

Town of Waynesville, NC

Town Council Regular Meeting

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

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

The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
Click on "Government/Mayor & Council" to download materials for Town Council meetings.

Consider the environment ♦ Conserve resources ♦ Print only when necessary

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

(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER – Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. Approve June 23rd, 2026 Regular Meeting Minutes
 - b. Call for a Public Hearing for August 25, 2026, to consider a request for annexation for the 0.59-ac property at 1221 Dellwood Road, Waynesville, NC 28786 (PIN 8616-49-2973).
 - c. Electronic Office Contract Adjustments
 - d. Appointment of Jason Tankersly to the Environmental Sustainability Board
 - e. Renewal of Forest Steward's Contract to Manage Watershed
 - f. Appointment of Luke Knudson to the Historic Preservation Commission
 - g. Comprehensive Pay and Classification Study: Phase Two – Remaining Positions & Part-time Positions
 - h. Approval of Revised FY 2026–2027 Parks & Recreation Department Fee Schedule
 - i. Salamander Scavenger Hunt on Main Street RFP
 - j. Approval of the Addendum for Phase 2 of the Contract with SAM Managed Geospatial Services to continue the Town of Waynesville Comprehensive Stormwater Infrastructure Mapping project.
 - k. Budget Amendment for the Waynesville Public Art Commission
 - l. Consideration of Position Reclassification – Part-Time Wastewater Treatment Plant Operator to Part-Time Laboratory Technician
 - m. Sanctuary Drive Culvert Contract

n. Apple Harvest Festival Special Event Permit

Motion: To approve the consent agenda as presented

E. PRESENTATION

3. Firefighter Hiring Recognition

- Fire Chief Chris Mehaffey

4. Placer.ai report

- Beth Gilmore, Executive Director of the Downtown Waynesville Commission

F. NEW BUSINESS

5. Lead Service Line Inventory Project Funding Acceptance and consultant Selection.

- Laura Yonkers, Deputy Director of Public Works-Sustainability, and Cody Stiles, Water Treatment Plant Superintendent

Motion: Approve acceptance of the funding offer from the North Carolina Division of Water Infrastructure through the State Revolving Fund Lead Service Line Replacement Program for the Waynesville Lead Service Line Inventory Project, and authorize the Town Manager to execute all documents necessary to secure and administer the funding as well as continue its partnership with 120Water to provide the predictive modeling, database management, and service line identification services needed to maintain compliance with state and federal Lead and Copper Rule requirements.

6. Social District Maps and Signs

- Jesse Fowler, Deputy Town Manager

Motion: Motion to approve for distribution and installation the Town's new social district maps, decal signage, and pole mounted signs.

7. Schedule an interview for ZBA applicant

- Candace Poolton, Town Clerk/Assistant to the Manager/PIO

G. COMMUNICATION FROM STAFF

8. Manager's Report

- Interim Town Manager, Rick Howell

9. Town Attorney's Report

- Town Attorney, Martha Bradley

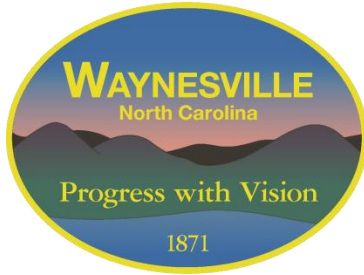
TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

July 28, 2026

- 3 -

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

2026 CALENDAR

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

2026	
Friday August 7	Mountain Street Dance 6:30-9pm and First Friday 5-8pm
Tues. August 11	Town Council Meeting – Regular Session
Tues, August 25	Town Council Meeting – Regular Session
Tues, September 8	Town Council Meeting – Regular Session
Tues. September 22	Town Council Meeting – Regular Session
Sat. October 10	Church Street Art and Craft show 10am-5pm
Tues. October 13	Town Council Meeting – Regular Session
Tues. October 27	Town Council Meeting – Regular Session
Saturday October 31	Treats on the Street-5-7pm
Tues. November 10	Town Council Meeting – Regular Session
Tues. November 24	Town Council Meeting – Regular Session
Sat. December 5	Christmas Tree Lighting 5pm
Mon. December 7	Waynesville Christmas Parade 6-7pm
Tues. December 8	Town Council Meeting – Regular Session
Sat. December 12	A Smoky Mountain Christmas 6-9pm

Board and Commission Meetings – July 2026

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

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
June 23, 2026

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, June 23, 2026, 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 6:02 pm with the following members present:

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

The following staff members were present:

Page McCurry, Interim Town Manager
Jesse Fowler, Deputy Town Manager
Martha Bradley, Town Attorney
Candace Poolton, Town Clerk/Assistant to the Manager
Olga Grooman, Assistant Development Services Director
Hutch Reece, Deputy Director of Operations
Luara Yonkers, Deputy Director of Sustainability
Ian Barrett, Finance Director
Police Chief David Adams
Assistant Police Chief Josh Schick
Fire Chief Chris Mehaffey
Assistant Fire Chief Cody Parton
Luke Kinsland, Recreation Director

The following members of the media were present:

Paul Nielsen, The Mountaineer

Others Present: Quorum of DWC Members-no action taken

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that there will be a Mountain Street Dance this Friday, Town offices will be closed July 3rd, and there will be the Stars and Stripes Parade on July 4th. He said the July 14th meeting will most likely be cancelled. Councilmember Sutton reminded everyone of the Pride Parade on Saturday.

B. PUBLIC COMMENT

Steve Metzger- Mr. Metzger said he owns several businesses downtown and he thanked the Waynesville Police Department for their quick response to diffusing the homeless people that have been occupying the park on Depot and Main Street. He added that the northern part of town needs more loading zones. Mayor Caldwell requested that staff look into adding additional loading zones on North Main Street.

Julia Buckner- Ms. Buckner thanked Council for approving HayCo Pride to place the Pride flags on Main Street. She also thanked the Police and Fire Departments for keeping the Pride event and community safe. She finally thanked staff for their continued professionalism.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to remove item 7, "Lead Service Line Inventory Project Funding Acceptance and Authorization" from the agenda, and to move item 5, "Adoption of Fiscal Year 2027 Budget" to the end of the meeting. The motion passed unanimously.

D. CONSENT AGENDA

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

2.
 - a. Motion to approve the June 8th, 2026 Budget Workshop Continued Meeting Minutes.
 - b. Motion to approve the June 9th, 2026 Regular Meeting Minutes.
 - c. Motion to call for a Public Hearing for August 25, 2026, to consider text amendments related to floodplain regulations, Land Development Standards (LDS) sections 12.3 and 17.5.
 - d. Motion to approve the Budget Amendment for the Fire Department HVAC Repair.
 - e. Motion to approve the Budget to allow the MPS architects to complete the Preliminary Architecture Report.
 - f. Motion to approve the Resolution of Support for Haywood Waterways Association as presented.
 - g. Motion to approve the Hazelwood Back to School Bash Special Event Permit.
 - h. Motion to approve the Hazelwood Block Party Special Event Permit.

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

E. PROCLAMATION

3. Pride Month Proclamation
 - Councilmember Anthony Sutton

Councilmember Sutton read the proclamation proclaiming June 2026 as LGBTQ+ Pride Month.

F. PRESENTATION

4. Recreation Advisory Commission Update – Haywood County Recreation Funding
 - Dan Schultz, Recreation Advisory Commission Member

Mr. Dan Schultz thanked Council for their support during the February meeting where the Recreation Advisory Commission (RAC) requested that Council joins them in requesting additional funding from Haywood County for the recreational facilities in Waynesville. He reminded them that over 60% of County residents use the recreation facilities, but Town residents pay 100% of the taxes to support those facilities. Mr. Schultz said the RAC plans to formally present the request to the Haywood County Board of Commissioners in September. Mr. Schultz said he has reached out to the Haywood County Recreation Advisory Commission, and they plan on meeting to discuss the proposed funding. He said while the goal is to present to the Commissioners in September, they will be requesting funding for fiscal year 2027-2028. Councilmember Sutton requested that Dan share the date when they plan on presenting and that he and Councilmember Dickson would like to assist.

G. NEW BUSINESS

5. Budget Amendment for Public Works
 - Hutch Reece, Deputy Director of Operations

Deputy Director Hutch Reece requested that Council authorizes staff to use \$79,283.01 of Powell Bill reserve funds to help cover the costs of repairs and maintenance completed within the Chestnut Walk streets and residential areas. He said these funds are set aside for these projects, and when the Town gets audited and they have too much left over in the reserves, that may negatively impact future allocations.

A motion was made by Councilmember Sutton, seconded by Councilmember Boyd, to approve the budget amendment ordinance, O-24-26. The motion passed unanimously.

6. Establishment of a permanent Downtown Waynesville Social District
 - Beth Gilmore, DWC and Kirk Noonan, Downtown Waynesville Commissioner

Councilmember Sutton thanked Ms. Gilmore for her incredible work with Main Street. Ms. Gilmore thanked the DWC and business owners that make Main Street such a special place.

Ms. Gilmore reported that since 2021, there have been countless social districts implemented throughout the state with very little problems, issues, or concerns reported.

DWC Commissioner Kirk Noonan reported that the DWC voted eight to one in favor of a social district in the MSD and Frog Level areas, Miller, and Montgomery Streets, Thursday through Sunday 10am-9pm. Councilmember Sutton requested that Watami and the Roll Up Herbal Bar are included in that district. He

reminded Council that there have been four temporary social districts to date, and they've seen double the participation in those special events from prior years. Mr. Noonan said that the initial cost involved with signage and mounting brackets will be covered by the DWC. He added that volunteers from the hospitality industry downtown will mount signage, and the business owners will help with maintenance by fixing things themselves, policing the social district, and training themselves. Mr. Noonan said he's been personally in contact with all the business owners during this process. Councilmember Dickson suggested a meeting involving everyone in the social district to discuss questions, offer training, speak with the ABC Board, etc. Councilmember Boyd reminded business owners that the social district is voluntary, and they don't have to participate. Councilmember Feichter said that one concern he had was the effect the district would have on people who cannot be around alcohol. He said that setting specific hours and days that the social district is operational will make the areas more inclusive to those who can't be around alcohol. Mayor Caldwell stated that he is not in support of enacting a social district, citing his Christian faith.

A motion was made by Councilmember Sutton, seconded by Councilmember Boyd, to and to include 54 and 33 South Main Street in the Social District, and approve the proposed ordinance for the establishment of a Downtown Waynesville Social District. The motion passed unanimously.

H. COMMUNICATION FROM STAFF

7. Manager's Report

- Interim Town Manager, Page McCurry

Interim Town Manager Page McCurry said she will be at the City Managers meeting in Asheville this week that the next interim manager, Mr. Howell, will be sworn in on July 6th.

8. Town Attorney Report

Nothing to report.

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Sutton announced that he will be in the Pride Parade on Saturday and invited other Councilmembers to join him.

J. CLOSED SESSION

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to enter closed session at 6:36pm, pursuant of § 143-318.11(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to come out of closed session at 7:00pm. The motion passed unanimously.

A motion was made by Councilmember Boyd, seconded by Councilmember Feichter, to go into of open session at 7:02pm. The motion passed unanimously.

K. OLD BUSINESS

8. Adoption of Fiscal Year 2027 Budget

- Ian Barrett, Finance Director

Finance Director Ian Barrett presented the proposed fee schedule changes:

Development Services:

- Temporary Use Permit (excluding food truck permits) will increase by \$5.
- General Commercial Special Use Permit greater than 100,000 square feet will be \$1000.
- All other Special Use Permits in addition to site plan review fees will be \$300.

Parks and Recreation:

- To minimize impact on town residents, non-resident fees were increased

Enterprise Funds:

- Water tap fees will increase, more so for subdivisions. Council requested that Deputy Director Yonkers define a subdivision in the fee schedule.
- Sewer: the increase of grease blockage fees and the addition of fees for the lack of/overflow of a grease interceptor.

Councilmember Sutton thanked Mr. Barrett for his work on the budget and said this is the first time Council has had a clear understanding of the budget and that staff have more ownership of the budget. Councilmember Feichter asked if there was a rate increase in the water or electric fund. Mr. Barrett said there is no electric rate increase, but there is a state mandate to raise sewer rates to pay for the WWTP.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to set the ad valorem tax rate at 47.90 cents per \$100 valuation. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to set the tax rate for the MSD at 19 cents per \$100 valuation. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adopt the budget ordinance for fiscal year 2027. The motion passed unanimously.

L. ADJOURN

A motion was made by Councilmember Dickson, seconded by Councilmember Boyd, to adjourn at 7:20pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Page McCurry, Interim Town Manager

Candace Poolton, Town Clerk

DRAFT

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

SUBJECT: Call for a Public Hearing for August 25, 2026, to consider a request for annexation for the 0.59-ac property at 1221 Dellwood Road, Waynesville, NC 28786 (PIN 8616-49-2973).

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Development Services
Contact: Olga Grooman, Assistant Development Services Director
Presenter: Olga Grooman, Assistant Development Services Director

SUMMARY:

On July 7, 2026, the Town received the attached Petition for Annexation for the 0.59-ac property at 1221 Dellwood Road, Waynesville, NC 28786 (PIN 8616-49-2973). This is the site of the proposed Trinity Custom Homes sales office.

The subject property is currently located within the Town's extraterritorial jurisdiction (ETJ). Upon annexation, the property would be incorporated into the corporate limits of Waynesville and would be eligible for municipal services, including sewer service.

MOTION FOR CONSIDERATION:

1. To adopt the attached resolution and schedule a public hearing for August 25, 2026, to consider the Annexation Petition.

FUNDING SOURCE/IMPACT:

Future action to annex this property will allow it to receive municipal services and be subject to Town property tax.

ATTACHMENTS:

- Resolution
- Application materials: petition, plat, maps
- Municipal boundaries map

MANAGER'S COMMENTS AND RECOMMENDATIONS: This is a call for public hearing only.

RESOLUTION R-18-26 TO CONSIDER

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF WAYNESVILLE, NORTH CAROLINA

WHEREAS, the Town Council has been petitioned under NC G.S. Chapter 160A, Article 4A, Part 4. Annexation of Noncontiguous Areas, to annex the area as described in the petition for a non-contiguous annexation request, and

WHEREAS, the governing board of any municipality may annex by ordinance an area non-contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all real property located within the area; and

WHEREAS, the Clerk of the Town of Waynesville certifies the sufficiency of the petition for the property at 1221 Dellwood Road, Waynesville, NC 28786 (PIN 8616-49-2973) in accordance with G.S. 160A-58, to wit:

- a. The petition follows the form required by statute in which the owner of real property has requested the area described for voluntary annexation; and
- b. That the petitioning owner of record owns 100 percent of the property in question; and
- c. The property is non-contiguous to the Town's municipal boundary

WHEREAS, the Waynesville Town Council must fix a date for a public hearing, and cause notice of the public hearing to be published in a newspaper at least 10 days prior to the hearing;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville, North Carolina:

1. To fix the date for the public hearing on August 25, 2026, during the regularly scheduled meeting of the Council, at 6:00 pm or close to that time within the agenda of the meeting, in the Town Board Room at 9 South Main Street, Waynesville, NC 28786; and
2. To direct the Town Clerk to notice the public hearing in the Mountaineer at least 10 days prior to the meeting; and
3. To post the property in at least three locations providing additional notice to the public.

Adopted this 28th day of July 2026.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

PETITION FOR ANNEXATION OF
NON-CONTIGUOUS "SATELLITE" AREAS

(Part 4, Article 4A, G.S. 160A-58)

7.7.26

Date

TO: Town Council of the Town of Waynesville

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 3 below be annexed to the Town of Waynesville.
2. Standards which the satellite area must meet:
 - a. The nearest point on the satellite area must not be more than three (3) miles from the primary limits of the annexing city.
 - b. No point on the satellite area may be closer to the primary limits of another municipality than to the annexing city.
 - c. Note: When there is any substantial question as to whether the area is closer to another city, the tax map submitted with the petition shall show the satellite area also in relation to the primary corporate limits of the other city.
 - d. The area proposed for annexation must be situated that services provided the satellite area can be equivalent to the services provided within the primary limits.
 - e. If the area proposed for annexation, or any portion thereof, is a subdivision, as defined in G.S. 160A-376, all of the subdivision must be included.
 - f. The area within the proposed satellite limits plus the area within all other satellite corporate limits may not exceed ten percent (10%) of the total land area within the primary corporate limits of the annexing city.
3. The area to be annexed is non-contiguous to the Town of Waynesville and the boundaries of such territory are as follows:
 - a. Metes and bounds description is attached.
4. A tax map is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Waynesville. If there is substantial question as to whether the area may be closer to another city than to the annexing city, the map should show the relation to the primary corporate limits of the other town.

TRINITY CUSTOM HOMES, LLC
NAME HOPE BOBAYK SIGNATURE [Signature]
ADDRESS 1221 DELLWOOD ROAD WAYNESVILLE, NC 28786

Report For

WELCH, MARY QUERY
QUERY, DEVON HARRIET
8920 W MARKET ST
COLFAX, NC 27235-9602

Account Information

PIN: 8616-49-2973
Deed: 1011/1722

CABD/3968
DC107/129

Site Information

1221 DELLWOOD RD WAYNESVILLE NC 2876

Heated Area:
Year Built:
Total Acreage: 0.59
Township: Waynesville Out

Site Value Information

Land Value:
Building Value:
Market Value:
Deferred Value:
Assessed Value:
Sale Price:
Sale Date: 10/27/2020
Tax Bill 1:
Tax Bill 2:



1 inch = 100 feet
July 7, 2026

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

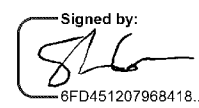


NOTES:

1. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE SHOWN.
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. ROD NORTON SURVEYING DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
3. PROPERTY SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS SHOWN OR NOT SHOWN, VISIBLE OR NOT VISIBLE.
4. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
5. THERE IS NO RECOVERABLE N.C.G.S. HORIZONTAL CONTROL WITHIN 2000' OF THE SUBJECT PROPERTY
6. AREA BY METHOD OF COORDINATES.
7. PROPERTY ZONING IS DELLWOOD-JUNALUSKA REGIONAL CENTER (DJ-RC)

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

I, _____, REVIEW OFFICER
OF HAYWOOD COUNTY, CERTIFY THAT THE MAP
OR PLAT TO WHICH THIS CERTIFICATION IS
AFFIXED MEETS ALL STATUTORY REQUIREMENTS
FOR RECORDING

Signed by:

BFD451207968418...

REVIEW OFFICER

6/19/2026

DATE

NC GRID, NAD 83(2011)
NORTH

NOLAND
DB 1079, PG 961
8616-49-0939

NOLAND
DB 1140, PG 1927
8616-49-1952

NOLAND
DB 2022E, PG 653
8616-49-3869

HAYWOOD RENTALS
DB 484, PG 2250
8616-49-4866

RACKLEY
DB 1005, PG 824
8616-39-9677

HARMON GRAHAM PROPERTIES LLC
DB 1027, PG 2487
8616-49-2446

NCGS JUNALUSKA
N: 868958.40
E: 815861.77

LEGEND:

- PROPERTY LINE
ADJOINER LINE (NOT SURVEYED)
ADJOINER LINE (SURVEYED)
OLD SUBDIVISION LINE
TIE LINE
FENCE
x
CALCULATED POINT
EXISTING REBAR OR PIN
#5 REBAR SET
FENCE POST
NCGS MONUMENT
PC PLAT CABINET
DB DEED BOOK
PG PAGE

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT
LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON
MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED
APRIL 03, 2012
MAP NUMBER: 3700861600 J

I HEREBY CERTIFY THAT THIS PLAT WAS REVIEWED
AND IS EXEMPT PURSUANT TO THE TOWN OF WAYNESVILLE
LAND DEVELOPMENT STANDARDS AND CAN BE RECORDED IN
THE OFFICE OF THE REGISTER OF DEEDS OF HAYWOOD COUNTY.

Signed by:

1B032DA3BF4E426...

TOWN OF WAYNESVILLE PLANNING DIRECTOR

6/19/2026

DATE

SURVEYOR'S CERTIFICATE:

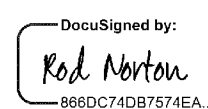
I, RODNEY NORTON, PLS CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUOL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- 1.) CLASS OF SURVEY: A
- 2.) POSITIONAL ACCURACY H: 0.04'
- 3.) TYPE OF GPS FIELD PROCEDURE: RTK
- 4.) DATES OF SURVEY: 01/30/2025
- 5.) DATUM: NAD '83(2011)
- 6.) PUBLISHED/FIXED CONTROL: JUNALUSKA
- 7.) GEOID MODEL: G18
- 8.) COMBINED FACTOR: 0.99976521
- 9.) UNITS: U.S. SURVEY FEET

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

I, RODNEY NORTON, CERTIFY THAT THIS PLAT WAS DRAWN
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY
SUPERVISION (DEED REFERENCE DEED BOOK 1011, PAGE 1722); THAT THE
BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM
INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO
OF PRECISION BEFORE ADJUSTING WAS ONE PART IN 10,000+ AS
CALCULATED BY LATITUDES AND DEPARTURES, AND THAT THIS PLAT WAS
PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY
ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF JUNE, A.D., 2026.

THIS PLAT IS OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF PARCELS, A COURT ORDERED SURVEY, OR
OTHER EXEMPTION FROM THE DEFINITION OF SUBDIVISION
N.C.G.S. 47-30 (F)(1)(d).

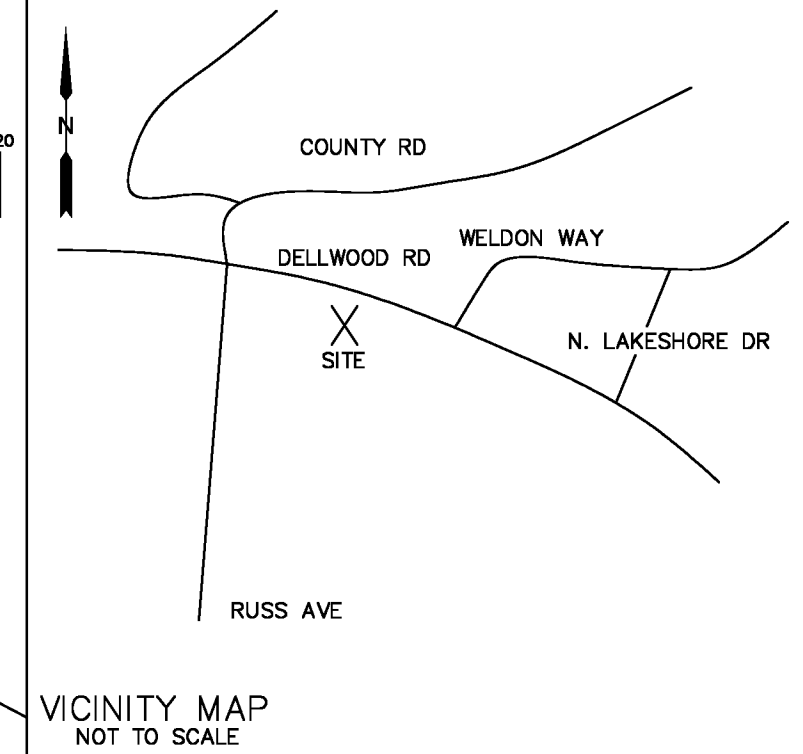
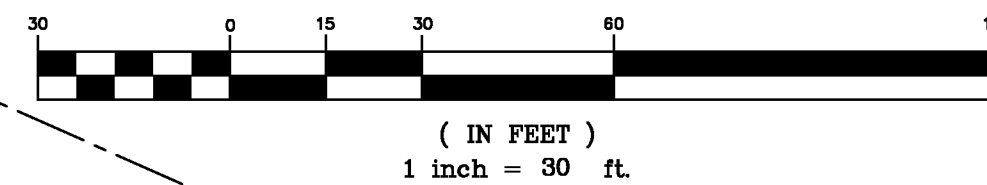
Signed by:

866DC74DB7574EA...

RODNEY NORTON

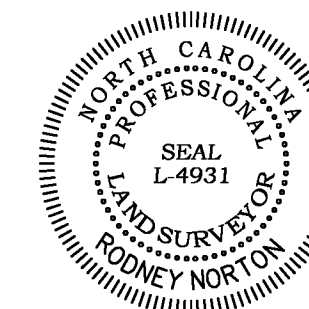
L-4931

6/18/2026

GRAPHIC SCALE



VICINITY MAP
NOT TO SCALE



2026005214

HAYWOOD COUNTY NC FEE \$21.00
PRESENTED & RECORDED
06/19/2026 11:31:59 AM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY: CASSENDA N FARMER
DEPUTY
BK: MAP CABD
PG: 3968 - 3968

PLAT PREPARED FOR:

TRINITY HOMES

TOWN OF WAYNESVILLE, HAYWOOD COUNTY, NC.
DELLWOOD/JUNALUSKA REGIONAL CENTER COMMERCIAL

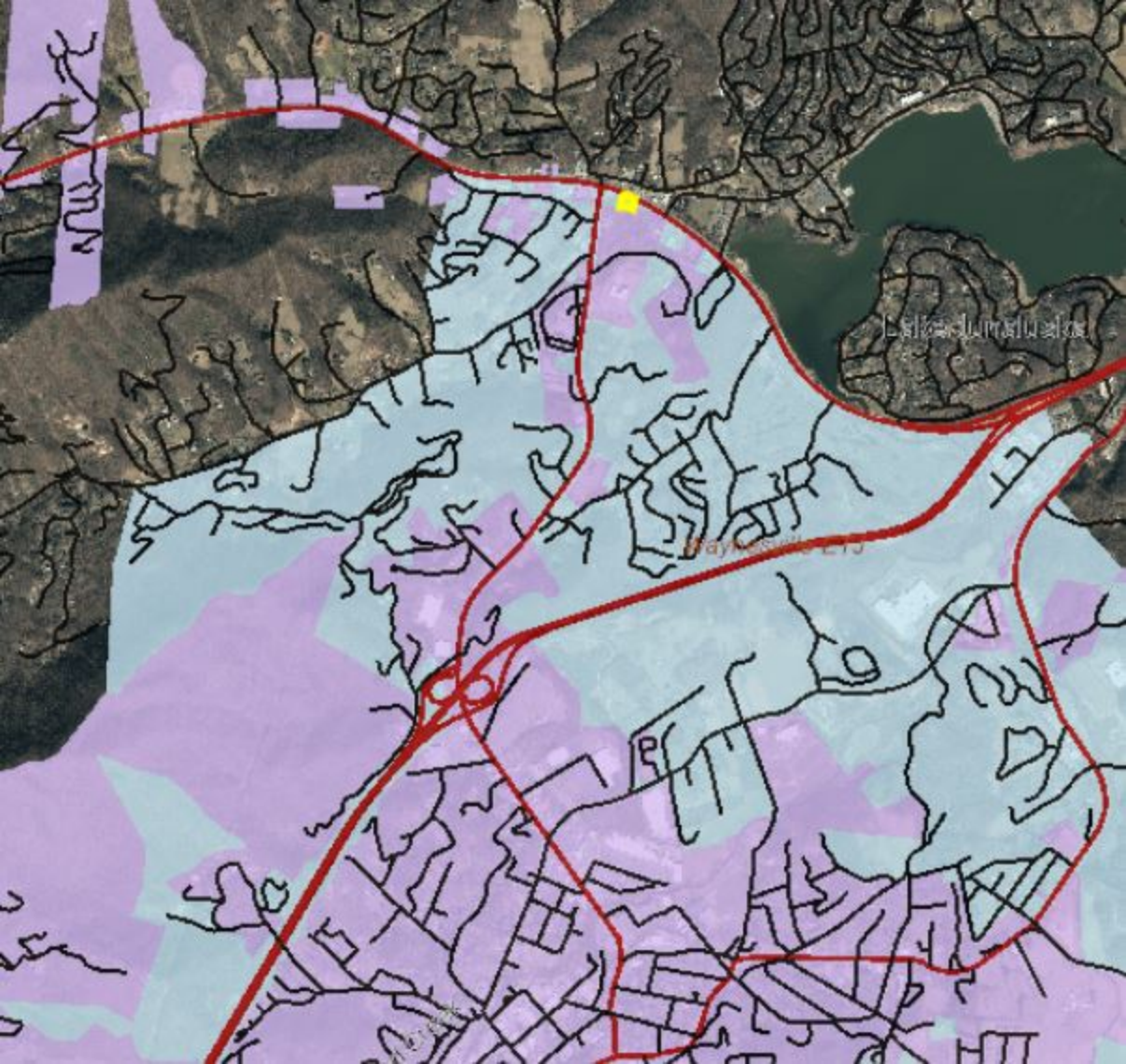
OWNER OF RECORD:
MARY QUEEN WELCH
DEVON HARRIET QUIRY
DEED BOOK 1011, PAGE 1722
PIN 8616-49-2809, 8616-49-2950, 8616-49-2901

TOTAL AREA OF SURVEY=0.59

ROD NORTON LAND SURVEYING C-3667

245 RUSH ROAD
CLYDE, NC 28721
828-316-1694
NORTONSURVEYING@GMAIL.COM

DATE: 06/18/2026
SCALE: 1"=30'
SURVEY BY: MRS
PLAT BY: RAN



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

SUBJECT: Electronic Office Contract Adjustments

AGENDA INFORMATION

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

BRIEF SUMMARY

Electronic Office has requested an adjustment to our annual service agreement. This will be the first adjustment in fees on over 5 years. The Itemized adjustments are listed below:

Monthly Service Costs	FY25/26	FY26/27	Monthly Dif.
Managed IT Services – Network Care	\$1,125.00	\$1,237.50	\$112.50
Managed IT Services – Workstation Care	\$7,605.00	\$8,662.50	\$1,057.50
Managed IT Services – Server Care	\$2,400	\$2,640.00	\$240
TOTAL ANNUAL DIFFERENCE:			\$16,920

This contract adjustment will cost the Town \$16,920 more annually. These costs will be distributed across funds, and this increase does not require a budget amendment.

MOTIONS FOR CONSIDERATION

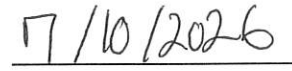
Motion to accept an amendment to the Town of Waynesville's service agreement with Electronic Office in the amount of \$16,920 annually.

FUNDING SOURCE/IMPACT

\$16,920 across funds



Ian Barrett, Finance Director



Date

ATTACHMENTS

New Electronic Office Service Agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS

Services Agreement

This Services Agreement ("Agreement") is entered into on 7/1/2026 ("Effective Date") by Town of Waynesville ("Client") and The Electronic Office of Asheville, Inc. ("Electronic Office") (individually a "Party" and collectively the "Parties"). The Parties agree as follows:

1. Term.

- 1.1 This Agreement shall begin on the Effective Date and shall continue for Twelve (12) months ("Initial Term"), except as set forth in Section 1.2. It shall automatically renew for successive twelve (12) month term(s) ("Renewal Terms") unless either Party provides the other Party written notice ninety (90) days prior to the final day of the then present term. The Initial Term and any Renewals Terms shall be defined as the "Term".
- 1.2 If Electronic Office is providing Client only the services set forth under Exhibit D, this Agreement shall terminate when the Statement of Work is completed as defined therein.

