name of Bidder)**

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

**Firm Name, Address and Phone #**

### Work type

**\*Minority Category**

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) — 0 —

	Item	Notes	
Div. 1 General Conditions			
10	Permits	Town of Waynesville	INC
20	Builders Risk Insurance	By owner if needed	INC
40	Sanitary facility	Based on length of construction	INC
50	Temporary Power	By owner	INC
80	Mobilization	Equipment to project	INC
90	Supervision	Project supervision, labor burden, worker comp.	INC
100	Dumpster and Tipping Fees	Remove soil to TOW landfill	INC
120	Rental Equipment	As needed	INC
130	Temp HVAC	None	INC
145	Bond	Not included	Not Inc
150	Final Cleaning	Based on sq.ft	INC
Div. 31 Sitework			
200	Grading	Per Info on RFP Dated 12-1-25	<i>See Attached</i> INC
210	Erosion Control	As needed	INC
Div. 4 Masonry			
450	Backstop wall and 2 Dugouts	8 " block	INC
Div. 10 Specialties			
1040	Bases and Pitching Bar	Allowance \$1500	Inc
1050	16 Foot Backstop fence	Per spec	Inc
Cost			
Overhead and profit			
Grand Total			\$154,085.00

Thanks for  
opportunity

JB

# Attachment 1

PROPOSAL

12/18/2025

Parker Excavating Inc

62 Parker Farm Rd

Cullowhee, NC 28723

(828)293-7815 office

[pecontractor@aol.com](mailto:pecontractor@aol.com)

John Burgin Construction

555 Knollwood Dr.

Waynesville, NC 28786

## **RE: Town of Waynesville: Renovation and Restoration of Ball Fields**

### **A. Vance Street Park Field**

1. Mobilization
2. Remove Infield Flood Debris: 4 ea.
3. Grade Checking
4. Bury Existing Conduit
5. Fill Infield Area to drain
6. #57 Stone Area
7. Fill Infield to 1% Slope
8. 90 tons Imported field mix
9. Remove Right Field Flood Debris
10. Reseed and straw mulch right field area
11. Final Grading

~~Sub-Total = \$35,680~~

### **B. Recreation Park Field**

1. Mobilization
2. Strip and Remove Sod From Infield

3. Strip and Remove Sod Behind Fence
4. Grade Checking
5. #357 Stone Area
6. 45 tons Imported Field Mix
7. Excess Material Haul to Town Property
8. Final Grading

Acceptance Signature \_\_\_\_\_ DATE \_\_\_\_\_

[REDACTED]

[REDACTED]

**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: 1/13/2026**

**SUBJECT:** Establishment of Project Budget – Dog Park Project

**AGENDA INFORMATION:**

**Agenda Location: New Business**

**Item Number:**

**Department:** Recreation

**Contact:** Luke Kinsland

**Presenter:** Luke Kinsland

**BRIEF SUMMARY:**

Staff requests approval to establish an overall project budget of **\$430,741** for the Town's Dog Park project. This budget is based on **CDC's construction cost estimate** and includes additional project elements identified during planning to ensure a complete, functional, and durable facility. These elements include site construction, fencing, lighting, landscaping, shade structures, and park amenities necessary to support the size and intended use of the dog park.

**MOTION FOR CONSIDERATION:**

Establish an overall project budget of **\$430,741** for the Dog Park project.

**FUNDING SOURCE/IMPACT:** FEMA funds

**ATTACHMENTS:** Project itemized budget, CDC estimate

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

- The proposed budget reflects current construction pricing and incorporates all major components required for a fully functional dog park.
- The budget accounts for:
  - Site preparation and dog park construction per CDC's estimate
  - Perimeter fencing and gates
  - Seven (7) light poles with fixtures and electrical installation to provide safe evening use
  - Landscaping, including shade trees and plantings
  - Benches and shade structures to improve user comfort

- Several components are carried as allowances to provide flexibility during procurement and help manage costs.
- The budget reflects the scale of the facility and ensures the park is constructed to meet long-term durability, safety, and public use expectations.