2. Services and Fees.

- 2.1 Electronic Office shall provide the services set forth on Exhibit A, Exhibit B, Exhibit C and Exhibit D of this Agreement. Each exhibit may be amended from time to time by mutual agreement of the Parties.
 - 2.1.1 Exhibit A is a list of the services Electronic Office agrees to provide Client for the purpose of managing Client's information technology system(s) ("Managed Services") and the monthly fees for the Managed Services ("Managed Services Monthly Fees"). Electronic Office's Standard Hours are 7:00 am – 6:00 pm EST, Monday through Friday (except for weekdays scheduled by Electronic Office as a holiday). Onboarding fees may apply and will be quoted separately.
 - 2.1.2 Exhibit B is a list of the software and related documentation ("Third-Party Products") provided by Electronic Office's third-party software licensors ("Licensors") that Client is allowed to use and the fees associated with such use. The Third-Party Products are neither sold nor distributed to Client, and Client may use them solely as part of this Agreement and for no other purposes. Client shall not transfer the Third-Party Products to any other person or entity. Client's use of the Third-Party Products is governed by the Licensor's terms, copies of which are available at Client's request. Client covenants to comply with the terms of such licenses, including all end user agreements pertaining to the software, during the Term as if it were the licensee. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third-Party Products. Client authorizes Electronic Office to act as representative of Client in agreeing to or otherwise accepting any end use agreements that the representative is required to accept in order to perform any service for Client.
 - 2.1.3 If Electronic Office is providing Managed Services to Client, Exhibit C is a schedule of the hourly rates for the services listed associated with the provision of the Managed Services but not included in the Managed Services Monthly Fees.

If Electronic Office is providing services to Client on an hourly rather than a monthly basis such that there are no Managed Services Monthly Fees, Exhibit C is a schedule of the hourly rates for the services listed that Electronic Office agrees to provide to Client.
 - 2.1.4 Exhibit D sets forth the services mutually agreed to between Electronic Office and Client, provided on a per Project basis (each a "Statement of Work") and not otherwise included in the Managed Services. A "Project" is a temporary endeavor undertaken to create or replace a unique product, service or result and is known in the industry as moves, adds, changes. Examples of a Project are moving equipment within or outside of Client's premises, repurposing equipment, adding a workstation or digital display, or changing a router/switch configuration. Notwithstanding the foregoing, Electronic Office and Client may negotiate the terms of a Project without a written Statement of Work.

- 2.2 The Managed Services Monthly Fees shall be invoiced monthly in advance and shall be due 15 days from the date of invoice. Following the first year of this Agreement, the Managed Services Monthly Fees for each year thereafter during the Term shall be the Managed Services Monthly Fees for the prior year increased by the percentage increase, if any, in the CPI, during the one (1) year period from the date fourteen (14) months prior to the beginning of such year to the date two (2) months prior to the beginning of such year. For purposes of this Agreement, "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted, as published nationally by the Bureau of Labor Statistics of the U.S. Department of Labor. Notwithstanding the foregoing, in no event shall Managed Services Monthly Fees be reduced for any year as a result of a CPI adjustment made as provided herein.
 - 2.3 The fees set forth on Exhibit B shall be invoiced monthly and shall be due 15 days from the date of invoice. The fees set forth or referenced on Exhibit D shall be invoiced and paid in accordance with the terms of the Statement of Work
 - 2.4 The hourly rates set forth on Exhibit C shall be invoiced the month immediately following the month in which the services were provided and shall be due 15 days from the date of invoice.
 - 2.5 Any unpaid balance for fees set forth in this Section 2 that is fifteen (15) days past due shall be cause for immediate termination in Electronic Office's sole discretion, and in addition, shall be subject to a 1.5% monthly interest fee until paid.
3. **Software Agents.** Client agrees to permit Electronic Office to install software agents ("Agent(s)") on each network device to allow Electronic Office to remotely monitor all equipment covered under the Managed Services and to remotely control computers and servers when support is required. Client shall not remove, uninstall or manipulate an Agent(s).
 4. **Client's Responsibilities.** In order for Electronic Office to provide the highest level of service, Client shall meet the following standards. Any costs required to bring Client's environment up to these standards are not included in this Agreement.
 - 4.1 All servers with operating systems must be currently supported by the manufacturer of the operating system.
 - 4.2 All operating systems in workstations, notebooks and laptops must be supported by the manufacturer of the operating system.
 - 4.3 All infrastructure (hardware and software) must be under a manufacturer's warranty or under a support agreement.
 - 4.4 All Client software installed on servers and workstations must be licensed to the Client and vendor supported.
 - 4.5 Servers, workstations, notebooks, laptops and email must have a currently licensed, up-to-date, vendor-supported and server-based antivirus/antispymware solution that has reporting and automated response capabilities.
 - 4.6 The network must have a currently licensed, vendor-supported and server-based backup solution.
 - 4.7 The firewall must be approved by Electronic Office, vendor-supported by the manufacturer and have comprehensive gateway security capabilities.
 - 4.8 Any wireless data traffic must be secured with a minimum of 128bit data encryption.
 - 4.9 All remote access services must be documented, managed and encrypted.
 - 4.10 All line of business applications (e.g., EHR, CRM, ERP, POS) shall be supported by the applicable vendors and shall be upgraded if required in order to perform properly.
 - 4.11 Power quality delivered to the network system must be normal and shall not have a low power factor, voltage variations, frequency variations, surges and other abnormalities.
 - 4.12 All hardware and other components shall reside in space that has normal operating temperatures and is properly ventilated.
 - 4.13 Client shall have the sole responsibility for the accuracy, quality, integrity, appropriateness and intellectual property ownership of, or right to use, its data.

- 4.14 Client shall maintain and enforce an acceptable use policy.
- 4.15 Client shall permit Electronic Office timely access to areas and equipment and allow Electronic Office to start and stop the equipment as necessary to perform the services provided under the terms of this Agreement.
- 4.16 Client shall provide Electronic Office a list of personnel who have access to its network (collectively "Users") as of the Effective Date and shall continuously update such list to reflect the deletion and addition of Users. Client shall make best efforts to notify Electronic Office in writing five (5) days prior to any User's departure or five (5) days prior to any new User's access to Client's network.

Electronic Office shall not be responsible for any liability resulting from Client's failure to comply with the foregoing responsibilities or from any liability resulting from the failure to upgrade.

- 5. **Delivery of Services.** The services provided under the terms of this Agreement will be delivered in a time and manner determined in the discretion of Electronic Office. Electronic Office will prioritize its response time to Client if Client receives services under Exhibit A or Exhibit B. Routine maintenance will be performed by an automated system that executes programs after normal work hours. Client is responsible to have computers turned on and available for scheduled work. Electronic Office shall not be responsible for issues resulting from workstations that have not been updated because they were unavailable after hours. Electronic Office shall not be responsible for unsaved work that may be lost in restarts and closings of opened programs.
- 6. **Maintenance.** Electronic Office will make efforts to lessen the impact on Client's operations when conducting maintenance on equipment and software; however, there may be times that Client will experience network and equipment outages. Electronic Office will perform software maintenance remotely, if feasible.
- 7. **Hardware.** The provision by Electronic Office of computer hardware including, without limitation, internal components of any computer hardware, the cost of consumables, replacement parts, and any computer related equipment, falls outside the scope of this Agreement and will be quoted and invoiced separately.
- 8. **Loaned Equipment.** Electronic Office may but is not obligated to loan Client equipment. In the event Electronic Office loans Client equipment, Electronic Office will charge Client rent for such equipment beginning the thirty first (31st) day Client has had such equipment and continue until Client has either secured replacement equipment or entered into a Statement of Work for Electronic Office to provide replacement equipment.
- 9. **Third-Party Warranties.** If requested by Client, Electronic Office will assist Client in arranging for warranty service that Client has purchased from hardware and software manufacturers; provided, however, Electronic Office shall have no responsibility whatsoever under the terms of this Agreement for any and all warranties provided by a manufacturer, including, without limitation, warranties for computer hardware, computer parts, or other components or any warranty for the performance of any software. Any manufacturer's warranty for parts and labor/services are outside the scope of this Agreement. If equipment is no longer under warranty and is not cost-effectively serviceable, Electronic Office may remove the device from this Agreement.
- 10. **Excluded Device.** Upon written notice to Client, Electronic Office may decline coverage for a network device because of its age or complexity or because it is outdated or beyond Electronic Office's expertise.
- 11. **Backup.** Except and unless Client has entered into an agreement with Electronic Office to provide backup services for Client's data through the Licensors as specifically set forth on Exhibit B of this Agreement, Electronic Office shall not be responsible for the backup or retention of Client's data.
- 12. **Termination.**

- 12.1 **For Cause by Either Party.** Either Party may terminate this Agreement in the event the other Party breaches any material obligation within this Agreement and fails to cure such breach within ten (10) days after the breaching Party's receipt of written notice of the breach.
- 12.2 **Termination Without Cause by Electronic Office.** Notwithstanding anything stated to the contrary in this Agreement, Electronic Office may terminate this Agreement without cause by providing thirty (30) days written notice to Client.
- 12.3 **Effect of Termination.** Upon termination or expiration of this Agreement, Client shall reimburse Electronic Office for any fees accrued up to the date of termination or expiration and such obligation shall survive the termination or expiration of this Agreement. Client acknowledges that the prices for the Managed Services were determined by mutual agreement based upon among other factors the length of the Term, and without the certainty of such revenue during the remainder of the Term, Electronic Office would have been unwilling to provide the Managed Services at the prices set forth in Exhibit A. The Parties agree that it would be difficult or impossible to ascertain Client's actual damages for a breach of this Agreement by Client resulting in a termination of this Agreement before the end of the Term. Accordingly, in the event of any termination of this Agreement prior to the end of the Term other than a termination of this Agreement by Client for cause under Section 12.1 or by Electronic Office for convenience under Section 12.2, Electronic Office shall invoice Client for, and Client agrees to pay Electronic Office, a fee equal to 100% of the monthly recurring fees that would have been paid by Client to Electronic Office under Exhibit A for any months remaining in the Term. Upon termination or expiration of this Agreement, Electronic Office shall remove all Agents and Third-Party Products.

13. **Business Associate Agreement.** In the event Client is a Covered Entity as defined in the Administrative Simplification provisions of Health Insurance Portability and Accountability Act (42 U.S.C. §§ 1320d-1320d-8, and 45 C.F.R. Parts 160 and 164) (the "Privacy Rule"), any access, use or disclosure of protected health information as defined in the Privacy Rule will be governed by the Business Associate Agreement in effect between the Parties, attached hereto as Exhibit E.

14. **Acknowledgement.** Client acknowledges and understands that any of Client's computer hardware, any computer hardware loaned to Client by Electronic Office and/or Third-Party Products provided under the terms of this Agreement are not fault-tolerant, may fail from time to time, and are not designed or intended for use in hazardous environments requiring fail-safe performance including, but not limited to, any application in which a failure could lead directly to death, personal injury, or severe physical or property damage.

15. **LIMITATION OF LIABILITY.**

15.1 **GENERAL.** THE TOTAL AGGREGATE LIABILITY OF ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS AND EMPLOYEES FOR ALL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING , BUT NOT LIMITED TO, THIRD-PARTY PRODUCTS AND THE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, SERVICES PROVIDED BY LICENSORS, SHALL BE LIMITED TO DIRECT DAMAGES UP TO AND NOT TO EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE MONTH IN WHICH SUCH CLAIM, ACTION, OR CAUSE OF ACTION AROSE. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ASSERTED LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, OR ANY OTHER LEGAL THEORY.

15.2 **EXCLUSION OF CERTAIN DAMAGES.** ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE, LOSS OF DATA, CORRUPTED DATA,

LOSS OF BUSINESS INFORMATION, ECONOMIC LOSS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE OF REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, THIRD-PARTY CLAIMS, INJURY TO PROPERTY, OR DOWNTIME ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY PRODUCTS AND THE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, SERVICES PROVIDED BY LICENSORS, EVEN IF ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS AND EMPLOYEES HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. "DAMAGES" MEANS LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, FEES (LEGAL OR OTHERWISE), PENALTIES, FINES AND JUDGMENTS.

15.3 COMMUNICATION SERVICES. ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR THE ACTIONS OR INACTIONS CAUSED BY TELEPHONE COMPANIES, LONG DISTANCE CARRIERS, INTERNET SERVICES PROVIDERS OR OTHER PROVIDERS UNDER ANY CIRCUMSTANCES, AND WHETHER OR NOT ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS OR EMPLOYEES HAVE COMMUNICATED INFORMATION TO SUCH PROVIDERS ABOUT PROBLEMS RELATED TO CLIENT'S EQUIPMENT. CLIENT SHALL HOLD ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS THAT MAY BE BROUGHT AGAINST ELECTRONIC OFFICE, ITS DIRECTORS, OFFICERS AND EMPLOYEES FROM THESE OR SIMILAR CAUSES. THIS AGREEMENT DOES NOT ENSURE UNINTERRUPTED OPERATION OF SERVICE.

16. Non-Interference. During the period this Agreement is in effect and for the twelve (12) month period following termination of this Agreement, Client shall not, directly or indirectly, employ an employee of Electronic Office who works for Electronic Office at the time of termination of this Agreement or employ a former employee of Electronic Office who worked for Electronic Office within twelve (12) months of the termination of this Agreement ("Employee"), or engage the Employee as an independent contractor, consultant, employee or agent, to render services of substantially the same nature as those for which Electronic Office is making the Employee available pursuant to this Agreement. The Parties recognize and agree that a breach by the Client of this provision would result in injury to Electronic Office and such injury will be impossible or very difficult to ascertain. Therefore, in the event this provision is breached, Electronic Office will be entitled to receive from Client as liquidated damages an amount equal to the salary for Employee for one (1) year, which amount the Parties agree is reasonably proportionate to the probable loss to Electronic Office and is not intended as a penalty. If, however, a court or arbitrator, as applicable, determines the liquidated damages are not appropriate for such breach, Electronic Office will have the right to seek actual damages and/or injunctive relief. The amount will be due and payable to Electronic Office upon written demand to Client.

17. Confidentiality. Each Party, its employees and contractors shall hold in confidence and not disclose the other Party's proprietary and confidential information except as necessary to fulfill the receiving Party's obligations under this Agreement, if required by applicable law, or by consent of the disclosing Party.

18. Miscellaneous.

18.1 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by hand delivery, overnight mail service, first-class mail or certified mail, return receipt requested, to Electronic Office or Client at each Party's last known address. Either Party may change the address to which notices are to be sent by notice given in accordance with this section. Notices hereunder shall be deemed to have been given and shall be effective upon actual receipt by the other Party, or if mailed upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party.

18.2 Governing Law, Venue, Statute of Limitations. This Agreement shall be governed by and construed in accordance with the substantive laws of North Carolina without regard to its conflict of laws' provisions, and the state and federal courts located Buncombe County, North Carolina shall have sole and exclusive

jurisdiction. Any legal actions against Electronic Office relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date the services were provided.

- 18.3 **Force Majeure and Malicious Acts.** Electronic Office shall not be responsible or liable for damages, delay, or default in performance of any services provided under this Agreement if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, fire, flood or other weather conditions, war, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, refusal of manufacturer to provide parts or technical support, disruptions in products, services, shipping deliveries, or communications, delay by telephone or internet service providers, laws, rules regulations and orders of a governmental authority and/or any other cause beyond the reasonable control of either Party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either Party fall outside the terms of this Agreement.
- 18.4 **Binding Upon Successors, Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties. Client may not assign this Agreement without Electronic Office's prior written consent.
- 18.5 **Severability, Enforcement, Waiver.** The unenforceability of any provision or provisions of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the Parties. The failure of a Party, at any time or from time to time, to require performance of any obligations of the other Party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.
- 18.6 **Independent Parties.** The relationship of Electronic Office and Client is that of independent contractors. Neither Party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other Party, nor do they have any authority to bind the other Party by contract or otherwise to any obligation.
- 18.7 **Heading and Captions.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 18.8 **Exhibits.** All exhibits are incorporated herein by reference. The terms of this Agreement including, but not limited to, Section 15 of this Agreement, shall apply to each exhibit unless there is a conflict between the two, and in that case, the exhibit shall govern.
- 18.9 **Survival.** Any provision contained in this Agreement which by its nature and effect is required to be observed, kept or performed after the termination of this Agreement shall survive the termination of this Agreement and remain binding upon and for the benefit of the Parties including, without limitation, the provisions set forth in Section 15, 16, 17 and 18.1 through 18.12 shall survive any termination of this Agreement.
- 18.10 **Access to Books and Records.** If the Parties are subject to Section 1861(v)(1) of the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499), they shall maintain appropriate records relating to the nature and extent of the services hereunder to the extent required the Act. Until the expiration of five (5) years after the furnishing of the services required by this Agreement, the Parties, upon request, shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the costs incurred by Client in purchasing services under this Agreement.
- 18.11 **Third Party Beneficiaries.** No provision of this Agreement is intended, nor will it be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in third parties. All provisions hereof shall be personal between Client and Electronic Office.

- 18.12 **Entire Agreement.** This Agreement, including all exhibits, constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof and supersedes all agreements and understandings between the Parties with respect to the subject matter hereof made prior to the date of this Agreement. There are no representations, warranties, understandings or agreements relating to the subject matter hereof which are not fully expressed in this Agreement. No amendment, modification, waiver or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of the Parties.
- 18.13 **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Client Signature:	Electronic Office Signature:
Printed Name: Title:	Printed Name: Title:
Business Name: Town of Waynesville	Business Name: The Electronic Office
Address: 16 South Main Street, Waynesville, NC 28786	Address: 1400 Sweeten Creek Road, Asheville, NC 28803



EXHIBITS

Town of Waynesville

Units	Description of Services	Unit Price	Total
EXHIBIT A - MANAGED SERVICES AND MONTHLY FEES			
9	Managed IT Services - Comprehensive Network Care - EO Technology Platform - 24x7x365 Monitoring, Analysis, Escalation, & Remediation - Router/Firewall Management - ISP Management - VPN Management - Network Performance Monitoring - Remote Phone Support - Onsite Support - After Standard Hours Support - Premium Response Time	\$137.50	\$1,237.50
16	Managed IT Services - Comprehensive Server Care - EO Technology Platform - 24x7x365 Monitoring, Analysis, Escalation, & Remediation - EO Endpoint Security Management - Backup Monitoring & Maintenance - Software Updating & Patching - Application Vendor Management - EO Mail Content Filtering - System Performance Monitoring - Early Warning & Preventative Alerts - Remote Phone Support - Onsite Support - Bench Repair - After Standard Hours Support - Premium Response Time	\$165.00	\$2,640.00
175	Managed IT Services - Comprehensive Workstation Care - EO Technology Platform - 24x7x365 Monitoring, Analysis, Escalation & Remediation - EO Endpoint Security Management - Software Updating & Patching - EO Mail Content Filtering - Application Vendor Management - System Performance Monitoring - Early Warning & Preventative Alerts - Remote Phone Support - Onsite Support - Bench Repair - After Standard Hours Support - Premium Response Time	\$49.50	\$8,662.50
191	EO Advanced Security - Artificial Intelligence (AI) enhanced threat intelligence - Multi-Level Virus Checks - Full On-Access Protection - Flexible Intelligent Scanning - Automatic Threat Handling - Real-Time Protection and Response	\$6.25	\$1,193.75
1	Managed IT Services - Embedded Resource - Standard embedded coverage includes 16 hours per week - After-Hours Support Available: Urgent after-hours support available - EO-Designated Primary and Backup Resources: Primary and backup assigned - Standard Skillset: Tier 1 field support skills. - Integrated Escalation Support: Backed by EO escalation teams.	\$2,000.00	\$2,000.00

Units	Description of Services	Unit Price	Total
	- Ticketing and Documentation: All work tracked in tickets.		
EXHIBIT B - THIRD-PARTY PRODUCTS			
158	Security Awareness Training - Powered by KnowBe4 - Baseline & Continuing Education - Antiphishing Campaigns	\$3.52	\$556.16
1	DATTO SIRIS Cloud Data Backup Management - Continual Monitoring and Management of Backup process - End-to-End Encryption - Local and Off-Site File Level Restore - Centralized Management - Instant On-Site Virtualization - Instant Off-Site Virtualization	\$2,145.00	\$2,145.00
1	DATTO SaaS Protection - MSC - 3x/day automated backup for Office 365's Exchange, OneDrive and SharePoint - Google App's Emails, Calendars, Contacts, Google Drive, Files, and Folders - Restoration of files - Backup Monitoring with Activity Log	\$5.00	\$5.00
2	EO Direct to Cloud Backup for Workstations -Daily Backups - customizable interval -Automated backup testing -Ransomware protection -Instant recovery -Offsite cloud storage -- 350 GB per Workstation	\$20.00	\$40.00
182	NCE OFFICE 365 G3 (GCC) Annual Paid Monthly	\$24.15	\$4,395.30
32	NCE ENTERPRISE MOBILITY + SECURITY G3	\$10.19	\$326.08
93	NCE EXCHANGE ONLINE (PLAN 1) (GCC) Annual Paid Monthly	\$4.20	\$390.60
3	NCE PLANNER AND PROJECT PLAN 3	\$36.00	\$108.00
3	EO Voice - Standard Seat -Autoattendants, Call Routing, & Call Queues -Desktop & Mobile Apps -One DID included per seat -Call Recording -Voicemail w/ Transcription -Unlimited Minutes	\$22.00	\$66.00
1	EO Voice - Analog Fax Seat -Faxing capability for physical fax machines -One fax number included per seat -Fax adapter sold separately	\$25.00	\$25.00
Subtotal			\$23,790.89
Tax			\$1,665.36
Estimated Monthly Fees			\$25,456.25

Client _____ Electronic Office _____ Date _____



Exhibit C
COMPREHENSIVE HOURLY RATE SCHEDULE
Town of Waynesville

Standard Business Hours	Managed Services Client Rates	Non-Managed Services Client Rates
24x7x365 Network Monitoring	INCLUDED	N/A
Remote Support	INCLUDED	\$115/hour
Onsite Service	INCLUDED	\$140/hour
Bench Repair Labor	INCLUDED	\$110/hour
Projects	\$210/hour	\$250/hour

After Standard Business Hours	Managed Services Client Rates	Non-Managed Services Client Rates
Remote Support	INCLUDED	\$170/hour
Onsite Service	INCLUDED	\$210/hour
Projects	\$275/hour	\$325/hour

Standard Business hours are defined as Monday through Friday, 7am-6pm EST, excluding state or federal holidays or when government offices are closed. After Business Hours are defined by all days and times outside of standard business hours.

Standard Business Hours

Remote Support: Minimum ¼ hour of support, billed in actual time thereafter
Onsite Support: Minimum ½ hour of support, billed in actual time thereafter
Bench Repair: Minimum ¼ hour of support, billed in actual time thereafter

After Business Hours

Remote Support: Minimum ½ hour of support, billed in actual time thereafter
Onsite Support: Minimum 1 hour of support, billed in actual time thereafter

Travel charges apply for onsite support delivered outside the following zip codes: 28801, 28806, 28803, 28805, & 28804. Travel charge is \$60 per hour, minimum ¼ hour of travel, billed in actual time thereafter.

All rates above are subject to change without notice.

Client _____ Electronic Office _____ Date _____

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

SUBJECT: Appointment of Jason Tankersly to the Environmental Sustainability Board

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Candace Poolton, Town Clerk/Assistant to the Manager
Presenter: Candace Poolton, Town Clerk/Assistant to the Manager

BRIEF SUMMARY

The Environmental Sustainability Board has three regular vacancies and one alternate vacancy. After advertising the vacancies, the ESB would like to recommend one applicant for appointment and re-advertise the other vacancies.

MOTIONS FOR CONSIDERATION

Motion to appoint Jason Tankersly to the Environmental Sustainability Board for a three-year term, and to re-advertise for the remaining three vacancies.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS

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

SUBJECT: Renewal of Forest Steward's Contract to Manage Watershed

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Department: Public Works
Contact: Laura Yonkers, Deputy Director Sustainability
Presenter: Laura Yonkers and Cody Stiles, WTP Superintendent

SUMMARY:

Forest Stewards has been conducting forest management and supporting academic research within Waynesville's watershed for several years. Their work includes surface water quality monitoring, implementation of forest management practices such as thinning white pine stands to promote native hardwood regeneration, and removal of invasive non-native species, including Oriental bittersweet. These efforts are intended to restore and maintain a healthy, resilient hardwood forest ecosystem.

Forest Stewards is proposing a contract in the amount of \$42,000 annually, which is unchanged from the previous year's contract amount.

Forest Stewards helps ensure that best forest management practices are implemented throughout the watershed. Guided by a long-term restoration plan, they are working to return the watershed to a healthy hardwood forest following the impacts of historical clear-cutting. Their ongoing efforts include monitoring for and controlling invasive plant species to protect the ecological integrity of the forest.

In addition, Forest Stewards conducts water quality monitoring at multiple sites within the watershed, providing the Town with valuable data on the condition of the streams that feed the reservoir. The Town's partnership with Forest Stewards also fosters collaboration with the academic community, supporting research and providing access to scientific expertise that informs watershed management decisions.

MOTION FOR CONSIDERATION: Renew contract

FUNDING SOURCE/IMPACT: The contract amount has been included in the 2026-27 budget.



Ian Barrett, Finance Director

7/8/2026

Date

ATTACHMENTS:

- Contract

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Forest Stewards, Inc.
SERVICES AGREEMENT
(2026_27)

THIS SERVICES AGREEMENT (the "Agreement") is made between **Forest Stewards, Inc.**, a North Carolina nonprofit corporation ("Forest Stewards"), and the **Town of Waynesville, NC** ("Client").

RECITALS

WHEREAS, Forest Stewards provides a variety of services related to sustainable resource management in the southern Appalachian Mountains; and

WHEREAS, Client desires to engage the services of Forest Stewards.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants hereinafter set forth, the parties agree as follows:

TERMS

1.0 Obligations of Forest Stewards.

- 1.1 Forest Stewards agrees to perform the following tasks in the Waynesville Watershed:
 - a. Monitor surface water quality
 - i. Continue collecting and summarizing surface water quality data within the Waynesville watershed, and to assess water quality trends and the impacts of any stewardship treatments.
 - b. Update the forest management plan that was prepared April 11, 2008.
 - c. In consultation with town staff and easement holders, continue monitoring and controlling non-native invasive plants. We will focus on areas near the reservoir, including the 2014 white pine thinning unit, and areas in the Old Bald/Steestachee Project Area where future treatments may occur.
 - i. We will implement chemical and mechanical non-native plant control methods in selected areas consistent with time and resources available. Our efforts will concentrate on controlling invasive species that appear to pose the greatest threat to the establishment of native vegetation.
 - d. Assess the effects of Hurricane Helene on biophysical resources in the watershed, and any subsequent recovery.
 - e. In consultation with town staff and easement holders continue implementation of proposed stewardship treatments in the Old Bald/Steestachee Project Area that were outlined during the July 2019 stewardship tour.
 - f. Collaborate and assist with other entities investigating watershed resources as requested.
 - g. Participate in town meetings and update town officials and the public as needed.
 - h. Maintain biophysical and geospatial databases for the watershed and create maps and data summaries as requested.

2.0 Period of Performance: July 1, 2026 through June 30, 2027

3.0 Compensation.

3.1 It is agreed that the total compensation to Forest Stewards for services performed under this Agreement shall be **forty-two thousand dollars (\$42,000)**.

3.2 Payment shall be made upon receipt of invoices per the following schedule:

\$21,000 will be due on December 1, 2026

\$21,000 will be due on June 1, 2027

3.3 Payment shall be made by Client to Forest Stewards upon receipt of invoice and mailed to the following address:

Forest Stewards, Inc.
331 Stillwell Building
1 University Drive
Cullowhee, NC 28723

3.4 The tax identification number of Forest Stewards, Inc. is: 26-2624364

4.0 Termination.

4.1 In the event that either party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

4.2 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement.

5.0 Dissemination of results.

5.1 Client acknowledges that Forest Stewards is an associated entity of Western Carolina University (WCU), and that certain findings and results of this project may be publishable or otherwise be made available to the public. Client agrees that WCU researchers and others engaged in the project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing.

6.0 Insurance.

6.1 At all times during the term of this Agreement, Forest Stewards shall obtain and maintain in full force comprehensive general liability insurance, in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate, in connection with the Project and services described in this Agreement. Certificates

of insurance evidencing such insurance coverages will be provided to Client upon reasonable request. Forest Stewards shall give five (5) days written notice to Client of the termination or cancellation of any such policies of insurance.

7.0 Independent Contractors.

7.1 In the performance of all services hereunder, Forest Stewards shall be deemed to be and shall be an independent contractor and, as such, Forest Stewards shall not be entitled to any benefits applicable to employees of Client. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

8.0 Hazardous Materials and Other Dangers.

8.1 Client shall notify Forest Stewards in writing before any work is performed of all known hazardous materials, hazardous conditions, and any other safety risks existing on the property that is the subject of this Agreement. Client shall indemnify, protect, defend, and hold harmless Forest Stewards and its directors, officers, agents, employees, representatives, and assigns from and against any and all claims, demands, suits, and causes of action and any and all liabilities, costs, damages, expenses, and judgments incurred that relate to or arise out of the Client's failure or refusal to notify Forest Stewards of known hazardous materials or conditions pursuant to this Paragraph 8.

9.0 Miscellaneous Terms.

9.1 Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without first obtaining the prior written consent of the other party hereto. This Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

9.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives, and assigns.

9.3 Entire Agreement/Amendments. This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, and arrangements between the parties relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless evidenced by a writing signed by the parties hereto.

9.4 Force Majeure. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, unavoidable accident, natural disaster, epidemic or pandemic, war or any cause outside the reasonable control of the party who had the duty to perform.

9.5 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of North Carolina, including all matters of construction, validity and performance. This provision shall survive the term of the Agreement. The parties hereto agree that the venue of any lawsuit filed in connection with this Agreement shall be Jackson County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last hereinafter written.

Client

Forest Stewards, Inc

By:

By:



(Printed)

(Printed)

Peter C. Bates

Title:

Title: Executive Director

Date:

Date: June 4, 2026

By:

(Printed)

Title:

Date:

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

SUBJECT: Appointment of Luke Knudson to the Historic Preservation Commission

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number:
Department: Administration
Contact: Candace Poolton, Town Clerk/Assistant to the Manager
Presenter: Candace Poolton, Town Clerk/Assistant to the Manager

BRIEF SUMMARY

The Historic Preservation Commission has one vacancy. If appointed, Luke Knudson's term would end June 30th, 2027 to serve the remainder of an unexpired term.

MOTIONS FOR CONSIDERATION

Motion to appoint Luke Knudson to the Historic Preservation Commission

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS

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

SUBJECT: Comprehensive Pay and Classification Study: Phase Two – Remaining Positions & Part-time Positions

AGENDA INFORMATION:

Agenda Location: Consent
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 Classification and Pay Study for the remaining positions and part-time positions for a total fee of \$22,600.00 plus estimated expenses.

FUNDING SOURCE/IMPACT:



Ian Barrett, Finance Director

7/10/2026

Date

ATTACHMENT:

1. Memorandum of Agreement
2. Summary of the Proposal

MANAGER’S COMMENTS:



434 Fayetteville Street
Suite 1900
Raleigh, NC 27601
919-715-4000
nclm.org

July 10, 2026

Ms. Page McCurry
Human Resources Director
Town of Waynesville
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 human resource management 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 personnel professionals in the public sector who specialize in human resources and general management. They are, or have been, employed in human resources departments 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

Lou Bunch
Senior Municipal Human Resources Consultant

Enclosures

cc: The MAPS Group

MEMORANDUM OF AGREEMENT
HUMAN RESOURCE MANAGEMENT SERVICE
TOWN OF WAYNESVILLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2026 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 four (4) months. The contract can begin at a time mutually agreed upon between The MAPS Group and the Town estimated to begin in August 2026 and completed in December 2026.

Cost. The fee for the proposed work is \$22,600.00. 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 \$3,200.00).

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 \$5,650 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

Lou Bunch

Lou Bunch
Senior Municipal Human Resources Consultant

ACCEPTED BY:

TOWN OF WAYNESVILLE

Name

7/10/2026
Submission Date

Title

Date

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

(Signature of Finance Officer)



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 covering the remaining Town positions and approximately 30 part-time positions (6 job titles) as the second of a two year cycle. The proposal includes the following work study objectives:

- To study and evaluate all positions in the occupational groups 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.

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 positions will be allocated to the recommended salary schedule.

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 an additional charge of \$250 per additional option.

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, Richard Self 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
Waynesville
Weldon

Whitakers
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
Tuckaseegee Water and Sewer Authority
Wayne Water Districts

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 7/28/2026**

SUBJECT: Approval of Revised FY 2026–2027 Parks & Recreation Department Fee Schedule

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY:

Staff requests Town Council approval of a revised FY 2026–2027 Parks & Recreation Department Fee Schedule after identifying inadvertent internal calculation and formatting errors in the fee schedule adopted as part of the FY 2026–2027 budget.

The revised schedule corrects those errors while preserving the financial direction approved by Council. The most notable revisions include adjustments to non-resident membership fees and selected facility rental fees. Resident membership rates remain unchanged, ensuring continued affordability for Town taxpayers while improving cost recovery from users who reside outside the Town limits.

The revised fee schedule is proposed to become effective **August 1, 2026**.

MOTION FOR CONSIDERATION:

Motion to approve the revised FY 2026–2027 Parks & Recreation Department Fee Schedule as presented, with an effective date of August 1, 2026.

FUNDING SOURCE/IMPACT:

General Fund – Parks & Recreation. Approval of the revised fee schedule supports the revenue projections incorporated into the FY 2026–2027 adopted budget. The proposed adjustments improve cost recovery for services provided to non-residents and selected facility rentals while preserving affordable membership rates for Town residents. The proposal has no negative fiscal impact on the General Fund and does not require a budget amendment.

ATTACHMENTS: Proposed FY 26-27 Recreation Fee Schedule

RECREATION DIRECTOR’S COMMENTS AND RECOMMENDATIONS:

Following adoption of the FY 2026–2027 operating budget, Parks & Recreation staff completed a final implementation review of the department's fee schedule and identified several inadvertent internal calculation and formatting errors. Staff subsequently performed a comprehensive review of all membership categories, facility

rental fees, and related charges to ensure consistency, accuracy, and alignment with the budget approved by Town Council.

The revised fee schedule reflects three guiding principles:

- Correct inadvertent errors identified during implementation.
- Maintain affordable recreation opportunities for Town residents.
- Improve long-term financial sustainability through reasonable cost recovery from non-resident users and facility rentals.

Resident Memberships

A primary goal throughout this review was protecting affordability for Town of Waynesville residents. Because Town residents already support Parks & Recreation facilities and operations through local property taxes, **all resident membership rates remain unchanged.**

This approach ensures that local families continue to receive exceptional value while maintaining broad public access to recreation, wellness, and aquatic services.

Non-Resident Memberships

The most significant revisions affect non-resident memberships.

Staff reviewed membership structures and pricing utilized by comparable municipal recreation departments throughout North Carolina. While fee structures vary, a common practice among municipal recreation systems is maintaining lower resident rates while charging higher non-resident rates to recover a greater share of operating costs from users who do not contribute through Town property taxes.

To better align those practices while remaining competitive and affordable, staff recommends:

- **Approximately a 10% increase to six-month non-resident memberships**, providing a modest adjustment that helps offset increasing operational expenses while remaining an affordable option for medium-term users.
- **Approximately a 20% increase to annual non-resident memberships**, recognizing that annual memberships continue to provide the greatest value and the largest overall savings compared to purchasing monthly memberships throughout the year.

Although annual memberships receive the larger percentage increase, they remain the department's most economical membership option for frequent users and continue to encourage long-term participation.

Facility Rental Fees

Staff also reviewed facility rental fees to improve consistency and better reflect current operational costs associated with staffing, utilities, custodial services, maintenance, event preparation, and facility upkeep.

The proposed adjustments help ensure rental fees more accurately recover the costs of providing these services while remaining competitive with comparable public facilities throughout the region.

Fiscal Stewardship

Like municipal recreation departments across North Carolina, the Parks & Recreation Department continues to experience increasing costs related to personnel, employee benefits, utilities, maintenance, insurance, equipment replacement, and facility operations.

Rather than implementing broad increases across all users, staff intentionally focused adjustments on non-resident memberships and selected rental fees while preserving affordable resident pricing.

This strategy helps reduce the subsidy borne by Town taxpayers for services provided to non-residents while continuing to offer recreation opportunities that remain affordable, accessible, and competitive within the region.

Why These Changes?

The proposed revisions are intended to:

- Correct inadvertent errors identified in the adopted fee schedule.
- Keep resident membership rates unchanged.
- Better align non-resident fees with the actual cost of providing recreation services.
- Improve long-term financial sustainability.
- Maintain competitive pricing compared with similar municipal recreation departments across North Carolina.
- Continue providing high-quality recreation opportunities that remain affordable and accessible for residents and visitors alike.

Staff believes the revised fee schedule represents a balanced approach that supports responsible fiscal management while preserving the Town's commitment to community wellness, recreation, and public service.

Staff welcomes any recommendations or modifications from Town Council and will incorporate any policy direction provided prior to implementation.

Fiscal Impact

The revised fee schedule is expected to improve revenue recovery from non-resident memberships and facility rentals while maintaining affordable resident pricing. The revisions support the financial assumptions incorporated into the FY 2026–2027 operating budget.

RECREATION DEPARTMENT													
Recreation Center													
Admission													
Category	Daily	6 Visits	1 Month		3 Months		6 Months		Yearly				
			Res	N-Res	Res	N-Res	Res	N-Res	Res	N-Res			
Family of 4	\$ 30.00	\$ 140.00	\$ 90.00	\$ 120.00	\$ 230.00	\$ 290.00	\$435	\$72.5 mo.	\$540 \$90 mo	\$840	\$70 mo.	\$975 \$81.25 mo.	
(Additional family members are \$15.00 per month)													
Family of 2	\$ 25.00	\$ 85.00	\$ 80.00	\$ 110.00	\$ 180.00	\$ 230.00	\$345	\$57.5 mo.	\$435 \$72.5 mo.	\$645	\$53.75 mo.	\$765 \$63.75 mo.	
Individual Adult (18 - 59 yrs)	\$ 20.00	\$ 65.00	\$ 60.00	\$ 85.00	\$ 135.00	\$ 175.00	\$255	\$42.5 mo.	\$315 \$52.5 mo.	\$465	\$38.75mo	\$540 \$45 mo	
Individual Child (5 - 11 yrs)	\$ 13.00	\$ 35.00	\$ 40.00	\$ 60.00	\$ 75.00	\$ 100.00	\$135	\$22.5 mo.	\$180 \$30 mo.	\$225	\$18.75 mo.	\$270 \$22.5 mo	
Individual Youth (12 - 17 yrs)	\$ 15.00	\$ 45.00	\$ 45.00	\$ 65.00	\$ 90.00	\$ 120.00	\$165	\$27.5	\$210 \$35 mo.	\$300	\$25 mo	\$345 \$28.75 mo	
OR Full-Time Student (College or High School) with valid ID) OR Special (Senior Citizen (60 + yrs) OR Handicapped)													
Individual Spectator (5-99 yrs)	\$ 7.00												
Children (0 - 4 yrs)	\$3.00												
Pickleball Punch Pass 10 visits	\$50												
Corporate Membership Rate (available to businesses with five (5) or more employees as members)													
If total Corporate Membership drops below the 5 employee minimum, a 30 day grace period is allowed to obtain a 5th member. Proof of business may be required to obtain this rate.													
Category	Daily	6 Visits	1 Month	3 Months	6 Months	Yearly							
Family of 4		N/A	\$ 80.00	\$ 190.00	\$360 \$60 mo.	\$705 \$58.75 mo.							
(Additional family members are \$13.00 per month)													
Family of 2		N/A	\$ 60.00	\$150.00	\$300 \$50 mo.	\$555 \$46.25 mo.							
Individual Adult (18 - 59 yrs)		N/A	\$ 50.00	\$ 100.00	\$210 \$35 mo.	\$405 \$33.75 mo.							
Individual Youth (12 - 17 yrs)		N/A	\$ 40.00	\$ 75.00	\$135 \$22.5 mo.	\$240 \$20 mo.							
OR Full-Time Student (College or High School, with valid ID), Senior Citizen (60 + yrs), Retired Military, & People with Disabilities.													
Individual Spectator (5-99 yrs)	\$ 4.00												
Children (0 - 4 yrs)	FREE												
Memberships (Regular and Corporate)													
1 Month memberships expire one month from date of purchase. 1 and 3 Month memberships must be paid in full. Consecutive monthly payment options are available for 6 Month and 12 Month Memberships. If a member fails to make the required payments, any future memberships must be paid in full or pay 1 month in full then can go back to regular payments.													
Childcare: Drop in													
	Members: Free												
	Non-members: \$10												
Admission Passes													
Daily, 6 Visit passes are not considered memberships. 6 visit passes expire 6 months from date of purchase.													
Family: an individual, spouse, or dependent children that can be claimed on taxes. Step-children and adopted children qualify. Court documentation is required to include foster children on a family membership. Anyone age 25 or over (other than parents), engaged couples													

couples living together, older siblings, aunts, cousins, or grandchildren DO NOT qualify for the family rate.									
Group Rate (Daily visit for groups of 15 or more non-members. Available only with advance notice.)									
				Individual Adult (18 - 59 yrs)					\$10.00
				Individual Child (5 - 11 yrs)					\$6.00
				Individual Youth (12 - 17 yrs)					\$8.00
Recreation Center Rental Rates									
				After- Hours Staffing				\$35/ hr	
				Kitchen Cleaning Fee				\$75	
				Extra Setup Time				\$25/ hr	
Multi-purpose Rooms									
				*Rates are Based on Two Hour Minimum				Res	N-Res
				1 Room				\$100.00	\$120.00
				Kitchen + 1 Room				\$185.00	\$210.00
				Kitchen + 2 Rooms				\$145.00	\$200.00
				Armory Cafeteria				\$145.00	\$200.00
If utilizing for more than two hours (i.e. 3 hours or more) will be charged for an additional block of time.									
Pool Parties									
					Headcount			Res	N-Res
				*rates applicable for 2 hour time blocks (Saturdays 11:30-1:30, 1:30-3:30,3:30-5:30)	up to 20			\$165	\$190
					21-30			\$185	\$210
					31-40			\$205.00	\$230.00
					41-50			\$225.00	\$275.00
Private Pool Parties				*Saturdays 5:30-7:30	up to 50			\$260.00	\$280.00
					51-75			\$300.00	\$320.00
					76+			\$385.00	\$405.00
Lap Lane Rental per hour								\$25.00	
Gymnasium (Capacity 709) (10 am - 12 noon; 1 - 3 pm; 4 - 6 pm) - applicable to operating hours								Res	N-Res
				Entire Gym				\$225.00	\$275.00
				1/2 of the Gym				\$150.00	\$175.00
				Custom Rental Per Estimate				\$325.00	\$400.00
				Table Rental			\$10.00		
				Volleyball/Pickleball Setup	No Extra Charge				
Pickleball Tournaments Held Only at the Armory									
Athletic Programs									
Softball Field Rental								Res	N-Res
				All day	8:00am-10:00pm			\$250.00	\$295.00
				Night only	5:00pm-10:00pm			\$150.00	\$185.00
Other Fees and Charges									
								Res	N-Res
Bleacher Rental (1-2 sets,5 row, for 24 hours)								\$150.00	\$175.00
(3-4 sets, 5 row, for 24 hours)								\$250.00	\$275.00
Shelter Rental (8 am - 12 noon; 1 - 5 pm)								\$115.00	\$140.00
Rental of greenspace - no shelter								Res	N-Res
Contract rental priced by activity							0-50 \$	150.00	\$ 175.00
							51-100 \$	225.00	\$ 250.00
							101+ \$	275.00	\$ 300.00
Old Armory									
Daily Admission								Res	N-Res
								\$7.00	\$10.00
				Current Recreation Center members					No Charge
Individuals ages 17 and under, 60 and above, special needs, or involved with a program at the Armory									No Charge
Old Armory Rental Rates (2 hour blocks)									
24 hour max, 8 hours per day plus \$7 per table rental								Res	N-Res
Gymnasium - applicable to operating hours								\$295.00	\$340.00
Cafeteria								\$125.00	\$175.00

Camp Fees (per week per child)									
								Res	N-Res
Summer Camp								\$175.00	\$190.00
Summer Camp Additional child								\$90.00	\$100.00
After School (\$10 additional child fee)								\$55.00	\$60.00
Home School PE (\$10 additional child fee)								\$10.00	\$15.00
American Red Cross Course Fees									
								Res	N-Res
Lifeguard Course								\$350.00	\$400.00
CPR/First Aid/AED Course								\$100.00	\$125.00
Swim Lessons Fees									
								Res	N-Res
Private Lessons *appointment only							Single session	\$50.00	\$60.00
							Five sessions	\$175.00	\$200.00
							Ten sessions	\$350.00	\$400.00
Group Lessons *sessions per month							Four sessions	\$100.00	\$125.00
							Eight sessions	\$150.00	\$175.00
Base Camp on the Go Festival Fees (2 hour minimum)									
Up to 50 participants									\$175 per hour
51 to 100 participants									\$275 per hour
101 plus participants									\$350 per hour
Refundable damage deposit									\$500.00
*Non-profits, special Haywood county/city events, and schools are exempt from this fee									
* Renter responsible for additional fees if crowd exceeds the anticipated number									

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 7/28/2026**

SUBJECT: Salamander Scavenger Hunt on Main Street RFP

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Department: Administration

Contact: Candace Poolton and George Kenney, WPAC Chair

Presenter: Candace Poolton

BRIEF SUMMARY:

The Waynesville Public Art Commission has been developing ideas for the next public art installation. After receiving buy-in from the DWC (including several Main Street merchants), the National Park Service, and Visit Smokies, the WPAC would like to move forward for looking for artists and design proposals. At their 7-9-2026 meeting, WPAC voted unanimously to recommend the RFP to Council for approval.

This project would feature life-size sculptures of different salamander species that are native to the Great Smoky Mountain National Park hidden around downtown, with an accompanying poem that talks about each species and leads the individual on a scavenger hunt to locate all of the salamander sculptures-similar to Greenville, SC's Mice on Main. The idea is to engage locals and visitors with our downtown area, as well as educating them on various species from the "Salamander Capital of the World". The WPAC website will host the scavenger hunt, and participants will be able to collect prizes donated by Visit Smokies. Main Street merchants will have the opportunity to sponsor a salamander to have the salamander installed near their shop, and have the name of their shop written into the poem. As an added bonus, merchants may volunteer to be the location where participants pick up their prizes each month, so that they can bring more visitors into their stores.

MOTION FOR CONSIDERATION:

Approve the RFP.

FUNDING SOURCE/IMPACT:

All funding for the project will come from donations and grants

ATTACHMENTS:

Town of Waynesville RFP – Main Street Salamander Scavenger Hunt

MANAGER'S COMMENTS AND RECOMMENDATIONS:

N/A



**Request for Proposal (RFP): Main Street Salamander
Scavenger Hunt**

Location: Main Street, Waynesville, North Carolina

**Issued by: The Town of Waynesville Public Art
Commission**

Issue Date: July 29th, 2026

Proposal Deadline: August 26th, 2026 at 12pm

OVERVIEW

The Town of Waynesville Public Art Commission is seeking proposals from qualified artists, fabricators, or artist teams to design, fabricate, and install a series of seven (7) small-scale salamander sculptures as part of an interactive public art scavenger hunt located throughout Downtown Waynesville's Main Street district.

Inspired by successful public art discovery programs in other communities(Ex: Mice on Main in Greenville, SC:<http://miceonmain.com/>) the project will create a family-friendly attraction that encourages exploration of downtown businesses, while celebrating Western North Carolina's Great Smoky Mountain National Park, also known as the "Salamander Capital of the World".

The salamanders will be installed in discreet but discoverable locations along Main Street and adjacent downtown areas, encouraging residents and visitors to search for all seven sculptures, with prizes being awarded to those who can discover all seven.



Image of a bronze mouse from Greenville, SC's *Mice on Main* scavenger hunt

PROJECT GOALS

The selected artist(s) will help achieve the following goals:

- Create a unique and memorable public art experience.
- Encourage pedestrian activity throughout downtown, which in turn supports local businesses by increasing foot traffic.
- Celebrate Waynesville's connection to the Great Smoky Mountains and Southern Appalachian ecosystems.
- Provide a year-round attraction for families, visitors, and school groups.
- Establish an identifiable public art feature that becomes part of Waynesville's community identity.
- Engage with the community during the project, including potentially working with art students, the National Park System, Visit Smokies, and downtown business owners.

ARTWORK REQUIREMENTS

The selected artist or team will design and fabricate seven (7) salamander sculptures that meet the following criteria:

Size

- Approximately life-sized to slightly larger than life-sized.
- Recommended length: 6 to 12 inches.
- Sculptures should be detailed enough that the species of salamander is accurately represented.
- The Waynesville Public Art Commission has worked with the National Park System to identify seven species that are native to the Great Smoky Mountain National Park, and that have striking and unique features:
 - Eastern Hellbender



- Marbled



- Jordan's



- Three-lined



- Four-toed



- Blue Ridge spring (Blue Ridge Two-lined)



- Spotted



Artists can use the NC Wildlife Resources Commission as an excellent resource for reference materials:
<https://www.ncwildlife.gov/wildlife-habitat/species> and Herps of NC:
<https://herpsofnc.org/salamanders/>

MATERIALS

Preferred materials include:

- Bronze
- Cast aluminum
- Stainless steel
- Durable composite materials
- Other vandal-resistant, weather-resistant materials suitable for permanent outdoor installation, including glass or pottery when properly weatherized.

The WPAC is open to sculptures that are powder-coated and can then be painted by local high school art students.

Materials must:

- Withstand mountain weather conditions, including snow, ice, rain, humidity, and UV exposure.
- Require minimal maintenance.
- Resist vandalism and theft.
- Be safe for public interaction.

DESIGN

- Each salamander must accurately represent the intended salamander species.

INSTALLATION LOCATIONS

The WPAC, alongside Public Works staff and local business owners, will identify approximately seven locations throughout downtown Waynesville, including:

- Sidewalks
- Streetscape features
- Planters
- Building facades (with owner approval)
- Parks and public gathering spaces

Artists should anticipate secure mounting to existing infrastructure. The Public Works staff will assist.

BUDGET

Please submit with your proposal, an estimate of the cost of the project.

The estimate should include:

- Artist design fees
- Fabrication
- Materials
- Installation hardware
- Travel expenses

DELIVERABLES

The selected artist/team shall provide:

1. Conceptual designs for seven salamanders.
2. Fabrication drawings and specifications.
3. Fabrication of all sculptures.
4. Installation plan and mounting details.
5. Maintenance recommendations.
6. Final installation assistance or supervision.

ELIGIBILITY

This opportunity is open to:

- Professional artists
- Public artists
- Sculptors
- Artist teams
- Fabricators working in collaboration with artists

Preference may be given to artists with demonstrated experience in:

- Public art
- Outdoor sculpture
- Interactive community art projects
- Durable permanent installations

PROPOSAL REQUIREMENTS

Submissions shall include:

Letter of Interest including a statement describing:

- Interest in the project
- Artistic approach
- Relevant experience

Portfolio

- Up to 15 images of completed work
- Descriptions of projects
- Materials used
- Installation locations

Resume/CV, including relevant public art experience.

Preliminary Concept such as sketches, renderings, and design concepts

Professional references.

EVALUATION /SELECTION CRITERIA AND PROCESS

The Review Committee will consist of the Waynesville Public Art Commission, which is comprised of Waynesville and Haywood County residents appointed by the Waynesville Town Council. The Committee will select the artist(s) that best meets the requirements, based on the information contained in their response to the RFP. Specifically, the Review Committee will review and consider the following:

1. The conceptual basis for the Artist's body of work, as defined in the written statement.
2. The technical and aesthetic quality of the Artist's past work as represented in the submitted images.
3. Artist's experience successfully designing, fabricating, administering, and completing public art projects or custom architectural elements on time and within budget.
4. Experience successfully completing prior work in cooperation stakeholders and within the project schedule and budget.
5. The Artist(s) training, education, and experience.
6. The quality and comprehensiveness of the submission package. Incomplete submissions may be rejected.

After the submission deadline, the Review Committee will assess each package and select the artist for the project.

The Review Committee will make a recommendation to the Town of Waynesville Council for final selection. An initial design contract (phase one) will be awarded to the selected Artist(s). Upon completion and approval of the design, a final fabrication contract (phase two) will be issued to the Artist(s) for completion of the remainder of the scope of work outlined within and further defined in the fabrication contract.

SUBMISSION REQUIREMENTS AND DEADLINES

Submission Deadline:

Any submission received after this deadline time will be ineligible.

Schedule Information:

RFP Posted July 29th, 2026

SUBMISSIONS ARE DUE BY WEDNESDAY, AUGUST 26TH, 2026 AT 12PM

Anticipated Date to notify selected artist(s) **by end of day on Thursday, August 27th.**

The Town of Waynesville reserves the right to modify this schedule as required. Project completion to be determined once an artist has been selected.

Submission Requirements:

All responses to the RFP can be submitted electronically as a single PDF file. The PDF file, no larger than 15MB, is to be emailed to cpoolton@waynesvillenc.gov by the deadline of **Wednesday, August 26th, 2026 at 12pm**. Label the PDF file as follows: **(Salamander Scavenger Hunt– Last Name, First Name)**. Hard copies are also permitted via hand delivery or mail. Please mail proposal in a sealed envelope and labeled correctly to the following address:

Town of Waynesville

Salamander Scavenger Hunt

Attn: Candace Poolton

16 South Main Street

Waynesville, NC 28786

Incomplete responses and any response submitted after the deadline will be deemed ineligible and not considered. Submissions shall include the following:

ADDITIONAL INFORMATION

General Terms/Requirements

The submittal of a proposal shall be taken as prima facie evidence that the proposing individual/firm has full knowledge of the scope, nature, quality, and quantity of the project to be performed and the detailed requirements and conditions under which the project is to be performed.

This solicitation does not commit the Town of Waynesville to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The Town reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part, this proposal process if it is in the best interest of the Town to do so. Subsequent to contract negotiations, prospective consultants may be required to submit revisions to their proposals. All proposers should note that any contract pursuant to this solicitation is dependent upon the recommendation of the Public Art Commission and approval of the Town of Waynesville Council.

Cultural Equity

The Town of Waynesville supports a full creative life for all. The Town commits to championing public art policies and practices of cultural equity that empower a just, inclusive, equitable nation. Cultural equity embodies the values, policies, and practices that ensure that all people - including but not limited to those who have been historically underrepresented based on race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.

Eligibility

Candidates must be artists, designers, or fabricators or partnered with artists, designers, or fabricators, eligible to work in the United States, and age 18 and older. Candidates are eligible regardless of race, color, ethnicity, religion, national origin, gender, gender identification, military status, sexual orientation, marital status, or physical ability.

Confidentiality of Documents

In general, documents that are submitted as part of the response to this RFP will become public records and will be subject to public disclosure. North Carolina General Statutes Section 132-1.2 and 66-152 provides a method for protecting some documents from public disclosure. If the Artist or Artist Team follows the procedures prescribed by those statutes and designates a document “confidential” or “trade secret”, the Town will withhold the document from public disclosure to the extent that it is entitled or required to do so by applicable law.

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

SUBJECT: Approval of the Addendum for Phase 2 of the Contract with SAM Managed Geospatial Services to continue the Town of Waynesville Comprehensive Stormwater Infrastructure Mapping project.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

In December 2025, the Town issued a Request for Qualifications (RFQ) for Professional Engineering Services to complete a comprehensive stormwater infrastructure mapping. Following the RFQ process, the Town-formed committee unanimously chose SAM Managed Geospatial Services. On April 28, 2026, the Town Council approved the contract with SAM for Phase I of the mapping project for \$40,000 funded through the Stormwater Utility budget. This work task was identified pursuant to the stormwater MS4 audit in 2025.

During Phase I, SAM's survey team mapped approximately 500 stormwater infrastructure features within the public rights-of-way in the southern portion of the Town. The surveyed areas included, but were not limited to, Allens Creek, Hyatt Creek, South Main Street, Country Club Drive, and Hazelwood. Detailed attributes were collected for each stormwater feature, and SAM is currently processing and digitizing the collected information.

The attached addendum to the original contract will allow SAM's survey team to come back and continue mapping the central areas of the Town. Phase II of the project will further expand the Town's comprehensive stormwater inventory of pipes, inlets, grease traps, outfalls, and other related stormwater infrastructure.

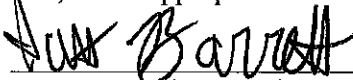
Funding for Phase II of the project is included in the approved FY 27 Stormwater Utility budget which allocated \$50,000 under the Professional Services line item.

MOTIONS FOR CONSIDERATION:

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

FUNDING SOURCE/IMPACT:

\$50,000 as appropriated in the FY 27 budget request for the town's the Stormwater Utility.



Ian Barrett, Finance Director

7/9/2026

Date

ATTACHMENTS:

1. Original Contract with Addendum

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Approval of this Addendum will allow Phase II work to begin within several weeks.



Sent via email: ogrooman@waynesvillenc.gov

June 26, 2026

Olga Grooman
Asst. Development Services Director
Town of Waynesville, NC
9 S. Main St., Suite 110
Waynesville, NC 28786

**RE: Waynesville, NC Stormwater GIS Mapping
SAM Project No.: 1025106354**

Dear Olga,

SAM is submitting an Addendum for Phase 2 to the attached Contract For Comprehensive Stormwater Infrastructure Mapping.

Phase 2 Budget Allocation **\$50,000.00**

Schedule for completion: SAM will complete all work prior to Jan 1, 2027.

Original Contract Budget:\$40,000.00
Budget related to this request:.....\$50,000.00
Total authorized budget to date:.....\$90,000.00

SAM will not begin performing work under this addendum without receiving an official response authorizing the scope, fee, and schedule defined above from a representative of your company. Additionally, accepting this approved notice to proceed does not preclude the need for SAM to receive a complete and formal binding document. The continuation of work and completion of this work is dependent on receiving a complete and binding document or executed contract revision within thirty (30) business days.

Please do not hesitate to reach out with any questions or comments.

Thank you,
Surveying And Mapping, LLC

Ethan Herbek
Director of GIS

SAM COMPANIES

9800 Southern Pine Boulevard, Suite I
Charlotte, NC 28273 | 980-296-6100

sam.biz



By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

SAM COMPANIES

9800 Southern Pine Boulevard, Suite I
Charlotte, NC 28273 | 980-296-6100

sam.biz

CONTRACT FOR COMPREHENSIVE STORMWATER INFRASTRUCTURE MAPPING

This Contract is by and between Town of Waynesville, a North Carolina municipal corporation, (Owner) and Surveying And Mapping, LLC., a Texas limited liability company, (Contractor) and is effective as of this the 29 day of April, 2026 (the Effective Date).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

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

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
 - B. During the performance of the Work and until final payment, Contractor shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents, to the Owner. Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
 - C. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
 - D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by the Owner or its consultants.
-

- 2.02 The Contract Documents are incorporated into and made a part of this Contract by reference as though set forth herein in their entirety.
- 2.03 The parties hereby adopt and reiterate any representations, covenants, or warranties set forth in the Contract Documents as though the same were set forth herein in their entirety and shall be deemed material terms of this Contract.
- 2.04 Contract Documents Defined
- A. The Contract Documents consist of the following documents:
1. This Contract.
 2. Plans and Specifications listed in Contract.
 3. Bid From Contractor
 4. Addenda.
 5. Exhibits to this Contract (enumerated as follows):
 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives
 - b. Change Orders
 - c. Field Orders.

ARTICLE 3 - OWNER

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

ARTICLE 4 - CONTRACT TIMES

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

4.03 Delays in Contractor's Progress

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

4.04 Progress Schedules

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

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

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

ARTICLE 6 - INSURANCE

6.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a
-

minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Automobile Liability herein:

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

d. Excess or Umbrella Liability:

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

e. Contractor's Pollution Liability:

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

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out
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of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

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

7.01 Supervision and Superintendence

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

7.02 Other Work at the Site

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

7.03 Services, Materials, and Equipment

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

7.04 Quality Management

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

7.05 Licenses, Fees and Permits

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

7.06 Laws and Regulations; Taxes

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

7.07 Record Documents

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

7.08 Safety and Protection

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

7.09 Warranties and Guarantees

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

7.10 Correction Period

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

7.11 Indemnification

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

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

ARTICLE 9 - OWNER'S STATUS DURING CONSTRUCTION

9.01 Owner's Status

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

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

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

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

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

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

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

13.02 Defective Work

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

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

14.02 Applications for Payments:

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

14.03 Retainage- Reserved

- A. .

14.04 Review of Applications

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

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

14.05 Contractor's Warranty of Title

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

14.06 Substantial Completion

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

14.07 Final Inspection

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

14.08 Final Payment

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

14.09 Waiver of Claims

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

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

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

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work.
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.
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ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

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

17.02 Limitation of Damages

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

17.03 No Waiver

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

17.04 Survival of Obligations

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

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

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

17.08 Additional Provisions

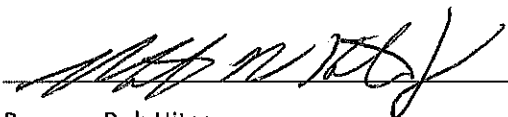
- A. This Contract and the Contract Documents represent the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written or oral. Acceptance is limited to the terms hereof and no revision of or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

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

This Contract will be effective on 4/29/2006 (which is the Effective Date of the Contract).