NCBELS LICENSE #: C-2184

NEW WAYNESVILLE DOG PARK

11/25/2025

**PRELIMINARY COST ESTIMATE  
NEW WAYNESVILLE DOG PARK**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
<b>SITE, GRADING, &amp; PAVING</b>					
1	Mobilization/General Requirements	LS	1	\$6,425	\$6,425
2	Clearing and Grubbing	AC	1.0	\$5,000	\$5,000
3	Grading (Import)	CY	489	\$27	\$13,203
4	Demolition	LS	1	\$16,955	\$16,955
5	Striping and Signage	LS	1	\$5,000	\$5,000
6	Landscape Allowance	LS	1	\$15,000	\$15,000
7	8" ABC Stone	SY	860	\$20	\$17,200
8	6" Reinforce Concrete Pavement	SY	40	\$110	\$4,400
9	18" Curb and Gutter	LF	150	\$23	\$3,450
10	Mulched Park Area	SY	2,800	\$10	\$28,000
11	Wheelstops	EA	16	\$110	\$1,760
12	Erosion Control	LS	1	\$20,000	\$20,000
				<b>SUBTOTAL</b>	<b>\$136,393</b>
<b>STORM DRAINAGE</b>					
13	4" Washed Stone Subsurface Base	SY	2,800	\$20	\$56,000
14	8" Subsurface Storm Drain	LF	330	\$30	\$9,900
15	18" HDPE Storm Pipe	LF	60	\$55	\$3,300
16	Permanent Ditch	LF	300	\$8	\$2,400
17	Storm Structure	EA	1	\$4,000	\$4,000
18	Flared End Section with Rip Rap	EA	3	\$1,200	\$3,600
				<b>SUBTOTAL</b>	<b>\$79,200</b>
<b>WATER LINE</b>					
19	Water Service	EA	2	\$2,500	\$5,000
				<b>SUBTOTAL</b>	<b>\$5,000</b>
<b>SUBTOTAL</b>					
<b>CONTINGENCY (25%)</b>					
<b>TOTAL</b>					
<b>NOTES:</b>					
1. This estimate is based off of the CDC bulletin: "NEW WAYNESVILLE DOG PARK PRELIM DESIGN BULLETIN - NOVEMBER 2025"; estimate costs listed were established on the date as noted above . Due to cost variations over time, this estimate is only valid for 30 days past the estimate date.					
2. The ENGINEER maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The estimates herein for project and construction costs represent the ENGINEER'S best judgment, and are based on his experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The ENGINEER does not guarantee the accuracy of the cost estimates, which may vary from bids or actual project and construction costs.					
3. Soft Costs (ie. Engineering, Surveying, Legal, and Development Fees) are not included in the above estimate.					
4. Asbestos survey and abatement costs (if necessary) are not included in the above estimate.					
5. Dry utility costs (removal, relocation, coordination, new services, etc) are not included in this estimate.					
6. Utility and storm line quantities stop 5' from edge of buildings.					
7. Proposed Fencing, Site Lighting, Shade Canopies, and Other Dog Park Accessories are considered additional future work.					

# Waynesville Dog Park – Project Budget (Internal Analysis)

## Base Construction (Engineer's Estimate)

Category	Description	Cost
Site, Grading & Paving	Clearing, grading, stone, concrete, curbing, mulch, erosion control, landscape allowance for trees.	\$136,393
Storm Drainage	Subsurface stone base, pipes, structures, ditching	\$79,200
Water Line	Water service	\$5,000
<b>Base Construction</b>		<b>\$220,593</b>
<b>Subtotal</b>		
Contingency (25%)	Included in engineer's estimate	\$55,148
<b>Engineer's Estimated</b>		<b>\$275,741</b>
<b>Total</b>		

## Added Project Elements (Not Included in Engineer's Estimate)

Category	Description	Planning Cost
Dog Park Fencing	~686 LF, 6' fencing, gates & hardware	\$40,000
Site Lighting	7 downlit fixtures, poles, installation (Sourcewell / State contract)	\$60,000
Park Benches	2 benches, already have 4 recovered from flood	\$3,000
Shade Structures	Six (6) shade structures to be purchased via Sourcewell and installed under a separate contract.	\$27,000
Owner's Contingency	Additional flexibility for bids, materials, site conditions	\$25,000
<b>Added Elements</b>		<b>\$155,000</b>
<b>Subtotal</b>		

## Total Dog Park Project Budget

Budget Level	Amount
Base Engineer Estimate	\$275,741
Added Elements	\$155,000
<b>Total Project Budget</b>	<b>\$430,741</b>

## Projected Cash Flow (Grant Clarification)

### Total Project Cost

**Total Dog Park Project Budget: \$430,741**

---

## Funding Sources & Reimbursement Structure

### NC PARTF (Helene) Grant – Pending

- **Grant Structure:** 1:1 match, reimbursement up to 50% of eligible project expenses
- **Town Match Earmarked:** \$175,000
- **Maximum PARTF Reimbursement:** Up to \$175,000
- **Maximum PARTF-Eligible Project Portion:** \$350,000