OWNER: Town of Waynesville

CONTRACTOR: Surveying And Mapping, LLC



By: Rob Hites

Title: Town Manager

By: Andy Wesley

Title: Senior Vice President

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

Attest: Esther Coulter ESTH Coul

Attest: _____

Title: Admin. Assistant

Title: _____

Address for giving notices:
9 S. Main St. Suite 110
Waynesville, NC 28786

Address for giving notices:
Surveying And Mapping, LLC
4801 Southwest Parkway, Bldg Two, Suite 100
Austin Texas 78735 Attn: Cody Conwell

License No.: _____
(where applicable)

SAM's Project Approach

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

COLLECT EXISTING DATA

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

SAFETY AND PROCEDURES

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

PROJECT TIMELINE AND MILESTONES

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

WORK SECTOR DEFINITION

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

PUBLIC NOTIFICATION

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

COST CONTROL & TIME MANAGEMENT

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

GPS Data Collection

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

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

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



DATA CONSISTENCY

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

DATA SECURITY & BACK UP

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

GPS REDUNDANCY CHECK

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

Stormwater Network GPS Data Collection

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

STORMWATER STRUCTURES TO BE LOCATED:

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

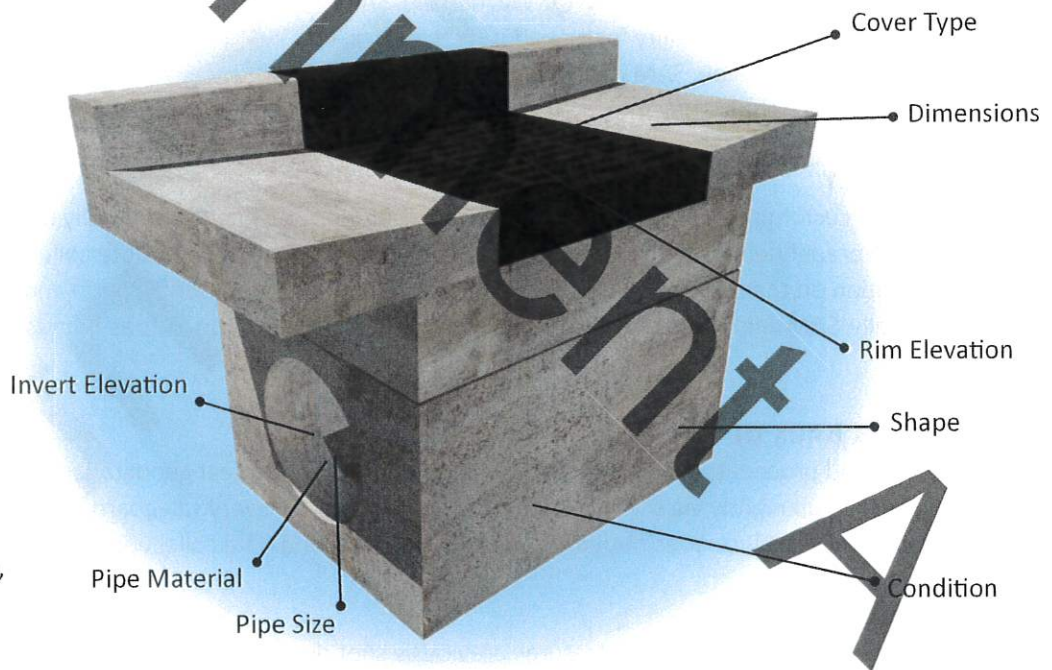
STORMWATER FIELD ATTRIBUTE COLLECTION

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

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

STORMWATER ATTRIBUTES TO BE COLLECTED INCLUDE:

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



Existing Condition Analysis

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

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

GIS MAPPING SYSTEM EVALUATION

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

FIELD GIS MAPPING

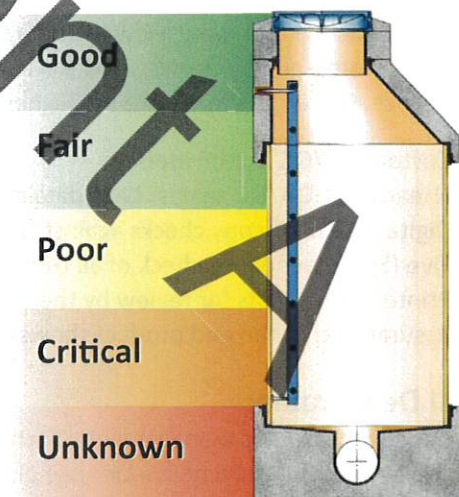
SAM has a long history of mapping utility systems, including stormwater networks. This knowledge has been acquired from the completion of hundreds of projects across the country. SAM will complete a series of tasks in this phase including:

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

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

CONDITION ASSESSMENT REPORT

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



GIS Development

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

MAP AND DATA DEVELOPMENT

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

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

Quality Assurance / Quality Control

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

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

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

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

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

Final Deliverables

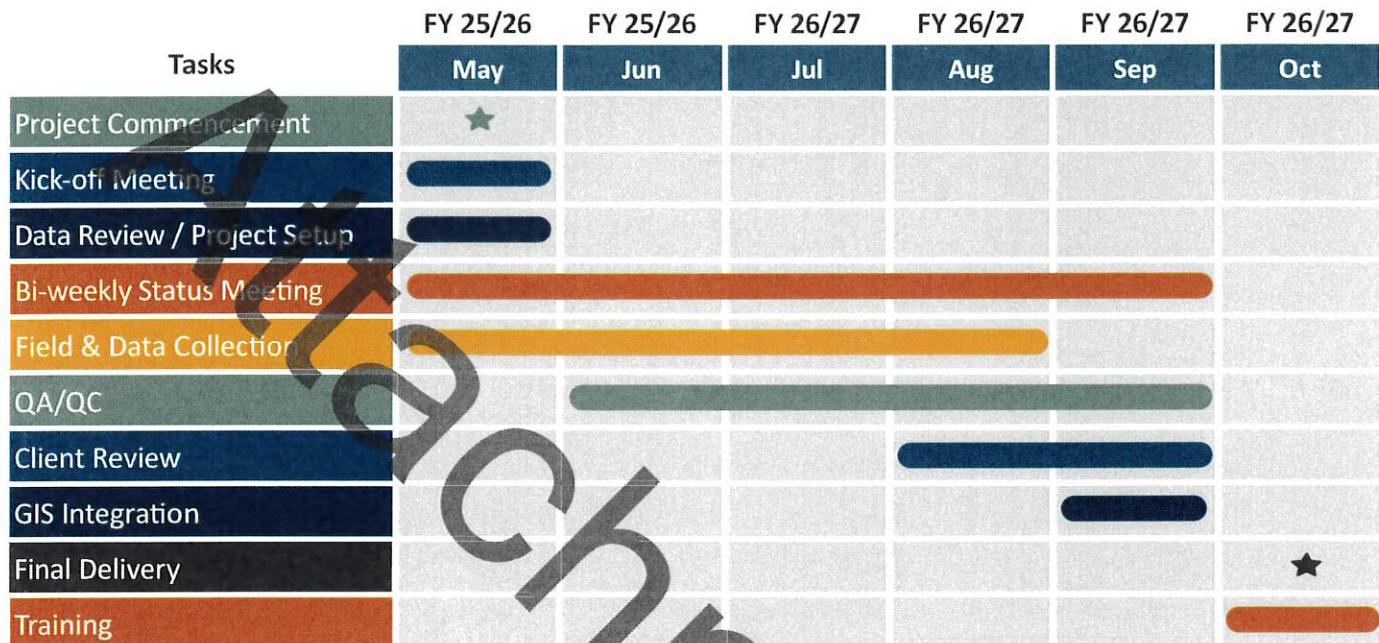
It is the policy of SAM's management to consistently assure the highest quality deliverables in the geospatial profession. SAM recognizes the extreme importance of the data we supply, and we expend significant resources designing and implementing quality control and training programs. This is a dynamic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

Surveying And Mapping, LLC (SAM)

Schedule

Project Scheduling & Progress Reporting

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



Fee Schedule

GPS DATA COLLECTION & GIS DEVELOPMENT

Stormwater Utility Network

\$94.00/structure*

*The budget recommended for this utility is \$437,616.00

Assumption

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

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 07.28.2026**

SUBJECT: Budget Amendment for the Waynesville Public Art Commission

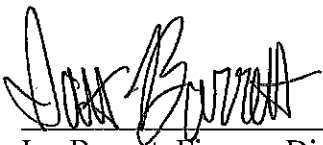
AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: WAYPAC, Admin
Contact: Candace Poolton
Presenter: Candace Poolton

BRIEF SUMMARY: Over the years, having a true grasp on the amount available to the Waynesville Public Art Commission has been difficult. The finance director and Public information officer worked together to reconcile the account history and find the true amount that was earmarked toward the public art commission. This amount had been rolled into fund balance in previous years. To mitigate this going forward, clean revenue and expense accounts were created to better track the status of the commission. The amount requested is simply the amount remaining of ear marked donations that were fundraised and received by the commission.

MOTION FOR CONSIDERATION: Approve the amendment to move the WAYPAC restricted donations to the new public art commission line.

FUNDING SOURCE/IMPACT: Fund Balance



Ian Barrett, Finance Director

07.09.2026

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No.O-27-26

Amendment No. 1 to the 2026-2027 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2026-2027 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2026-2027 Budget Ordinance be amended as follows:

General Fund:

Decrease the following appropriations:

Fund Balance	\$11,508.15
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Increase the following appropriations:

Waynesville Public Art Commission	\$11,508.15
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Adopted this 9th day of June 2026.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

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

SUBJECT: Consideration of Position Reclassification – Part-Time Wastewater Treatment Plant Operator to Part-Time Laboratory Technician

AGENDA INFORMATION:

Agenda Location: New Business
Department: Public Works
Contact: Laura Yonkers, Deputy Director Sustainability
Presenter: Laura Yonkers, Deputy Director Sustainability

SUMMARY: The Town of Waynesville Public Works Department is requesting approval for the reclassification of one existing Part-Time Wastewater Treatment Plant Operator position to a Part-Time Laboratory Technician position within the Wastewater Treatment Plant.

The Wastewater Treatment Plant laboratory performs critical analytical testing required for process control, permit compliance, reporting, and operational decision-making. Increasing regulatory requirements, laboratory quality assurance standards, and operational demands have created a need for additional technical laboratory support.

Staff has evaluated current operational needs and determined that the existing Part-Time Wastewater Treatment Plant Operator position would be more effectively utilized as a Part-Time Laboratory Technician position. The proposed position will provide technical assistance in laboratory operations, including wastewater sample collection and analysis, preparation of chemical reagents, quality control procedures, laboratory record keeping, inventory management, equipment maintenance, and support for regulatory reporting requirements.

The position will also serve as a backup to the Laboratory Supervisor, helping ensure continuity of laboratory functions and compliance with state and federal wastewater regulations.

The proposed Part-Time Laboratory Technician position requires specialized education and technical knowledge in chemistry, biology, environmental science, or a related field. The position will enhance the Town's ability to maintain accurate laboratory testing, support process optimization, and meet permit and reporting obligations.

MOTION FOR CONSIDERATION: Approve the reclassification of the Part-Time Wastewater Treatment Plant Operator position to a Part-Time Laboratory Technician position.

FUNDING SOURCE/IMPACT: The position conversion utilizes an existing authorized part-time position within the Wastewater Treatment Plant. Any salary adjustments associated with the reclassification can be accommodated within the department's approved personnel budget and will not increase the total number of authorized positions.

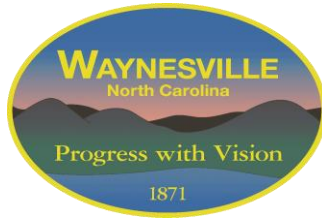
Ian Barrett, Finance Director

Date

ATTACHMENTS:

Part- Time Lab Job Description

MANAGER'S COMMENTS AND RECOMMENDATIONS:



Date: July 15, 2026

From: Human Resources Department

Position: Laboratory Technician (Part-Time)

Reports to: Laboratory Supervisor and Treatment Plant Superintendent

Department: Public Works Department – Wastewater Treatment Plant Division

Salary Range: \$22.00 - \$24.00/hr. DOE

Hours: 19 hours per week/Monday- Friday

GENERAL DESCRIPTION OF CLASS

The purpose of this class is to provide technical support in the daily operations of the wastewater treatment plant laboratory. This role involves performing chemical and biological testing, maintaining laboratory equipment, and serving as a back-up to the Laboratory Supervisor to ensure continuous compliance with state and local regulations.

ESSENTIAL TASKS

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

- **Testing & Analysis:** Collects samples of raw wastewater, treated water, and industrial waste to conduct standardized chemical and biological test
- **Operational Support:** Prepares necessary chemical reagents and solutions required for daily testing protocols.

CLASS TITLE: LABORATORY TECHNICIAN – PART TIME

- **Quality Control:** Performs routine quality control procedures on laboratory equipment and supplies to ensure the reliability of test results.
- **Maintenance:** Troubleshoots equipment issues and performs minor repairs or maintenance as needed.
- **Record Keeping:** Enters and retrieves computer data, maintains accurate laboratory test records, and assists in preparing reports for the Town and regulatory agencies.
- **Inventory:** Monitors and maintains the inventory of laboratory supplies and materials.
- **Supervisor Back-up:** Under the guidance of the Supervisor, assists in inspecting plant operations and advises plant personnel on process control changes based on test results.

VOCATIONAL/EDUCATIONAL PREPARATION:

Education: Requires a Bachelor's degree (or equivalent education and training) in Chemistry, Biology, Environmental Science, or a closely related field.

Experience: Previous experience in an industrial or environmental laboratory is preferred to ensure familiarity with wastewater protocols.

SPECIAL CERTIFICATIONS AND LICENSES:

Must possess a valid North Carolina driver's license.

KNOWLEDGE, SKILLS, & ABILITIES:

- **Mathematical Proficiency:** Ability to apply fractions, percentages, ratios, and proportions to laboratory measurements and algebraic equations.
- **Technical Literacy:** Ability to read and interpret technical manuals, procedures, and charts.
- **Physical Stamina:** Must be able to perform light-to-medium work, including standing for long periods and exerting up to 50 pounds of force on a recurring basis.
- **Sensory Acuity:** Requires normal visual acuity, color perception (for chemical reactions), and odor perception.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Physical and Dexterity Requirements

Strength Level: Must be able to perform medium work, which involves exerting between 20 and 50 pounds of force on a recurring basis.

CLASS TITLE: LABORATORY TECHNICIAN – PART TIME

Mobility: Requires the ability to walk or stand virtually all of the time.

Postural Tasks: Must be able to perform frequent stooping, crouching, kneeling, and reaching (both forward and above the head) to access equipment and collect samples.

Manual Dexterity: Requires considerable skill, adeptness, and speed in the use of fingers, hands, and limbs for tasks involving close tolerances, such as calibrating sensitive instruments and handling delicate glassware.

Sensory Requirements

Vision: Requires normal visual acuity and field of vision, as well as depth perception, to accurately read gauges, dials, and microcomputer screens.

Color & Odor Perception: Must have the ability to distinguish between shades of color (critical for chemical reactions) and detect/characterize odors.

Communication: Requires the hearing and speaking ability necessary to hold conversations in person or via telephone and to respond to plant alarms.

Environmental Hazards

Physical Conditions: The job may involve exposure to extreme heat or cold, wet or humid conditions, bright or dim light, and extreme noise levels.

Operational Hazards: Potential exposure to vibration, fumes, noxious odors, moving machinery, electrical shock, and working in confined spaces or at heights.

Chemical & Biological Risks: Frequent exposure to toxic/caustic chemicals and risk of contact with infectious diseases or bloodborne pathogens inherent in wastewater.

Judgments and Decisions

Responsibility: Responsible for guiding others and making frequent decisions that affect co-workers or those who depend on the service.

Environment: Works in a somewhat fluid environment with established rules and procedures but encounters many variations from the daily routine.

Mental Demand: Requires the ability to respond swiftly, rationally, and decisively to emergency situations while serving as a back-up to the Supervisor.

ADA COMPLIANCE

CLASS TITLE: LABORATORY TECHNICIAN – PART TIME

The Town of Waynesville is an Equal Opportunity Employer. ADA requires the Town to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

Interested applicants may apply online at

<https://www.surveymonkey.com/r/townofwaynesvilleapplication>

Or submit an application in person to:

Town of Waynesville,

Brittany Angel, HR Coordinator

Human Resources Department

16 S. Main Street

Waynesville, NC 28786

Or via email at bangel@waynesvillenc.gov

Applications will be accepted until position is filled.

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

SUBJECT:

Sanctuary Drive Culvert Contract

AGENDA INFORMATION:

Agenda Location:	Consent
Department:	Public Works
Contact:	Hutch Reece
Presenter:	Hutch Reece

SUMMARY:

The Town solicited competitive proposals for the Sanctuary Drive Culvert Replacement and Road Repair Project to repair two storm-damaged culvert crossings on Sanctuary Drive that were damaged during Hurricane Helene. The selected contractor is **Enterprise G, Inc.** under a lump sum contract amount of **\$240,141.00**.

Enterprise G, Inc. was determined to be the lowest responsive and responsible bidder and is recommended for award based on its demonstrated qualifications, ability to complete the work within the required timeframe, and competitive pricing.

The contract incorporates establishes a **45-day** substantial completion and **60-day** final completion period following **Notice to Proceed**.

The project restores critical roadway and drainage infrastructure and is intended to be eligible for FEMA reimbursement.

MOTION FOR CONSIDERATION:

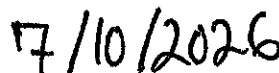
Approve the contract with **Enterprise G, Inc.** for the **Sanctuary Drive Culvert Replacement and Road Repair Project** in the amount of **\$240,141.00** and authorize the Town Manager to execute the contract and any associated project documents consistent with the approved budget and applicable procurement requirements.

FUNDING SOURCE/IMPACT:

Funding is provided through FEMA disaster recovery reimbursement, subject to FEMA eligibility and reimbursement requirements. Any non-reimbursable costs or required local match will be funded from the Town's approved FEMA project fund



Ian Barrett, Finance Director



Date

ATTACHMENTS:

- Sanctuary Drive Culvert and Road Repair Contract
- Request for Proposals
- Bid/Proposal

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval. The contract reflects the scope of work advertised in the RFP, incorporates protections for schedule, insurance, warranties, change orders, inspections, and FEMA compliance, and will allow restoration of critical public infrastructure.

CONTRACT AGREEMENT

Sanctuary Drive Culvert and Road Repair Project

Town of Waynesville, North Carolina

Haywood County

Contract Number:	
Date of Agreement:	
Bid / Project Number:	

OWNER
Town of Waynesville, North Carolina 16 South Main Street, Waynesville, North Carolina 28786 Haywood County

— AND —

CONTRACTOR	
Contractor Name:	
Address:	
City, State, Zip:	
NC Contractor License No.:	

*This Contract Agreement is entered into pursuant to North Carolina General Statutes Chapter
143, Article 8.*

*All blank fields are to be completed prior to execution by authorized representatives of both
parties.*

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ARTICLE 1 – PARTIES

This Contract Agreement ("**Contract**") is entered into this day of , 20 , by and between:

OWNER: The Town of Waynesville, a North Carolina municipal corporation ("**Owner**"), with principal offices at 16 South Main Street, Waynesville, North Carolina 28786; and

CONTRACTOR: ("**Contractor**"), with principal offices at , licensed in the State of North Carolina (License No.).

Owner and Contractor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

ARTICLE 2 – RECITALS

2.1 Background. The Owner solicited bids for the Sanctuary Drive Culvert and Road Repair Project ("**Project**") in accordance with North Carolina General Statutes Chapter 143, Article 8, governing public construction contracts for local government units.

2.2 Competitive Bidding. Following a duly advertised competitive bidding process, the Contractor submitted the lowest responsive, responsible bid for the Project in compliance with the Invitation to Bid and all applicable requirements of North Carolina law.

2.3 Award. The Owner's governing board authorized award of the Contract to Contractor in the manner required by applicable North Carolina law, and both Parties now desire to enter into this Contract on the terms and conditions set forth herein.

ARTICLE 3 – SCOPE OF WORK

3.1 Description of Work. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, and incidentals necessary to complete the Sanctuary Drive Culvert and Road Repair Project (the "**Work**"). The Work includes, but is not limited to, the following:

- (a) Removal and replacement of failed culvert(s) on Sanctuary Drive;
- (b) Road base repair, grading, and resurfacing;
- (c) Erosion control and storm drainage improvements;
- (d) Restoration of all disturbed areas to pre-construction condition or better;
- (e) Traffic control, signage, and public safety measures during construction; and
- (f) All appurtenant and incidental work as described in the Contract Documents.

3.2 Contract Documents. This Contract, together with the following documents, constitutes the entire agreement between the Parties (collectively, the "**Contract Documents**");

- (a) This Contract Agreement;
- (b) Invitation to Bid;
- (c) Instructions to Bidders;
- (d) Bid Form and Bid Bond;
- (e) General Conditions;
- (f) Special Conditions;
- (g) Technical Specifications;
- (h) Project Plans and Drawings;
- (i) Addenda issued prior to bid opening;
- (j) Performance Bond (Exhibit A);
- (k) Payment Bond (Exhibit B); and
- (l) Required Compliance Certifications and Affidavits (Exhibits C through J).

In the event of conflict among the Contract Documents, this Contract Agreement shall govern, followed by the Special Conditions, then the General Conditions, then the Drawings and Technical Specifications. In all cases, the more stringent requirement shall govern.

3.3 Standard of Performance. All Work shall be performed in a good and workmanlike manner, consistent with applicable professional standards, and in strict compliance with all applicable federal, state, and local laws, codes, ordinances, and regulations, including without limitation those of the North Carolina Department of Transportation, the North Carolina Division of Water Resources, and the Town of Waynesville.

ARTICLE 4 – CONTRACT PRICE AND PAYMENT

4.1 Contract Price. Owner shall pay Contractor the total lump sum amount of \$ **240,141.00** (the "**Contract Price**") for the satisfactory performance and full completion of all Work under this Contract. This amount is fixed and not subject to adjustment except by written Change Order executed by both parties.

4.2 Lump Sum Payment. Payment of the full Contract Price shall be made in a single lump sum payment following satisfaction of all of the following conditions:

- (a) Final Completion of all Work in accordance with the Contract Documents;
- (b) Owner's written acceptance of the Work;
- (c) Contractor's submission of a final invoice, executed final lien waiver, and all required closeout documents including as-built drawings, warranties, and operation manuals; and
- (d) Receipt and approval of all required certifications and compliance documentation.

Owner shall remit payment within **thirty (30) calendar days** of satisfying all conditions set forth in this Section 4.2.

4.3 No Partial Payments. No partial, progress, or advance payments shall be made under this Contract. The full Contract Price shall become due and payable only upon satisfaction of all conditions in Section 4.2.

4.4 Withholding of Payment. Owner may withhold payment, or any portion thereof, to the extent necessary to protect Owner from loss due to:

- (a) Defective Work not remedied;
- (b) Third-party claims arising from Contractor's operations;
- (c) Failure to pay subcontractors or material suppliers;

4.5 Final Acceptance. Owner's issuance of final payment shall constitute final acceptance of the Work, subject to any surviving obligations under this Contract including warranties, indemnification, and audit rights.

- (a) Defective Work not remedied within a reasonable time after written notice;
- (b) Third-party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) Failure to make payments to subcontractors or suppliers for labor, materials, or equipment;
- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) Damage to Owner or another contractor; or
- (f) Failure to complete the Work within the Contract Time.

ARTICLE 5 – CONTRACT TIME

5.1 Commencement. Contractor shall commence the Work within **ten (10) calendar days** after receipt of Owner's written Notice to Proceed. The Notice to Proceed shall designate the date on which the Contract Time commences.

5.2 Substantial Completion. Contractor shall achieve Substantial Completion of all Work within forty-five calendar days after the date of Notice to Proceed (the "**Contract Time**"). "**Substantial Completion**" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project for its intended purpose.

5.3 Final Completion. Contractor shall achieve Final Completion within **thirty (30) calendar days** after Substantial Completion. "**Final Completion**" means the completion of all Work, including all punch list items, in accordance with the Contract Documents.

5.4 Liquidated Damages. Time is of the essence of this Contract. The Parties acknowledge that if the Contractor fails to achieve Substantial Completion within the Contract Time, Owner will suffer damages that are difficult to ascertain with certainty. Accordingly, Contractor shall pay Owner, as liquidated damages and not as a penalty, the sum of \$ **500.00** per calendar day for each calendar day that Substantial Completion is delayed beyond the Contract Time. Such amount represents a fair and reasonable estimate of Owner's actual damages and shall be the Owner's sole and exclusive remedy for delay, except as otherwise provided by law.

North Carolina Statutory Compliance — Clause 1

North Carolina General Statutes § 87-1 — NC Licensing Board for General Contractors

ARTICLE 6 – CONTRACTOR LICENSING VERIFICATION

6.1 Licensing Requirement. Pursuant to North Carolina General Statutes § 87-1, no person or firm shall engage in or attempt to engage in the business of general contracting in North Carolina without first obtaining a license from the North Carolina Licensing Board for General Contractors. The Contractor represents and warrants that, at the time of bidding and continuously throughout the duration of this Contract, it holds a valid and current North Carolina General Contractor's license of the appropriate classification authorizing the performance of the Work described in this Contract.

6.2 License Verification. The Contractor's licensing information is as follows:

NC General Contractor's License Number:	
License Type / Classification:	
License Expiration Date:	

6.3 Subcontractor Licensing. The Contractor shall ensure that all subcontractors and sub-subcontractors engaged on the Project possess all licenses required by applicable North Carolina law and local regulations for the work they perform, including but not limited to licenses required under NCGS Chapter 87 for grading, electrical, mechanical, plumbing, and any specialty trade work. Contractor shall maintain complete documentation of all subcontractor licenses and shall provide copies to Owner upon request within five (5) business days.

6.4 License Lapse. In the event Contractor's license lapses, expires, is revoked, suspended, or otherwise rendered invalid during the performance of this Contract, Contractor shall immediately notify Owner in writing within twenty-four (24) hours of such occurrence. Owner may, at its sole option, suspend all Work pending reinstatement of a valid license or terminate this Contract for cause pursuant to Article 20. Owner shall incur no obligation for Work performed while Contractor's license is not in good standing.

North Carolina Statutory Compliance — Clause 2

North Carolina General Statutes § 44A-26 — Performance and Payment Bonds
(Threshold: Contracts Exceeding \$300,000)

ARTICLE 7 – PERFORMANCE AND PAYMENT BONDS

7.1 Statutory Threshold. Pursuant to North Carolina General Statutes § 44A-26, performance and payment bonds are required for public construction contracts only when the total contract amount **exceeds \$300,000**. Because the Contract Price under this Agreement does not exceed **\$300,000**, performance and payment bonds are **not required** and will not be mandated as a condition of this Contract.

7.2 Change Order Threshold Trigger. In the event that executed Change Orders cause the cumulative Contract Price to exceed **\$300,000**, the Contractor shall, within **ten (10) calendar days** of the Change Order execution that causes the Contract Price to cross that threshold, furnish to Owner both of the following bonds, each executed by a surety company duly licensed to do business in North Carolina and listed on the U.S. Department of the Treasury's Circular 570 list of approved sureties:

- (a) Performance Bond.** A Performance Bond in an amount equal to **one hundred percent (100%) of the then-current Contract Price**, guaranteeing the faithful performance of this Contract and the completion of all Work in accordance with the Contract Documents.
- (b) Payment Bond.** A Payment Bond in an amount equal to **one hundred percent (100%) of the then-current Contract Price**, guaranteeing the payment of all persons supplying labor, materials, equipment, and supplies for the prosecution of the Work under this Contract, as required by NCGS § 44A-26.

Failure to furnish the required bonds within ten (10) calendar days of crossing the statutory threshold shall constitute a **material breach** of this Contract.

7.3 Voluntary Bonds. Nothing in this Article prohibits the Town of Waynesville from requesting, or the Contractor from voluntarily furnishing, performance or payment bonds at any time, regardless of the Contract Price. Any such voluntarily furnished bonds shall be in a form acceptable to Owner and executed by a surety company duly licensed to do business in North Carolina.

ARTICLE 8 – INSURANCE REQUIREMENTS

8.1 Required Coverages. Contractor shall procure and maintain, at its sole expense and throughout the full term of this Contract and until final acceptance of the Work, insurance coverages not less than the following:

Coverage Type	Minimum Limits
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence / \$2,000,000 aggregate
Commercial Automobile Liability (all owned, hired, non-owned)	\$1,000,000 combined single limit
Workers' Compensation	Statutory limits as required by North Carolina law
Employer's Liability	\$500,000 per occurrence
Umbrella / Excess Liability	\$2,000,000 per occurrence / \$2,000,000 aggregate

8.2 Additional Insured. The Town of Waynesville, its elected officials, officers, employees, and agents shall be named as an additional insured on all Commercial General Liability and Commercial Automobile Liability policies. Such additional insured status shall be provided on a primary and non-contributory basis with respect to any other insurance maintained by Owner.

8.3 Certificates of Insurance. Prior to commencement of any Work, Contractor shall furnish Owner with certificates of insurance on ACORD Form 25 (or equivalent) evidencing all required coverages, naming the Town of Waynesville as certificate holder and additional insured. All certificates shall contain a provision requiring the insurer to provide a minimum of **thirty (30) days'** advance written notice to Owner of cancellation or material change in coverage (ten (10) days for nonpayment of premium).

8.4 Subcontractor Insurance. Contractor shall ensure that all subcontractors maintain insurance coverages equivalent to those required of Contractor under this Article and shall provide Owner with evidence of subcontractor insurance upon request.

8.5 No Limitation of Liability. The insurance requirements set forth in this Article shall not be construed to limit Contractor's liability under this Contract. The procurement of any specific insurance policy shall not be interpreted as a limitation on Contractor's indemnification obligations under Article 19.

North Carolina Statutory Compliance — Clause 3

North Carolina General Statutes § 143-128.2 — Minority Business Enterprise
Participation Goals

ARTICLE 9 – MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

9.1 Statutory Requirement. This Contract is subject to the requirements of North Carolina General Statutes § 143-128.2, which establishes goals and good faith effort requirements for participation by minority-owned business enterprises in State and local government construction contracts.

9.2 Good Faith Goal. The Owner has established a minority business participation goal of **ten percent (10%) of the Contract Price** for this Project, consistent with the guidelines of NCGS § 143-128.2. The Contractor shall make documented, verifiable good faith efforts to achieve this goal by subcontracting work or purchasing materials from minority business enterprises certified by the North Carolina Office for Historically Underutilized Businesses ("NC HUB") or another recognized governmental certification agency.

9.3 Evidence of Good Faith Efforts. In the event the Contractor is unable to meet the stated participation goal, the Contractor shall document and submit to Owner evidence of its good faith efforts. Such evidence shall include, at a minimum:

- (a) Attendance at any pre-bid meetings held to inform MBEs of subcontracting and material supply opportunities;
- (b) Written notification to certified MBE firms of specific subcontracting and supply opportunities at least five (5) business days before bid submission;
- (c) Documented efforts to divide the Work into economically feasible units so as to facilitate MBE participation;
- (d) Written records of negotiations with qualified MBEs, including the identity of MBEs contacted, the dates of contact, and written reasons any MBE was found to be unqualified or rejected;
- (e) Documented use of the services of the NC HUB Office, minority contractor associations, or other organizations to identify and recruit certified MBEs; and
- (f) Copies of written solicitations sent to certified MBE firms.

9.4 Required Affidavit. The Contractor shall complete, execute, and submit the applicable required affidavit as follows:

Affidavit A (Listing of Good Faith Efforts): To be submitted if the Contractor does not meet the stated MBE participation goal, documenting good faith efforts undertaken.

Affidavit B (Identification of Minority Business Participation): To be submitted if the Contractor does meet or exceed the stated MBE participation goal, identifying all MBE subcontractors, the nature of work or materials, and committed dollar amounts.

The applicable affidavit in the form required by NCGS § 143-128.2 shall be attached hereto as **Exhibit D** and shall be submitted with the executed Contract Documents.

9.5 Substitution of MBE Subcontractors. Contractor shall not terminate, replace, or otherwise substitute any identified MBE subcontractor after Contract execution without prior written approval of Owner. Any request for substitution must be accompanied by documentation demonstrating good cause and evidence of good faith efforts to identify a replacement MBE subcontractor for the same scope of work.

9.6 Monthly Reporting. Contractor shall submit monthly reports to Owner's designated contact, no later than the 10th day of each calendar month, documenting: (a) actual payments made to each MBE firm during the preceding month; (b) the name and certification status of each MBE firm; (c) a description of Work performed or materials supplied; and (d) cumulative MBE participation as a percentage of the Contract Price.

North Carolina Statutory Compliance — Clause 4

North Carolina General Statutes § 64-26(a) E-Verify / Work Authorization
Verification (Article 2, Chapter 64)

ARTICLE 10 – E-VERIFY COMPLIANCE

10.1 Statutory Basis. This Contract is subject to the requirements of North Carolina General Statutes § 64-26(a), Article 2 of Chapter 64 (Verification of Work Authorization), which requires contractors on public contracts to verify the work authorization status of employees.

10.2 Contractor's Representations and Certifications. The Contractor represents, warrants, and certifies that:

- (a) It is registered with and actively participates in the federal E-Verify program (Employment Eligibility Verification system), jointly administered by the U.S. Department of Homeland Security and the Social Security Administration;
- (b) It has verified, and will continue to verify, the employment eligibility of all persons hired to work in the United States during the term of this Contract through the E-Verify system; and
- (c) It shall not knowingly use the services of any subcontractor or sub-subcontractor on this Project that is not in full compliance with this Article and NCGS § 64-26.

10.3 E-Verify Enrollment Information.

Contractor's E-Verify Company ID Number:	
Date of E-Verify Enrollment:	

If Contractor is not yet enrolled in E-Verify at the time of Contract execution, Contractor shall enroll prior to commencement of any Work and provide Owner with its E-Verify Company ID Number within **five (5) business days** of enrollment.

10.4 Required Certification Statement. By executing this Contract, the Contractor hereby certifies the following, as required by NCGS § 64-26(a):

"The Contractor,

certifies that it does not knowingly, nor does it knowingly contract with any subcontractor or sub-subcontractor that: (i) employs or contracts with an unauthorized alien; or (ii) does not comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes."

10.5 Subcontractor Compliance. Contractor shall include in each subcontract a provision requiring the subcontractor to comply with NCGS § 64-26. Prior to commencing Work on the Project, each subcontractor shall certify to Contractor, in writing, that it participates in E-Verify and complies with NCGS § 64-26. Contractor shall maintain copies of all subcontractor E-Verify certifications and shall provide them to Owner upon request. See **Exhibit F** and **Exhibit G**.

10.6 Audit and Verification of Compliance. Owner may audit Contractor's E-Verify compliance at any time during the performance of this Contract and for a period of five (5) years following Final Completion. Contractor shall cooperate fully with any such audit and shall produce documentation of E-Verify participation within **five (5) business days** of Owner's written request.

North Carolina Statutory Compliance — Clause 5

North Carolina General Statutes §§ 147-86.55 through 147-86.61 — NC Iran
Divestment Act of 2015

ARTICLE 11 – IRAN DIVESTMENT ACT CERTIFICATION

11.1 Statutory Basis. This Contract is subject to North Carolina General Statutes §§ 147-86.55 through 147-86.61 (the "**NC Iran Divestment Act of 2015**"), which prohibits the State and its political subdivisions from contracting with persons or entities that have substantial involvement in the energy sector of Iran.

11.2 Contractor's Certification. As a condition of contracting with the Town of Waynesville, by executing this Contract the Contractor hereby certifies that, as of the date of execution and throughout the term of this Contract:

(a) The Contractor is **not** identified on the Final Divestment List published by the North Carolina State Treasurer pursuant to NCGS § 147-86.58.

(b) The Contractor will not knowingly utilize any subcontractor or supplier that is identified on the Final Divestment List for the performance of Work under this Contract;
and

(c) The Contractor has not provided, and will not provide, goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, as defined in NCGS § 147-86.55.

11.3 Required Certification Language. Pursuant to NCGS § 147-86.59(b), and as set forth in full in **Exhibit E**, the Contractor certifies the following:

"I, the undersigned authorized representative of

, hereby certify, under penalty of perjury, that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statutes § 147-86.58. I further certify that the Contractor will not utilize any subcontractor that is identified on the Final Divestment List for the performance of this Contract."

11.4 Material Breach. Any certification found to be false, or any Contractor subsequently added to the Final Divestment List during the term of this Contract, shall constitute a **material breach** of this Contract. Upon discovery of such breach, Owner shall have the right to immediately terminate this Contract without liability to Contractor for anticipated profits or unperformed Work, in addition to all other remedies available at law or in equity.

11.5 Continuing Obligation. Contractor's obligations under this Article shall be a continuing obligation throughout the performance of this Contract. Contractor shall immediately notify Owner in writing if any circumstance arises that would make any certification under this Article false or inaccurate.

North Carolina Statutory Compliance — Clause 6

North Carolina General Statutes § 143-54 — Non-Collusion Affidavit Requirement

ARTICLE 12 – NON-COLLUSION AFFIDAVIT

12.1 Statutory Basis. Pursuant to North Carolina General Statutes § 143-54, the Contractor is required to execute a Non-Collusion Affidavit as a condition of this Contract. No contract shall be awarded to any person who has engaged in collusion or bid rigging in connection with the Project.

12.2 Non-Collusion Certification. By executing this Contract, the Contractor's authorized representative swears or affirms, under penalty of perjury, to the following:

"I, the undersigned, being first duly sworn, depose and state that:

(a)

I am the

[Title] of

[Contractor Name], the party making the foregoing bid/proposal;

(b)

The bid/proposal submitted by the Contractor is genuine and not collusive or a sham bid.

(c)

The Contractor has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a false or sham bid, or agreed with anyone else to refrain from bidding;

(d)

The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner or anyone interested in the proposed Contract;

(e)

All statements contained in the bid/proposal are true; and

(f)

The Contractor has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual except to the Owner or to any person or persons who have partnership or other financial interest with the undersigned in the Contractor."

12.3 Notarization. The Non-Collusion Affidavit shall be properly sworn and notarized. The Non-Collusion Affidavit in the form attached hereto as **Exhibit C** shall be fully executed and submitted as part of the Contract Documents. Failure to submit the executed Non-Collusion Affidavit shall render the Contract voidable at Owner's option.

North Carolina Statutory Compliance — Clause 7

North Carolina General Statutes § 143-133.3 — Prohibition on Use of Unauthorized Aliens on Public Construction Projects

ARTICLE 13 – SUBCONTRACTOR IMMIGRATION COMPLIANCE

13.1 Statutory Basis. This Contract is subject to North Carolina General Statutes § 143-133.3, which prohibits the use of unauthorized aliens on public construction projects funded in whole or in part by State or local government funds in North Carolina.

13.2 Contractor's Certification. The Contractor certifies that it does not knowingly employ or contract with an unauthorized alien, as defined in NCGS § 143-133.3 and applicable federal immigration law. The Contractor further certifies that it shall not, during the performance of this Contract, employ or contract with any person who is an unauthorized alien within the meaning of applicable federal immigration law, including the Immigration Reform and Control Act of 1986 (IRCA), as amended.

13.3 Subcontractor Requirements. The Contractor shall include in every subcontract and sub-subcontract for Work on this Project the following mandatory provisions:

- (a) The subcontractor shall not employ or knowingly contract with an unauthorized alien to perform any Work on this Project;
- (b) The subcontractor shall verify the immigration and employment eligibility status of all employees assigned to this Project in compliance with all applicable federal and state law; and
- (c) The subcontractor shall comply with all provisions of NCGS § 143-133.3 and shall cooperate with any audit or investigation conducted pursuant to this Article.

13.4 Verification Obligation. The Contractor shall obtain written certification from each subcontractor and sub-subcontractor, prior to commencement of Work by such subcontractor, that the subcontractor does not knowingly employ or contract with unauthorized aliens. Contractor shall maintain copies of all such certifications in its project records and shall provide copies to Owner within **five (5) business days** of Owner's written request. See **Exhibit G**.

13.5 Remedy for Non-Compliance. If Owner determines, based on substantial evidence, that Contractor or any subcontractor is in violation of NCGS § 143-133.3, Owner may

immediately terminate this Contract for cause and shall be entitled to recover any resulting losses, damages, fines, penalties, or costs incurred by Owner arising from such violation. Contractor shall indemnify Owner against all such losses in accordance with Article 19.

13.6 Relationship to E-Verify. This Article shall be read in conjunction with Article 10 (E-Verify Compliance). Compliance with the E-Verify program requirements of Article 10 shall constitute evidence of good faith compliance with this Article, but shall not excuse or mitigate any knowing violation of applicable immigration laws by Contractor or any subcontractor.

North Carolina Statutory Compliance — Clause 8

North Carolina General Statutes § 105-164.14(c) Sales and Use Tax Refunds for Government Entity Projects

ARTICLE 14 – SALES TAX REPORTING

14.1 Statutory Basis. This Contract is subject to North Carolina General Statutes § 105-164.14(c) and applicable Department of Revenue guidance relating to sales and use tax on building materials, supplies, and fixtures used in construction projects for governmental entities in North Carolina.

14.2 Sales Tax Exemption Documentation. The Town of Waynesville is a North Carolina governmental entity and may be eligible for refunds of sales and use taxes paid on materials and supplies incorporated into the Work, pursuant to NCGS § 105-164.14(c). To facilitate Owner's eligibility for applicable tax refunds, Contractor shall:

- (a) Separately itemize on all invoices and payment applications the cost of all taxable materials, supplies, and equipment incorporated into the permanent Work;

(b) Provide Owner with copies of all invoices and purchase receipts documenting sales taxes paid on materials incorporated into the Project, within **thirty (30) days** of the date of purchase;

(c) Identify on all invoices the Project name (Sanctuary Drive Culvert and Road Repair Project) and Owner (Town of Waynesville) in connection with all materials purchases;

(d) Execute and provide to Owner any forms, affidavits, or documentation required by the North Carolina Department of Revenue to support Owner's application for a sales tax refund under NCGS § 105-164.14(c); and

(e) Require all subcontractors to similarly maintain and provide invoices, receipts, and documentation of sales taxes paid on materials for incorporation into the permanent Work.

14.3 Contractor's Tax Obligations. The Contractor is responsible for complying with all applicable North Carolina and federal sales, use, and excise tax laws with respect to its own business operations. Contractor shall maintain all purchase records, invoices, and documentation necessary to support Owner's tax refund claims for a minimum of **five (5) years** following final payment under this Contract.

14.4 Cooperation with Tax Authorities. Contractor shall reasonably cooperate with Owner and the NC Department of Revenue in connection with any sales tax refund application, audit, or examination arising from this Contract. Contractor shall make its records available for inspection within five (5) business days of a written request from Owner or any authorized tax authority.

North Carolina Statutory Compliance — Clause 9

North Carolina General Statutes Chapter 132 — Public Records Law

ARTICLE 15 – PUBLIC RECORDS COMPLIANCE

15.1 Statutory Basis. This Contract is subject to North Carolina General Statutes Chapter 132 (Public Records Law). All public records generated, received, or held in connection with this Contract, to the extent they constitute "public records" as defined by NCGS § 132-1, are subject to mandatory public access requirements. The Town of Waynesville is a public agency subject to the North Carolina Public Records Law.

15.2 Contractor's Obligations. The Contractor acknowledges that certain records generated or maintained in the performance of this Contract may constitute public records of the Town of Waynesville subject to disclosure under North Carolina law. Contractor agrees to:

- (a) Cooperate with Owner in responding to any public records request that implicates documents, records, data, or communications in Contractor's possession relating to this Contract or the Project, within any time period required by applicable law;
- (b) Promptly notify Owner in writing, and in any event within **two (2) business days**, of any public records request received directly by Contractor that relates to this Contract or the Project; and
- (c) Not dispose of, destroy, alter, delete, or otherwise render unavailable any record relating to this Contract without prior written authorization from Owner, except in accordance with Owner's adopted records retention schedule.

15.3 Records Retention. Contractor shall retain all records related to this Contract, in their original form or in a reliable electronic reproduction, for a minimum of **five (5) years** following final payment, or for such longer period as may be required by applicable law. Records subject to any pending litigation, public records request, audit, or administrative proceeding shall be retained until the matter is fully and finally resolved, regardless of the otherwise applicable retention period.

15.4 Proprietary and Trade Secret Information. Contractor may designate trade secrets or other proprietary information submitted to Owner, provided such designation is made

expressly in writing at the time of submission and in accordance with the requirements of North Carolina law, including NCGS § 132-1.2. Owner shall make reasonable efforts to protect properly designated proprietary information from public disclosure; however, Owner makes no warranty or guarantee regarding the ultimate determination of public records status, which determination shall be made by a court of competent jurisdiction if contested.

North Carolina Statutory Compliance — Clause 10

North Carolina General Statutes § 159-34 — Local Government Finance Act: Audit Requirements

ARTICLE 16 – AUDIT RIGHTS

16.1 Statutory Basis. Owner's audit rights are established pursuant to North Carolina General Statutes § 159-34 (Local Government Finance Act – Audit Requirements), the Town of Waynesville financial policies and procedures, generally accepted governmental auditing standards (GAGAS), and applicable federal requirements.

16.2 Owner's Right to Audit. Owner, or its authorized representatives (including the Town's Finance Director, independent auditors, or any State or federal agency with jurisdiction), shall have the right, upon reasonable advance written notice of not less than **five (5) business days** (except in cases of suspected fraud or misrepresentation, in which case no prior notice shall be required), to audit, examine, and copy any and all books, records, accounts, correspondence, instructions, plans, drawings, receipts, vouchers, subcontracts, purchase orders, invoices, payroll records, and any other documents or records of Contractor related to this Contract. This right shall exist throughout the performance of this Contract and for a period of **five (5) years** following final payment.

16.3 Scope of Audit. Audits conducted pursuant to this Article may include, but shall not be limited to, examination of:

- (a) All costs incurred and claimed under this Contract, including labor, materials, equipment, and overhead;
- (b) Compliance with cost and pricing representations and certifications made in the bid documents;
- (c) Compliance with all statutory requirements incorporated in this Contract, including Articles 9 through 15;
- (d) MBE participation records and documentation of actual payments to MBE firms;
- (e) E-Verify compliance records and subcontractor certifications;
- (f) Certified payroll records and prevailing wage compliance, if applicable; and
- (g) Materials procurement records, sales tax invoices, and documentation supporting Owner's tax refund claims.

16.4 Cooperation. Contractor shall cooperate fully with any audit conducted under this Article. Contractor shall make its facilities, personnel, and records available at reasonable times and mutually agreed locations as designated by Owner. Contractor shall require its subcontractors, sub-subcontractors, and suppliers to maintain and make available similar records and to cooperate with any audit conducted on behalf of Owner.

16.5 Audit Cost Recovery. In the event an audit reveals overcharges, material non-compliance, or misrepresentations by the Contractor in an amount exceeding **three percent (3%)** of the Contract Price, Contractor shall reimburse Owner for the reasonable and documented cost of the audit in addition to repaying any overcharges with interest at the legal rate established by NCGS § 24-1, accruing from the date of the overcharge.

16.6 Independent State Audit Authority. Nothing in this Article shall be construed to limit or restrict the independent audit authority of the Office of the State Auditor of North Carolina or any other State or federal agency possessing independent audit authority over public funds or federally assisted programs.

16.7 Federal Audit Rights – 2 CFR § 200.337. To the extent this Contract is funded in whole or in part by federal financial assistance, including without limitation FEMA Public Assistance grants or other federal awards subject to 2 CFR Part 200 (the Uniform Guidance), the Contractor expressly acknowledges and agrees that, in addition to Owner's audit rights set forth above, the following entities shall each have the right to access, audit, and examine any books, documents, papers, and records of the Contractor that are pertinent to this Contract: (a) the Federal Emergency Management Agency (FEMA); (b) the U.S. Department of Homeland Security (DHS) Office of Inspector General; and (c) the Comptroller General of the United States (U.S. Government Accountability Office), or any of their duly authorized representatives. This right of access shall exist at any time during the performance of this Contract and for a period of not less than **three (3) years** after final payment under the federal award, or for such longer period as may be required under 2 CFR § 200.337 or other applicable federal requirements. Contractor shall require its subcontractors and lower-tier participants to grant equivalent audit access rights to such federal entities.

ARTICLE 17 – CHANGES IN WORK

17.1 Owner's Right to Order Changes. Owner may, at any time and without notice to any surety, order additions, deletions, or revisions to the Work within the general scope of this Contract. No Change Order shall be required for minor field adjustments that do not affect the Contract Price or Contract Time. All other changes shall be authorized by a written Change Order signed by Owner's authorized representative and Contractor before the changed Work is performed, except in cases of declared emergency where verbal authorization may be given followed by a written Change Order within five (5) business days.

17.2 Change Order Pricing. Adjustments in the Contract Price or Contract Time resulting from changes in the Work shall be determined by one of the following methods, in order of preference:

- (a) Mutual agreement on a firm lump sum price for the changed Work;
- (b) Unit prices established in the Contract Documents, applied to the quantities of changed Work; or
- (c) Actual, documented costs plus a reasonable allowance for overhead and profit, as agreed in writing by the Parties.

17.3 Disputes Regarding Changes. If the Parties are unable to agree on the adjustment in Contract Price or Contract Time within thirty (30) days of the Change Order request, Contractor shall nonetheless proceed promptly with the ordered Work. Owner shall pay the undisputed amount for such Work without prejudice to either Party. Any disputed amount shall be resolved pursuant to Article 18 (Claims and Disputes).

ARTICLE 18 – CLAIMS AND DISPUTES

18.1 Notice of Claim. Contractor shall provide written notice of any Claim to Owner's designated representative within **twenty-one (21) days** of the event giving rise to the Claim, or within twenty-one (21) days of the date Contractor first recognized the condition giving rise to the Claim, whichever is earlier. Failure to provide timely written notice shall constitute a waiver of the Claim.

18.2 Initial Decision. Owner's Representative shall render a written initial decision on all Claims within **thirty (30) days** of receipt of the Contractor's written claim and supporting documentation. If Owner's Representative requires additional information, Contractor shall provide it within ten (10) days of request, and the thirty (30) day period shall be tolled during such time.

18.3 Mediation. If a Claim is not resolved by initial decision to the satisfaction of either Party, the Parties shall, within thirty (30) days of the initial decision, attempt in good faith to resolve the Claim through non-binding mediation before a mutually agreed certified mediator located in Haywood County, North Carolina. The cost of mediation shall be shared equally by the Parties.

18.4 Litigation. If mediation is unsuccessful or is not completed within sixty (60) days of the appointment of a mediator, either Party may pursue its legal remedies in the General Court of Justice, Superior Court Division, Haywood County, North Carolina. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles.

18.5 Continuation of Work. Pending final resolution of any Claim or dispute, Contractor shall continue to diligently perform the Work and Owner shall continue to make undisputed payments in accordance with this Contract.

ARTICLE 19 – INDEMNIFICATION

19.1 Contractor's Indemnity. To the fullest extent permitted by applicable law, Contractor shall indemnify, defend with counsel acceptable to Owner, and hold harmless Owner, its elected officials, officers, employees, and authorized agents from and against any and all claims, demands, suits, actions, damages, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from performance of the Work under this Contract, provided that such claim, damage, loss, or expense is attributable to:

(a) Bodily injury, sickness, disease, or death of any person; or

(b) Injury to or destruction of tangible property;

but in each case only to the extent caused by the negligent acts or omissions of Contractor, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder, to the extent permitted by NCGS § 22B-1.

19.2 Limitation. Contractor's indemnity obligations under this Article shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party described in this Article. Contractor's indemnity obligation shall survive Final Completion and termination of this Contract.

ARTICLE 20 – TERMINATION (*SEE ALSO 2 CFR PART 200, APPENDIX II(B) – FEDERAL TERMINATION REQUIREMENTS*)

20.1 Termination for Cause. Owner may terminate this Contract for cause upon written notice to Contractor if Contractor:

- (a) Persistently or repeatedly refuses or fails, after written notice, to supply enough properly skilled workers or acceptable materials;
- (b) Fails to make payment when due to subcontractors, sub-subcontractors, or suppliers for materials or labor;
- (c) Persistently disregards applicable laws, ordinances, codes, rules, or regulations of any public authority;
- (d) Fails to maintain required insurance or, if applicable under Article 7.2, required bonds; or
- (e) Is otherwise in material breach of any provision of this Contract.

Owner shall give Contractor **seven (7) calendar days'** written notice specifying the default prior to any termination for cause, during which period Contractor may cure the stated default. If Contractor fails to cure within such period, Owner may complete the Work by whatever method Owner deems expedient and charge all costs to Contractor.

20.2 Termination for Convenience. Owner may terminate this Contract for convenience, without cause, upon **thirty (30) calendar days'** written notice to Contractor. In the event of termination for convenience, Contractor shall be entitled to compensation for: (a) all Work satisfactorily performed and accepted through the effective date of termination; (b) reasonable and documented demobilization costs; and (c) reasonable overhead and profit on Work performed. Contractor shall not be entitled to anticipated profits on Work not yet performed or to any consequential or special damages.

ARTICLE 21 – SUBCONTRACTORS

21.1 Subcontractor Approval. Contractor shall not subcontract any portion of the Work without Owner's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. A list of proposed subcontractors, including the scope and value of each proposed subcontract, shall be submitted to Owner within **ten (10) calendar days** of Contract execution.

21.2 Contractor's Continuing Responsibility. The subcontracting of any portion of the Work shall not relieve Contractor of any of its obligations, responsibilities, or liabilities under this Contract. Contractor shall be fully and unconditionally responsible to Owner for the acts, omissions, Work quality, and contractual compliance of all subcontractors and sub-subcontractors as if such Work were performed directly by Contractor.

21.3 Flow-Down Provisions. Contractor shall include in all subcontracts provisions that flow down all applicable requirements of this Contract, including without limitation the following provisions:

- (a) E-Verify compliance requirements (Article 10);
- (b) Iran Divestment Act certification (Article 11);
- (c) Non-Collusion Affidavit requirement (Article 12);
- (d) Subcontractor immigration compliance obligations (Article 13);
- (e) Public records compliance (Article 15);
- (f) Audit rights of Owner (Article 16);
- (g) Insurance requirements appropriate to the scope of the subcontract (Article 8);
- (h) All MBE reporting and compliance obligations (Article 9); and
- (i) All applicable provisions of Article 23 (Federal Funding Compliance – FEMA / Federal Awards), including without limitation the Davis-Bacon Act and prevailing wage requirements (Article 23.3), Copeland Anti-Kickback Act requirements (Article 23.4),

equal employment opportunity obligations (Article 23.5), debarment and suspension certification requirements (Article 23.7), Byrd Anti-Lobbying certification requirements (Article 23.8), Clean Air Act and Federal Water Pollution Control Act compliance (Article 23.9), and record retention and access requirements (Article 23.10). Contractor shall include in each subcontract a provision expressly requiring the subcontractor to comply with all applicable federal funding requirements set forth in Article 23 and all applicable provisions of 2 CFR Part 200, Appendix II.

ARTICLE 22 – GENERAL PROVISIONS

22.1 Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, discussions, representations, warranties, or agreements, whether written or oral, relating to the Project.

22.2 Amendments. No amendment, modification, or waiver of any provision of this Contract shall be valid or binding unless made in writing and duly signed by authorized representatives of both Parties. No verbal agreement or course of dealing shall be deemed to modify this Contract.

22.3 Severability. If any provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect, provided the essential purpose of the Contract is not defeated.

22.4 Waiver. No waiver of any right or provision of this Contract shall be effective unless in writing and signed by the waiving Party. Waiver of any breach or default shall not constitute a waiver of any subsequent or different breach or default.

22.5 Notices. All notices required or permitted under this Contract shall be in writing and shall be deemed duly given upon: (a) personal delivery to the recipient; (b) deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid,

addressed to the Party at the address set forth in Article 1; or (c) delivery by a nationally recognized overnight courier service with written confirmation of delivery. Either Party may change its notice address by providing written notice to the other Party in accordance with this Section.

22.6 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to North Carolina's conflicts of law principles.

22.7 Venue. Any legal action or proceeding arising out of or relating to this Contract shall be brought exclusively in the General Court of Justice, Superior Court Division, Haywood County, North Carolina, and the Parties hereby consent and submit to the exclusive personal jurisdiction of such court.

22.8 Public Entity Status. This Contract is a public contract of the Town of Waynesville, subject to all applicable provisions of North Carolina law governing local government contracts, including without limitation NCGS Chapter 143, Chapter 159, and Chapter 160A.

22.9 No Third-Party Beneficiaries. This Contract is for the sole benefit of Owner and Contractor. Nothing in this Contract shall create or be deemed to create any right in or be enforceable by any third party, except as expressly provided with respect to surety bonds and MBE subcontractors.

22.10 Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22.11 Authority. Each Party represents and warrants that the person executing this Contract on its behalf has full legal authority to do so and to bind such Party to the terms and conditions hereof.

ARTICLE 23 – FEDERAL FUNDING COMPLIANCE – FEMA / FEDERAL AWARDS

23.1 Federal Funding Applicability. The Parties acknowledge that the Project is receiving reimbursement from the Federal Emergency Management Agency (FEMA) or other federal financial assistance and is therefore subject to applicable federal grant, procurement, and contract administration requirements, including 2 CFR Part 200, Appendix II, FEMA Public Assistance requirements, and any conditions of the applicable federal award. The Contractor shall perform the Work and maintain records in a manner that preserves the Owner's eligibility for FEMA and other federal reimbursement.

23.2 Order of Precedence. If a conflict exists between this Article and any other provision of the Contract Documents, the provision imposing the higher standard of federal compliance, documentation, access, audit, labor compliance, or reimbursement protection shall govern, unless prohibited by law. Nothing in this Article shall be construed to waive any right, immunity, defense, or limitation available to the Owner as a North Carolina municipal corporation.

23.3 Davis-Bacon Act and Prevailing Wage Requirements. To the extent required by the federal award, FEMA requirements, or other applicable federal law, the Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3148, and implementing regulations at 29 CFR Part 5. The applicable wage determinations for this Project are incorporated as Exhibit H. The Contractor shall pay laborers and mechanics not less than the applicable prevailing wage rates and fringe benefits, shall post the wage determinations at the work site, shall submit certified payroll records when required, and shall include these requirements in all applicable subcontracts. If a wage determination is modified before execution or otherwise required to be updated by federal law, the Contractor shall comply with the current applicable determination.

23.4 Copeland Anti-Kickback Act. To the extent applicable, the Contractor shall comply with the Copeland Anti-Kickback Act, 40 U.S.C. § 3145, and implementing regulations at 29 CFR Part 3. The Contractor and all subcontractors shall not induce any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which that person is entitled under the Contract.

23.5 Equal Employment Opportunity. The Contractor shall comply with all applicable equal employment opportunity requirements imposed by federal law, including 41 CFR § 60-1.4(b), as applicable to federally assisted construction contracts. The Contractor shall include applicable equal employment opportunity provisions in all subcontracts and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, consistent with applicable federal requirements.

23.6 Contract Work Hours and Safety Standards Act. To the extent applicable, including where the Contract or applicable subcontract exceeds \$100,000 and involves employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708. No laborer or mechanic shall be required or permitted to work more than forty (40) hours in any workweek unless paid at least one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours. The Contractor shall be responsible for applicable overtime, safety, and flow-down obligations.

23.7 Debarment and Suspension. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs or activities. The Contractor shall comply with 2 CFR Part 180, 2 CFR Part 3000, and applicable FEMA requirements. The Contractor shall execute the certification attached as Exhibit J and shall require equivalent certifications from all covered lower-tier participants.

23.8 Byrd Anti-Lobbying Amendment. To the extent applicable, including for contracts or subcontracts exceeding \$100,000, the Contractor shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. The Contractor shall certify that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the award, extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Contractor shall execute the certification attached as Exhibit I and flow down this requirement to applicable subcontractors.

23.9 Clean Air Act and Federal Water Pollution Control Act. Because the Contract amount exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended. The Contractor shall report violations to the Owner, FEMA, and the appropriate federal authorities as required by law or the federal award.

23.10 Procurement of Recovered Materials. To the extent applicable, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and 2 CFR § 200.323. The Contractor shall procure items designated in EPA guidelines containing the highest percentage of recovered materials practicable, consistent with maintaining satisfactory competition and performance, where the purchase price exceeds the applicable federal threshold.

23.11 Access to Records and Federal Audit Rights. The Contractor shall provide the Owner, FEMA, the U.S. Department of Homeland Security, the DHS Office of Inspector General, the Comptroller General of the United States, the State of North Carolina, and their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain all records required under this Contract for at least three (3) years after final payment or longer if required by

the federal award, litigation hold, audit, public records request, or other applicable law. This requirement shall be included in all applicable subcontracts.

23.12 Compliance with Federal Law, Regulations, and Executive Orders. The Contractor acknowledges that FEMA financial assistance may be used to fund or reimburse all or part of this Contract. The Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, and the terms and conditions of the applicable federal award.

23.13 No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the Owner, Contractor, subcontractors, or any other party arising from this Contract.

23.14 Program Fraud and False or Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chapter 38 applies to the Contractor's actions pertaining to this Contract. The Contractor shall not make false, fictitious, or fraudulent claims, statements, submissions, or certifications in connection with this Contract or any federal reimbursement request.

23.15 DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal, FEMA logo, or any federal agency seal, logo, or flag without prior written authorization from the appropriate federal agency.

23.16 Rights to Inventions. If this Contract involves a federal award meeting the definition of a funding agreement under 37 CFR § 401.2 and the Contractor or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, the Contractor shall comply with 37 CFR Part 401 and any applicable federal award requirements.

23.17 Domestic Preferences for Procurements. To the extent applicable, the Contractor shall comply with 2 CFR § 200.322 and, as appropriate and to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, consistent with the terms of the federal award and applicable law.

23.18 FEMA Reimbursement Documentation. The Contractor shall provide all documentation reasonably requested by the Owner to support FEMA reimbursement, including but not limited to invoices, proof of payment, certified payrolls, daily reports, photographs, material tickets, equipment records, subcontractor records, change order documentation, quantity backup, closeout documents, and any other records needed to demonstrate that costs are eligible, reasonable, necessary, allocable, and adequately documented.