*Reimbursement is based on actual eligible expenses incurred and paid by the Town, not to exceed 50% of total eligible costs.*

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### TDA Grant – Awarded

- **Confirmed Funding:** \$30,000
- **Applied Toward:** Lighting, benches, and shade structures

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## Projected Net Town Cost (After Grants)

Description	Amount
Total Project Budget	\$430,741
Less: PARTF Reimbursement (up to 50%) (\$175,000)	
Less: TDA Grant	(\$30,000)
<b>Estimated Net Town Investment</b>	<b>\$225,741</b>

**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date January 13, 2026**

**SUBJECT:** Comprehensive Pay and Classification Study: Phase One Public Safety

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Human Resources/Administration

**Contact:** Page McCurry

**Presenter:** Page McCurry

**BRIEF SUMMARY:** To consider a Memorandum of Agreement between the North Carolina League of Municipalities (“League”) and the Town of Waynesville (“Town”) for a comprehensive pay and classification study administered over a two-year cycle and a recommendations for updates to the Town’s personnel policy to reflect current laws, regulations, and best HR practices.

**MOTION FOR CONSIDERATION:** Motion to approve the Memorandum of Agreement with the North Carolina League of Municipalities, and its subcontractor The MAPS Group, to conduct a comprehensive Public Safety Classification and Pay Study and a review of the Personnel Policy, for a total fee of \$16,400.00 plus estimated expenses.

**FUNDING SOURCE/IMPACT:**

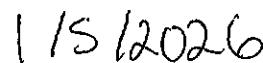
\$2,000- Fire Prof. Services

\$1,000- Police Prof Services

\$13,400- Admin



Ian Barrett, Finance Director



Date

**ATTACHMENT:**

1. Memorandum of Agreement
2. Summary of the Proposal

**MANAGER'S COMMENTS:**

November 30, 2025

Ms. Page McCurry  
Human Resources Director  
Town of Waynesville  
16 S. Main Street  
PO Box 100  
Waynesville, NC 28786

Dear Page:

We are pleased to be able to offer the enclosed Memorandum of Agreement to the Town of Waynesville to perform the specified personnel services as described herein.

This contract will be performed through an agreement between the North Carolina League of Municipalities and the MAPS Group. This private consulting firm consists of former and current practicing human resource and management professionals in the public sector who specialize in human resource and general management. They are, or have been, employed in HR and management positions at the state and municipal level of government and undertake consulting assignments for the North Carolina League of Municipalities.

I will have overall responsibility for this project to determine that all contractual obligations of this study are successfully met.

If you have any questions, or need clarification on any item contained within our Memorandum of Agreement, please contact me at the League Office.

Sincerely,

Lou Bunch  
Human Resources Consultant

cc: The MAPS Group

MEMORANDUM OF AGREEMENT  
HUMAN RESOURCE MANAGEMENT SERVICE  
TOWN OF WAYNESVILLE

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the North Carolina League of Municipalities, an unincorporated association, hereinafter called "League", and the Town of Waynesville, an incorporated municipality hereinafter called "Town."

WITNESSETH

In consideration of the amounts of money hereinafter agreed to be paid, and in consideration of the other conditions hereinafter agreed to by the Town of Waynesville, the League offers to perform the following services:

**Scope of Services.** The League agrees to provide through its subcontractor The MAPS Group the services described and set forth in Attachment "A", Scope of Services, which is incorporated into and made a part of the Memorandum of Agreement by reference.

**Time for Performance.** The time for performance will be approximately three months. The contract can begin in January 2026 or at a time mutually agreed upon between The MAPS Group and the Town.

**Cost.** The fee for the proposed work is \$16,400.00. In addition, the Town will be billed for actual itemized expenses for mileage, meals, lodging, printing and supplies and actual travel time at \$25.00 per hour (estimated at around \$2000.00).

In consideration of the services performed by the League, the Town agrees to abide by and perform the following:

The MAPS Group will bill the Town for one payment of \$4400 at the beginning of the study, a second progress payment of the same amount when interviews are completed, a third progress payment of the same amount when the draft report is submitted, and a final payment of the same amount plus actual itemized expenses and travel time when the study is completed. The Town agrees to remit payment to The MAPS Group upon receipt of each of the statements referred to above.

**Execution.** If this Memorandum of Agreement is not executed and returned to the League Office within thirty (30) days from the submission date, the time frame for performance may have to be renegotiated.