23.19 Flow Down Requirements. The Contractor shall include all applicable provisions of this Article in each subcontract and lower-tier agreement as required by federal law, FEMA requirements, 2 CFR Part 200, Appendix II, and the terms of the federal award. The Contractor remains responsible for the compliance of its subcontractors and lower-tier participants.

ARTICLE 24 – SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract Agreement as of the date first written above, by their duly authorized representatives.

OWNER: Town of Waynesville, North Carolina A North Carolina Municipal Corporation 16 South Main Street, Waynesville, NC 28786

	Town Manager, Town of Waynesville Printed Name Date
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ATTEST: Town Clerk, Town of Waynesville Printed Name Date	APPROVED AS TO FORM: Town Attorney, Town of Waynesville Printed Name Date
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CONTRACTOR

Contractor Name:

Address:

NC General Contractor License No.:

Signature of Authorized Representative Printed Name Title / Position Date
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[CORPORATE SEAL] Affix Corporate Seal Here (if applicable)

Notary Public Acknowledgment — Contractor:

LIST OF EXHIBITS

The following Exhibits are attached hereto and incorporated by reference as integral parts of this Contract Agreement:

Exhibit	Title	Description
Exhibit A	Performance Bond Form (Conditional)	AIA Document A312 (or approved equivalent) Performance Bond. Required only if Change Orders cause the cumulative Contract Price to exceed \$300,000 per NCGS § 44A-26. Amount: 100% of then-current Contract Price. See Article 7.2.
Exhibit B	Payment Bond Form (Conditional)	AIA Document A312 (or approved equivalent) Payment Bond / Labor and Material Payment Bond. Required only if Change Orders cause the cumulative Contract Price to exceed \$300,000 per NCGS § 44A-26. Amount: 100% of then-current Contract Price. See Article 7.2.
Exhibit C	Non-Collusion Affidavit Form	Sworn Non-Collusion Affidavit required by NCGS § 143-54. Full standalone form with notary acknowledgment block follows on subsequent pages.
Exhibit D	MBE Affidavit A / Affidavit B	Minority Business Enterprise participation affidavit required by NCGS § 143-128.2. Contractor shall complete either Affidavit A (Good Faith Efforts) or Affidavit B (MBE Identification) as applicable. Forms follow on subsequent pages.
Exhibit E	Iran Divestment Act Certification	Contractor certification required by NCGS §§ 147-86.55 through 147-86.61 (NC Iran Divestment Act of 2015). Full standalone certification form with notary acknowledgment block follows on subsequent pages.
Exhibit F	E-Verify Certification	Contractor E-Verify compliance certification required by NCGS § 64-26(a). Full standalone certification form follows on subsequent pages.
Exhibit G	Subcontractor Immigration Compliance Certification	Subcontractor certification required by NCGS § 143-133.3 prohibiting use of unauthorized aliens on public construction projects. Full standalone certification form follows on subsequent pages.
Exhibit H	Davis-Bacon Wage Determination	U.S. Department of Labor prevailing wage determination applicable to Haywood County, NC for this Project. Must be incorporated into all subcontracts and posted at the work site throughout construction per Article 23.3. Contractor shall maintain a copy at the Project site at all times.
Exhibit I	Byrd Anti-Lobbying Certification	Contractor's executed certification pursuant to 31 U.S.C. § 1352 and 2 CFR Part 200, Appendix II, certifying that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal official in connection with this award. Required per Article 23.8. Must be executed prior to Contract execution and flowed down to all subcontractors receiving more than \$100,000 in federal funds.
Exhibit J	Debarment and Suspension Certification	Contractor's executed certification that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs or activities, per 2 CFR Part 180 and 2 CFR Part 3000 and Article 23.7. Must be executed by Contractor and flowed down to all subcontractors and covered lower-tier participants.

EXHIBIT C

NON-COLLUSION AFFIDAVIT

Sanctuary Drive Culvert and Road Repair Project

Town of Waynesville, North Carolina

Pursuant to North Carolina General Statutes § 143-54

Project Name:	Sanctuary Drive Culvert and Road Repair Project
Owner:	Town of Waynesville, North Carolina
Contractor Name:	
Contractor Address:	
Authorized Representative:	
Title:	

SWORN AFFIDAVIT

I, the undersigned authorized representative of the Contractor named above, being first duly sworn according to law, depose and state that:

1. I am the [Title] of [Contractor Name], and I am duly authorized to execute this Affidavit on behalf of the Contractor.
2. The bid submitted by [Contractor Name] for the Sanctuary Drive Culvert and Road Repair Project is genuine and not collusive or a sham bid.
3. The Contractor has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any other person or entity to submit a false or sham bid, or to agree with any other person to refrain from bidding.
4. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any person or entity to fix the bid price of the Contractor or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or of that of any other bidder, or to secure any advantage against the Owner or anyone interested in the proposed Contract.

5. All statements contained in the bid/proposal submitted by the Contractor are true and correct to the best of the undersigned's knowledge, information, and belief.

6. The Contractor has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual, except to the Owner or to any person or persons who have partnership or other financial interest with the undersigned in the Contractor.

7. The undersigned understands that any violation of North Carolina General Statutes § 143-54 or any applicable anti-bid-rigging or anti-collusion law may result in criminal prosecution, civil liability, and debarment from future public contracts.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Signature of Authorized Representative Printed Name Title Date		FOR SOLE PROPRIETORS: Signature Printed Name Date
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Notary Public Acknowledgment: ○○○

EXHIBIT E

IRAN DIVESTMENT ACT CERTIFICATION

Sanctuary Drive Culvert and Road Repair Project

Town of Waynesville, North Carolina

Pursuant to North Carolina General Statutes §§ 147-86.55 through 147-86.61 (NC Iran Divestment Act of 2015)

Project Name:	Sanctuary Drive Culvert and Road Repair Project
Owner:	Town of Waynesville, North Carolina
Contractor Name:	
Contractor Address:	
Authorized Representative:	
Title:	
Date:	

CERTIFICATION

The North Carolina Iran Divestment Act of 2015 (NCGS §§ 147-86.55 through 147-86.61) prohibits the State of North Carolina and its political subdivisions from entering into contracts with companies that invest in the energy sector of Iran. As a condition of entering into a contract with the Town of Waynesville, the undersigned authorized representative of the Contractor hereby certifies as follows:

1. The Contractor, _____, is **NOT** identified on the Final Divestment List published by the North Carolina State Treasurer pursuant to NCGS § 147-86.58, as of the date of this certification.
2. The Contractor will **NOT** knowingly utilize any subcontractor or lower-tier subcontractor that is identified on the Final Divestment List for the performance of any Work under the above-referenced Contract.

3. The Contractor has **NOT** provided, and during the term of this Contract will **NOT** provide, goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, as that term is defined in NCGS § 147-86.55.

4. The Contractor acknowledges that a false certification under this Act constitutes a material breach of the Contract and may subject the Contractor to immediate termination of the Contract without liability to Contractor, in addition to any other remedies available at law or in equity.

5. The Contractor shall immediately notify Owner in writing if any circumstance arises during the term of the Contract that would render any of the foregoing certifications false or inaccurate.

*"I, the undersigned authorized representative of

, hereby certify, under penalty of perjury, that the Contractor is not listed on
the Final Divestment List created by the State Treasurer pursuant to North
Carolina General Statutes § 147-86.58. I further certify that the Contractor will
not utilize any subcontractor that is identified on the Final Divestment List for
the performance of this Contract."*

Signature of Authorized Representative Printed Name Title Date

Notary Public Acknowledgment: ○○○

EXHIBIT F

E-VERIFY COMPLIANCE CERTIFICATION

Sanctuary Drive Culvert and Road Repair Project

Town of Waynesville, North Carolina

Pursuant to North Carolina General Statutes § 64-26(a), Article 2 of Chapter 64

Project Name:	Sanctuary Drive Culvert and Road Repair Project
Owner:	Town of Waynesville, North Carolina
Contractor Name:	
Contractor Address:	
NC Contractor License No.:	
E-Verify Company ID Number:	
Date of E-Verify Enrollment:	

CERTIFICATION

The undersigned authorized representative of the Contractor named above hereby certifies as follows, pursuant to North Carolina General Statutes § 64-26(a):

1. The Contractor is registered with and actively participates in the federal E-Verify program, jointly operated by the U.S. Department of Homeland Security (DHS) and the Social Security Administration (SSA), for the purpose of verifying the employment eligibility of all newly hired employees.
2. The Contractor has used and will continue to use the E-Verify system to verify the work authorization status of every new employee hired to work in the United States during the term of the above-referenced Contract, in compliance with NCGS § 64-26(a) and applicable federal law.
3. The Contractor does not knowingly employ any unauthorized alien as that term is defined under applicable federal immigration law.
4. The Contractor shall not knowingly contract with any subcontractor, sub-subcontractor, or supplier on this Project that: (a) employs or contracts with unauthorized aliens; or (b) does not comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

5. Prior to commencing Work, the Contractor has obtained or will obtain written E-Verify certifications from all subcontractors on this Project and will maintain such certifications in its project records, available to Owner upon request.
6. The Contractor will cooperate fully with any audit of E-Verify compliance conducted by Owner or its designees and will produce documentation of E-Verify participation within five (5) business days of Owner's written request.

Certification Statement (as required by NCGS § 64-26(a)):

*"The Contractor,

, certifies that it does not knowingly, nor does it knowingly contract with any subcontractor or sub-subcontractor that: (i) employs or contracts with an unauthorized alien; or (ii) does not comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes."*

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Signature of Authorized Representative	Printed Name	Title	Date
E-VERIFY INFORMATION SUMMARY			
E-Verify Program Name:		Employment Eligibility Verification (E-Verify)	
Administered by:		U.S. Dept. of Homeland Security / SSA	
NC Statute:		NCGS § 64-26(a)	
Company ID No.:			

EXHIBIT G

SUBCONTRACTOR IMMIGRATION COMPLIANCE CERTIFICATION

Sanctuary Drive Culvert and Road Repair Project

Town of Waynesville, North Carolina

Pursuant to North Carolina General Statutes § 143-133.3

To Be Completed by Each Subcontractor Prior to Commencement of Work

Project Name:	Sanctuary Drive Culvert and Road Repair Project
Owner:	Town of Waynesville, North Carolina
General Contractor:	
Subcontractor Name:	
Subcontractor Address:	
NC License No. (if applicable):	
E-Verify Company ID No.:	
Scope of Subcontract Work:	
Subcontract Value:	\$

CERTIFICATION

North Carolina General Statutes § 143-133.3 prohibit any contractor or subcontractor on a public construction project from employing or knowingly contracting with unauthorized aliens. The undersigned authorized representative of the Subcontractor named above hereby certifies as follows:

1. The Subcontractor does not knowingly employ or contract with any unauthorized alien as defined under NCGS § 143-133.3 and applicable federal immigration law, including the Immigration Reform and Control Act of 1986 (IRCA).

2. The Subcontractor verifies the immigration and employment authorization status of all employees assigned to work on this Project in compliance with all applicable federal and state laws and regulations.
3. The Subcontractor is registered with and actively participates in the federal E-Verify program (E-Verify Company ID No.:) and uses E-Verify to confirm the work authorization of all newly hired employees assigned to this Project.
4. The Subcontractor shall comply with all provisions of NCGS § 143-133.3 and NCGS § 64-26(a) throughout the performance of all Work on this Project.
5. If the Subcontractor uses sub-subcontractors, the Subcontractor shall obtain a signed copy of this certification from each sub-subcontractor prior to commencement of Work and shall maintain and provide such certifications to the General Contractor upon request.
6. The Subcontractor acknowledges that violation of NCGS § 143-133.3 may result in immediate removal from the Project, termination of the subcontract for cause, and liability to the Owner and General Contractor for any resulting losses, damages, fines, or penalties.
7. The Subcontractor will cooperate fully with any audit, inspection, or investigation related to immigration compliance or E-Verify participation conducted by the Owner, General Contractor, or any governmental authority.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct to the best of my knowledge, information, and belief.

Signature of Authorized Representative Printed Name Title Date		FOR GENERAL CONTRACTOR USE: Received and reviewed by General Contractor: Authorized Representative of General Contractor Printed Name Date Received
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Town of Waynesville, North Carolina | Sanctuary Drive Culvert and Road Repair Project |
Contract Agreement

16 South Main Street, Waynesville, NC 28786 | Haywood County | Page [] of []

This document is a public record subject to North Carolina General Statutes Chapter 132.

EXHIBIT H

DAVIS-BACON ACT PREVAILING WAGE DETERMINATION

Sanctuary Drive Culvert and Road Repair Project

Town of Waynesville, North Carolina — Haywood County

Pursuant to the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148; 29 CFR Part 5; and Article 23.3 of the Contract Agreement

Primary Determination:	NC20260087 (Highway Construction)
Supplemental Determination:	NC20260079 (Heavy Construction)
Source:	U.S. Department of Labor, Wage and Hour Division — SAM.gov
NC20260087 Last Revised:	Modification 1 — May 18, 2026
NC20260079 Last Revised:	Modification 1 — May 18, 2026
Survey Identifier:	SUNC2014-002 (11/13/2014)
SAM.gov Reference (Highway):	sam.gov/wage-determination/NC20260087/1
SAM.gov Reference (Heavy):	sam.gov/wage-determination/NC20260079/1

NC20260087 — Counties Covered: Alexander, Buncombe, Burke, Caldwell, Catawba, **HAYWOOD**, Henderson, and Madison Counties, North Carolina

NC20260079 — Counties Covered: Buncombe, **HAYWOOD**, Henderson, and Madison Counties, North Carolina

APPLICABILITY NOTE — DUAL DETERMINATION PROJECT

For the Sanctuary Drive Culvert and Road Repair Project, the **Highway determination (NC20260087)** applies to all road grading, paving, and surface repair work. The **Heavy determination (NC20260079)** applies to culvert installation, excavation for drainage structures, and underground utility and drainage work. Where work falls under both determinations, the **higher applicable wage rate** for each classification shall govern. Both determinations are incorporated herein by reference and made a part of this Contract. The Contractor shall post both applicable wage determinations at the work site in a conspicuous and accessible location throughout the duration of the Project.

WAGE DETERMINATION NC20260087 — HIGHWAY CONSTRUCTION

Haywood County, North Carolina

General Decision Number: NC20260087 | Modification 1 | Effective: May 18, 2026

Modification History: Modification 0 — January 2, 2026 / Modification 1 — May 18, 2026

Classification	Basic Hourly Rate	Fringe Benefits	Notes
BLASTER	\$20.93	\$0.00	
CARPENTER	\$13.48	\$0.00	
CEMENT MASON / CONCRETE FINISHER	\$14.40	\$0.00	
ELECTRICIAN	\$18.79	\$2.62	
ELECTRICIAN (TELECOMMUNICATIONS TECHNICIAN)	\$14.67	\$1.67	
IRONWORKER	\$12.48	\$0.00	
LABORER: COMMON OR GENERAL	\$11.90	\$0.00	
LABORER: PIPELAYER	\$12.87	\$0.00	
LABORER (ASPHALT RAKER AND SPREADER)	\$11.76	\$0.00	
LABORER (ASPHALT SCREED / JACKMAN)	\$15.38	\$0.08	
LABORER (CARPENTER TENDER)	\$10.50	\$0.00	
LABORER (CEMENT MASON / CONCRETE FINISHER TENDER)	\$11.04	\$0.00	
LABORER (GUARDRAIL / FENCE INSTALLER)	\$13.09	\$0.00	
LABORER (TRAFFIC SIGNAL / LIGHTING INSTALLER)	\$15.33	\$0.22	
PAINTER (BRIDGE)	\$20.67	\$0.00	

Classification	Basic Hourly Rate	Fringe Benefits	Notes
POWER EQUIPMENT OPERATOR (ASPHALT BROOM TRACTOR)	\$10.00	\$0.00	
POWER EQUIPMENT OPERATOR (BULLDOZER — FINE)	\$16.28	\$0.00	
POWER EQUIPMENT OPERATOR (BULLDOZER — ROUGH)	\$14.51	\$0.00	
POWER EQUIPMENT OPERATOR (CONCRETE GRINDER / GROOVER)	\$19.20	\$0.00	
POWER EQUIPMENT OPERATOR (CRANE — BOOM TRUCKS)	\$18.19	\$0.00	
POWER EQUIPMENT OPERATOR (CRANE — OTHER)	\$18.69	\$0.00	
POWER EQUIPMENT OPERATOR (CRANE — ROUGH / ALL-TERRAIN)	\$19.19	\$0.00	
POWER EQUIPMENT OPERATOR (DRILL OPERATOR — ROCK)	\$15.00	\$0.00	
POWER EQUIPMENT OPERATOR (DRILL OPERATOR — STRUCTURE)	\$21.07	\$0.00	
POWER EQUIPMENT OPERATOR (EXCAVATOR — FINE)	\$16.02	\$0.00	
POWER EQUIPMENT OPERATOR (EXCAVATOR — ROUGH)	\$14.67	\$0.00	
POWER EQUIPMENT OPERATOR (GRADER / BLADE — FINE)	\$19.86	\$0.00	
POWER EQUIPMENT OPERATOR (GRADER / BLADE — ROUGH)	\$15.12	\$0.00	

Classification	Basic Hourly Rate	Fringe Benefits	Notes
POWER EQUIPMENT OPERATOR (LOADER — 2 CU. YD. OR LESS)	\$12.38	\$0.00	
POWER EQUIPMENT OPERATOR (LOADER — GREATER THAN 2 CU. YD.)	\$17.91	\$0.00	
POWER EQUIPMENT OPERATOR (MATERIAL TRANSFER VEHICLE)	\$15.44	\$0.00	
POWER EQUIPMENT OPERATOR: MECHANIC	\$17.86	\$0.00	
POWER EQUIPMENT OPERATOR: MILLING MACHINE	\$15.08	\$0.00	
POWER EQUIPMENT OPERATOR (OFF-ROAD HAULER / WATER TANKER)	\$11.95	\$0.00	
POWER EQUIPMENT OPERATOR (OILER / GREASER)	\$15.05	\$0.00	
POWER EQUIPMENT OPERATOR (PAVEMENT MARKING EQUIPMENT)	\$11.99	\$0.00	
POWER EQUIPMENT OPERATOR (PAVER — ASPHALT)	\$17.84	\$0.08	
POWER EQUIPMENT OPERATOR (PAVER — CONCRETE)	\$18.20	\$0.00	
POWER EQUIPMENT OPERATOR (ROLLER — ASPHALT BREAKDOWN)	\$15.00	\$0.08	
POWER EQUIPMENT OPERATOR (ROLLER — ASPHALT FINISH)	\$16.08	\$0.07	
POWER EQUIPMENT OPERATOR (ROLLER — OTHER)	\$12.51	\$0.03	

Classification	Basic Hourly Rate	Fringe Benefits	Notes
POWER EQUIPMENT OPERATOR (SCRAPER — FINISH)	\$12.86	\$0.00	
POWER EQUIPMENT OPERATOR (SCRAPER — ROUGH)	\$13.83	\$0.00	
POWER EQUIPMENT OPERATOR (SLIP FORM MACHINE)	\$20.38	\$0.00	
POWER EQUIPMENT OPERATOR (TACK TRUCK / DISTRIBUTOR)	\$14.81	\$0.02	
TRUCK DRIVER (GVWR 26,000 LBS OR GREATER)	\$13.65	\$0.00	
TRUCK DRIVER (GVWR OF 26,000 LBS OR LESS)	\$12.48	\$0.00	
WELDERS	(See Note)	—	Receive rate prescribed for craft performing operation to which welding is incidental

SUPPLEMENTAL DETERMINATION: NC20260079 (HEAVY CONSTRUCTION)

General Decision Number: **NC20260079** | Modification 1 | Last Revised: May 18, 2026

Counties Covered: Buncombe, **HAYWOOD**, Henderson, and Madison Counties, North Carolina

SAM.gov Reference: sam.gov/wage-determination/NC20260079/1

Note: The Heavy determination applies to culvert installation, underground drainage, and pipeline work on this Project. The Contractor shall access NC20260079 directly on SAM.gov and apply the applicable prevailing wage rates for all Heavy construction classifications performed under this Contract. Where work falls under both NC20260087 and NC20260079, the **higher rate** for each classification shall govern.

STATUTORY NOTES

NOTE 1 — PAID SICK LEAVE (Executive Order 13706)

Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/agencies/whd/government-contracts.

NOTE 2 — UNLISTED CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR § 5.5(a)(1)(iii)).

NOTE 3 — POSTING REQUIREMENT

The Contractor shall post this wage determination in a prominent and accessible place at the work site throughout the duration of the Project as required by 29 CFR Part 5 and Article 23.3 of this Contract. A copy must also be incorporated into all subcontracts for construction work on this Project.

WAGE DETERMINATION APPEALS PROCESS

Questions regarding this wage determination should be directed to the U.S. Department of Labor, Wage and Hour Division, Branch of Construction Wage Determinations, 200 Constitution Avenue, N.W., Washington, DC 20210, or by email to BCWD-Office@dol.gov. Requests for review or reconsideration should be submitted per 29 CFR Parts 1.8 and 7 to dba.reconsideration@dol.gov.

IMPORTANT — VERIFY CURRENT RATES AT EXECUTION

Wage determination rates are subject to modification. The Town of Waynesville shall confirm that this is the most current modification of NC20260087 and NC20260079 at SAM.gov (sam.gov/wage-determinations) immediately prior to contract execution and insert the verified modification number and date below:

Confirmed Current as of (Date of Execution Verification):	
NC20260087 Current Modification #:	
NC20260079 Current Modification #:	
Verified by (Town Representative):	

Town of Waynesville, North Carolina | Sanctuary Drive Culvert and Road Repair Project |
Contract Agreement

Exhibit H — Davis-Bacon Act Prevailing Wage Determination | NC20260087 (Highway) &
NC20260079 (Heavy)

This document is a public record subject to North Carolina General Statutes Chapter 132.



Town of Waynesville
Request for Proposals

**SANCTUARY DRIVE CULVERT REPLACEMENT AND ROAD
REPAIR PROJECT**

Location: Sanctuary Drive, Waynesville, NC 28786

Starting Coordinates: 35° 27' 45" N 82° 58' 56" W

Ending Coordinate: 35° 27' 42" N 82° 58' 56" W

FROM: Hutch Reece
Town of Waynesville

DATE: 4/10/2026

Purpose

The Town of Waynesville, North Carolina, is seeking proposals from qualified firms to replace existing culverts at two different locations along Sanctuary Drive that have failed as a result of severe storm events associated with Hurricane Helene.

Companies shall direct any questions and inquiries to Hutch Reece, Deputy Director Public Works (Operations), by email at hreece@waynesvillenc.gov or by phone at 828-456-3706.

Project Overview

The project will be constructed at the location shown on the attached map (Latitude: 35.462 – Longitude: 82.982). 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 construction firm to provide services to replace existing culverts located beneath Sanctuary Drive and to repair the existing roadway at Sanctuary Drive, Waynesville NC.

Pre-Bid and Pre-Construction Meetings

A pre-bid meeting and a pre-construction meeting shall be required for this project. **Pre-bid meetings will take place on April 15, 2026 and April 22, 2026, at 9:00 AM, at the Public Works Facility, located at 129 Legion Drive Waynesville NC 28786.** A pre-construction meeting will be scheduled once the bid has been awarded.

Meetings will be conducted in person and are intended to ensure that all contractors fully understand the scope of work, site conditions, project requirements, and expectations prior to bidding and prior to the start of construction.

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 – Sanctuary Drive – Culvert Replacement by May 1, 2026, 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.

Overall Project Scope of Work

The project consists of the removal and replacement of existing culvert infrastructure at two locations along Sanctuary Drive, including installation of new stormwater conveyance

systems and associated structural components. Work includes demolition of existing pipes, installation of new HDPE and large-diameter aluminized culvert piping, construction of reinforced concrete headwalls, wingwalls, and footings, and integration with existing stormwater systems as directed.

Additional work includes repair of roadway subbase failures, asphalt restoration, and repair or replacement of an existing retaining wall. The Contractor shall also provide all necessary traffic control, erosion and sediment control, utility coordination, and bypass pumping to maintain safe and continuous site operations.

All disturbed areas shall be restored, and the completed project shall be left in a safe, stable, and fully functional condition in accordance with applicable standards.



1. Project: Sanctuary Drive – Culvert Replacement

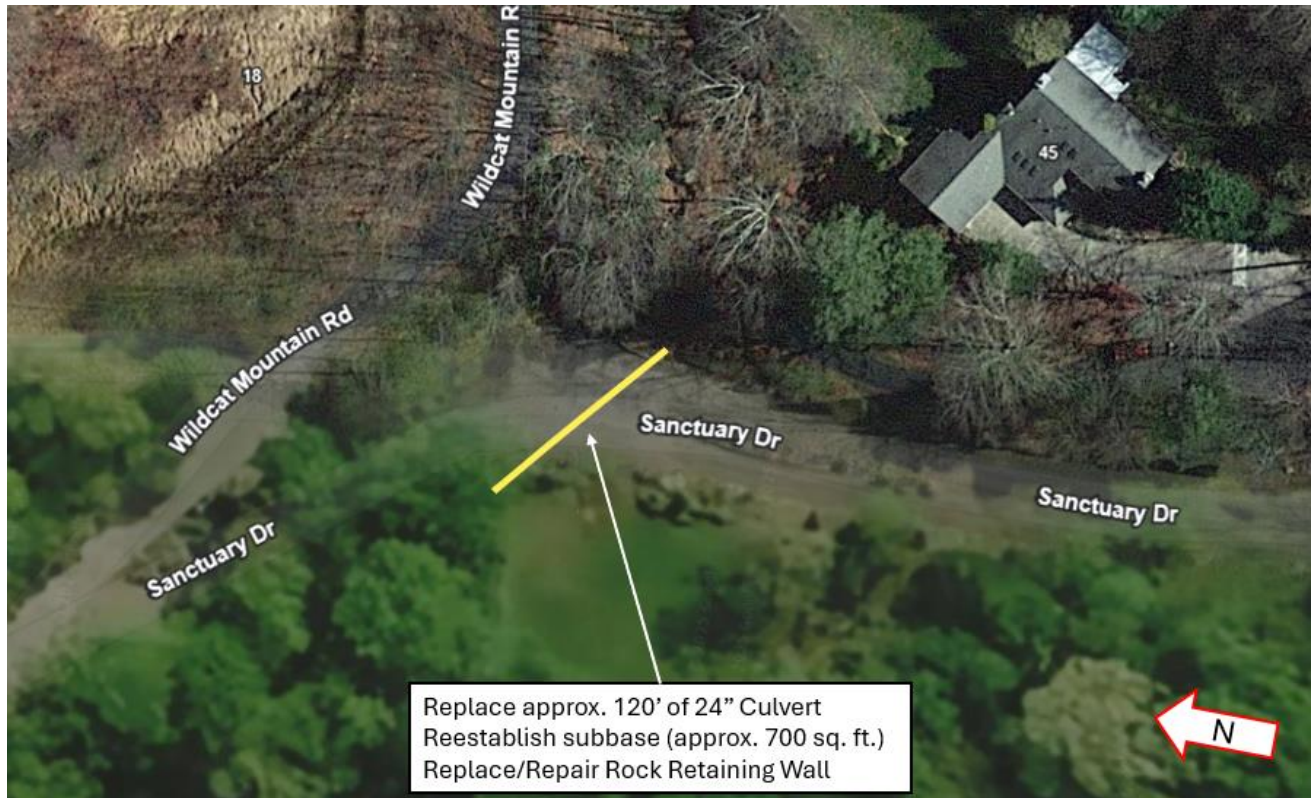
Location: Sanctuary Drive

Coordinates: 35° 27' 45" N 82° 58' 56" W

The work consists of replacing an existing **18-inch CMP culvert** on Sanctuary Drive with approximately **120 linear feet of 24-inch double-wall HDPE culvert**, including proper bedding, backfill, and compaction. The project also includes repair and reestablishment of approximately **700 square feet of roadway subbase failures**, and repair or replacement of the **stone retaining wall** at the culvert discharge.

Additionally, the Contractor shall assess the structural stability of an existing stormwater culvert conveying flow from **Wildcat Mountain Road into Sanctuary Drive** and, if directed by the Owner, modify or tie this culvert into the new culvert system.

The Contractor shall provide all necessary traffic control, erosion control, and site restoration, and shall leave the project area in a safe, stable, and fully functional condition.



2. Project: Sanctuary Drive Culvert Replacement #2

Location: Sanctuary Drive

Coordinates: 35° 27' 42" N 82° 58' 56" W

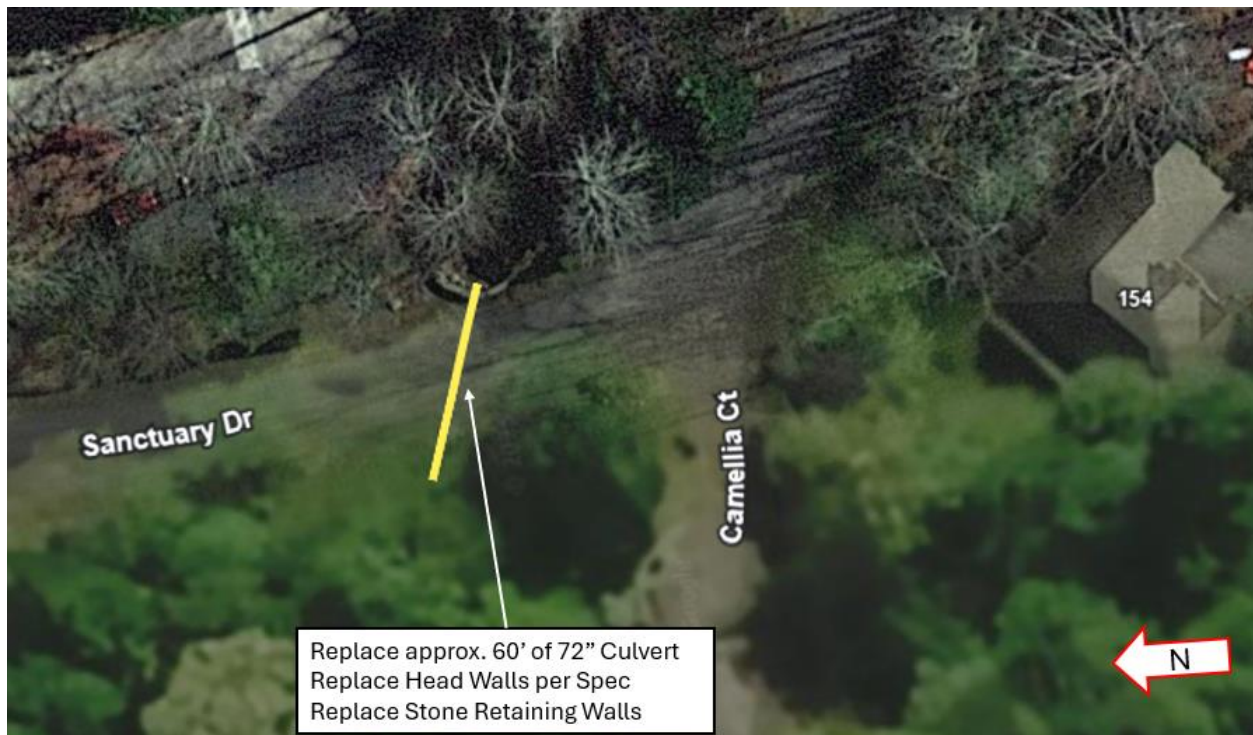
The work consists of installing a new culvert system on Sanctuary Drive, including reinforced concrete footings, headwalls, and wingwalls at both the inlet and outlet, installation of a new large-diameter culvert pipe, and placement of structural backfill.

The Contractor shall install reinforced concrete **footings** at each end of the culvert, **18 inches thick and 5 feet wide**, reinforced with **two mats of #6 rebar at 12 inches on-**

center (O.C.). Headwalls and wingwalls shall be 12 inches thick, reinforced with a single mat of #6 rebar at 12 inches O.C.

The Contractor shall furnish and install approximately **40 linear feet of 72-inch oval aluminized culvert pipe**, installed to proper alignment and grade and buried to an approximate depth of **14 inches**.

Backfill shall consist of **structural fill (ABC stone or approved equivalent)** placed in lifts not exceeding **12 inches** and compacted to a minimum of **95% Standard Proctor density**. The Contractor shall restore all disturbed areas and leave the site in a safe, stable, and functional condition.





SANCTUARY DRIVE CULVERT REPLACEMENT PROJECT

BID TABULATION

Town Estimate: Town of Waynesville Date:

Project Name: Sanctuary Dr. Culvert Replacement

Proposed: Sanctuary

Location: Dr.

Address: Sanctuary Dr., Waynesville, NC

Supt. Hutch Reece - Town of Waynesville

LUMP SUM BID QUANTITIES					<i>CONTRACTOR ESTIMATE</i>
Ref #	Bid Item #	Item Description	Estimat ed QTY.	UNIT	Total Amount
4	1.004	18" CMT Demolition, Excavation, Pipe Removal		LS	
5	1.005	24" HDPE Installation		LF	
6	1.006	Retaining Wall Repair/Replace		CY	
7	1.007	72" CMT Demolition, Excavation, Pipe Removal		LS	
8	1.008	72" Aluminized CMT Installation		LF	
9	1.009	Headwall Installation		CY	
10	1.010	Wingwall Installation		CY	
13	1.013	S9.5C Asphalt Pavment Mix		TON S	
14	1.014	Traffic Control (Flaggers and Detour)		LS	
15	1.015	Creek Bypass Pump		LS	
16	1.016	Engineering		LS	
TOTAL ESTIMATE					

Assumptions and Clarifications:

1. Town of Waynesville to assist moving water/sewer out of conflict during construction.
2. Alternate routes can be utilized so that roads can be closed during construction.
3. Contractor to coordinate with other utility companies for relocation during construction.
4. Bypass pumping required during initial phases of construction.

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 its 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 damage 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 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 this 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

insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

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

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

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

12) AMENDMENTS: This contract may be amended only by written amendments duly executed by the Town and the Contractor.

13) GENERAL INDEMNITY: The contractor shall hold and save the Town of Waynesville, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses with the exception of consequential damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract.

14) MATERIALS: The Town of Waynesville is not responsible for any materials, equipment, or tools lost or stolen from the site.

- 15) *CLEAN-UP*: The area of work shall be cleaned daily so that the Town shall not incur additional costs to make the area suitable for the work process. Also, the Contractor shall keep the public safe from construction debris by taking appropriate steps to close off access to the work area.
- 16) *PERFORMANCE OF WORK*: All work shall be performed at the highest level of quality. The owner shall be responsible for determining the quality of work and may notify the Contractor of same. ANY WORK COMPLETED THAT IS NOT SUITABLE FOR THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER. Any damage to existing area or utilities will be the responsibility of the Contractor. NO EXCEPTIONS.

ADDITIONAL INSTRUCTIONS FOR BIDDERS

- 1) *SCOPE*: Work shall consist of furnishing all labor, materials, equipment, and services incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, should be included automatically.
- 2) *QUALIFICATIONS*: All bidders must furnish a list of North Carolina Contractor Licenses which they hold.
- 3) *CONTRACTOR's RESPONSIBILITY*: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state, and local laws, building rules, rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be paid to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.
- 4) *SAFETY REGULATIONS*: The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal

Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register) which is hereby incorporated in these specifications.

- 5) *CODES*: All work shall be done in accordance with the specifications and shall comply with the North Carolina Building Code, Underminers' Rules, and Regulations, and Federal, State, and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes, and regulations, the specifications shall hold. All equipment shall have U. L. Labels attached.
- 6) *WORK SCHEDULE*: *Construction* can begin immediately.
- 7) *WORKERS ON JOB*: All employees of the Contractor shall act in a professional and courteous manner.
- 8) *E-VERIFY*: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. 564-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall follow the requirements of E-Verify and N.C.G.S. 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 (MIWBE)*: It is the policy of the Town of Waynesville to ensure that all businesses, including MIWBE's, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract with any business entity that has discriminated in the solicitation, selection, hiring, or

commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age, or handicap.

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

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

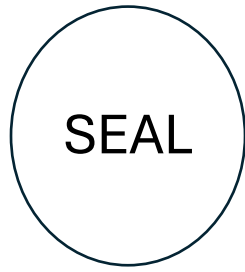
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2026

Notary Public _____

My Commission expires _____

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.

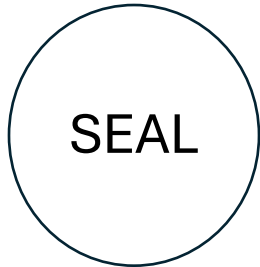
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

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: _____

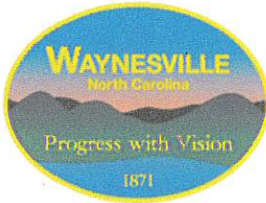


State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2026

Notary Public _____

My Commission expires _____



SANCTUARY DRIVE CULVERT REPLACEMENT PROJECT

BID TABULATION

Town Estimate: Town of Waynesville
 Project Name: Sanctuary Dr. Culvert Replacement
 Proposed Location: Sanctuary Dr.
 Address: Sanctuary Dr., Waynesville, NC
 Supt. Hutch Reece - Town of Waynesville

Date: 4/30/26

LUMP SUM BID QUANTITIES					CONTRACTOR ESTIMATE
Ref #	Bid Item #	Item Description	Estimated QTY.	UNIT	Total Amount
4	1.004	18" CMT Demolition, Excavation, Pipe Removal		LS	\$10,800
5	1.005	24" HDPE Installation	120	LF	\$13,500
6	1.006	Retaining Wall Repair/Replace		CY	\$33,966
7	1.007	72" CMT Demolition, Excavation, Pipe Removal		LS	\$24,600
8	1.008	72" Aluminized CMT Installation	40	LF	\$39,150
9	1.009	Headwall Installation	40	CY	\$25,650
10	1.010	Wingwall Installation	30	CY	\$37,800
13	1.013	S9.5C Asphalt Pavement Mix	55	TONS	\$15,525
14	1.014	Traffic Control (Flaggers and Detour)		LS	\$3,375
15	1.015	Creek Bypass Pump		LS	\$6,075
16	1.016	Engineering		LS	\$29,700
TOTAL ESTIMATE					\$ 240,141.00

Assumptions and Clarifications:

1. Town of Waynesville to assist moving water/sewer out of conflict during construction.
2. Alternate routes can be utilized so that roads can be closed during construction.
3. Contractor to coordinate with other utility companies for relocation during construction.
4. Bypass pumping required during initial phases of construction.

AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

Town of Waynesville

Affidavit of Enterprises G Inc

(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 waving 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.

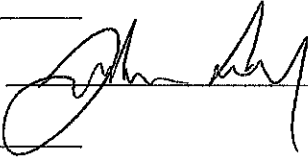
The undersigned, if apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure 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: 5-1-26

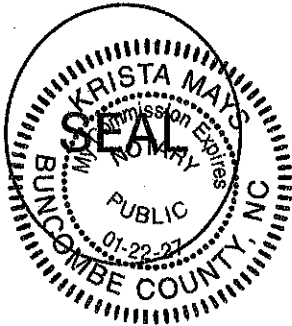
Name of Authorized Officer: JOHN J GUZMAN

Signature: _____



Title: _____

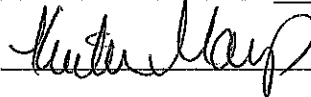
VP



State of North Carolina, County of Buncombe

Subscribed and sworn to before me this 1 day of May, 2026

Notary Public _____



My Commission expires 01-22-27

Enterprises G, Inc.

1412 Sand Branch Road, Black Mountain, NC 28711

Phone: (252) 367-0902 | Email: jguzmanenterprises@gmail.com

SUBMITTAL FOR CONSTRUCTION SERVICES

Town of Waynesville – Sanctuary Drive Culvert Replacement & Roadway Repair

1. Firm Information

Company Name: Enterprises G, Inc.

Address: 1412 Sand Branch Road, Black Mountain, NC 28711

Officers and Key Personnel:

- Isabel Rojas, President
- John Guzman, Vice President & Project Manager
- Matthew Wentworth, Superintendent

2. Experience

Enterprises G, Inc. has over 15 years of experience in heavy civil construction, specializing in culvert replacement, stormwater infrastructure, and rehabilitation projects throughout North Carolina. Our firm has completed multiple projects for municipalities and state agencies, consistently delivering high-quality work on schedule and within budget. Our team is proficient in managing environmentally sensitive sites and maintaining traffic flow and public access during construction.

Representative Projects Include:

- Pedestrian Bridges over Dye Branch, Flat Rock, NC – 2024

Scope: Constructed two pedestrian bridges over Dye Branch and completed associated grading, stream bank and bed stabilization, paving, and erosion control.

Budget: \$210,000 | Client: Village of Flat Rock

- Governor's Western Residence Retaining Wall, Asheville, NC – 2024

Scope: Repairs to front storm door, retaining wall, parking lot and exterior at the Governor's Western Residence.

Budget: \$255,000 | Client: State of North Carolina

- Health and Human Services Building Drainage Improvements

Scope: Installed 700 LF of new drainage system to repair flooding issues.

Budget: \$110,000 | Client: City of Hendersonville

3. Client References

1. Michael Dages – Park Director, Village of Flat Rock

Phone: (330) 267-7691 | Email: mdages@villageofflatrock.org

2. Myles Alexander – Principal Architect, Form & Function Architecture, PC

Phone: (828) 575-2423 | Email: myles@ffarchitecture.com

3. Christopher Hill – Maintenance Manager, Henderson County Facility Services

Phone: (828) 458-4662 | Email: chill@hendersoncountync.gov

4. Litigation History

There is no litigation history associated with Enterprises G, Inc. relating to project performance or professional liability. Additionally, there have been no matters settled out of court.

5. Quality of Work

Enterprises G, Inc. is committed to delivering high-quality construction services with a strong emphasis on compliance, safety, and workmanship. We maintain rigorous quality control procedures including pre-construction checklists, daily superintendent inspections, and coordination with project engineers to verify compliance with all design specifications.

6. Public Sector Construction Knowledge

Our team is well-versed in North Carolina public construction regulations, including bidding laws, bonding requirements, and E-Verify compliance. We are familiar with NCDOT standards for pipe installation, traffic control, and erosion control (NCDOT Section 300 & 815), and have successfully worked on municipal projects requiring coordination with state and local agencies.

7. Commitment to Timely Completion

Enterprises G, Inc. is committed to completing the Sanctuary Drive Culvert Replacement & Roadway Repair project efficiently and in full compliance with the Town of Waynesville's construction standards. Based on current material availability and weather conditions.

This timeline allows for a three-week lead time to procure the new culvert materials and ensure all components are on site prior to mobilization. Once materials are received, the proposed work schedule is as follows (weather permitting):

Sanctuary Drive Culvert

- Week 1: Remove and haul off the existing culvert and headwalls.

- Week 2: Install reinforced concrete footings.
- Week 3: Install new culvert pipe and form for headwalls and wingwalls.
- Week 4: Pour concrete walls, backfill, and perform site cleanup.
- Week 5-6: Install retaining wall footing and stone wall

Secondary Culvert

- Days 1–2: Remove and install the new culvert.
- Day 3: Backfill and compact.
- Days 4–5: Reconstruct the existing stone wall as required.

Enterprises G, Inc. will maintain flexibility to adjust this schedule as needed based on weather conditions and site access and will provide timely communication to Town representatives regarding any changes or delays.

8. Permits and Fees

Enterprises G, Inc. acknowledges the need to coordinate with the appropriate authorities for all required construction permits related to the project. However, our firm will not be responsible for payment of any permitting fees or associated regulatory costs. Should the Town of Waynesville require assistance with permit preparation or submission, we will do so professionally, but all permitting costs remain the Owner's responsibility.

9. Certification Statement

I hereby certify, under penalties of perjury, that the information contained in this submittal is true and complete to the best of my knowledge.

Signed,

John Guzman

John Guzman

Vice President & Project Manager

Enterprises G, Inc.

Date: April, 30 2026

10. Scope of Work

Enterprises G, Inc. shall furnish all labor, materials, equipment, and supervision necessary to complete the Sanctuary Drive Culvert Replacement & Roadway Repair project in accordance with the Town of Waynesville's specifications, standards, and approved drawings. The work shall include, but not be limited to, the following:

1. Demolition and Removal

- Remove and haul away existing boulder headwalls at both inlet and outlet ends of the current culvert system.
- Sawcut the roadway and remove approximately 80 LF of 18" corrugated metal pipe (CMP).

2. Utility Coordination

- Coordinate with the Town of Waynesville (Water and Sewer Departments) and all applicable utility providers (power, cable, etc.) to ensure safe relocation or protection of existing utilities as necessary.

3. Culvert Installation

- Install new reinforced concrete footings, headwalls, and wingwalls at both inlet and outlet ends of the new culvert pipe.
- Footings: 18" thick, 5' wide, reinforced with two mats of #6 rebar at 12" on-center (O.C.).
- Headwalls and Wingwalls: 12" thick, reinforced with a single mat of #6 rebar at 12" O.C.

4. New Culvert Pipe

- Install approximately 40 LF of 72" oval aluminized culvert pipe, to be buried to a depth of approximately 14".

5. Backfill

- Backfill using structural fill material (ABC Stone or approved equivalent), compacted to a minimum of 95% standard Proctor density, in lifts not exceeding 12".

6. Drainage Improvements

- Remove approximately 120 LF of existing pipe.
- Replace the existing 18" culvert with a 24" double-wall plastic pipe.
- Tie in the drainage pipe from Quail Ridge.
- Reconstruction of retaining wall as required.

Estimate does not include unforeseen sub-grade issues, unsuitable soil conditions, or drainage corrections unless otherwise noted

Submitted by:

John Guzman

John Guzman
Vice President & Project Manager
Enterprises G, Inc.
Date: 4/30/26

Expiration Date

2026

License No.

86907

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Enterprises G, Inc

Black Mountain, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

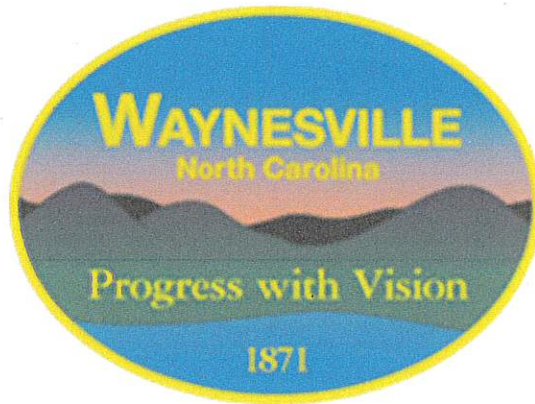
01/07/2026

This certificate may not be altered.




Chairman


Secretary-Treasurer



Town of Waynesville
Request for Proposals

**SANCTUARY DRIVE CULVERT REPLACEMENT AND ROAD
REPAIR PROJECT**

Location: Sanctuary Drive, Waynesville, NC 28786

Starting Coordinates: 35° 27' 45" N 82° 58' 56" W

Ending Coordinate: 35° 27' 42" N 82° 58' 56" W

FROM: Hutch Reece
Town of Waynesville

DATE: 4/10/2026

All proposals must be received in a sealed envelope clearly labeled RFP – Sanctuary Drive – Culvert Replacement by May 1, 2026, 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.

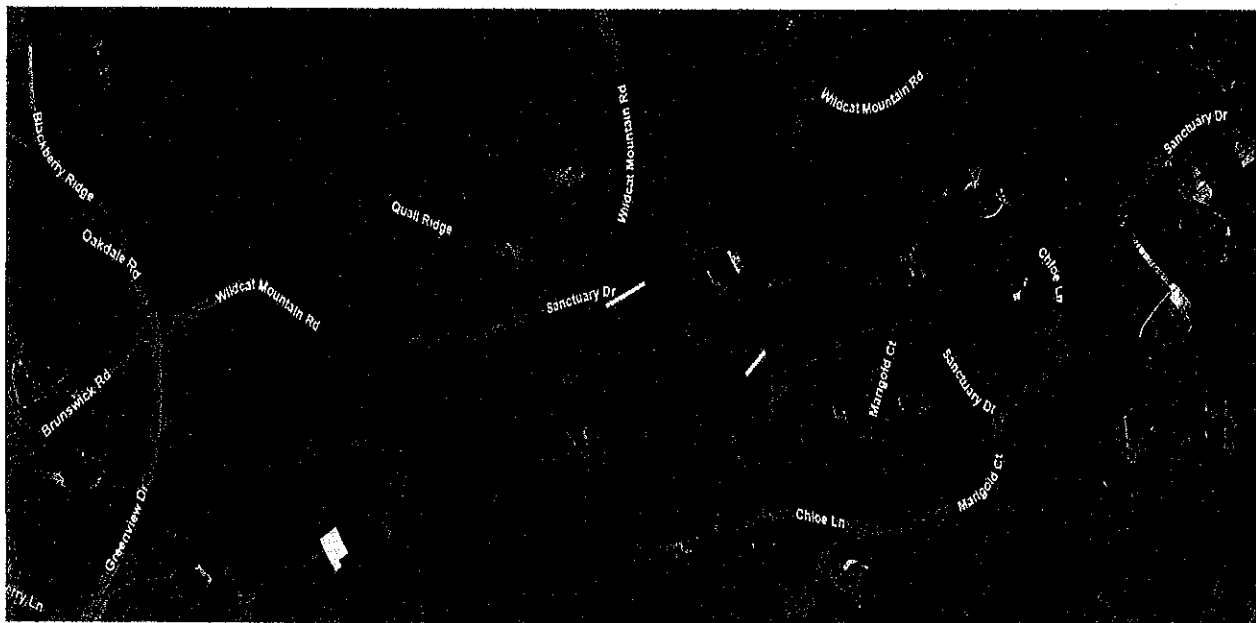
Overall Project Scope of Work

The project consists of the removal and replacement of existing culvert infrastructure at two locations along Sanctuary Drive, including installation of new stormwater conveyance

systems and associated structural components. Work includes demolition of existing pipes, installation of new HDPE and large-diameter aluminized culvert piping, construction of reinforced concrete headwalls, wingwalls, and footings, and integration with existing stormwater systems as directed.

Additional work includes repair of roadway subbase failures, asphalt restoration, and repair or replacement of an existing retaining wall. The Contractor shall also provide all necessary traffic control, erosion and sediment control, utility coordination, and bypass pumping to maintain safe and continuous site operations.

All disturbed areas shall be restored, and the completed project shall be left in a safe, stable, and fully functional condition in accordance with applicable standards.



1. Project: Sanctuary Drive – Culvert Replacement

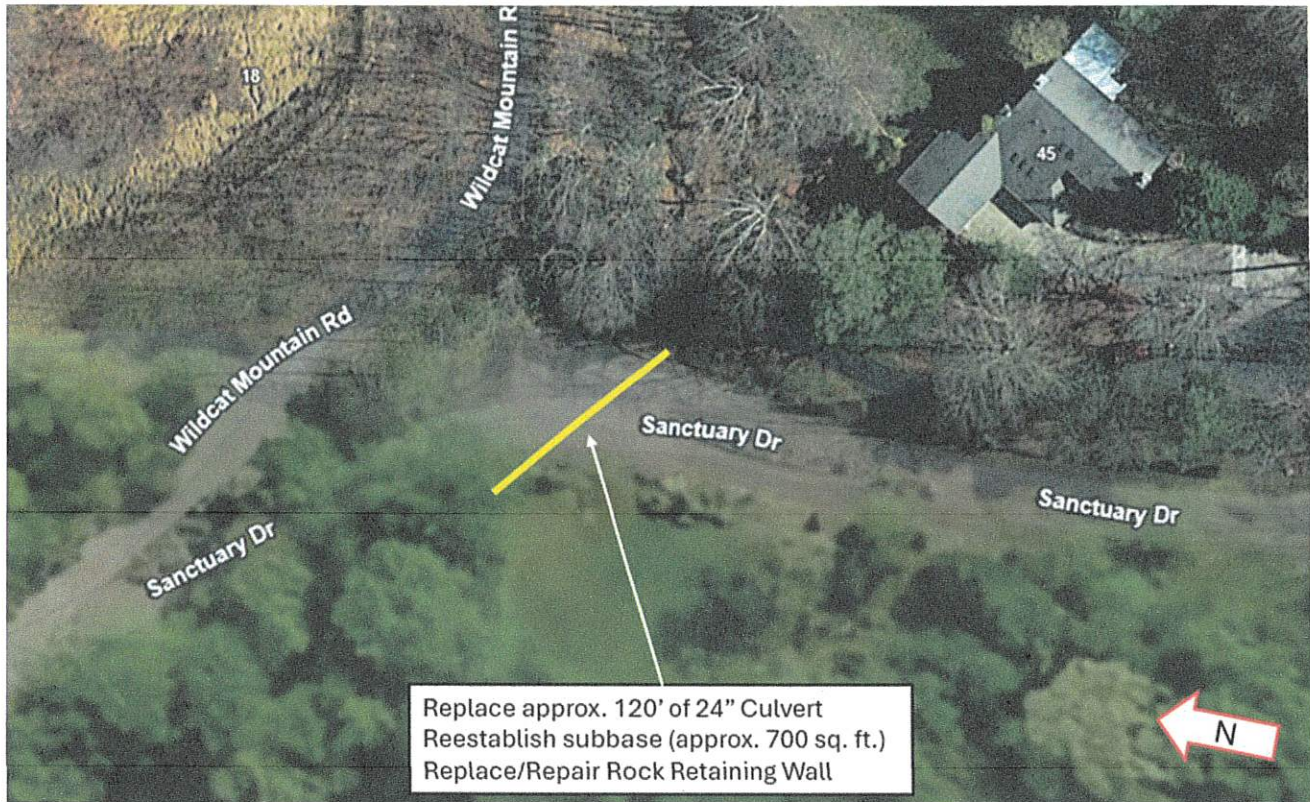
Location: Sanctuary Drive

Coordinates: 35° 27' 45" N 82° 58' 56" W

The work consists of replacing an existing **18-inch CMP culvert** on Sanctuary Drive with approximately **120 linear feet of 24-inch double-wall HDPE culvert**, including proper bedding, backfill, and compaction. The project also includes repair and reestablishment of approximately **700 square feet of roadway subbase failures**, and repair or replacement of the **stone retaining wall** at the culvert discharge.

Additionally, the Contractor shall assess the structural stability of an existing stormwater culvert conveying flow from **Wildcat Mountain Road into Sanctuary Drive** and, if directed by the Owner, modify or tie this culvert into the new culvert system.

The Contractor shall provide all necessary traffic control, erosion control, and site restoration, and shall leave the project area in a safe, stable, and fully functional condition.



2. Project: Sanctuary Drive Culvert Replacement #2

Location: Sanctuary Drive

Coordinates: 35° 27' 42" N 82° 58' 56" W

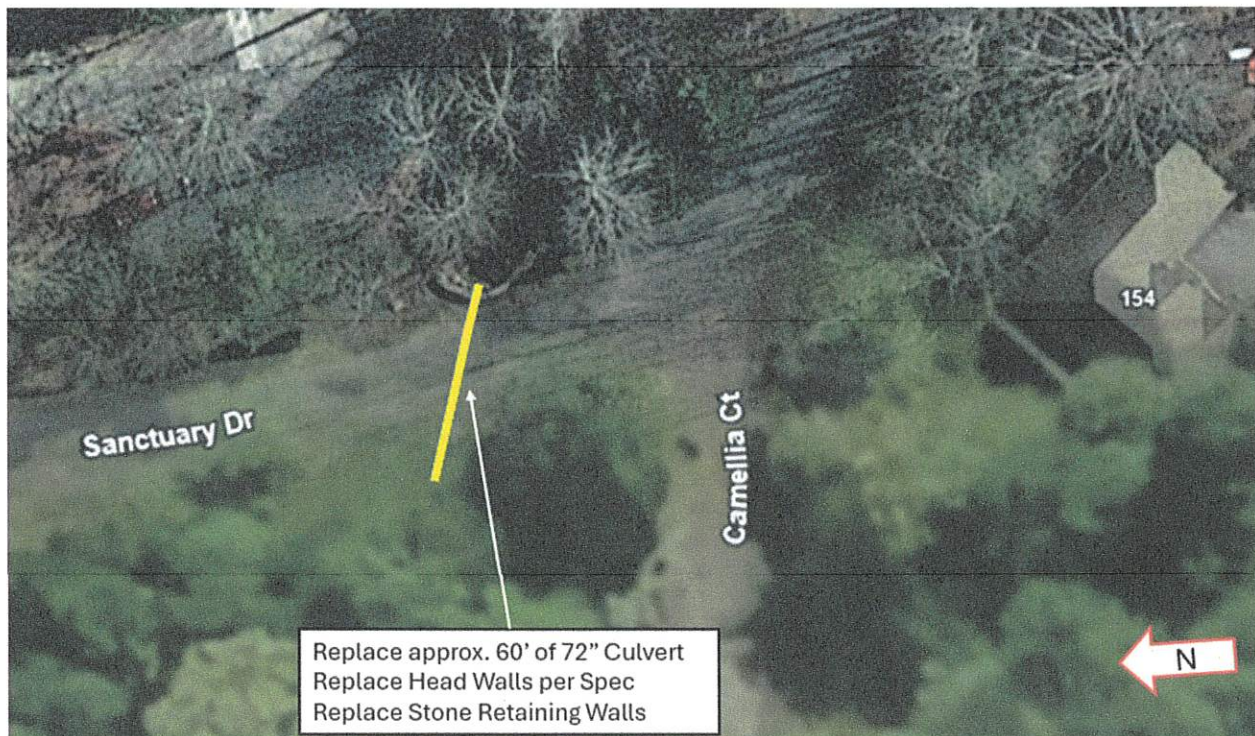
The work consists of installing a new culvert system on Sanctuary Drive, including reinforced concrete footings, headwalls, and wingwalls at both the inlet and outlet, installation of a new large-diameter culvert pipe, and placement of structural backfill.

The Contractor shall install reinforced concrete **footings** at each end of the culvert, **18 inches thick and 5 feet wide**, reinforced with **two mats of #6 rebar at 12 inches on-**

center (O.C.). Headwalls and wingwalls shall be 12 inches thick, reinforced with a single mat of #6 rebar at 12 inches O.C.

The Contractor shall furnish and install approximately **40 linear feet of 72-inch oval aluminized culvert pipe**, installed to proper alignment and grade and buried to an approximate depth of **14 inches**.

Backfill shall consist of **structural fill (ABC stone or approved equivalent)** placed in lifts not exceeding **12 inches** and compacted to a minimum of **95% Standard Proctor density**. The Contractor shall restore all disturbed areas and leave the site in a safe, stable, and functional condition.





Application for Special Events Permit

I. General Information

EVENT NAME: Apple Harvest Festival

EVENT DATE(S): Saturday, October 17, 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: Downtown Main Street, Church Street, Depot Street

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

SET-UP TIME (START/END): Friday, October 16, 2026

EVENT HOURS: 10:00am – 5:00pm

DISMANTLE HOURS (START/END): 5:00pm – 6:30pm

ESTIMATED ATTENDANCE: 25,000

BASIS ON WHICH THIS ESTIMATE IS MADE: Police Department Estimates

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 Chamber of Commerce

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

APPLICANT NAME: David Francis

ADDRESS: 370 N. Main St., Suite 305 Waynesville, NC 28786

PHONE: 828-400-0212 FAX#: EMAIL: dfrancis@haywoodchamber.com

ON-SITE CONTACT: David Francis

ADDRESS: 370 N. Main St., Suite 305 Waynesville, NC 28786

PHONE #: 828-456-3021 CELL PHONE #: 828-400-0212 EMAIL: dfrancis@haywoodchamber.com

III.	Brief Description of Event

The annual Apple Festival is in its 38th year of celebrating everything apple in Downtown Waynesville. There are about 150 arts and crafts booths and food concessions. The Haywood Chamber of Commerce owns, operates and organizes the event. There are craft booths along the sides of the streets with food vendors designated to food “courts” located at the north and south ends of Main Street. Six craft booths will be included on Church Street’s southeast side and Depot Street’s northwest side.

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:

Main Street from Walnut Street to Pigeon Street, East Street from Main to Wall Street, Depot Street and Miller Street from Main Street to Montgomery Street. Closed Friday, October 16th at 9pm to reopen Saturday, October 17th at 7pm.

V. Event Details	
------------------	--

YES NO

☐ ☒ Does the event involve the sale or **use of alcoholic beverages**? No

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

☒ ☐ Does the event involve the **sale of food**? yes, Food Vendors, not Chamber

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

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

Number of Stages:	1 stage at Depot Street	Number of Band(s):		Amplification?
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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 obtain training/education during your career?

Do you plan to use an existing **vacant 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: 170 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? Justice Center parking lot, Community Bank parking lot – 7 portable toilets

☐ ☒ Will you require **electrical hookup** for the event? Generators? to be provided by the vendors

☐ ☒ 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).
Craft – 10x12 \$275; 10x24 \$475; 10x36 \$675; Food – 10x18 \$375; 10x36 \$675

☐ ☒ 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?

Parking locations are identified on the website, TOW places a sign with regular TOW parking accommodations

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?

Dumpsters are placed by TOW. ROTC volunteers collect trash on streets and drop it off at the dumpsters. The Chamber makes a donation to ROTC.