**E-verify.** The MAPS Group certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**Iran Divestment Act Certification.** As of the date of this Agreement, The MAPS Group certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that The MAPS Group will not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County.

If the terms of this contract are acceptable, please sign two (2) copies and return one to the League office.

SUBMITTED BY:

NORTH CAROLINA LEAGUE OF  
MUNICIPALITIES

ACCEPTED BY:

TOWN OF WAYNESVILLE

Lou Bunch  
Human Resources Consultant

\_\_\_\_\_  
Name

\_\_\_\_\_  
Submission Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT "A"**

**SCOPE OF SERVICES**

**HUMAN RESOURCES STUDY**

## SCOPE OF SERVICES

### Objectives of Study

The primary purpose of this study is to conduct a comprehensive pay and classification study for the Town of Waynesville public safety positions as the first of a two year cycle that will eventually extend to all Town positions. The proposal includes the following work study objectives:

- To study and evaluate all positions in the occupational group covered by the NCLGERS within the Town for the purpose of determining the proper position classification and salary for each employee.
- To conduct a comprehensive salary survey of appropriate public and private sector organizations to determine that the Town's salaries, benefits and wages are competitive within the applicable job market.
- To prepare or update class specifications for each position class based upon current job duties and requirements, outlining appropriate ADA information.
- To prepare a pay plan for the Town as required to maintain a competitive system of salaries and wages.
- To identify those classes of positions that are "exempt" and "non-exempt" in compliance with the Fair Labor Standards Act (F.L.S.A.) of 1983 as amended in 1985.
- To review and make recommendations concerning the effectiveness of the Town's overall compensation system including compression issues.

The second purpose of the study is to provide an updated personnel policy that reflects most recent laws, court cases, regulations and best HR practices.

### Study Work Components

#### **A. Preparation of the Classification and Pay Plan**

1. Conduct a comprehensive review of the Town's Personnel system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related Personnel components.
2. Conduct a meeting with Town Manager and relevant department heads to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discuss the appropriate labor market for surveying salary data and the project schedule.
3. Conduct orientation sessions with employees to cover the purposes and process of the study. These meetings help establish realistic expectations with employees and reduce mis-information. The meetings will cover:

- \* purposes of the study;
- \* steps in conducting the study;
- \* study methodology;
- \* what the study will and will not cover; and
- \* answer any questions

4. Survey covered existing employee positions. This task will involve a review of the completed questionnaires, interviews with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the desk audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.
5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:
  - \* Difficulty, complexity, and variety of work
  - \* Education and experience requirements of the job
  - \* Nature and extent of public contact
  - \* Physical effort and hazards; and
  - \* Supervision given and received.

## **B. Development of the Pay Plan**

1. A survey of salary plans will be performed utilizing public sector jurisdictions and other organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the Town in consultation with The MAPS Group. The salary survey will request hiring and maximum salaries for each position surveyed.
2. A comprehensive analysis of the salary survey will be prepared.
3. Following analyses of all inputs considered previously in Study Components A and B, all classes of posi

## **C. Preparation of the Employee Allocation List**

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed classification, present salary grade, proposed salary grade, recommended salary, and proposed increase amount (if applicable).
2. Costs for implementation options of the plan will be provided. Up to three optional implementation strategies will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

If more than three options are needed, there will be an additional charge of \$250 per additional option.

### **Personnel Policy Review**

The MAPS Group will review and make recommendations for updating the Town's personnel policy to be consistent with modern and effective human resource management and current laws and regulations. The personnel policy is reviewed for policy versus procedural language and is recommended to meet a balance of providing guidance without including unnecessarily restrictive or detailed procedures. If needed, a new policy will be provided.

### **FLSA Status**

As part of this study, the MAPS Group will identify and recommend positions that the Town may consider Exempt from the Wage and Hour Provisions of the Fair Labor Standards Act.

### **Communication with the Town**

During the study, MAPS principals will be available to Town management to clarify any steps, current stage of the study, or other issues related to the study by phone and email. In addition, while MAPS principals are on site for orientation and/or interviews, personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make one visit to discuss management reactions to the study prior to finalizing it. After the draft review, the MAPS Group will make a presentation to the Town Council and then return once more to respond for discussion and questions with the Council. Any additional trips will require additional fees.

### **Involvement of Town Staff**

Town staff members will be required to complete position description questionnaires for each position, prepare organization charts, participate in interviews if selected (all department directors and supervisors and one employee with each set of job duties will be interviewed), provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade, date of hire, date of entry to current position, and current annual salary. These last components are needed for calculating the costs of implementation options.

### **Results of the Study**

The study will result in the publication and delivery to the Town of the report to include the narrative summary, classification plan, class specifications, compensation plan, salary data, and implementation costs as well as benefits survey and personnel policy recommendations. The MAPS representative will formally present the study to the Town Council and be available to respond to questions.

### **Plan Maintenance**

Once the study is complete and implemented, the MAPS Group will provide assistance to Town staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed.

In addition, the MAPS Group will provide the Town with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the Town with a digital copy of all class specifications and policies.

### **Project Staff**

The project staff will include either Rebecca L. Veazey and Erika Phillips. Additional team members will be subject to approval by the Town.

**VITA**  
**REBECCA L. VEAZEY**

**BORN:** Durham County, North Carolina

**EDUCATION:**

Southern High School, Durham, N. C.  
B. A. Speech and Education - University of North Carolina at Chapel Hill  
M. P. A. - University of North Carolina at Chapel Hill  
Municipal Administration Course, Institute of Government  
Group Facilitation and Consultation Course, Institute of Government

**CAREER PROGRESSION:**

President, The MAPS Group (Management and Personnel Services) - a consulting group providing personnel, organization development, training, and management services for local governments, 1995 to present  
Principal, the MAPS Group  
Human Resources Director, Durham County  
Director of Personnel, Town of Cary (Cary's first Personnel Director)  
Personnel Officer, Town of Chapel Hill  
Training Specialist, Town of Greensboro

**PROFESSIONAL ACTIVITIES:**

International Personnel Management Association (IPMA). Lifetime Achievement Award 2010. Active in N. C. Chapter including serving as Treasurer, on program committee for state chapter for three years, on Regional program committee one year, and chairperson of Finance Strategic Planning Committee.  
Organization of Municipal Personnel Officers (OMPO), Life Member Award, Board Member, President, and Immediate Past President.  
North Carolina League of Municipalities, Board of Directors, 1985-1987.  
American Society for Training and Development, Triangle Chapter member.  
Facilitation and Organization Development Group, (FODG) founding member  
Systems Thinking in Government Group

**COMMUNITY AND OTHER ACTIVITIES:**

U. N. C. General Alumni Association, Board of Directors  
U. N. C. Master of Public Administration Alumni Association, Past President  
Local Government Employees Federal Credit Union, founding member, Loan Committee Chairperson, and member of the Board of Directors  
United Way Campaign Chair, Durham County and Town of Cary

**EXPERIENCE:**

Conducting classification and pay studies for municipalities, counties, councils of governments, housing authorities, and other non-profit organizations.

Facilitating/leading the development and implementation of performance management, compensation philosophy and performance pay programs as both an internal and external consultant.

Experience (continued)

Serving as facilitator at strategic planning and team building retreats for staffs, boards, and elected officials. Also, providing on-going developmental facilitation to assist an organization with team building; organization development; planned change; development of mission, vision, and values; development of compensation philosophies; leadership development; or other issues.

Developing and conducting management and supervisory training on a variety of topics including leadership, coaching and feedback, conducting performance reviews, principles of supervision, communications skills, motivation techniques, legal issues in supervision, hiring the right person, effective grievance and disciplinary actions administration, conflict resolution, facilitation skills, and a number of other topics. This includes designing and updating materials and teaching and coordinating the School of Government's comprehensive Effective Supervisory Management Program since 2002.

Administering assessment instruments and providing interpretation and feedback or training; instruments include EQ-I (Emotional Intelligence Quotient), Myers Briggs, Human Patterns, Styles of Management Inventory, Johari Window (Personnel Relations Inventory), Leadership Profile System, Ego State Assessment, FIRO B, etc.

Developing and conducting assessment centers and serving as an assessor for the purpose of selection, promotion, succession planning, and professional development.

Conducting recruitment and selection processes focused on assessing management excellence in candidates.

Establishing and revising policies and programs on a variety of personnel topics including writing personnel policies, establishing recruitment and selection procedures, developing performance review forms and procedures, and problem-solving employee relations issues and grievances.

Speaking on a variety of personnel and management topics at the School of Government, NCLM Convention, IPMA (international and state conferences), Area Health Education Centers, parks and recreation conferences, and for other groups.

Teaching personnel administration course to students in the MPA Program at UNC-G and in a six weeks seminar at NCSU, and teaching a seminar on facilitation skills to students in the MPA Program at UNC.

## **EXAMPLES OF CLIENTS ON CONSULTANT PROJECTS:**

### **Municipalities:**

Atlantic Beach  
Archer Lodge  
Bald Head Island  
Banner Elk  
Beaufort  
Belhaven  
Blowing Rock  
Boiling Spring Lakes  
Butner  
Carthage  
Charlotte  
Clayton  
Clinton  
Concord  
Duck  
Dunn  
Edenton  
Elon  
Farmville  
Gibsonville  
Havelock  
Henderson  
Hertford  
Holden Beach  
Hudson  
Louisburg  
Lowell  
Lumberton  
Maggie Valley  
Matthews  
Maysville  
Morganton  
Nags Head  
Ocean Isle Beach  
Pikeville  
Raeford  
Red Springs  
Roanoke Rapids  
Salisbury  
Saluda  
Selma  
Sharpsburg  
Smithfield  
Spindale  
Spruce Pine  
Sylva  
Topsail Beach  
Wallace  
Weldon

Williamston  
Winterville

### **Counties:**

Beaufort  
Caldwell  
Caswell  
Cherokee  
Clay  
Gates  
Granville  
Greene  
Madison  
Martin  
Mitchell  
Northampton  
Perquimans  
Rutherford  
Scotland  
Tyrrell  
Wake County Sheriff=s Office  
Yancey

### **Councils of Government:**

Albemarle Commission  
Centralina Council of Governments  
Isothermal Planning and Development  
Kerr Tar Council of Governments  
Land of Sky  
Triangle J Council of Governments  
Western Piedmont COG

### **Housing Authorities:**

Benson  
Mount Airy  
North Wilkesboro  
Smithfield

### **Other Nonprofit/Governmental Agencies:**

Contentnea Metropolitan Sewerage District  
Davidson Water  
School of Government  
Maggie Valley Sanitary District  
North Carolina League of Municipalities  
Raleigh Durham International Airport  
Toe River Health District  
Tuckaseigee Water and Sewer Authority  
Wayne Water Districts

## **Summary of the Proposal**

This document is a Memorandum of Agreement (MOA) between the North Carolina League of Municipalities ("League") and the Town of Waynesville ("Town") for a Human Resource Management Service, which will be performed through the League's subcontractor, The MAPS Group.

### **Key Project Details**

**Service Provider:** North Carolina League of Municipalities, using The MAPS Group (a private consulting firm).

**Recipient:** Town of Waynesville.

**Purpose:** To conduct a comprehensive pay and classification study for the **public safety positions** as the first of a two-year cycle, and to provide an updated personnel policy.

**Time for Performance:** Approximately **three months**.

**Start Date:** Can begin in **January 2026** or a mutually agreed-upon time.

**Total Fee:** **\$16,400.00**, plus estimated actual itemized expenses and travel time (estimated at around \$2,000.00).

### **Payment Schedule**

The MAPS Group will bill the Town in **four payments of \$4,400.00** each:

**Payment 1:** At the beginning of the study.

**Payment 2 (Progress Payment):** When interviews are completed.

**Payment 3 (Progress Payment):** When the draft report is submitted.

**Final Payment:** When the study is completed, plus actual itemized expenses and travel time.

### **Scope of Services (Attachment "A")**

The study has two primary purposes:

#### **Classification and Pay Study for Public Safety Positions:**

- Evaluate all covered positions to determine proper classification and salary.
- Conduct a comprehensive salary survey to ensure competitive wages and benefits.
- Prepare or update class specifications (job descriptions).
- Prepare a competitive pay plan and identify FLSA exempt/non-exempt positions.

- Review and make recommendations on the overall compensation system, including compression issues.

## 2. Personnel Policy Review:

- Review and make recommendations for updating the Town's personnel policy to reflect current laws, regulations, and best HR practices.

### **Project Staff**

The project staff will include either **Rebecca L. Veazey** or **Erika Phillips**. Both have extensive experience in human resources consulting and management for local governments.

### **Town Staff Involvement**

Town staff are required to:

- Complete position description questionnaires.
- Prepare organization charts.
- Participate in interviews (all department directors, supervisors, and representative employees).
- Provide current employee data, including salary, classification, grade, and dates of hire/entry into the current position.

### **Deliverables and Results**

The study will result in a report that includes:

- A narrative summary.
- The classification plan and class specifications.
- The compensation plan and salary data.
- Implementation costs (up to three optional strategies provided, with additional options costing \$250 each).
- Benefits survey and personnel policy recommendations