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
jfowler@waynesvillenc.gov**

VIII. Special Information for Applicants

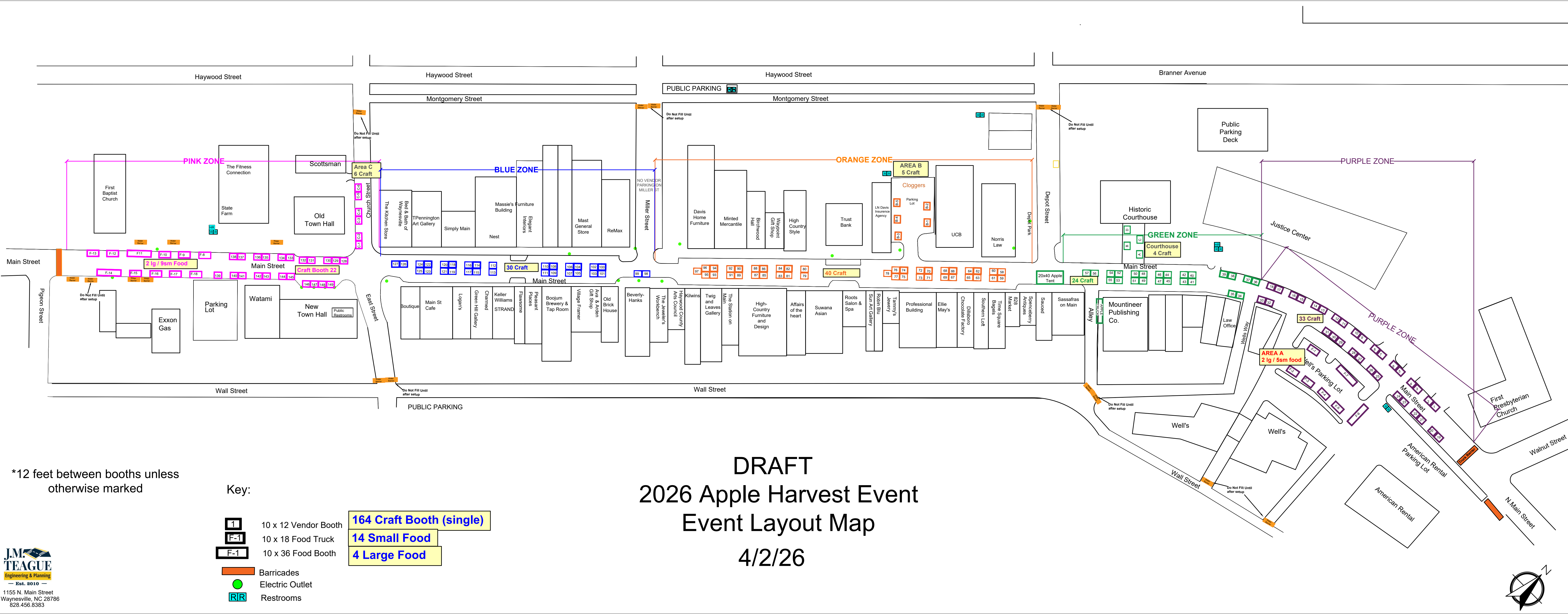
- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only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



WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 28 July 2026

SUBJECT: Firefighter Hiring Recognition

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Fire

Contact: Chris Mehaffey

Presenter: Chris Mehaffey

BRIEF SUMMARY:

Hiring recognition/pinning for Katie Cagle, the first full-time female firefighter hired by the Town of Waynesville!

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: July 28, 2026**

SUBJECT: Placer.ai report

AGENDA INFORMATION

Agenda Location: Presentation
Item Number:
Department: Downtown Waynesville Commission
Contact: Beth Gilmore, Executive Director
Presenter: Beth Gilmore, Executive Director

BRIEF SUMMARY

DWC Executive Director Beth Gilmore will present a report on Placer.ai data for the MSD.

MOTIONS FOR CONSIDERATION

N/A

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS

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

SUBJECT: Lead Service Line Inventory Project Funding Acceptance and consultant Selection.

AGENDA INFORMATION:

Agenda Location: New Business
Department: Public Works
Contact: Laura Yonkers, Deputy Director Sustainability
Presenter: Laura Yonkers and Cody Stiles, Water Treater Superintendent

SUMMARY:

On May 15, 2026, the North Carolina Division of Water Infrastructure (Division) approved the Town's Lead Service Line Replacement (LSLR) Project (DWI Project No. SRF-D-LSL-0189) as eligible to receive a loan of up to \$1,000,000 through the IJA Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement Program. The loan will be repayable over a five-year term at 0.00% interest, with a 2% loan fee applied to the total funding amount.

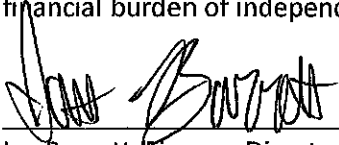
The Town's Water Treatment Plant has an existing contract with 120Water to develop and maintain the Town's lead service line inventory, including mapping and database management for lead and galvanized service lines. Staff recommends continuing this partnership to provide predictive modeling, data management, database maintenance, and service line identification inspections. These services are necessary to maintain compliance with North Carolina Department of Environmental Quality (NCDEQ) requirements and the federal Lead and Copper Rule.

MOTION FOR CONSIDERATION:

Approve acceptance of the funding offer from the North Carolina Division of Water Infrastructure through the State Revolving Fund Lead Service Line Replacement Program for the Waynesville Lead Service Line Inventory Project, and authorize the Town Manager to execute all documents necessary to secure and administer the funding as well as continue its partnership with 120Water to provide the predictive modeling, database management, and service line identification services needed to maintain compliance with state and federal Lead and Copper Rule requirements.

FUNDING SOURCE/IMPACT:

The project will be funded through the Water Fund utilizing State Revolving Fund financing. Acceptance of the funding offer will not require an immediate tax increase. Future debt service obligations will be incorporated into the Water Fund's financial plan and annual budget process. This funding supports the Town's compliance with federal Lead and Copper Rule requirements while significantly reducing the financial burden of independently funding the lead service line inventory project.


Ian Barrett, Finance Director

7/18/2026

Date

ATTACHMENTS:

- Letter of Intent to Fund Town of Waynesville Lead Service Line Inventory (April 2026 SWIA Award)
- Contract
- Sole Source

MANAGER'S COMMENTS AND RECOMMENDATIONS:

JOSH STEIN
Governor
D. REID WILSON
Secretary
SHADI ESKAF
Director



NORTH CAROLINA
Environmental Quality

May 15, 2026

Mr. Rob Hites, Town Manager
Town of Waynesville
P.O. Box 100
Waynesville, NC 28786

Subject: Lead Service Line Replacement Program
Letter of Intent to Fund
Town of Waynesville
Waynesville Lead Service Line Inventory
April 2026 SWIA Award
DWI Project No. SRF-D-LSL-0189

Dear Mr. Hites:

The Division of Water Infrastructure (Division) has reviewed your application, and the State Water Infrastructure Authority (SWIA) has approved your Lead Service Line Replacement (LSLR) project as eligible to receive a loan from IJJA-DWSRF LSLR funds in the amount of \$1,000,000, repayable in five (5) years at 0.00% interest rate. A loan fee of 2% will be applied to the total funding amount.

Please note that this intent to fund is contingent on the Division receiving IJJA-DWSRF LSLR funds from USEPA, approval of the loan through the Local Government Commission, and on meeting all the following funding milestones:

Milestone	Deadline date
Scope of Work Submittal	August 3, 2026
Scope of Work Approval	September 1, 2026
Completion of Inventory Project and Submittal of Final Product Deliverables	December 1, 2027

The Division will consider granting milestone timeline modification including extensions if good cause for extension can be provided. Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Furthermore, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Mr. Rob Hites, Town Manager
Town of Waynesville
May 15, 2026
Page 2 of 3

Electronic Document Submittal

All project documents, including milestone extension requests, must be submitted to the Division via the documentation submittal form located at <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. Use of this form provides more seamless document tracking, processing, filing, accessibility, and security via our electronic document repository, Laserfiche. The link and a list of frequently asked questions can also be accessed from the Division's *I Have Funding* page, <https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding>.

Guidance on preparation of the Scope of Work can be found on the Division's *LSLR Funding* webpage under "For Funded LSLR Projects: Guidance Documents", at [Lead Service Line Replacement \(LSLR\) Funding | NC DEQ](#).

Disbursement of Funds

Funds are disbursed for eligible costs that are documented as part of the project only after the costs have been incurred and all necessary documentation has been received and approved by the Division beforehand. Prior to requesting the first disbursement on your project, you will be asked to submit to the Division via the link above several required documents, including but not limited to:

1. Copy of the original funding offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances".
2. A resolution adopted by the governing body accepting the funding offer and making the applicable assurances contained therein.
3. Copies of all executed service agreements and/or contracts.

The Division will communicate to you when these documents are required.

Once all documents have been received and approved, you may request disbursements using the Division's Disbursement Request form. If you request funds prior to paying contractors, you will have three business days to pay contractors upon receipt of funds.

Approval of Debt by Local Government Commission

Projects funded with a loan component must receive approval from the Local Government Commission (LGC). Final approval of debt must be coordinated directly with the LGC after approval is received either for the Scope of Work or the Engineering Report, as applicable. The following items must be submitted to the LGC:

- | | |
|------------------------|------------------------------------|
| 1. Funding Application | 4. Letter of Intent to Fund (LOIF) |
| 2. LGC Form 108A | 5. Scope of Work |
| 3. LGC Form 108C | 6. Scope of Work Approval Letter |

Documents must be e-mailed to srf@nctreasurer.com. When ready to obtain debt approval, investor-owned water corporations should contact LGC staff and also notify the North Carolina Utilities Commission to ensure regulatory requirements are met.

Mr. Rob Hites, Town Manager
Town of Waynesville
May 15, 2026
Page 3 of 3

Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require **debt equal or greater than \$1,000,000** must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

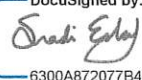
Build America, Buy America Act (BABA)

Projects funded through the DWSRF LSLR funds must comply with the Build America, Buy America Act (BABA). BABA requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. You can find additional information at the following link: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>

If you choose to decline this funding, please send a letter on the applicant's letterhead, signed by the Authorized Representative as declared in the application, within 30 days of receipt of this letter. Applications for projects already funded will only be considered for additional funds to cover unfunded project costs.

If you have any questions, please contact Suzanne Molloy, P.E., either by telephone at 828.296.4590 or by e-mail at suzanne.molloy@deq.nc.gov.

Sincerely,

DocuSigned by:

6300A872077B4C5...

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

cc: Mark Cathey, P.E., McGill Associates, P.A. (mark.cathey@mcgillassociates.com)
Lauren Elliott, McGill Associates, P.A. (lauren.elliott@mcgillassociates.com)
David Giachini, P.E., DWI
Suzanne Molloy, P.E., DWI
Mark Hubbard, P.E., DWI
Allen Baker, MBA, DWI

DWI Agreement ID 2000089419 (COM_LOIF)



120Water

NBE - Town Of Waynesville - NC - Predictive Modeling/Verification

Customer - Town Of Waynesville - NC

16 S Main St
Waynesville, NC 28786
United States

Reference: 20260708-152109479

Quote created: July 8, 2026

Quote expires: October 6, 2026

Quote created by: Jordan Packard

Account Manager

jordan.packard@120water.com

Cody Stiles

cstiles1@waynesvillenc.gov
8284006545

Comments from Jordan

This quote reflects the attached SOW.

Products & Services

Item & Description	Quantity	Unit Price	Term	Total
Project Management Communication, scheduling, subcontractor sourcing, field coordination, documentation, reporting, etc.	140	\$190.00	12	\$26,600.00 for 1 year
Data & Systems Management Provisioning, collection, review, analysis, transforma- tion, import/export, hygiene, etc.	225	\$145.00	12	\$32,625.00 for 1 year
Regulatory Compliance & Quality Management Supports predictive model plan development, model efficacy assessment, results review, and adjustment recommendations.	75	\$225.00	12	\$16,875.00 for 1 year

Item & Description	Quantity	Unit Price	Term	Total
Predictive Model Development & Iteration Includes initial run & up to 3 additional runs to form validation inspection pools.	1	\$60,000.00	12	\$60,000.00 for 1 year
Non-Excavation Inspections (Meter Pit) Assumes 2/3rds of total estimated inspection volume can be completed via meter pit with no excavation.	719	\$145.00	12	\$104,255.00 for 1 year
Mechanical, Hydrovac, and/or Airknife Excavation-Based Inspections Assumes 1/3rd of inspections will required potholing. Softfill excavation scenarios only (no asphalt or concrete cutting)	354	\$400.00	12	\$141,600.00 for 1 year
Remediation Plan Development: Water Service Line Replacement	1	\$5,000.00	12	\$5,000.00 for 1 year
One-time subtotal				\$386,955.00
Total				\$386,955.00
Total contract value				\$386,955.00

Purchase terms

The term of this Agreement shall commence upon Town of Waynesville's receipt of an approved Statement of Work (SOW) from DWI/NCDEQ.

Once the SOW is approved (on or before 9/01/2026 per the Letter of Intent to Fund), Waynesville will be billed \$60,000 for Predictive Modeling and \$20,025 for 25% of the project, data, system, and regulatory compliance management services.

The remaining management services and inspections will be billed monthly in arrears until this project Phase I is complete.

All invoices are due Net 30 from receipt.

Upon completion of Phase I, we will commence with any additional required non-excavation inspections at a unit rate of \$145.00 and/or mechanical excavation inspections at a unit rate of \$400.00. Total Project cost is not to exceed \$1,000,000.

Letters reflected on this quote/Order Form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

Rate Card	
First Class Delivery	
Letter Type	Unit Price
First Class Letter - 2 sheets - Color	\$1.76
First Class Letter - 2 sheets - Black and White	\$1.70
First Class Letter - 3-6 sheets - Color	\$3.17
First Class Letter - 3-6 sheets - Black and White	\$2.12
First Class Letter - 7-10 Sheets - Color	\$9.53
Standard Delivery	
Letter Type	Unit Price
Standard Letter - 2 sheets - Color	\$1.43
Standard Letter - 2 sheets - Black and White	\$1.34
Standard Letter - 3-6 sheets - Color	\$2.84
Standard Letter - 3-6 sheets - Black and White	\$1.77
Certified Delivery	
Letter Type	Unit Price
Certified Letter - 3 sheets - Color	\$13.07
Certified Letter - 4-6 sheets - Color	\$14.16
Certified Letter - 7-8 sheets - Color	\$18.87

This Order Form, together with the Master Services Agreement, available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized words not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

For Order Form including Products

Unused Products purchased in this Order Form, **including Unused Products purchased prior to the execution of this Order Form**, shall not roll forward to the next Subscription Term unless Customer pays an

Inventory Holding Fee of twenty percent (20%) of the purchase price of the Unused Products. This fee shall appear as a separate line item on the Order Form for the next Subscription Term. If Customer does not wish to roll forward Unused Products, such Products will be deemed returned to 120Water and no refund will be provided.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Jordan Packard
Account Manager
jordan.packard@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

Field & Data Services Statement of Work

Water Utility Service Line Material Classification

Effective Date: July 1, 2026

Parties:

- **Customer:** Town of Waynesville (NC0144010)
- **Single Source Supplier:** 120 Water, Inc. ("120Water") (Project Management and Compliance Oversight)

1. Project Overview

Town of Waynesville has selected 120Water to assist with the material classification of water service lines at approximately 6,046 water service locations in pursuit of compliance with current LCRI regulations. 120Water will develop and submit predictive models where required; execute those predictive models as approved; select and coordinate subcontractors for inspection work where determined; manage communication and progress tracking, data aggregation, data quality assurance, and compliance oversight; and create a service line replacement plan. This Statement of Work is incorporated in and forms part of the [Master Services Agreement](#) between 120Water and Town of Waynesville.

2. Responsibilities

2.1 120Water Responsibilities

- Project management and coordination.
- Communication with water utility managers.
- Development and submission of any statistical method proposal.
- Performance of any statistical analysis or predictive model.
- Communication with any Subcontractor.
- Progress tracking and reporting.
- Data aggregation and analysis.
- Scheduling and facilitating meetings.
- Ensuring regulatory compliance.
- Development of service line replacement plan.

2.2 Subcontractor Responsibilities (as needed)

- Appoint one primary point of contact.
- Provide qualified field technicians and supervision.
- Perform service line inspections.

- Collect data according to defined Standard Operating Procedures (SOPs, see Section 4 below).
- Abide by all applicable federal, state, local, system, and/or municipal regulations.
- Communicate with private property owners as required.
- Provide status updates and communicate risks, delays or complications.
- Maintain operational awareness with water utility management.
- Provide collected data to 120Water in the required format.

2.3 Customer Responsibilities

- Appoint one primary point of contact to maintain operational awareness with other project stakeholders.
- Provide any applicable local, system, and/or municipal regulations that must be considered in the course of performing inspections.
- Provide contact information for property owners / residents where inspections will be required to take place.
- Communicate with internal system and/or municipal stakeholders regarding project status and needs.
- Review resulting data and provide project sign-off.

3. Services

Service Type	Expected Quantity*	Total Cost	Description
Project Management	140 hours	\$26,600	Communication, scheduling, subcontractor sourcing, field coordination, documentation, reporting, etc.
Data & Systems Management	225 hours	\$32,625	Provisioning, collection, review, analysis, transformation, import/export, hygiene, etc.
Regulatory Compliance & Quality Management	75 hours	\$16,875	Supports predictive model plan development, model efficacy assessment, results review, and adjustment recommendations.
Develop Service Line Replacement Plan	1 plan	\$5,000	120Water will develop a comprehensive Service Line Replacement Plan that meets EPA Lead and Copper Rule requirements.
Predictive Model Plan Development	1 plan	Included	Document plan details and submit to NC DEQ for approval.

Service Type	Expected Quantity*	Total Cost	Description
Predictive Model Development & Iteration	<i>Up to 4 Model Runs</i>	<i>\$60,000</i>	Includes initial run & up to 3 additional runs to form validation inspection pools.
Total Excavations (Not to exceed during Phase I)	<i>1,073 inspections</i>		Estimated volume of remaining unknowns requiring inspection to support predictive model.
Non-Excavation Inspections (Meter Pit)	<i>~719</i>	<i>\$104,255</i>	Assumes 2/3rds of total estimated inspection volume can be completed via meter pit with no excavation.
Mechanical, Hydrovac and/or Airknife Excavation-Based Inspections**	<i>~354</i>	<i>\$141,600</i>	Assumes 1/3rd of inspections will require potholing. Softfill excavation scenarios only (no asphalt or concrete cutting).
Total Phase I Cost		\$386,955	
Phase II – Additional Field Inspections	<i>~TBD</i>	\$613,045	
TOTAL PROJECT COST		\$1,000,000	NOT TO EXCEED

Notes:

*Quantity reflects a good faith estimate of the currently known target volume.

**Inspections include all related site preparation work (locating, property access, traffic control), mobilization and travel, equipment, field supervision, disposal of excavated material, and ground repair.

***Phase II field inspection volume will be determined by model efficiency and non-excavation success

4. Deliverables

- Predictive model plan document submitted to NC DEQ for approval
- Selection of service lines for physical verification by visual inspection
- Inspection findings for each inspected location in LCRI compliant format (state submission workbook and/or upload to 120Water PWS Portal)
- Corresponding inspection photos
- Status reports and progress summaries
- Updated service line inventory including classifications on the basis of both visual inspection and model prediction according to state guidelines
- EPA-acceptable Service Line Replacement Plan
- Recommendations regarding next steps in the LCRI compliance journey

5. Project Outline

Stage	Description
Kickoff	All project stakeholders meet to confirm shared understanding of SOW, roles, responsibilities, establish a target timeline and schedule status update meetings.
Predictive Model Plan Proposal	120Water team builds, reviews with customer, and submits to NC DEQ the required predictive model plan proposal for approval by the state.
Predictive Modeling & Site Selection	120Water team performs initial run of the model, assesses its predictive performance, and selects inspection locations to strengthen predictions.
Inspection Prep & Scheduling	Project stakeholders will determine the best approach for resident communication, order / areas of inspection, and initial target inspection activity dates.
Communications & Public Outreach	Project stakeholders will perform all planned communications during this stage in advance of inspection activity.
Inspections & Status Updates	Inspections take place during this stage, with close coordination among project stakeholders, weekly progress reports, and collaboration to address any issues or complications.
Data Handling	120Water reviews all collected data to ensure compliance requirements are met, performs any necessary transformations in format, identifies remaining gaps in full LCRI compliance and compiles recommendations for next steps.
Results Review & Recommendations	Project returns to 'Predictive Modeling & Site Selection' stage and repeats the inspection process until sufficient volume of unknowns are classified, or until 3 iterations have been completed, whichever comes first. All project stakeholders meet to review resulting data, remaining gaps, and final recommendations.

Stage	Description
Close-out	Customer provides confirmation that SOW is complete.

6. Standard Operating Procedures (SOPs) for Inspection and Data Collection

6.1 Data collection format

- Data must be populated by Subcontractor in the Diamond Maps GIS provided by 120Water.
- 120Water will perform weekly data update checks during inspection periods and update the 120Water PWS platform.

6.2 Required data

- Date of inspection
- Name of inspector
- Verification method
- System-side service line material (if inspecting system-side)
- Private-side service line material (if inspecting private-side)
- Lead connector status
- Uninspectable reason

A service line may be deemed 'uninspectable' in non-excavation based inspection projects if:

- Meter pit is infiltrated with soil and too firmly packed to be safely or efficiently cleared by the use of hand tools
- Exterior point of entry is buried
- No access to interior point of entry
- Interior point of entry is obstructed by
 - finishing materials (drywall, flooring, trim, etc.)
 - heavy appliances (washer, dryer, refrigerator, water heater, HVAC, etc.)
 - sensitive property that the owner is unwilling to clear
 - hazardous objects or materials that the inspector deems unsafe to clear
- Photo of service line at each point of inspection, including:
 - Evidence / results of verification scratch test or magnet test
 - Whiteboard notation of service location ID within each service line photo
 - Sufficient photo clarity to read whiteboard and identify service line
 - If uninspectable, photo of obstruction (where relevant)



- Save all photo files using the following naming convention so that each can be matched to its corresponding service location: PWSID_LocationID_side(pub/priv)_YYYYMMDD
 - Example: NC1234567_120WloctionID_pub_20250507
 - Example: NC1234567_120WloctionID_priv_20250614

6.3 Material Identification Test

Verification of service line material requires that at least a scratch test, a magnet test, both, or a similarly rigorous test (like XRF) are performed and the results are included in the photograph of the line.

Scratch test procedure

- Gently scratch the pipe's surface with a key or coin.
- Observe the color and texture of the scratched area.
- Identify the line material:
 - Lead = shiny silver color, soft, easily scratched
 - Copper = copper color, like a penny
 - Galvanized Steel = dull gray color, harder to scratch

Magnet test procedure

- Place a strong magnet on the clean surface of the pipe
- Identify the line material:
 - Lead = magnet will *not* stick
 - Copper = magnet will *not* stick
 - Galvanized Steel = magnet *will* stick

7. Roles and Communication

7.1 120Water

120Water will designate a project manager to oversee and coordinate the completion of the entire scope of work. The project manager will represent 120Water throughout and hold communication responsibilities including:

- Schedule and manage all planning and/or kickoff meetings, weekly status meetings, brief prep calls with the Subcontractor primary contact, and final project review / close-out meetings.
- Actively represent the needs and priorities of the scope of work in all meetings.
- Ensure the overall achievement of the scope of work throughout the project, coordinating related action items in cooperation with the other project stakeholders.
- Receive status reports and maintain operational awareness of status and progress related to field work, system operations or customer concerns throughout the project.



- Serve as the primary communication hub for the project, collaborating with other project stakeholders to address and resolve any problems, issues, risks, or complications.
- Prepare and deliver status reports during weekly calls in collaboration with Subcontractor.
- Maintain all documentation related to the project for reference.
- Receive all collected inspection data for compliance review and report any data-related issues to the project stakeholders.
- Receive all Subcontractor invoices for review, approval or denial, and timely processing per the payment terms.
- Designate an alternate 120Water team member to perform project management functions in the event that they are indisposed for any length of time (vacation or illness, etc.).
- Primary Contact Information
Josh Hawley
Project Manager
josh.hawley@120Water.com
812.344.5877

7.2 Subcontractor

Subcontractor will designate a primary contact to represent Subcontractor throughout the project. Primary contact will hold communication responsibilities including:

- Attend planning and/or kickoff meetings, weekly status meetings, brief prep calls with the 120Water project manager, and final project review / close-out meetings.
- Actively represent the needs and priorities of the field services team in all meetings.
- Ensure the field services team has reviewed all system / municipal regulations provided by the Customer and is adequately prepared to abide by them.
- Ensure the field services team understands the scope of work included in the project and the Standard Operating Procedures regarding inspections and data collection.
- Maintain operational awareness of status and progress related to field work throughout the project.
- Report any problems, issues, risks, or complications the inspection team may encounter, including those related to project timeline, unanticipated costs, achievement of targets, or safety concerns.
- Collaborate as appropriate with the 120Water project manager.
- Collaborate as appropriate with the Customer primary contact, especially as relates to the times and locations of field technicians.
- Ensure all invoices are provided to 120Water in a timely manner and address any invoice-related questions.
- Designate an alternate team member to represent Subcontractor to the other project stakeholders in the event that they are indisposed for any length of time (vacation or illness, etc.).
Kyle Edenfield
ME Sack

kyle@mesack.com
(478) 206-1405

7.3 Customer

Customer will designate a primary contact to represent Customer throughout the project.

Primary contact will hold communication responsibilities including:

- Attend planning and/or kickoff meetings, status meetings, and final project review / close-out meetings.
- Actively represent the needs and priorities of the water system, its ownership and its customers in all meetings.
- Provide both 120Water and Subcontractor with all available inspection location reference material, such as maps, notes or drawings.
- Provide both 120Water and Subcontractor with all system / municipal regulations that may be relevant to the scope of work prior to the start of that work.
- Maintain operational awareness of status and progress related to the project throughout.
- Coordinate any system or municipal resources related to the project; teams or departments that may be affected or require notice or operational awareness.
- Report any problems, issues, risks, or complications of which the Customer may become aware through the course of the project, including those related to project timeline, unanticipated costs, achievement of targets, safety concerns, policy adherence, or customer relations.
- Collaborate as appropriate with the 120Water project manager.
- Collaborate as appropriate with the Subcontractor primary contact, especially as relates to the times and locations of field technicians, potentially conflicting operations in progress, or other relevant conditions.
- Designate an alternate team member to represent Customer to the other project stakeholders in the event that they are indisposed for any length of time (vacation or illness, etc.).
- Provide confirmation and sign-off upon project completion.

8. System / Municipal Regulations

Subcontractor and 120Water must adhere to all applicable regulations as provided by the Customer system and/or its municipal authorities.

Examples include:

- Visible identification of field personnel (high visibility vests, name badges, etc).
- Clear labeling and/or lighting of trucks and equipment.
- Property owner / resident communication and notice policies.
- Policies regarding conduct on private property.



- Drug, alcohol, and tobacco-free policies.
- Metered access to water for activity such as hydrovac excavation.
- Approved methods of disposal of excavated material.
- Ground repair requirements in both softfill and hardscape excavation scenarios.
- Traffic control policies and procedures.

Specific regulations and guidelines to be provided by the Customer.

Signatures

The parties have acknowledged and agree to the terms and conditions in this Statement of Work ordering document, as evidenced by their authorized signatures below.

120 Water, Inc.	Town of Waynesville (NC0144010)
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



120Water, Inc.
250 S. Elm Street
Zionsville, IN 46077

July 6th, 2026

Members of the Board

Town of Waynesville
P.O. Box 100
Waynesville, NC 28786

Re: Sole Source Justification — Lead Service Line Inventory Services

DWI Project No. SRF-D-LSL-0189 | PWSID NC0144010

Dear Members of the Board:

120Water, Inc. respectfully submits this letter to document the basis on which the Town of Waynesville may designate 120Water as a sole source provider for the continued lead service line (LSL) inventory and related compliance services required under the Lead and Copper Rule Improvements (LCRI). 120Water is the Town's current provider of these services and has supported the Town's lead compliance program from its inception.

120Water developed the Town's initial lead service line inventory and continues to maintain the resulting service line records within its platform. On an ongoing basis, 120Water performs the data entry and data management that keep the inventory current, generates and distributes the customer notifications required under the applicable federal rules, and provides the regulatory oversight that keeps the Town of Waynesville aligned with State and federal requirements. 120Water is likewise positioned to prepare the Town's future inventory submissions required under the LCRI. The verification project proposed builds directly on this established foundation.

The Town's designation of 120Water as a sole source provider is supported by the following:

1. **Continuity of an established program.** 120Water created the Town's initial inventory and maintains the underlying records and history. Continuing with 120Water avoids re-creating data, re-establishing field and modeling baselines, and duplicating costs that a transition to another provider would require.
2. **Proprietary platform.** The Town's service line data and documentation are hosted in 120Water's proprietary PWS platform. This system and the records are to be used as your “source of truth” for current LCRI regulation as well as any upcoming federal/state requirements.
3. **State-recognized predictive modeling.** 120Water will be applying a combined effort of predictive modeling and field verifications, authorized for use in North Carolina to prioritize likely lead and galvanized-requiring-replacement lines and to reduce the number of unknown service lines. This phase will significantly reduce any remaining field verification efforts while reducing cost.
4. **Integrated, end-to-end delivery.** A single provider manages predictive modeling, the field inspections that verify service line material, data management, required customer notifications, regulatory and quality

oversight, and the final inventory deliverables. This integration reduces hand-offs and the risk of inconsistent or incomplete records.

5. **Single-point accountability.** One accountable party carries the program from the initial inventory through the final LCRI inventory submission, giving the Town a consistent point of responsibility for schedule, data integrity, and compliance.
6. **Executed agreement and fixed compliance deadline.** The proposed work complements the existing agreement between the Town and 120Water. Given the LCRI final inventory deadline, continuing with the provider that built and maintains the program is the most efficient path to continued compliance.

The current phase of service line verification work scope (attached) is quoted at \$386,955, consistent with the scope submitted to DWI for loan funding, leaving \$613,045 in funding to finalize any further field verification work. This letter addresses the technical and programmatic basis for the sole source designation.

We appreciate the Town's continued confidence and welcome any questions regarding the services described above.

Respectfully submitted,

Jordan Packard

Account Manager

120Water, Inc.

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

SUBJECT: Social District Maps and Signs

AGENDA INFORMATION

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

BRIEF SUMMARY

At their meeting on June 23, 2026, the Town Council approved a social district to be in effect from the district of Frog Level up to Main Street and Wall Street from Thursday through Saturday from 10:00AM to 9:00PM. In order to begin permitting this social district to exist permanently, staff has been designing and developing public-facing informational and educational maps, decal signage for sidewalks, and pole-mounted signs.

These designs will be ready to present to Council for approval and will be distributed prior to their meeting on July 28, 2026.

MOTIONS FOR CONSIDERATION

Motion to approve for distribution and installation the Town's new social district maps, decal signage, and pole mounted signs.

FUNDING SOURCE/IMPACT

ATTACHMENTS

MANAGER'S COMMENTS AND RECCOMENDATIONS

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

SUBJECT: Schedule an interview for ZBA applicant

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Candace Poolton, Town Clerk/Assistant to the Manager/PIO
Presenter: Candace Poolton, Town Clerk/Assistant to the Manager/PIO

BRIEF SUMMARY

The ZBA has one alternate vacancy for someone who lives within town limits, and one alternate vacancy for someone who lives in the ETJ. After advertising both vacancies, staff received one application from Kenneth Dambrosio. Per policy, Council must interview any ZBA applicants prior to appointment. Mr. Dambrosio lives within town limits. Staff requests that two Councilmembers schedule an interview with Mr. Dambrosio.

MOTIONS FOR CONSIDERATION

N/A

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS