



Town of Waynesville, NC

Board of Aldermen Regular Meeting

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

Date November 12, 2019 Time: 6:30 p.m.

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(828) 452-2491 eward@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gavin Brown

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

Motion: *To approve the minutes of the October 22, 2019 regular meeting as presented (or as corrected).*

B. NEW BUSINESS

3. NCDOT revised estimates for Hazelwood Sidewalk Project
 - Elizabeth Teague, Development Services Director

Motion: *To direct NCDOT to proceed with the sidewalk construction under the revised engineering costs and to direct staff to work with NCDOT to develop a payment schedule as needed to cover the balance of the increased match requirement.*

4. Federal Highway Funding for the Greenway Feasibility Study: Recreation Park to the Waynesville Industrial Park and Lake Junaluska Trail Connection.
 - Elizabeth Teague, Development Services Director

Motion: *To proceed with the Greenway Feasibility Study.*

Motion: *To approve a Budget Amendment in the amount of \$72,000.*

5. Budget Amendment for contractual services – Stormwater Management Plan
 - Ben Turnmire, Finance Director

Motion: *To approve a budget amendment to the FY 2020 budget ordinance in order to update the Stormwater Management Plan.*

C. COMMUNICATIONS FROM STAFF

Managers report

- Rob Hites, Town Manager

6. Contract for Design, Permitting, Bidding and Construction Administration for renovation of waste treatment plant

Motion: : To recommend that you approve the contract subject to acceptance of Town Attorney Bill Cannon's changes.

7. Design alternative for the de-humidification unit at the Recreation Center

- Rob Hites, Town Manager

Motion: Approve the option of placing the dehumidification unit on the ground and use the design-build method of bidding.

Attorney's Report

- Town Attorney Bill Cannon

D. COMMUNICATIONS FROM THE MAYOR AND BOARD

E. CALL ON THE AUDIENCE

8. Received a request from Matt Haynes of Giles Chemical to install traffic calming devices on Commerce Street

- Rob Hites, Town Manager

Motion: To permit the staff to work on a design to bring back to the new Board for consideration in concert with the staff's presentation of a proposed policy regarding traffic calming devices.

F. 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

CALENDAR

November 12, 2019

| 2019 | |
|---|--|
| Tuesday November 12 6:30 PM Board Room | Board of Aldermen Meeting – Regular Session |
| Saturday, November 16 9:00 – 10:00 AM Frog Level | Tuscola Cross Country Mountaineer 5K Tuscola High School |
| Thursday November 21 5:30 – 9:00 PM Laurel Ridge Country Club | KARE House 2019 Festival of Trees |
| Thursday & Friday Nov 28 & 29 | Thanksgiving Holidays |
| Friday December 6 11:00 AM – 1:00 PM | Employee Holiday Luncheon Waynesville Recreation Center |
| Monday December 9 6:00 PM Main Street | Waynesville Christmas Parade “Candy Cane Christmas” Downtown Waynesville Association |
| Tuesday December 10 6:30 PM Board Room | Board of Aldermen Meeting – Regular Session |
| Saturday December 14 10:00 AM Greenhill Cemetery | Wreaths Across America |
| Tues, Wed & Thurs Dec 24 – 26 | Town Offices Closed – Christmas |

Board and Commission Meetings – November 2019

| | | |
|--|---------------------------------------|--|
| ABC Board | ABC Office – 52 Dayco Drive | November 19 3 rd Tuesdays 10:00 AM |
| Board of Adjustment | Town Hall – 9 S. Main Street | November 5 1 st Tuesdays 5:30 PM |
| Downtown Waynesville Association | UCB Board Room – 165 North Main | November 28 4 th Thursdays 12 Noon |
| Firefighters Relief Fund Board | Fire Station 1 – 1022 N. Main Street | Meets as needed; <i>No meeting currently scheduled</i> |
| Historic Preservation Commission | Town Hall – 9 S. Main Street | November 6 1 st Wednesdays 2:00 PM |
| Planning Board | Town Hall – 9 S. Main Street | November 18 3 rd Mondays 5:30 PM |
| Public Art Commission | Town Hall – 9 S. Main Street | November 14 2 nd Thursdays 4:00 PM |
| Recreation & Parks Advisory Commission | Rec Center Office – 550 Vance Street | November 20 3 rd Wednesdays 5:30 PM |
| Waynesville Housing Authority | Waynesville Towers – 65 Church Street | November 20 3 rd Wednesdays 3:30 PM |

BOARD/STAFF SCHEDULE

| | | |
|-------------------------------|------------------------|----------|
| November 25 – 29, 2019 | Assistant Town Manager | Vacation |
|-------------------------------|------------------------|----------|

**MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REGULAR MEETING
October 22, 2019**

THE WAYNESVILLE BOARD OF ALDERMEN held its regular meeting on Tuesday, October 22, 2019, at 6:30 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER

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

Mayor Gavin Brown
Alderman Jon Feichter
Alderman LeRoy Roberson
Alderman Julia Freeman
Mayor Pro Tem Gary Caldwell

The following staff members were present:

Rob Hites, Town Manager
Bill Cannon, Town Attorney
Amie Owens, Assistant Town Manager
Eddie Ward, Town Clerk
Ben Turnmire, Finance Director
Elizabeth Teague, Development Services Director
Jesse Fowler, Planner

The following media representatives were present:

Becky Johnson, The Mountaineer
Cory Valliancort, Smoky Mt. News

1. Welcome /Calendar/Announcements

Mayor Brown reminded the Board of the following calendar events:

Saturday October 26 – Hazelwood 5th Grade Fundraiser – Haunter Hustle - 10:00 AM
Thursday October 31 – Treats on the Street – 5:00 – 7:00 PM
Thursday October 31 - Trunk or Treat First United Methodist – 5:00 – 8:00 PM
Thursday October 31 – Fall Festival – Hazelwood Baptist Church 5:00 – 8:00 PM
Tuesday November 5 – Election Day
Saturday November 9 – Veteran’s Day Luncheon AFJTOTC – 11:00 AM – 1:00 PM

2. Adoption of Minutes

A motion was made by Alderman Gary Caldwell, seconded by Alderman Julia Freeman, to approve the minutes of the October 22, 2019 regular meeting, as presented. The motion passed unanimously.

B. PUBLIC HEARING

3. Public Hearing to consider application for a Conditional District Rezoning and Map Amendment at 356 Russ Avenue, PIN # 8616-40-3231

- Elizabeth Teague, Development Services Director

Development Services Director Elizabeth Teague presented her staff report to the Board as follows:

Background:

This parcel is the location of the “Bi-Lo Shopping Center” and is owned by RFLP Mountain Creek LLC, who is requesting a Conditional District Rezoning in order to redevelop the property as an apartment complex. If approved, their request would amend the zoning map for the area identified in the Master Plan to Russ Avenue Regional Center Conditional District (HC-RC-CD) and would amend the Land Development requirements specifically as they apply to that property and as shown on the Master Plan.

According to the Town of Waynesville’s Land Development Standards, Section 15.15:

“Conditional Districts (Section 2.6) are districts with conditions voluntarily added by the applicant and approved in a legislative procedure by the Board of Aldermen in accordance with G.S. 160A-382. Conditional Districts provide for orderly and flexible development under the general policies of this Ordinance without the constraints of some of the prescribed standards guiding by-right development.”

Conditional Districts are handled in the same way as text and map amendments. The Planning Board held a hearing on this application at a special called meeting on October 1, 2019 and voted unanimously to recommend approval by the Board of Aldermen and found that the project was reasonable, in the public interest and consistent with the 2020 Comprehensive Land Use Plan. A written report from the Planning Board is included in your agenda packet.

If approved by the Board, the site plan and CD designation will replace any conflicting development regulations which would otherwise apply to the development site. The Board of Aldermen may attach reasonable and appropriate conditions and site-specific standards to the development as part of the approval. These should be limited to those that address conformance with the ordinance and officially adopted plans, and those conditions that address the impacts reasonably expected to be generated by the development and use of the site. Should additional conditions be imposed by the Board, “the applicant will have a reasonable opportunity to consider and respond prior to final action.”

The Plan was reviewed by the Town’s Technical Review committee on August 14, 2019 and revised plans and complete application were submitted August 26, 2019.

Notification of this hearing was scheduled for advertisement in the Mountaineer, letters were sent to property owners within 500 feet of the project site, and the property was posted on October 7, 2019.

Conditional District Application and Ordinance Request:

The Mountain Creek Project is proposed to re-use the 8.8-acre Shopping Center site as multi-family development, creating 210 apartments within the Russ Avenue Regional Center District. Multi-family is a permitted use and multi-family over 8 units is considered a major site plan. The applicant has provided

an environmental survey, a master plan and elevations in accordance with the major site plan application requirements. Additionally, the applicant has provided a map amendment application, proof of unified control over the property, a summary of requests associated with the site plan, a project narrative and a completed Statement of Consistency Worksheet indicating their belief in the project's reasonableness and consistency with the Land Use Plan.

Zoning Compliance:

The subject property lies within the Russ Avenue Regional Center District (RA-RC), which has the following purpose and intent statement (Section 2.3.7 C.)

The Russ Avenue Regional Center District (RA-RC) is a gateway for the community and often defines the first image a visitor has of the town. This district shall be a setting for high intensity land uses addressing the needs of the Waynesville community and surrounding areas. The Russ Avenue Town Center is envisioned as supporting dense development options due to the ample infrastructure in place and the proximity to downtown and the other municipalities in the county. The past emphasis in the Russ Avenue area on automobile traffic only shall be reduced by changing the nature of the district to make the area comfortable for other modes of transit including pedestrian, bicycle and mass transportation options. Central to this transformation is the redesign of Russ Avenue -- turning the existing middle lane into a tree-lined landscaped median. The standards for future development along this corridor will also be important to this transformation, incorporating principles designed to manage access along Russ Avenue. The development of an accessway connecting the rear portions of lots fronting on Russ Avenue will further reduce traffic congestion along the Russ Avenue corridor. Building development in the area is designed to create a comfortable streetscape and public realm by bringing buildings closer to the street, providing sidewalks and street trees and providing access between development and public areas. The mixture of residential and commercial uses is encouraged. Development sensitive to the appearance of the corridor is essential within this district. The highway bridge forms a gateway into the area (and the town) and any future designs should be sensitive to this fact.

The Regional Center District has no maximum density, building footprint, or lot standard, but does require a 10' setback from adjacent lots, a 6' rear setback, and a 6' setback between buildings. Building height is limited to 4-5 stories, and there is a 2% open space requirement for residential. Project proposes a density of 24 units per acre within the required setbacks. (2.4.2)

Multi-family residential is permitted outright and there are no supplemental standard requirements. (2.5.3)

Buildings will address an interior driveway of 25' in width that provides access to development parking and maintains a through access to West Marshall Street and can accommodate emergency vehicles. (4.3)

Building will be four stories in height on all sides with a pitched roof and is compliant within the RA-RC District. Building 1000 will be just under 62' max on one "L" wing and 59' for the other "L" wing of the structure; and building 2000 will be 60' at its highest point. (4.4.2)

Apartments are an allowable building type within the RA-RC District and structures may have a common lawn, porches, terraces, stoops, and shopfronts. (5.3 and 5.5.3)

Development meets the Apartment Residential Building Design Guidelines, in that it has a sloped roof between 6:12 and 12:12. All rooftop equipment except for items such as fans and vents shall be screened from the public right of way. Entrances include covered stoops and porches on the end of buildings. (5.8.2-3)

Developer is asking that garages be located as shown, which face the interior parking areas and are recessed from the alley but still face the alleyway. (5.8.4)

Structures are compliant for permeability with openings every 6-12', exceeding 15% of any side, and with detail design that includes gables, window trim, covered stoop entries, eaves, and offsets in the building roof. (5.8.5) The corner of the building that includes the clubhouse will have a "shopfront" appearance.

Buildings proposed for compliant material as cementitious lap and board and batten siding which is allowed. (5.8.6)

Connectivity and Infrastructure

The project proposes to re-locate and retain the existing thru access using the existing connections to/from Russ Avenue and West Marshall. The developer is asking to redesign this as a 24' wide "alley" that is longer than the maximum block length of 500' at over 1070' in length, in order to maintain two points of connectivity on either side of the property with existing town streets. (6.4.1)

Applicant has shown that they will provide a greenway easement and will work with the Town on alignment in accordance with the NCDOT Russ Avenue widening project and the Town's Greenway feasibility study. Greenway access is provided at two points which are 340' apart, meeting the requirement to provide accessways every 600'. (6.4.2)

A transit stop was discussed with the applicant at technical review. Staff recommends consideration for the location of a transit stop that is situated in consultation with Haywood County Transit be required as a condition of approval, and the applicant indicated at the Planning Board that they would work with Haywood Transit to identify the most appropriate location. (6.4.3)

A 5' wide sidewalk is provided from Russ Avenue along the entrance into the development parking area. Pedestrian facilities continue one side the length of the alleyway for internal circulation and providing pedestrian connectivity to the greenway and between West Marshall and Russ Avenue. Alleys are "intended to provide limited access to the rear of properties but not to accommodate thru-traffic" but in this case they are allowing thru-traffic and exceeding the alley dimensional requirements and providing sidewalk for the purpose of safety and connectivity. (6.6.2)

As part of the NCDOT Russ Avenue improvement project, existing sidewalk along Russ Avenue will be replaced. Applicant is asking that any sidewalk design requirement the Town would impose along Russ Avenue be removed in consideration for the future roadway project which will replace existing sidewalk at this location. (6.8)

Applicant has provided Peak hour trip generation data for proposed and previous uses per the Institute of Transportation Engineers (ITE) Trip Generation guidelines, showing a decrease in traffic demand from the previous use of the site. Given the reduced commercial activity of the past few years on this site, there will no doubt be an increase in traffic from what the community is accustomed to from this site's traffic

impact. However, the proposed daily trips for residential multi-family is still below the Town threshold of 3000 cars per day which would trigger a requirement for a full-blown Traffic Impact Analysis. (6.10)

This property will re-use an existing commercial site that held a grocery store, restaurant and retail. Town water and sewer service, Duke Power, telephone and cable service is already present on the site. Town water and sewer division has confirmed that the Town has capacity to serve 210 new units at this location. All major development must place utilities underground and meet the Town and Duke Energy's standards (6.11).

Applicant has provided 4 new hydrants on the site located in coordination with the Town's TRC staff. Building and Fire Code enforcement has asked for additional grading to ensure emergency access around building 1000 without blocking the building side access and the developer indicated that they would work with building code staff to ensure compliance.

Civic Space

Residential development within the RA-RC District requires 2% Civic Space. The property is within 40' of the Town's Recreation Park and playground across West Marshall Street qualifying applicant for a 50% in required civic space. Therefore, in this location on this 8.8-acre parcel, only 3,833 square feet of civic space would be required. Applicant is providing 5,191 SF of passive open green space in the center of the development, and 8,464 SF of recreational open space that includes an outdoor pool, providing 3.5% civic and open space outside of the floodplain. (7.2-7.3)

In addition, the applicant commits to providing the Town with a greenway easement in accordance with the Town's adopted Pedestrian Master Plan and Greenway Feasibility Study. The easement is shown as 20-foot-wide by approximately 700' long greenway easement (or 14,000 SF depending on alignment) within an expanded buffer area which is 55' wide at its narrowest point (between stream bank and structure) and 120' at its widest (near Russ Avenue). The applicant has suggested that they could consider offering the entire area encompassing the greenway and adjacent greenspace within the floodway to the Town in its entirety, if the Town would be interested in pursuing that approach. Site plan also dedicates 3 parking spaces adjacent to the greenway area for public parking and access.

Staff believes the site plan exceeds the civic space and access requirements but would recommend that an agreement with the Town on future greenway and fishing area easement, or a formal offer of property, be developed as a condition of approval.

Landscaping and Parking

Applicant is preserving existing tree line between its property and the WNC Paving property but is removing trees along the connection to West Marshall Street where they are proposing a retaining wall along the property boundary. Site plan also maintains the existing vegetation within the railroad right of way. (8.3)

At the Planning Board hearing Barbara Norris asked in consideration of pedestrians walking through to access the park or the greenway, and customers accessing her property in vehicles, that landscaping on the West Marshall side of the alley and parking lot be limited and placed for maximum line-of-site and safety.

Property is bordered by Richland Creek to the North, the railroad to the south, Russ Avenue to the west, and WNC Paving and West Marshall Street to the East. On the other side of the railroad track is the Walnut Street NR MXO District which includes other buildings associated with WNC storage, and the shopping center at 311 Walnut. On the other side of Marshall Street is the East Waynesville UR District which contains Waynesville Recreation Park's playground and tennis courts. Type A Buffer yards would be required between RC and NR/UR districts, but the applicant is asking that this LDS Section 8.4.1 requirement be waived in consideration for the project's location and existing context. (8.4)

Applicant requests street tree requirement along Russ be waived in consideration for NCDOT project design as their property area along Russ is within the NCDOT Construction easement. (8.5)

In re-using the existing site, locations of proposed tree plantings within the parking lot have been impacted by the presence of existing utilities so that in some cases there are parking spaces are more than 40 away from a shade tree. They have asked to be allowed plant the same number of trees that would be required but to be given flexibility in their location as alternate compliance. (8.5)

Additional Parking lot screening should be required between the first parking space and West Marshall Street. (8.6.1)

Parking and Driveways

The required parking standard is 1.5 parking spaces per multi-family unit. For 210 units, 315 parking spaces would be required. Drawing shows that 320 spaces are provided, 8 of which are ADA compliant, and 3 of which are dedicated for public use adjacent to the greenway. 318 spaces would also require 16 bike spaces and they have indicated that this will be provided. The drawing as shown therefore meets the parking requirement. (9.2)

Parking is located at the interior of the project so that it is in the rear of the building adjacent to Russ Avenue, and to the rear of the building adjacent to the proposed greenway. On the West Marshall Street side, the first parking space is over 55' away from the right of way but includes 2 parking bays. As an Apartment in the RC District parking adjacent to a right of way should only be 1 bay. Because of the site and the way West Marshall Street ends at the entrance to the WNC Storage and the access to this property, the applicant is requesting this requirement be waived. (9.3)

Parking spaces and layout meets the requirements for layout and circulation. (9.4.2)

Parking areas include sidewalks and crosswalks that meet Town requirements for internal pedestrian circulation. (9.4.4)

Development uses existing driveways to Russ Avenue and West Marshall Street, and which were designed for the past shopping center use. (9.8)

Lighting and signage for the parking lots, buildings, and driveway entrances shall be submitted to Town staff for approval and must comply with Chapters 10 and 11 of the Land Development Standards.

Environmental:

Portions of the lot fall within the 100-year floodplain and will require a floodplain permit and compliance. The development proposes to remove impervious surface out of the floodway and to bring in fill to elevate structures and parking lots one foot above Base Flood elevation. (12.3)

The “pre-development” impervious surface on this site was 6.02 acres. The post development impervious surface as drawn is 4.19 acres, which is reduction in overall built upon area of 1.83 acres. This area is gained by increasing the buffer area along Richland Creek and pulling all impervious surface out of the floodway. It is also gained along the railroad corridor and by the 5,191 square feet greenspace being added at the center of the development. The net loss of impervious surface would exempt them from the stormwater management ordinance, but they are still providing a stormwater management and drainage plan to manage roof and parking lot runoff. This includes a swale along the railroad and Russ Avenue sides of the property and underground stormwater control measures at the low side of the property where it abuts the greenway and buffer area along Richland Creek. This provides stormwater control measures where currently there are none, and reduces the impervious surface, improving the existing condition. (12.5)

Consistency with the 2020 Land Development Plan

Staff submits that this Conditional District request is consistent with the Town of Waynesville’s 2020 Land Development Plan in that the proposed development:

- “Concentrates commercial with residential development along transportation corridors allowing for a mix of uses...” (p. 4-3)
- “infill development in the Town of Waynesville as an alternative to continued outward expansion.” (4-4)
- “provides an attractive range of housing opportunities and neighborhoods...” (4-6)
- “provides pedestrian access in conjunction with new development.” (4-9) and “implements the Richland Creek Greenway Plan.” (4-10)
- Creates a “diverse mix of community facilities and public spaces to serve the residents of and visitors to Waynesville.” (4-13)

Staff believes this project is reasonable and in the public interest because it re-uses an existing commercial site promoting the “orderly growth, development and enhanced land values of the Town” and introduces high residential density along a major transportation corridor within a Town Regional Center District. It also reduces impervious surface within the floodplain, increases the stream buffer and greenspace along Richland Creek and helps the town with build out of our greenway system.

Alderman Feichter asked about the water and sewer capacity for the project. Ms. Teague said this project had been reviewed by the Technical Review Committee and included in supplemental information for the sewer plant study.

Alderman Caldwell asked if there was a Public Transit area. Ms. Teague stated that this could be included in any conditions that the Board asked for, and then work with Haywood Transit to see what the best location for their bus should be.

Chris Day
Civil Design Concepts

Mr. Day stated that there are two four story buildings consisting of 210 multi-family units and include one, two, and three bedrooms. Building 1000 will be an “L” shaped building and will consist of 93 living units and building 2000 as a “horse-shoe” shaped building consisting of 117 units, a clubhouse and a leasing space. He described a deck and pool, patio area, clubroom, fitness center, wi-fi, dog spa, firepit and grill area. Mr. Day also stated there would be 320 parking spaces that exceeds the spaces required by ordinance. Three of these parking spaces would be for access to Richland Creek and for the future Greenway. Mr. Day explained that he believed this was a great redevelopment for Waynesville. He spoke about a recent study of retail store closings and the opportunity presented of this proposal/redevelopment of BI-LO’s closing. Mr. Day told the Board that this project is in line and consistent with the goals of the 2020 Land Development Plan. He also further reviewed the following project goals which he felt were met:

- High intensity Land use situated on almost 2 less acres of built-upon area that the existing BI-LO site occupies
- Storm water best management practices that are currently non-existent on the site
- Supports density- no cap
- Proximity to Downtown/ walkability
- Area comfortable for other modes of transportation (Pedestrians, bikes, mass-transit)
- Sidewalks throughout the development
- Dedication of land along Richland Creek for future Greenway to be constructed by the Town

Mr. Day said that the developer is open to a signed transit stop. He advised that the developer is willing to provide the cut-through access from Russ Avenue to West Marshall Street.

- In-town location by the Town’s park and recreation facilities.
- Encouragement of mixture between residential and commercial uses

Alderman Feichter asked about the stormwater run off from the parking lot. Mr. Day said that the developer would be removing asphalt and creating a buffer before it goes into the creek. He said there was an underground stormwater facility which provides for the stormwater to collect and has a filtration system in order to clean the collection of water.

Alderman Roberson had a question concerning the lighting of the area where the apartments are located. Mr. Day explained that there would be low voltage lighting with shields in order to keep the light onsite.

Town Attorney Bill Cannon opened the Public Hearing at 7:16 p.m. and asked if anyone wished to speak.

Danielle Moore
Maggie Valley

Ms. Moore stated that she was a former resident of Waynesville and had concerns about homeless people hanging out near the area causing problems for the people in the apartments. She said they would be a danger to adults and scary to kids living there. She also talked about the apartments not being affordable housing. She said she made \$2000.00 monthly, and she could not afford living there with her three teenagers.

Town Attorney Cannon closed the Public Hearing at 7:21 pm.

Mayor Brown alluded to the ten items the developer is seeking as variances as part of the conditional district as follows:

- Chapter 5, 5.8 - House/Townhouse/Apartment Residential Building Design Guidelines The proposed elevations are based on a 'Mountain Craftsman' style. Features include pitch roofs (6/12 to 12/12) with a minimum overhang of 12 inches, expressed building entries at the ground level with covered porches, and appropriate building details (gables, columns/posts, building plane differentiation, substantial window/door trim, balconies). The choice of material for the elevations is cementitious siding in both lap and board and batten design to break up the texture of the elevations and asphalt shingles for roof areas that will be seen. Those area not seen from the street will be TPO flat roof for HVAC equipment that will be screened using walls. Apart pa11 of the building programming we have tucked parking at the first floor on the defined 'rear' of the building.
- Chapter 6, 6.6- Town Street Classification and Design- Allow the developer to provide an alley with a 24-foot right of way through the site that exceeds the maximum length of 400ft and provides access between Russ Avenue and West Marshall Street. Also parking access off said alley is requested as shown on Master Plan.
- Chapter 6, 6.8 -Pedestrian Facilities- Due to the anticipated NCDOT roadway improvements, request removal of the requirement to provide public sidewalk along propety 's Russ Avenue frontage.
- Chapter 7 -Civic Space- Developer requests that proposed civic/open space not to be dedicated to a 3rd Party. The developer proposes to offer a 20' easement to accommodate the proposed greenway trail along Richland Creek to be permitted and constructed by the Town of Waynesville. In addition, the developer proposes to provide 3 public parking spaces in the northeast section of the site.
- Chapter 8, 8.4.1- Buffer Yards- Developer requests the required Type A Buffer Yard adjacent to this adjacent WS-NR zoning district be eliminated based on the separation of the districts by the existing railroad as well as the differences in topography.
- Chapter 8, 8.5 -Street Tree Plantings- Due to the anticipated NCDOT roadway improvements, request removal of the requirement to provide a planter strip with street trees along propety's Russ Avenue frontage.
- Chap 8, 8.6 -Parking Lot Landscaping- Allow the developer flexibility to provide the same number of plantings, but remove the specificity of location with relationship to parking spaces due to spatial conflict with existing and proposed utilities
- Chapter 8, 8.6.1 -Parking Lot Screening- Remove the requirement to provide a semi- opaque screen from the parking lot to the adjacent parcel (PIN # 8616-40-7478) due to the need of a retaining

wall because of the grade variance between the properties. The requirement is to be replaced by preservation of the existing trees on the adjacent parcel (PIN # 8616-40-7478).

- Chapter 9, 9.3 - Permitted Parking Locations- The developer requests the removal of the requirement.
- Chapter 12, 12.5- Stormwater Management- Based on section 12.5.2 (C) the proposed project would not be subject to the stormwater management guidelines based on a reduction of built upon area but will be providing several best management practices including the removal of all existing impervious surfaces currently located within the regulatory floodway along with the combination of stormwater detention/treatment and grass swales to promote discontinuous imperviousness.

Alderman Feichter said he felt that the complex had been misunderstood and asked what the cost of a one-bedroom apartment would be in the project. Ms. Katherine Mosley said they are still very early in the process, but they are looking at the market rate such as Vantage Pointe, but these apartments would be a higher amount because they are newer. She said they would possibly be rented for around \$1000.00 for a one bedroom.

Alderman Feichter asked if the alley would be striped. Ms. Mosley said if this was desired by the City, then they would be open to striping the alley.

Ms. Mosley explained to the Board how the “cut through” would be integrated into a stream buffer per say and be more of a pedestrian amenity accompanying the proposed Greenway.

Alderman Julia Freeman stated that she had attended the Planning Board meeting on October 1st and she was an extensive meeting with a lot of detail presented on both sides. She said that it was a unanimous vote from the Planning Board on the project.

Mayor Gavin Brown made a motion, seconded by Alderman Gary Caldwell, that the application is consistent with the Town’s Land Use Plan because it concentrates commercial with residential development along transportation corridors allowing for a mix of uses, infill development in the Town of Waynesville as an alternative to continued outward expansion, provides an attractive range of housing development, and implements the Richland Creek Greenway Plan. The motion passed unanimously.

Mayor Gavin Brown made a motion, seconded by Alderman LeRoy Roberson, that the zoning amendment is reasonable and in the public interest because the project re-uses and improves an existing commercial site promoting the orderly growth, development and enhanced land values of the Town and introduces high residential density along a major transportation corridor within a Town Regional Center buffer and greenspace along Richland Creek and helps the Town with build out of our greenway system. The motion passed unanimously.

Mayor Gavin Brown made a motion, seconded by Alderman Gary Caldwell, to approve the map amendment with the following conditions:

- 1. The thru-access be permanently open always, not gated, and built to provide safe access to pedestrians and traffic.***

2. ***A reasonable place for public transportation and school bus site be located on the site.***
3. ***The developers provide additional grading along building number 1000 to ensure emergency access and in coordination with Town building code staff and Fire Department.***
4. ***The developers provide the greenway as designed on the map and dedicate it to the Town of Waynesville and/or conveying it to the Town of Waynesville.***
5. ***The landscaping adjoining the WNC Storage property be such that it will not interfere with the line of sight triangle for those accessing the public right-of-way***
6. ***The environmental proposal of a swale at the railroad and the Russ Avenue sides be implemented and the underground stormwater storage on the lower side of the property be implemented.***

C. NEW BUSINESS

4. Request to the Board of Aldermen to allow the Waynesville Public Art Commission to sign a contract with the Mountaineer to develop a new logo.
 - Jesse Fowler, Planner

Mr. Jesse Fowler explained to the Board that The Waynesville Public Art Commission is working with the Mountaineer to develop a website and walking art trail booklet. He said that discussions during this development process have led to the idea that the Waynesville Public Art Commission should update their logo to better match the spirit of Waynesville. He said the Public Art Commission would contract with the Mountaineer for the development of the website and the logo.

A motion was made by Alderman Jon Feichter, seconded by Alderman Julia Freeman, to allow the Waynesville Public Art Commission to change its logo. The motion passed unanimously.

A motion was made by Alderman Jon Feichter, seconded by Alderman Julia Freeman, to approve the contract proposal at \$50.00 per hour, and not to exceed eight hours, by the Mountaineer. The motion passed unanimously.

5. Request approval of Fee for Service Contract with Haywood Waterways to update the Town's Stormwater Management Plan
 - Elizabeth Teague, Development Services Director

Ms. Teague told the Board that the Town of Waynesville participated in an audit with the State Department of Environmental Quality in which the Town was asked to update our municipal stormwater management plan for compliance with the Town's National Pollutant Discharge Elimination Permit (NPDES). She explained that Haywood Waterways has provided a proposal to assist Town staff with this effort at a cost of \$12,000. Ms. Teague assured the Alderman that the Plan will come back before them for approval prior to submittal to the State.

A motion was made by Alderman LeRoy Roberson, seconded by Alderman Julia Freeman, to proceed with a fee for service contract with Haywood Waterways to update

the Town's Stormwater Management Plan at a cost not to exceed \$12,000. The motion passed unanimously.

D. CONTINUED BUSINESS

6. Request for Approval of Resolution and Ordinance to re-establish a truck route in Waynesville
- Rob Hites, Town Manager

Manager Hites reported to the Board that Main Street through the Downtown is increasingly congested. Large trucks are finding it more difficult to traverse the area especially when they need to make turns from Main to Church, Miller and Depot Streets. He said that according to the Powel Bill Map, Haywood Street is a Town maintained street, and its use is completely regulated by the Town. If the Town Board wishes to provide an alternate route for trucks that are traveling through Town, they may consider adopting Haywood Street from its intersection with South Main to its intersection with Branner as a truck route. Branner would also be designated a truck route to its intersection with Walnut.

Manager Hites explained to the Board that if Haywood Street is made a truck route, the Town will need to redesign the intersection at Haywood Street and Main Street where Diamond and Gold is located. More property will be needed to make that intersection wide enough to accommodate the turning of full-size tractor trailer rigs. The intersection of Haywood and Joy Streets will also need to be redesigned and widened.

The consensus of the Board was to table the project and consult with Town Engineer Preston Gregg to gather information and cost estimates to approve the truck route.

Manager's Report

- Rob Hites, Town Manager
7. Request to Approve a change order to Forrest Westall of McGill and Associates Contract for negotiating an SOC (Special Order of Consent)

Manager Hites stated that the Town had contracted with Forrest Westall of McGill and Associates to draft and negotiate a "Special Order of Consent" at the Department of Environmental Quality's request in order to establish a time line for improving the waste treatment plant and agreeing on the chemical composition (limits) of the Town's treated sewerage during the construction phase. When certain components of the plant are taken out of service in order to rehabilitate them our ability to treat the waste will be constrained. Manager Hites said that It is established practice to agree in advance on a realistic set of limits that the plant can meet in recognition that the construction will limit the plant's efficiency. Mr. Westall who managed the Western office of DENR and negotiated dozens of SOCs, drafted the Town's application. The response of the Regional Office of DENR was to deny any effort to reduce the treatment limits. Reducing limits has been an accepted part of SOCs for over forty years. This process should have been a standard negotiation.

Manager Hites said that since there was no progress in Asheville, we have had to refer the negotiation to DENR's central office in Raleigh. This unforeseen roadblock will result in Mr. Westall negotiating with the Raleigh staff and most likely redrafting the SOC. He has expended the funds he set aside for negotiation and needs to request an amendment to his contract to cover the additional time to negotiate with the folks in Raleigh. He proposed an hourly contract with an upper limit of \$5,000. If things break loose

quickly, he may not need to expend much of the additional funds. If we must go through an appeal process in Raleigh, we may be meeting regularly with the Raleigh regulatory staff.

As part of his justification for the increase to the contract, Town Manager Hites provided an overview of the meeting that he and Finance Director, Ben Turnmire, attended in Raleigh with the NC DENR staff. He explained that part of the SOC was to ask for relaxed limits under the existing permit only to the levels that we have been seeing when there are events that cause increases in certain bacteria or byproducts such as ammonia and fecal coliform. Unfortunately, the regional representatives from NC DENR were not allowing such and were recommending that the plant when renovated be moved to 8 MGD for treatment which would change the permit to another level and would be a two-year wait to do so. The plant during such increased events has been handling 8 MGD and has a plan to add another clarifier in year 20 to continue to do so. Manager Hites also commented that the PER showed concerns about I & I (infiltration and inflow) which is part of the collection system, not the treatment system. He noted that the Raleigh NC DENR staff were receptive to the Town provided an updated PER and results of the smoke testing that is being done to identify areas where the system may have some issues that increase I & I. If the SOC negotiation continues to go well, then a final PER will be completed, approved by NC DENR and then the Local Government Commission (LGC) will look at approving a 30-year amortization for the plant. If approved, then the State Revolving Fund (SRF) loan could be favorably changed to a 30-year loan; therefore, decreasing the amount of the overall increase that would be passed to citizens. It is for this reason that Manager Hites recommended the extension of Forest Westall's contract so that he can continue to work on the PER revisions and get the SOC negotiations completed.

A motion was made by Alderman LeRoy Roberson, seconded by Alderman Jon Feichter, to approve the change order of the contract with an upper limit of \$5,000 to complete the negotiation of the SOC with the regulatory staff of NC Division of Environmental Resources. The motion passed unanimously.

Well Drilling on Montgomery Street

Manager Hites informed the board members that there was previously a dry-cleaning operation on the corner of Church and Montgomery Streets and that for several years, the state has been monitoring whether there was any ground contamination. This week, a crew has been drilling small four-inch wells to take samples of the soil to be sure that there is no contamination. If all the wells do not show contamination, the site would be considered remediated and the monitoring could cease.

Attorney's Report

- Town Attorney Bill Cannon

Attorney Cannon had nothing to report

F. COMMUNICATIONS FROM THE MAYOR AND BOARD

Alderman Jon Feichter asked about the replanting of the vegetation across the creek in Frog Level. Ms. Teague stated that Haywood Waterways was looking into potential grant funding, and she has not heard back from them concerning the replanting. She said that any site plans would also have to address the needs of Giles Chemical.

Mayor Brown told the Board that the next meeting will be held after the November 5th election. He said that there would most likely be members of the Board that will not be re-elected. Mayor Brown thanked each member and said he had enjoyed working with everyone. He told the Board that he is confident that whoever will be on the Board for the next four years will continue with progress in making Waynesville a great place to live, work and visit.

G. CALL ON THE AUDIENCE

H. ADJOURN

With no further business, a motion was made by Alderman LeRoy Roberson, seconded by Alderman Gary Caldwell, to adjourn the meeting at 8:24 p.m. The motion carried unanimously.

ATTEST:

Gavin A. Brown, Mayor

Robert W. Hites, Jr. Town Manager

Eddie Ward, Town Clerk

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: November 12, 2018

SUBJECT: NCDOT revised estimates for Hazelwood Sidewalk Project

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B3
Department: Development Services
Contact: Elizabeth Teague, Development Services Director
Presenter: Elizabeth Teague, Development Services Director

BRIEF SUMMARY:

On January 10, 2016, the Board approved Town match of 20% for NCDOT to construct a sidewalk along Hazelwood Road to serve the Hazelwood Elementary School (TIP EB-5859). Subsequently, the Town paid NCDOT \$25,000 as the estimated match so that the project could proceed. Since that time, NCDOT had to conduct additional engineering and redesign of the sidewalk's alignment based on bringing the sidewalk under 23/74 and other factors. The revised engineering estimate increased the project costs to \$477,315.58 so that the match requirement also increased by \$70,473.12 (see budget worksheet attached). NCDOT indicated that they could let the project now with estimated completion by July of 2021. NCDOT would bill the Town for the balance of the match at that time but would also consider some type of payment schedule with the Town in consideration for the cost increase.

MOTION FOR CONSIDERATION:

1. Motion to direct NCDOT to proceed with the sidewalk construction under the revised engineering costs and to direct staff to work with NCDOT to develop a payment schedule as needed to cover the balance of the increased match requirement.

FUNDING SOURCE/IMPACT:

This project will require an additional \$70, 473.12 in funding which we did not expect. This cost will have to be addressed in the next fiscal year, with the possibility of spreading the payment over a period of time.

ATTACHMENTS:

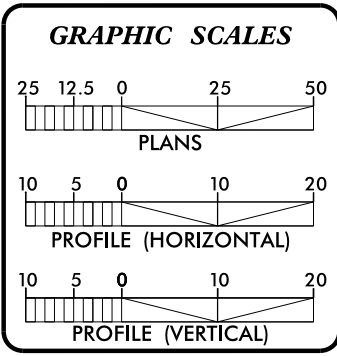
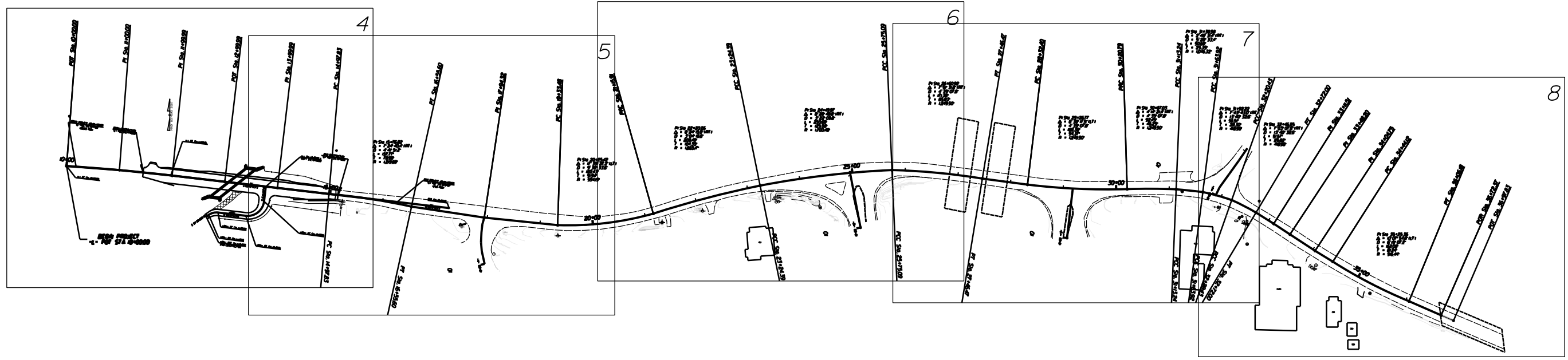
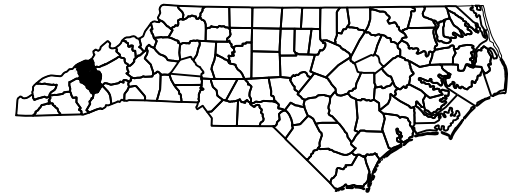
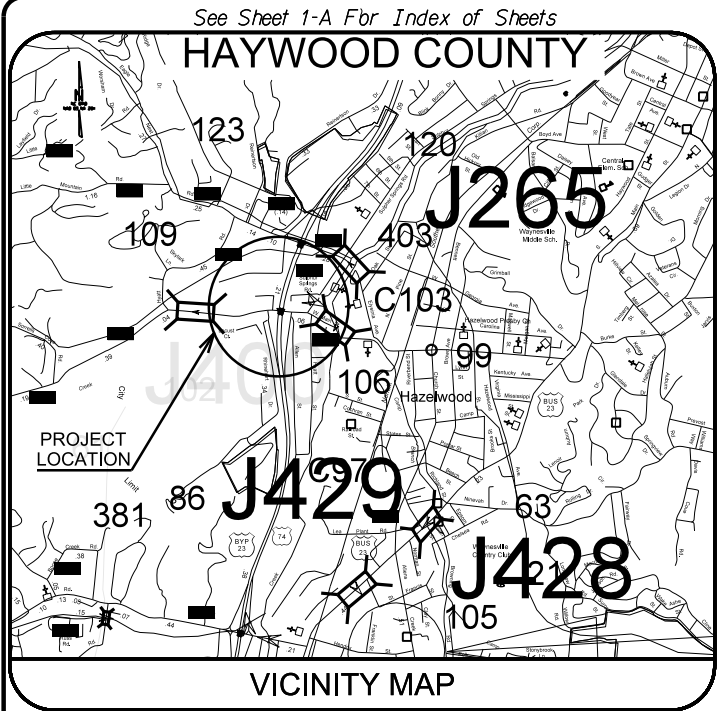
1. Sidewalk plans
2. Funding Spreadsheet provided by NCDOT Division Staff

MANAGER'S COMMENTS AND RECOMMENDATIONS: This sidewalk project fulfills a high priority pedestrian connection of the 2010 Comprehensive Pedestrian Plan, connecting downtown Hazelwood to the Elementary School and Hyatt Street neighborhoods. The Palisades at Plott Creek apartments are required to construct a sidewalk which will connect to this project as well.

23-APR-2019 14:49 C:\Users\mcorr\Desktop\plott creek sidewalk\plott creek sidewalk work\dgn\prop\prop.Rdy_dsn.dgn AT DIV14-304603L mcorr

09/08/99 TIP: EB-5859

CONTRACT: DN00690



PROJECT LENGTH

0.51 MILES

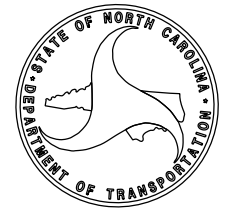
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

HAYWOOD COUNTY

LOCATION: ALONG NC SR-1173 PLOTT CREEK RD. AND HAZELWOOD AVE

TYPE OF WORK: SIDEWALK, CURB AND GUTTER AND DRAINAGE

| STATE | STATE PROJECT REFERENCE NO. | SHEET NO. | TOTAL SHEETS |
|-----------------|-----------------------------|--------------|--------------|
| N.C. | WBS: 47315.3.1 | 1 | 29 |
| STATE PROJ. NO. | F.A. PROJ. NO. | DESCRIPTION | |
| 47315.3.1 | TAP-1422(016) | CONSTRUCTION | |
| 17BP.14.R.128 | | CONSTRUCTION | |
| | | | |
| | | | |
| | | | |
| | | | |



Prepared In the Office of:
DIVISION OF HIGHWAYS
191 Robbinsville Rd., Andrews NC, 28901

2012 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:
NA

LETTING DATE:
07/24/18

Chris Lee, P.E.
PROJECT ENGINEER

Alan Brown
PROJECT DESIGN ENGINEER

D64FF019B5DF4A6

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

INDEX OF SHEETS

| | |
|---------|--|
| 1 | TITLE SHEET |
| 1A | INDEX OF SHEETS, GENERAL NOTES AND LIST OF STANDARDS |
| 2 | CONVENTIONAL SYMBOLS |
| 3 | TYPICAL SECTIONS |
| 3A | DRAINAGE SUMMARY |
| 4-8 | PLAN SHEETS |
| H1 | PEDESTRIAN HANDRAIL DETAIL |
| DS1-DS2 | CURB RAMP DETAIL SHEETS |
| PM1-PM6 | PAVEMENT MARKING PLANS |
| EC1-EC8 | EROSION CONTROL PLANS |

GENERAL NOTES

- GENERAL NOTES: 2018 SPECIFICATIONS
EFFECTIVE: 01-16-2018
- CARE SHALL BE TAKEN TO PREVENT DAMAGE TO EXISTING UTILITIES DURING CONSTRUCTION. ANY DAMAGE TO THESE UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY.

- UTILITY OWNERS:
- ATT/D (DISTRIBUTION)
 - BALSAM WEST FIBER NET
 - DUKE ENERGY
 - SCOUT COMMUNICATIONS
 - SEGRA (FORMERLY SPIRIT)
 - CHARTER
 - USIC LOCATING SERVICES, INC.
 - WTR/SWR/STR DRAIN ONLY LOCATE
 - DOMINION ENERGY
 - TOWN OF WAYNESVILLE

LIST OF ROADWAY STANDARDS

- 2018 ROADWAY STANDARD DRAWINGS
- The following Roadway Standards as appear in "Roadway Standard Drawings" - Highway Design Branch - N.C. Department of Transportation - Raleigh, N.C., dated January 16, 2018 and the latest revision thereto are applicable to this project and by reference hereby are considered a part of these plans.

| STD. NO. | TITLE |
|--|--|
| DIVISION 3 - PIPE CULVERTS | |
| 300.01 | Method of Pipe Installation |
| DIVISION 7 - CONCRETE PAVEMENTS AND SHOULDERS | |
| 700.05 | Tying Proposed Pavement to Existing Pavement |
| DIVISION 8 - INCIDENTALS | |
| 840.01 | Brick Catch Basin - 12" thru 54" Pipe |
| 840.03 | Frame, Grates and Hood - for Use on Standard Catch Basin |
| 840.05 | Brick Open Throat Catch Basin - 12" thru 48" Pipe |
| 846.01 | Concrete Curb, Gutter and Curb & Gutter |
| 848.01 | Concrete Sidewalk |
| 848.02 | Driveway Turnout - Radius Type |
| 848.05 | Curb Ramp - Proposed Curb and Gutter |
| 876.02 | Guide for Rip Rap at Pipe Outlets |
| DIVISION 11 - WORK ZONE TRAFFIC CONTROL | |
| 1101.01 | Detail Drawing for Two Way Divided Work Zone Warning Signs |
| 1101.04 | Temporary Shoulder Closures |
| DIVISION 12 - PAVEMENT MARKINGS, MARKERS AND DELINEATION | |
| 1205.01 | Pavement Markings - Line Types and Offsets |
| 1205.07 | Pavement Markings - Pedestrian Crosswalks |
| DIVISION 16 - EROSION CONTROL AND ROADSIDE DEVELOPEMENT | |
| 1605.01 | Temporary Silt Fence |
| 1606.01 | Special Sediment Control Fence |
| 1631.01 | Matting Installation |
| 1632.03 | Rock Inlet Sediment Trap Type 'C' |

STATE OF NORTH CAROLINA
 DIVISION OF HIGHWAYS

CONVENTIONAL PLAN SHEET SYMBOLS

Note: Not to Scale

*S.U.E. = Subsurface Utility Engineering

BOUNDARIES AND PROPERTY:

| | |
|--|---------|
| State Line | ----- |
| County Line | ----- |
| Township Line | ----- |
| City Line | ----- |
| Reservation Line | ----- |
| Property Line | ----- |
| Existing Iron Pin | ⊙ |
| Property Corner | ----- |
| Property Monument | ⊠ |
| Parcel/Sequence Number | Ⓣ |
| Existing Fence Line | -x-x-x- |
| Proposed Woven Wire Fence | ○ |
| Proposed Chain Link Fence | ⊠ |
| Proposed Barbed Wire Fence | ◇ |
| Existing Wetland Boundary | W.B. |
| Proposed Wetland Boundary | W.B. |
| Existing Endangered Animal Boundary | EAB |
| Existing Endangered Plant Boundary | EPB |
| Known Soil Contamination: Area or Site | ☠ ☠ |
| Potential Soil Contamination: Area or Site | ☠ ? |

BUILDINGS AND OTHER CULTURE:

| | |
|-------------------------------|---|
| Gas Pump Vent or U/G Tank Cap | ○ |
| Sign | ⊙ |
| Well | ⊙ |
| Small Mine | ⊗ |
| Foundation | ⊠ |
| Area Outline | ⊠ |
| Cemetery | ⊠ |
| Building | ⊠ |
| School | ⊠ |
| Church | ⊠ |
| Dam | ⊠ |

HYDROLOGY:

| | |
|------------------------------------|-------|
| Stream or Body of Water | ----- |
| Hydro, Pool or Reservoir | ⊠ |
| Jurisdictional Stream | JS |
| Buffer Zone 1 | BZ 1 |
| Buffer Zone 2 | BZ 2 |
| Flow Arrow | ← |
| Disappearing Stream | → |
| Spring | ⊙ |
| Wetland | W.B. |
| Proposed Lateral, Tail, Head Ditch | ----- |
| False Sump | ⊠ |

RAILROADS:

| | |
|--------------------|-------|
| Standard Gauge | ----- |
| RR Signal Milepost | ⊙ |
| Switch | ⊠ |
| RR Abandoned | ----- |
| RR Dismantled | ----- |

RIGHT OF WAY:

| | |
|--|-------|
| Baseline Control Point | ◇ |
| Existing Right of Way Marker | △ |
| Existing Right of Way Line | ----- |
| Proposed Right of Way Line | ----- |
| Proposed Right of Way Line with Iron Pin and Cap Marker | ⊙ |
| Proposed Right of Way Line with Concrete or Granite R/W Marker | ⊙ |
| Proposed Control of Access Line with Concrete C/A Marker | ⊙ |
| Existing Control of Access | ⊙ |
| Proposed Control of Access | ⊙ |
| Existing Easement Line | ----- |
| Proposed Temporary Construction Easement | ----- |
| Proposed Temporary Drainage Easement | ----- |
| Proposed Permanent Drainage Easement | ----- |
| Proposed Permanent Drainage / Utility Easement | ----- |
| Proposed Permanent Utility Easement | ----- |
| Proposed Temporary Utility Easement | ----- |
| Proposed Aerial Utility Easement | ----- |
| Proposed Permanent Easement with Iron Pin and Cap Marker | ⊙ |

ROADS AND RELATED FEATURES:

| | |
|----------------------------|-------|
| Existing Edge of Pavement | ----- |
| Existing Curb | ----- |
| Proposed Slope Stakes Cut | ----- |
| Proposed Slope Stakes Fill | ----- |
| Proposed Curb Ramp | Ⓢ |
| Existing Metal Guardrail | ----- |
| Proposed Guardrail | ----- |
| Existing Cable Guiderail | ----- |
| Proposed Cable Guiderail | ----- |
| Equality Symbol | ⊕ |
| Pavement Removal | ⊠ |

VEGETATION:

| | |
|--------------|-------|
| Single Tree | ⊙ |
| Single Shrub | ⊙ |
| Hedge | ----- |
| Woods Line | ----- |

| | |
|----------|---|
| Orchard | ⊙ |
| Vineyard | ⊠ |

EXISTING STRUCTURES:

| | |
|--|---------|
| MAJOR: | |
| Bridge, Tunnel or Box Culvert | CONC |
| Bridge Wing Wall, Head Wall and End Wall | CONC WW |
| MINOR: | |
| Head and End Wall | CONC HW |
| Pipe Culvert | ----- |
| Footbridge | ----- |
| Drainage Box: Catch Basin, DI or JB | CB |
| Paved Ditch Gutter | ----- |
| Storm Sewer Manhole | ⊙ |
| Storm Sewer | ----- |

UTILITIES:

| | |
|-------------------------------------|-------|
| POWER: | |
| Existing Power Pole | ⊙ |
| Proposed Power Pole | ⊙ |
| Existing Joint Use Pole | ⊙ |
| Proposed Joint Use Pole | ⊙ |
| Power Manhole | ⊙ |
| Power Line Tower | ⊠ |
| Power Transformer | ⊠ |
| U/G Power Cable Hand Hole | ⊙ |
| H-Frame Pole | ⊙ |
| Recorded U/G Power Line | ----- |
| Designated U/G Power Line (S.U.E.*) | ----- |

TELEPHONE:

| | |
|---|-------|
| Existing Telephone Pole | ⊙ |
| Proposed Telephone Pole | ⊙ |
| Telephone Manhole | ⊙ |
| Telephone Booth | ⊠ |
| Telephone Pedestal | ⊠ |
| Telephone Cell Tower | ⊙ |
| U/G Telephone Cable Hand Hole | ⊙ |
| Recorded U/G Telephone Cable | ----- |
| Designated U/G Telephone Cable (S.U.E.*) | ----- |
| Recorded U/G Telephone Conduit | ----- |
| Designated U/G Telephone Conduit (S.U.E.*) | ----- |
| Recorded U/G Fiber Optics Cable | ----- |
| Designated U/G Fiber Optics Cable (S.U.E.*) | ----- |

WATER:

| | |
|-------------------------------------|-----------|
| Water Manhole | ⊙ |
| Water Meter | ⊙ |
| Water Valve | ⊙ |
| Water Hydrant | ⊙ |
| Recorded U/G Water Line | ----- |
| Designated U/G Water Line (S.U.E.*) | ----- |
| Above Ground Water Line | A/G Water |

TV:

| | |
|--|-------|
| TV Satellite Dish | ⊙ |
| TV Pedestal | ⊠ |
| TV Tower | ⊙ |
| U/G TV Cable Hand Hole | ⊙ |
| Recorded U/G TV Cable | ----- |
| Designated U/G TV Cable (S.U.E.*) | ----- |
| Recorded U/G Fiber Optic Cable | ----- |
| Designated U/G Fiber Optic Cable (S.U.E.*) | ----- |

GAS:

| | |
|-----------------------------------|---------|
| Gas Valve | ◇ |
| Gas Meter | ⊙ |
| Recorded U/G Gas Line | ----- |
| Designated U/G Gas Line (S.U.E.*) | ----- |
| Above Ground Gas Line | A/G Gas |

SANITARY SEWER:

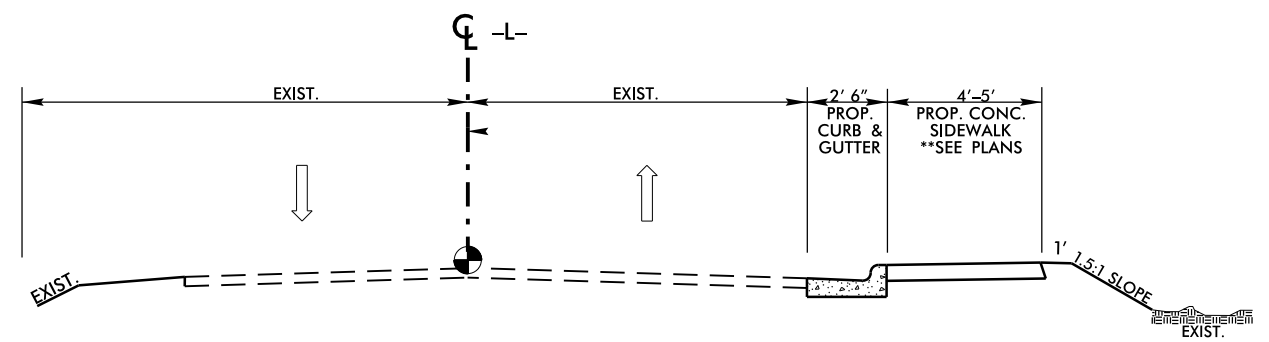
| | |
|--|--------------------|
| Sanitary Sewer Manhole | ⊙ |
| Sanitary Sewer Cleanout | ⊙ |
| U/G Sanitary Sewer Line | SS |
| Above Ground Sanitary Sewer | A/G Sanitary Sewer |
| Recorded SS Forced Main Line | FSS |
| Designated SS Forced Main Line (S.U.E.*) | FSS |

MISCELLANEOUS:

| | |
|--|--------|
| Utility Pole | ⊙ |
| Utility Pole with Base | ⊠ |
| Utility Located Object | ⊙ |
| Utility Traffic Signal Box | ⊠ |
| Utility Unknown U/G Line | ----- |
| U/G Tank; Water, Gas, Oil | ⊠ |
| Underground Storage Tank, Approx. Loc. | ⊠ |
| A/G Tank; Water, Gas, Oil | ⊠ |
| Geoenvironmental Boring | ⊙ |
| U/G Test Hole (S.U.E.*) | ⊙ |
| Abandoned According to Utility Records | AATUR |
| End of Information | E.O.I. |

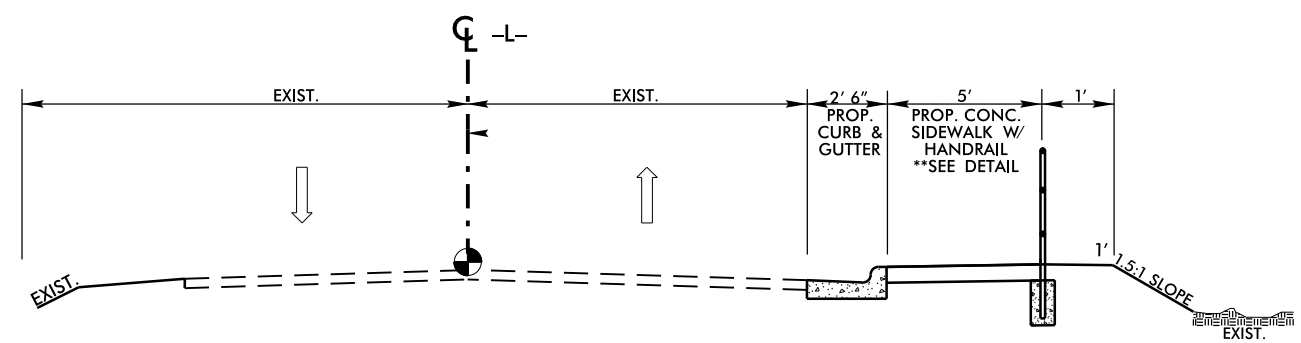
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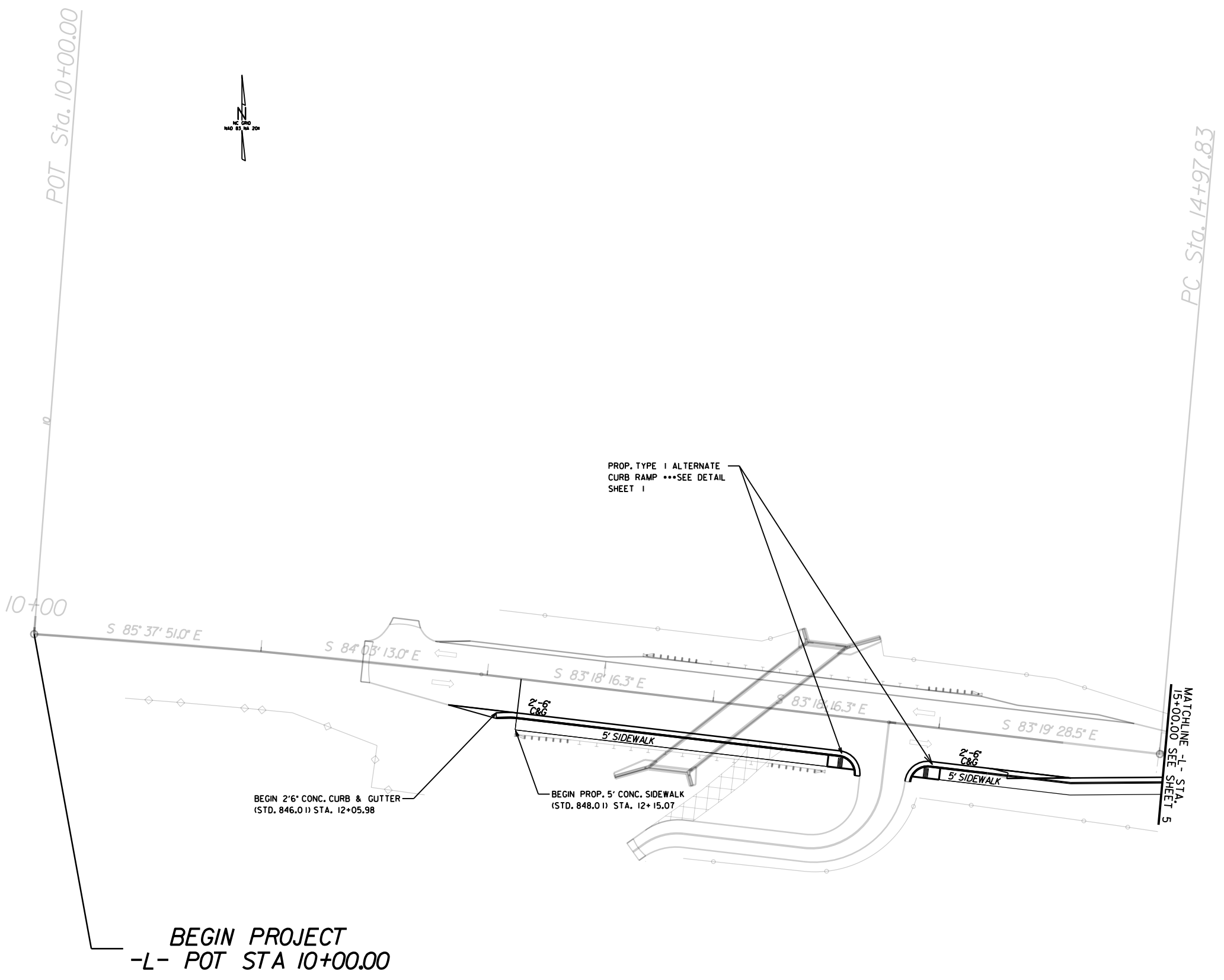
TYPICAL SECTION NO. 1

USE TYPICAL SECTION NO. 1
 -L- STA. 12+15.07 TO STA. 23+50.41
 -L- STA. 25+41.15 TO STA. 36+97.83



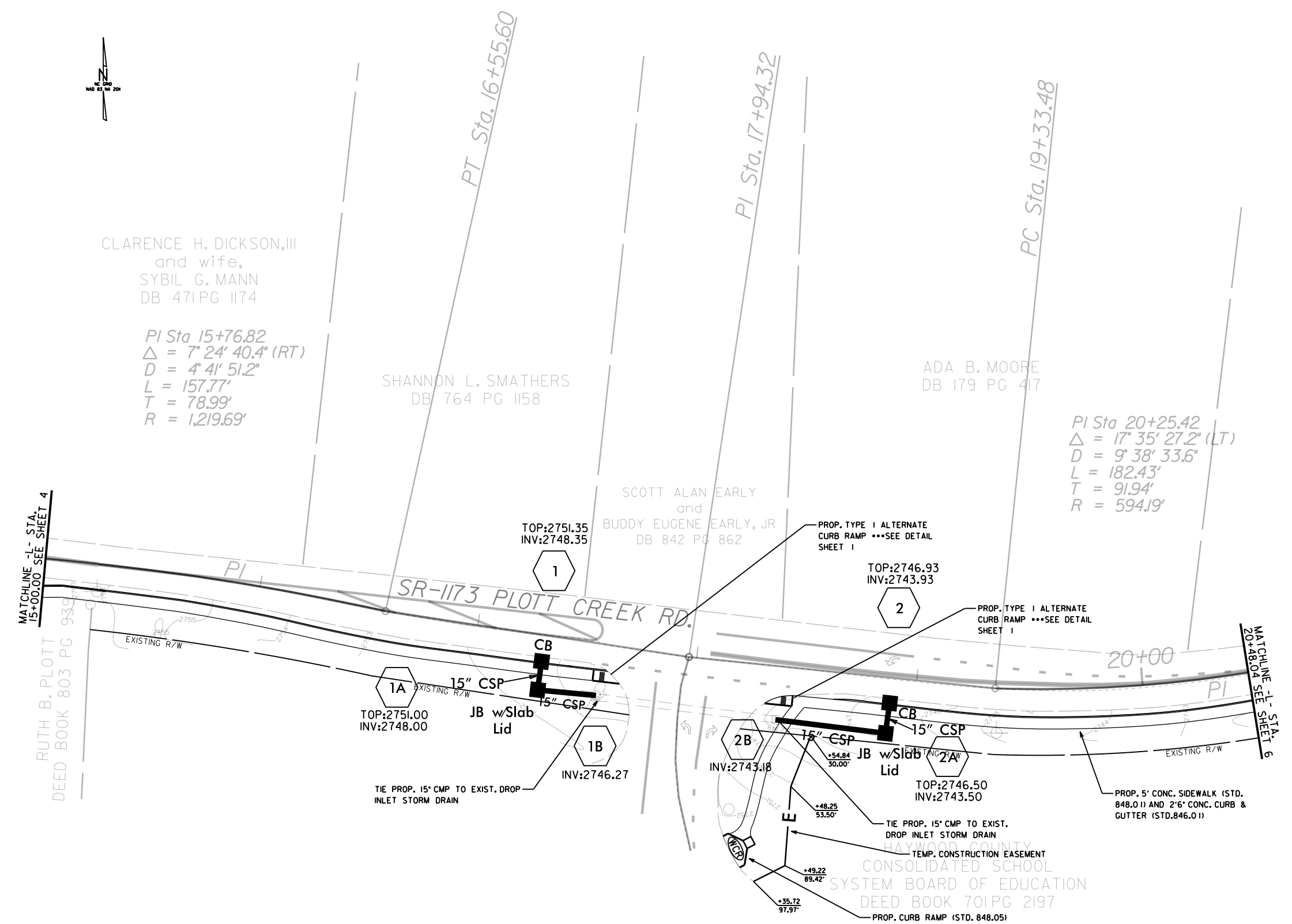
TYPICAL SECTION NO. 2

USE TYPICAL SECTION NO. 2
 -L- STA. 23+50.41 TO STA. 24+61.79



BEGIN PROJECT
 -L- POT STA 10+00.00

MATCHLINE -L- STA. 15+00.00
 SEE SHEET 5

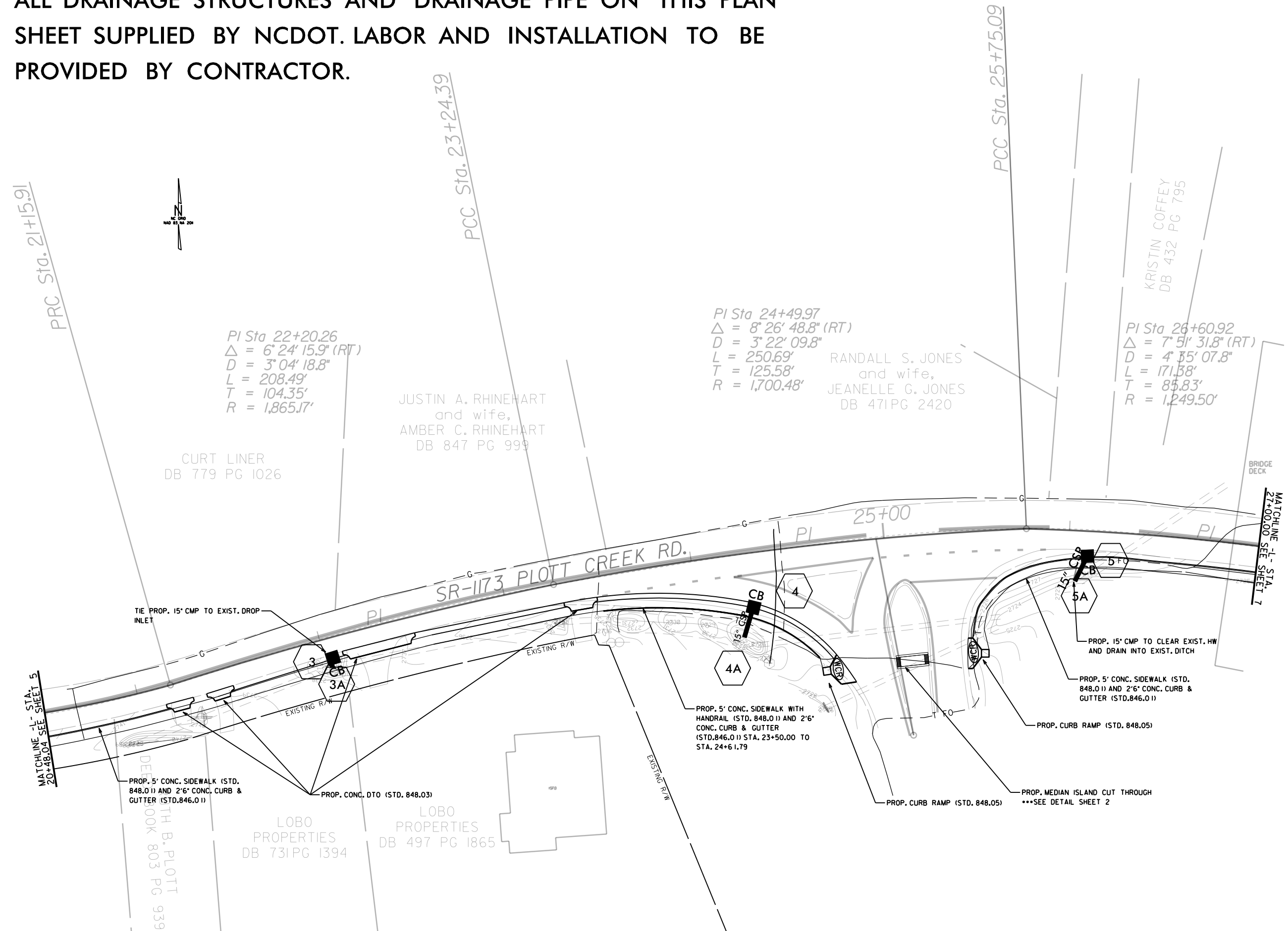


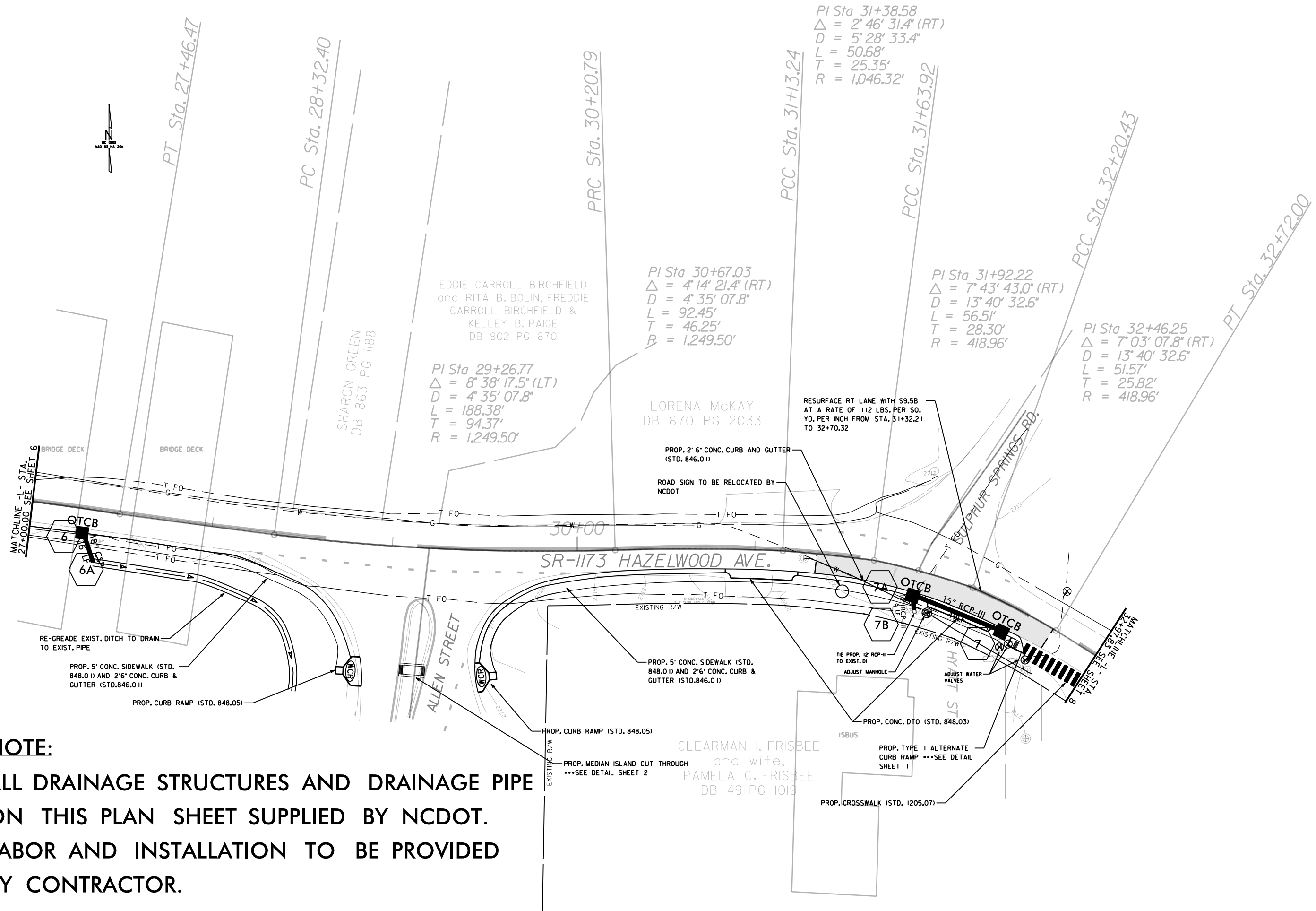
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ALL DRAINAGE STRUCTURES AND DRAINAGE PIPE ON THIS PLAN SHEET SUPPLIED BY NCDOT. LABOR AND INSTALLATION TO BE PROVIDED BY CONTRACTOR.

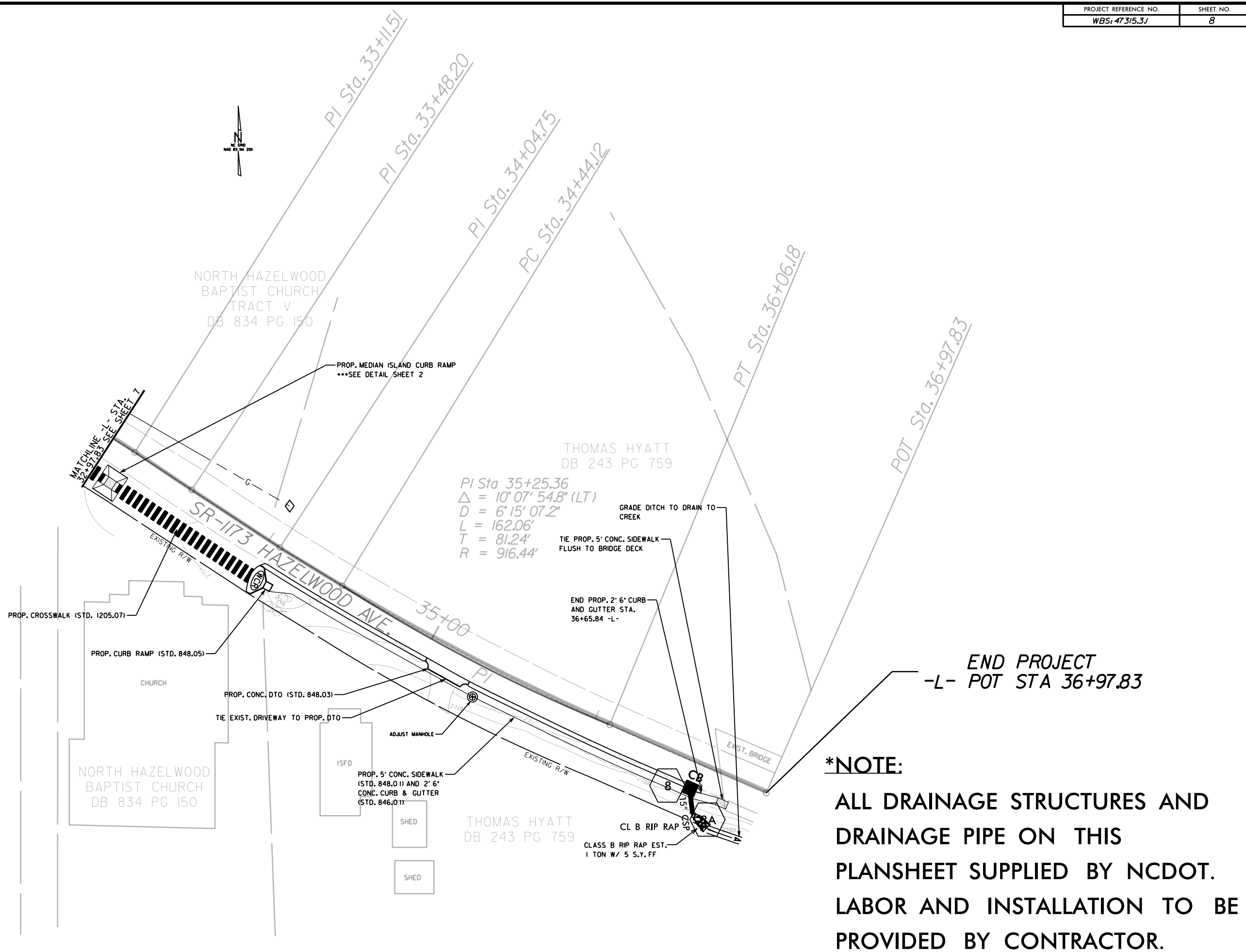
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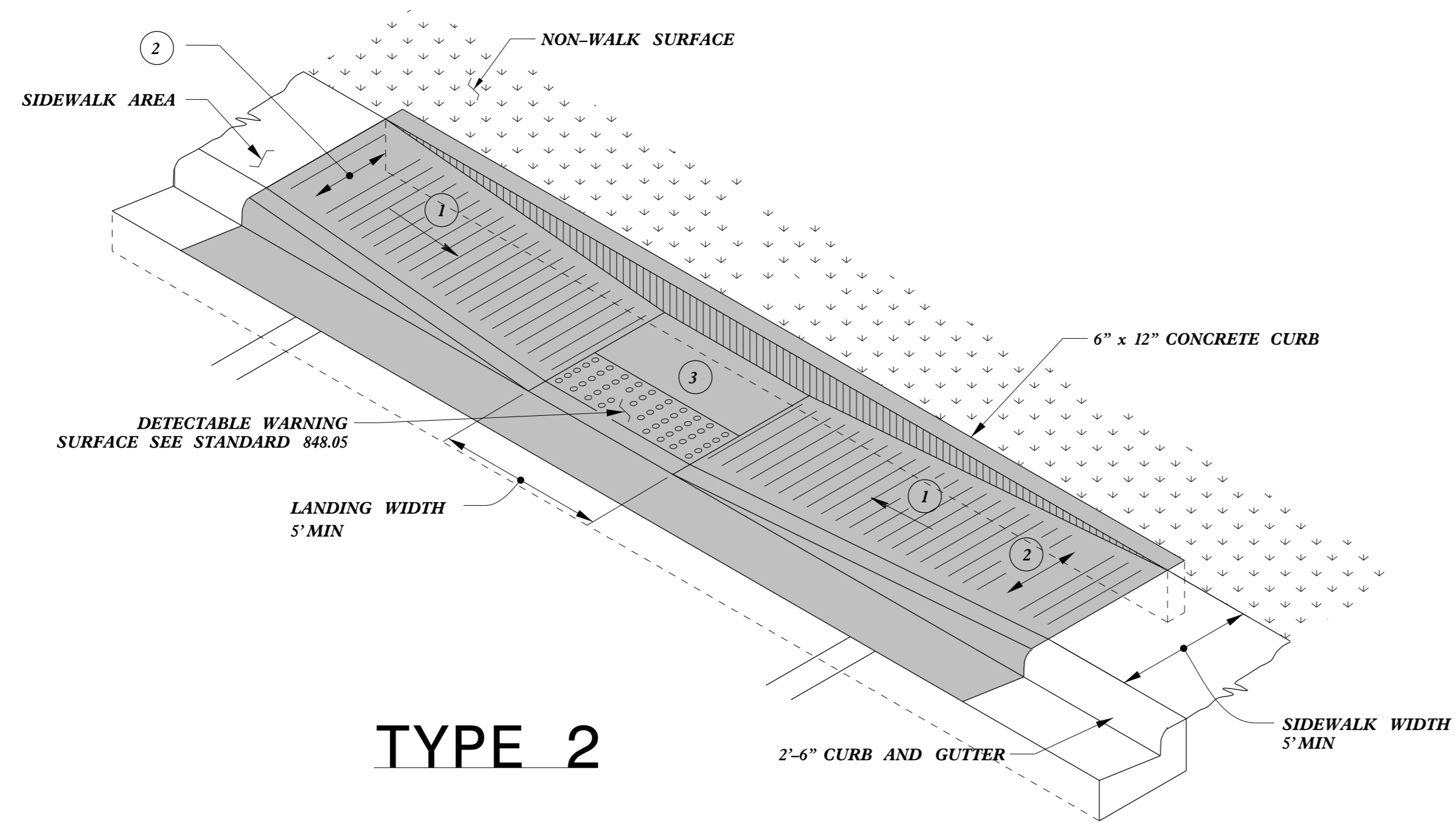




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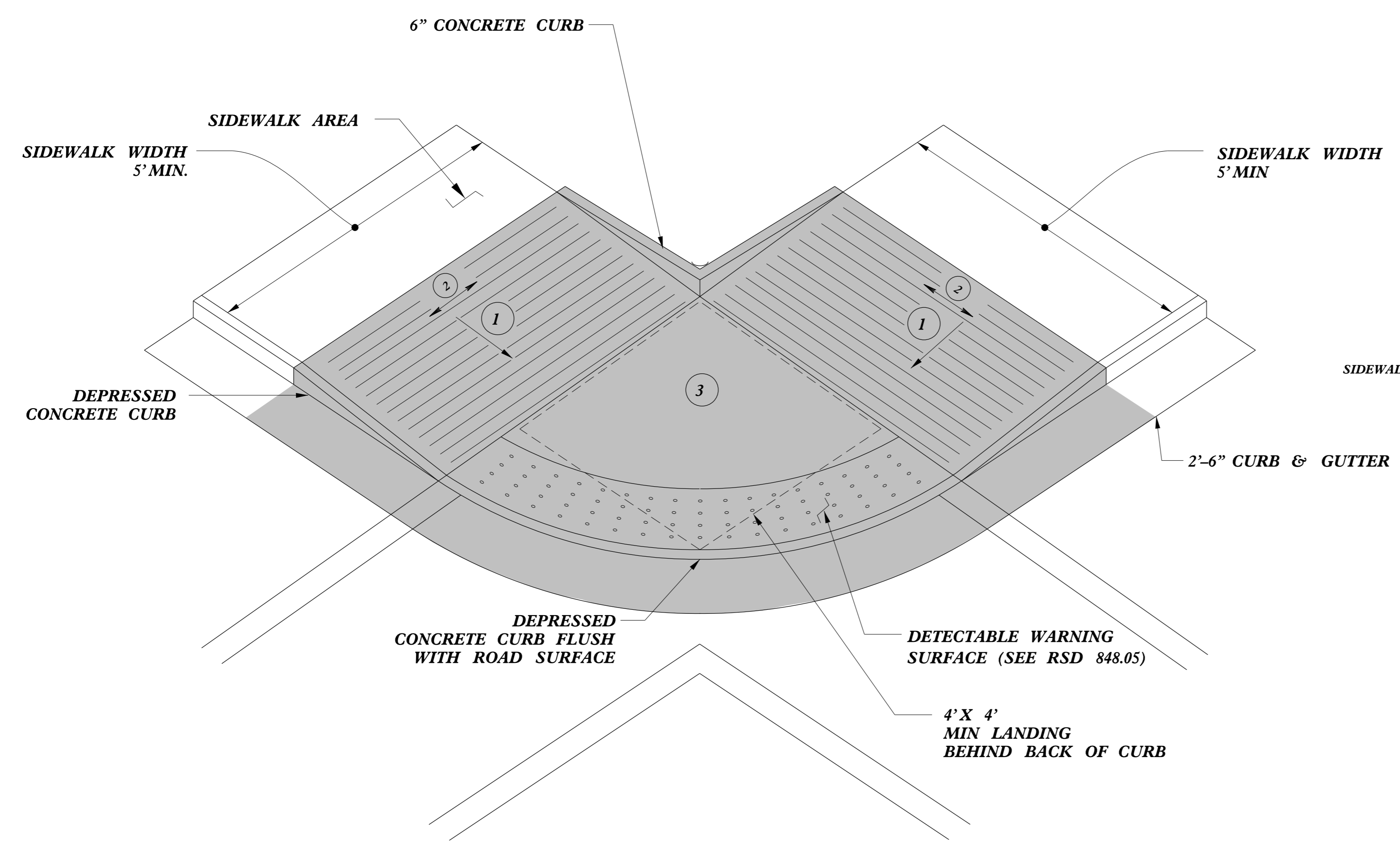
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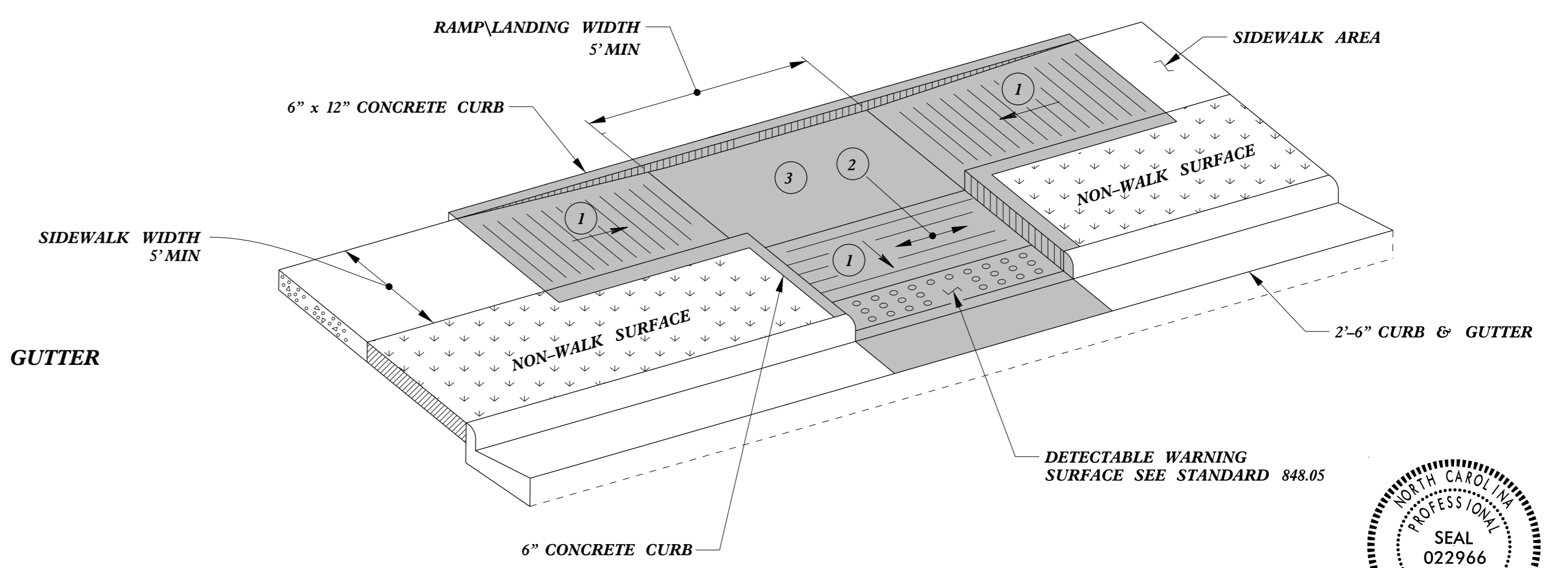
TYPE 2

PAY LIMITS FOR 1 CURB RAMP

- 1 8.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.



TYPE 2A



TYPE 3



7/6/2018

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED


CONTRACT STANDARDS AND DEVELOPMENT UNIT
Office 919-707-6950 FAX 919-250-4119

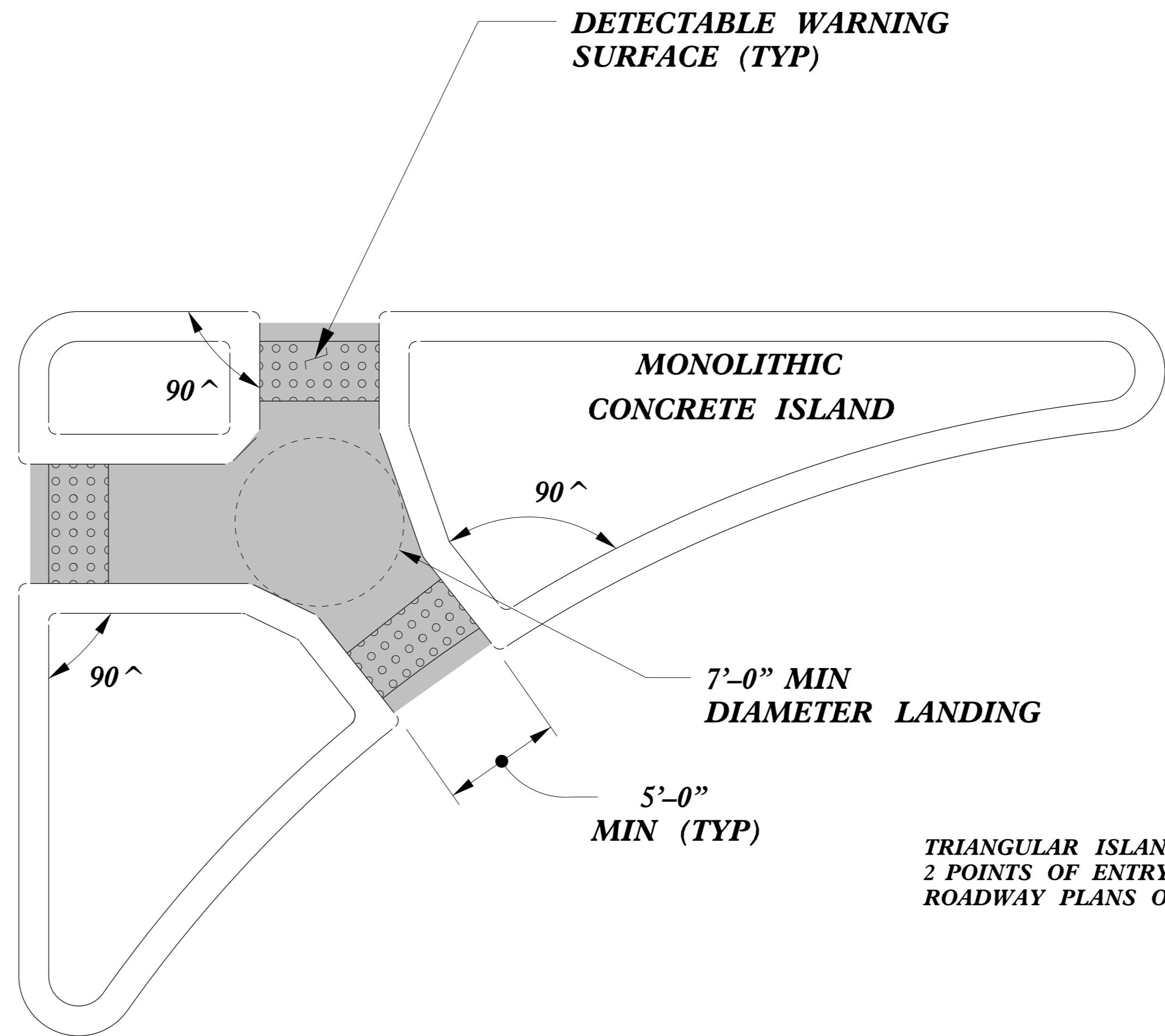
CURB RAMPS
Parallel Ramps

ORIGINAL BY: J.S. HOWERTON DATE: 7/7/11
 MODIFIED BY: DATE:
 CHECKED BY: DATE:
 FILE SPEC.: stds/2012CurbRamp/CurbRampDetails.dgn

REFER TO ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

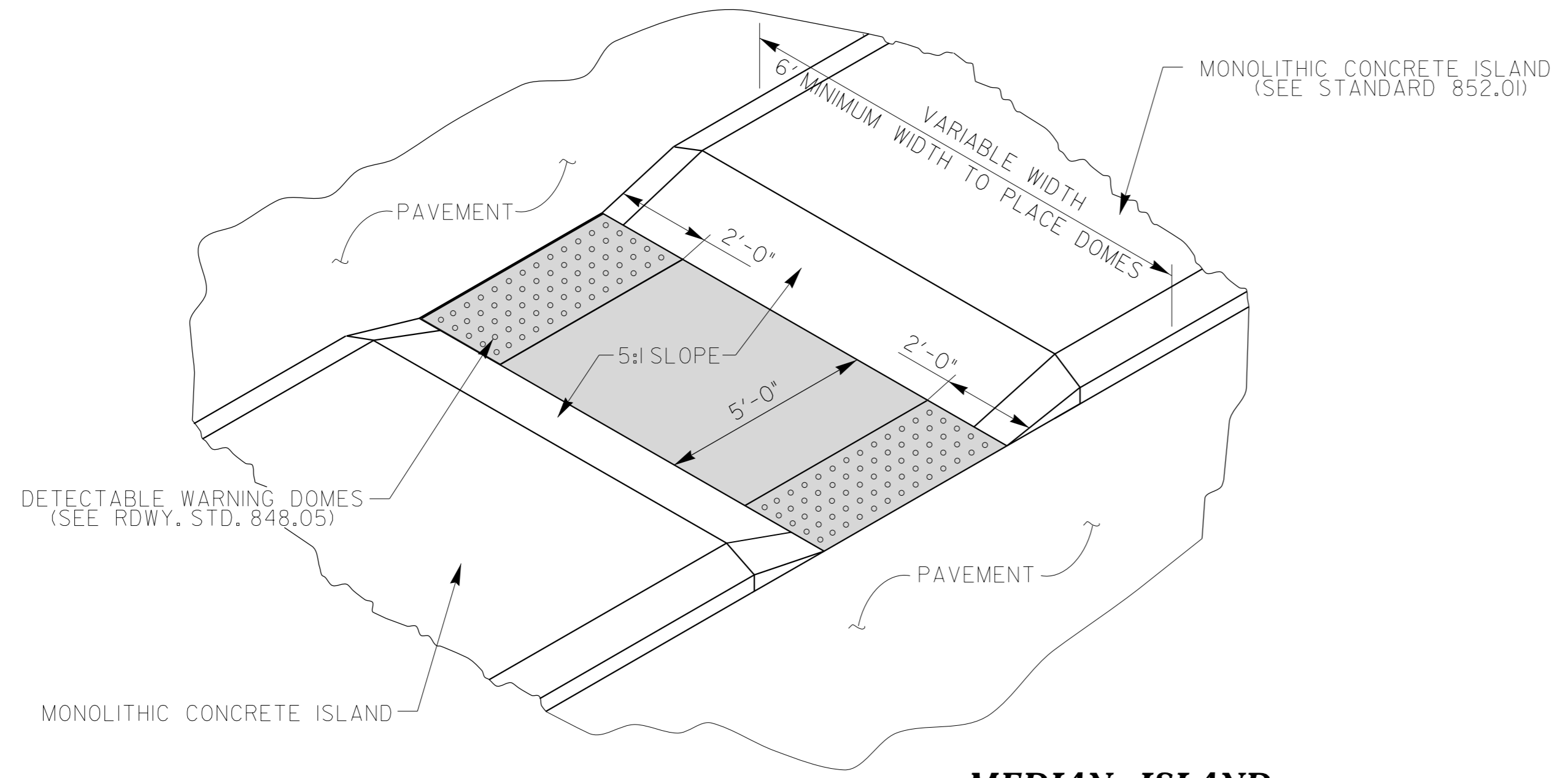
5/14/99
 TIME: 11:00 AM
 USER: JSH
 FILE: C:\WORK\2012\STDS\2012CurbRamp\CurbRampDetails.dgn

 PAY LIMITS FOR 2 OR 3 CURB RAMPS
(CALCULATE BASED ON NUMBER OF
SETS OF TRUNCATED DOMES)

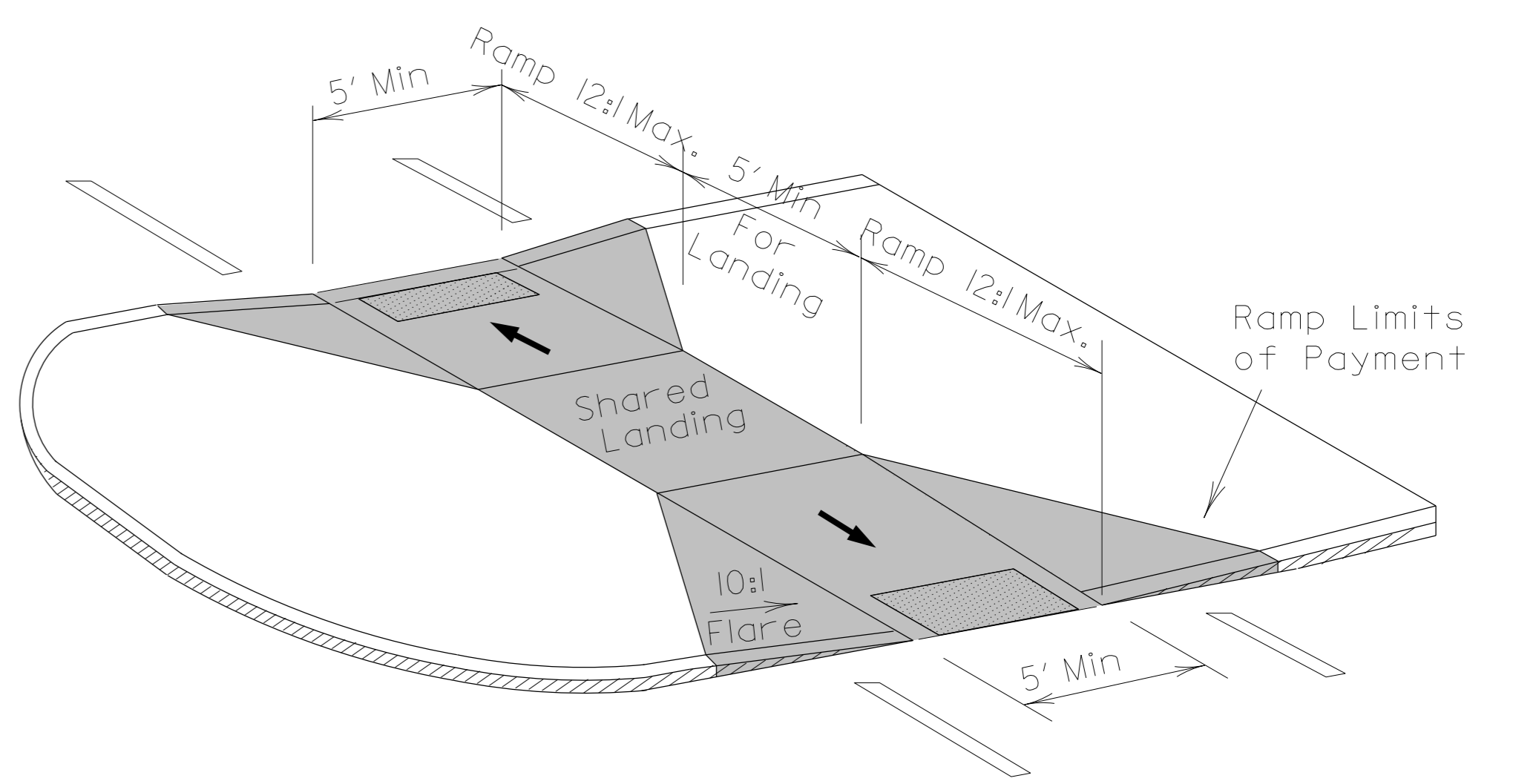


TRIANGULAR ISLANDS MAY BE CONSTRUCTED WITH ONLY
2 POINTS OF ENTRY AND EXIT AS SHOWN IN THE
ROADWAY PLANS OR AS DIRECTED BY THE ENGINEER.

TRIANGULAR ISLAND
WITH CUT THROUGH



MEDIAN ISLAND
WITH CUT THROUGH



MEDIAN ISLAND
CURB RAMPS

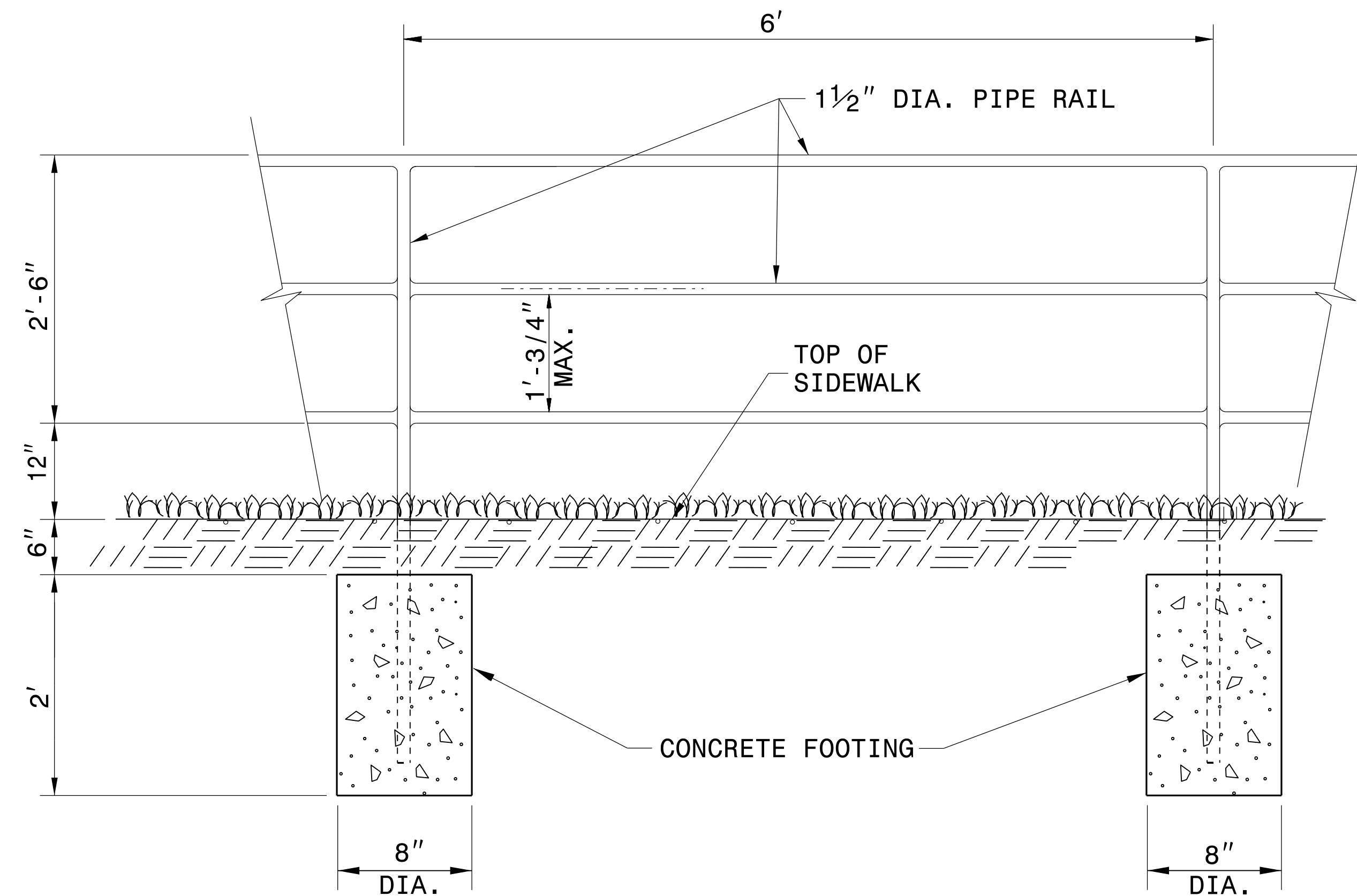
TIME: 00:00
 C:\P\WORKING\DRAWING\PROJECTS\47315\DS2\47315.DWG
 USER: JHOWERTON

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

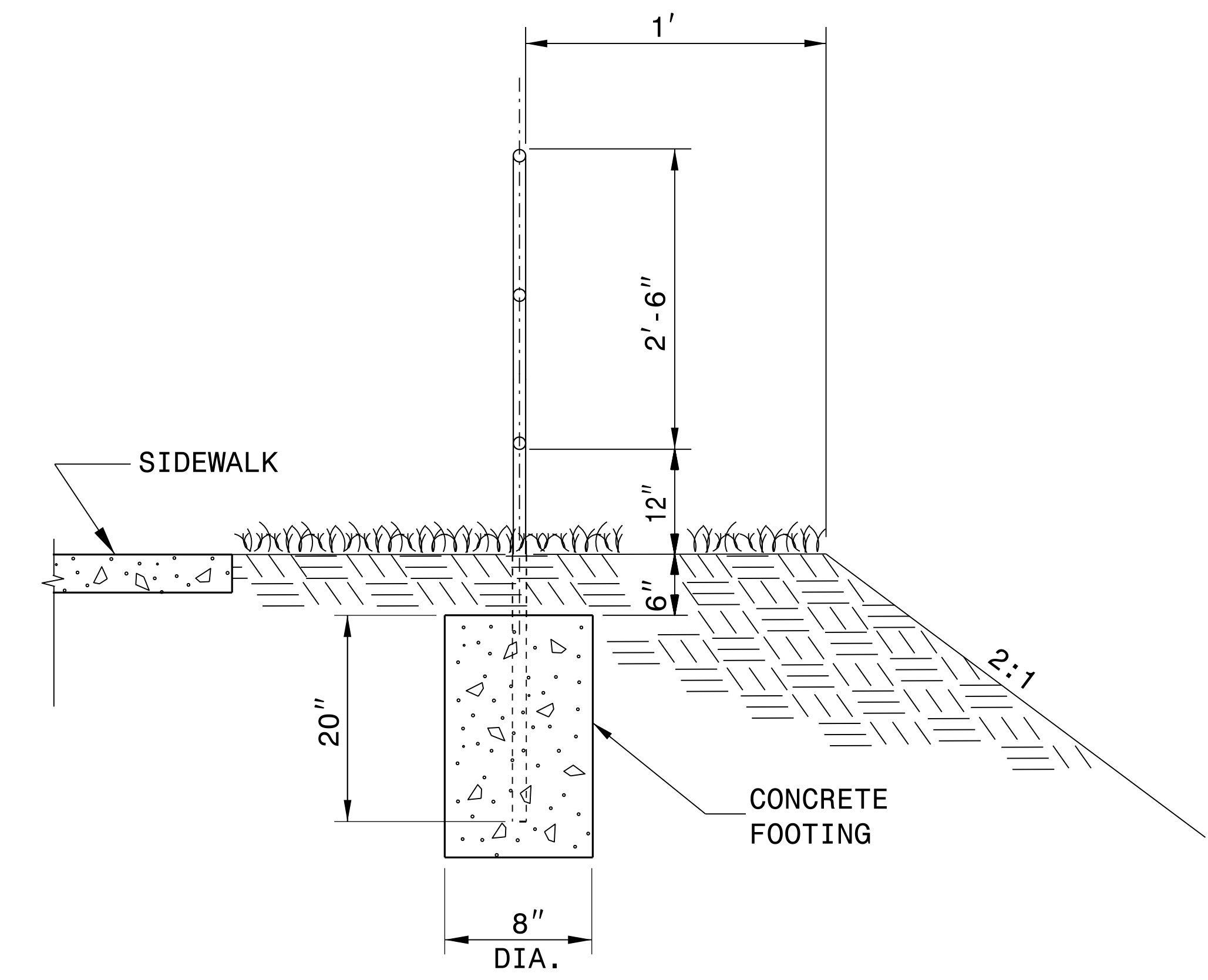
| | |
|--|------------------|
| CONTRACT STANDARDS AND DEVELOPMENT UNIT | |
| Office 919-707-6950 | FAX 919-250-4119 |
| CURB RAMPS | |
| Median or Turn Lane Islands | |
| ORIGINAL BY: J.S. HOWERTON | DATE: 7/7/11 |
| MODIFIED BY: | DATE: |
| CHECKED BY: | DATE: |
| FILE SPEC: stds/2012CurbRamp/CurbRampDetails.dgn | |



DocuSigned by:
J.S. Howerton
673F3D17CC045F



ELEVATION OF PROPOSED PEDESTRIAN HANDRAIL



SECTION VIEW

NOTES:

CONSTRUCT PROPOSED STEEL PIPE RAIL OF 1 1/2" DIAMETER SCHEDULE 40 PLAIN END GALVANIZED STEEL PIPE MEETING THE REQUIREMENTS OF ASTM A53.

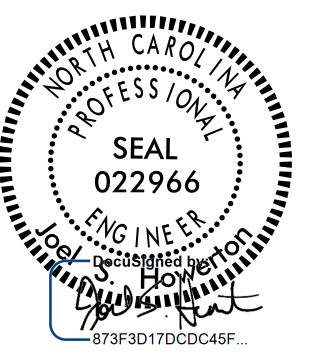
REPAIR GALVANIZING IN ACCORDANCE WITH SECTION 1076 OF THE NCDOT STANDARD SPECIFICATIONS.

PAINT, IF REQUIRED BY THE ENGINEER, IN ACCORDANCE WITH SECTION 1080 OF THE STANDARD SPECIFICATIONS.

WELD IN ACCORDANCE WITH ARTICLE 1072-20 OF THE STANDARD SPECIFICATIONS.

USE CLASS 'B' CONCRETE FOR HANDRAIL FOOTINGS.

PLACEMENT OF HANDRAIL IN RELATION TO SHOULDER BREAK POINT AND SIDEWALK MAY BE MODIFIED AS DIRECTED BY THE ENGINEER.



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

| | |
|---|--------------|
| CONTRACT STANDARDS AND DEVELOPMENT UNIT | |
| Office 919-707-6950 FAX 919-250-4119 | |
| PROPOSED PEDESTRIAN SAFETY RAIL | |
| ORIGINAL BY: E.E. WARD | DATE: 12-99 |
| MODIFIED BY: T.S. Spell | DATE: 1-4-05 |
| CHECKED BY: | DATE: |
| FILE SPEC.: w:\details\stand\metric\retinwall_handrails.dgn | |

E:\MAR-2008_07155
 pacis\port\assets\Special_Details\jhower\ton\handrail.dgn
 jhower\ton At CSD 2/23/05

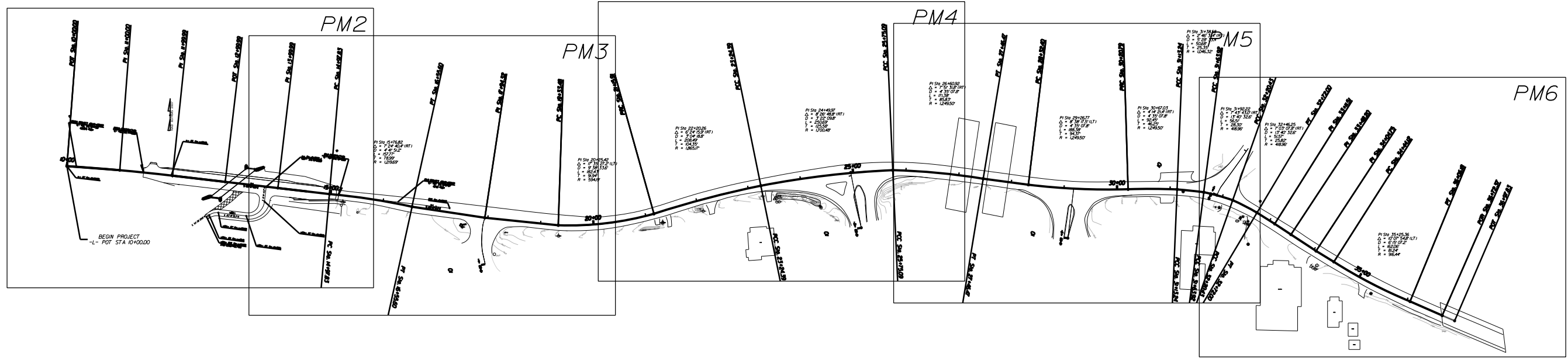
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

PAVEMENT MARKING PLAN

HAYWOOD COUNTY

LOCATION: ALONG NC SR-1173 PLOTT CREEK RD. AND HAZELWOOD AVE

TYPE OF WORK: SIDEWALK, CURB AND GUTTER AND DRAINAGE



ROADWAY STANDARD DRAWINGS
2018 ROADWAY STANDARD DRAWINGS

The following Roadway Standards as appear in "Roadway Standard Drawings" - Highway Design Branch - N.C. Department of Transportation - Raleigh, N.C., dated January 16, 2018 and the latest revision thereto are applicable to this project and by reference hereby are considered a part of these plans.

| STD. NO. | TITLE |
|----------|--|
| 1205.01 | Pavement Markings - Line Types and Offsets |
| 1205.07 | Pavement Markings - Pedestrian Crosswalks |

INDEX

| | |
|---------|-----------------------------------|
| PM-1 | PAVEMENT MARKING PLAN TITLE SHEET |
| PM2-PM6 | PAVEMENT MARKING DETAILS |

PAVEMENT MARKING SCHEDULE

| |
|---|
| 8" STANDARD WHITE CROSSWALK LINES- CW1 |
| 24" WHITE STOP BAR- SB1 |
| 24" WHITE HIGH-VIS CROSSWALK LINES- CW2 |

GENERAL NOTES

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT EXCEPT WHEN OTHERWISE NOTED IN THE PLAN OR AS DIRECTED BY THE ENGINEER.

A) INSTALL PAVEMENT MARKINGS ON THE FINAL SURFACE AS FOLLOWS:

| ROAD NAME | MARKING | MARKER |
|--|---------------|--------|
| NC SR-1173 PLOTT CREEK RD. AND HAZELWOOD AVE | THERMOPLASTIC | |

PLACE ONE (1) APPLICATION OF THERMOPLASTIC PAVEMENT MARKINGS ON THE FINAL WEARING SURFACE.

B) TIE PROPOSED PAVEMENT MARKING LINES TO EXISTING PAVEMENT MARKING LINES

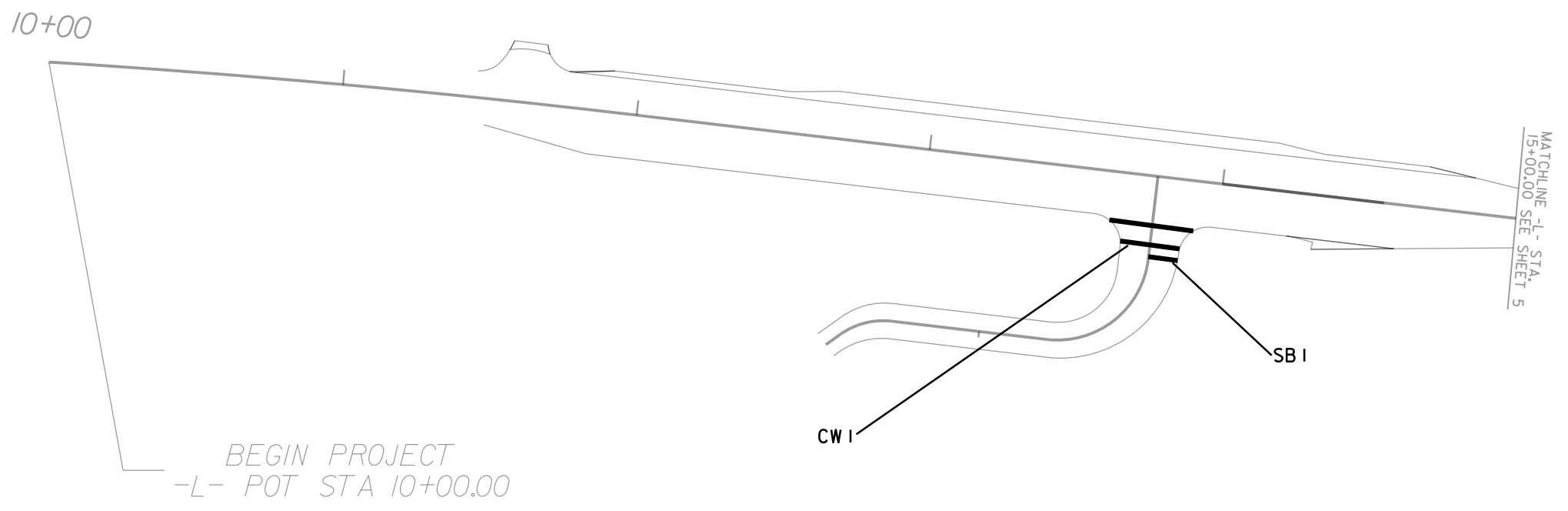
C) REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS.

29-AUG-2019 15:04 U:\plott\creek_sidewalk\plott\plottcreekcrosswalk_Sgn_PMP.dgn AT DIV14-301560L mcorr

TIP: EB-5859

CONTRACT: DN00690







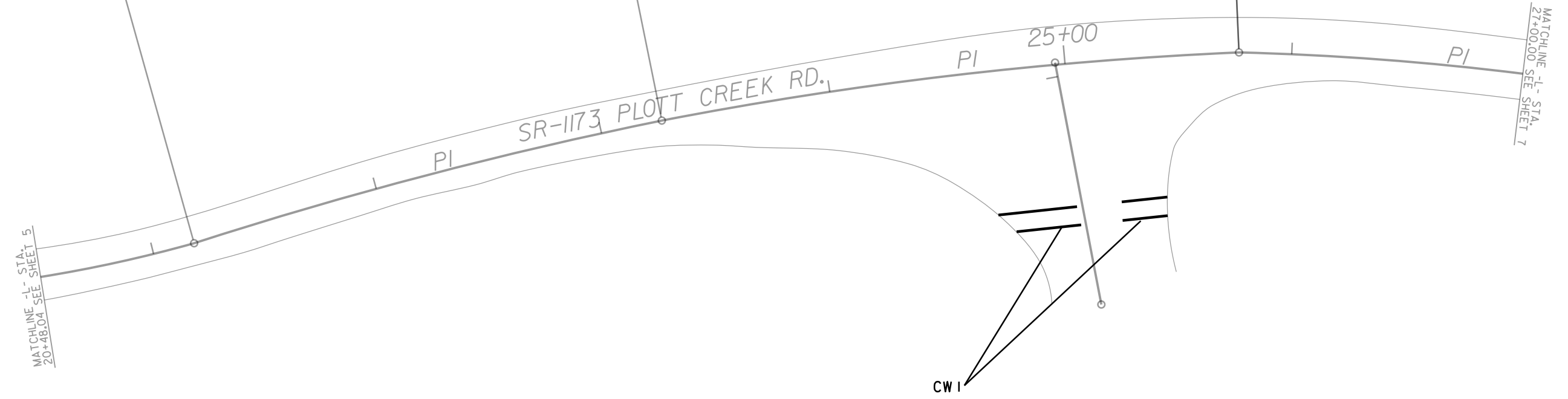
PRC Sta. 21+15.91

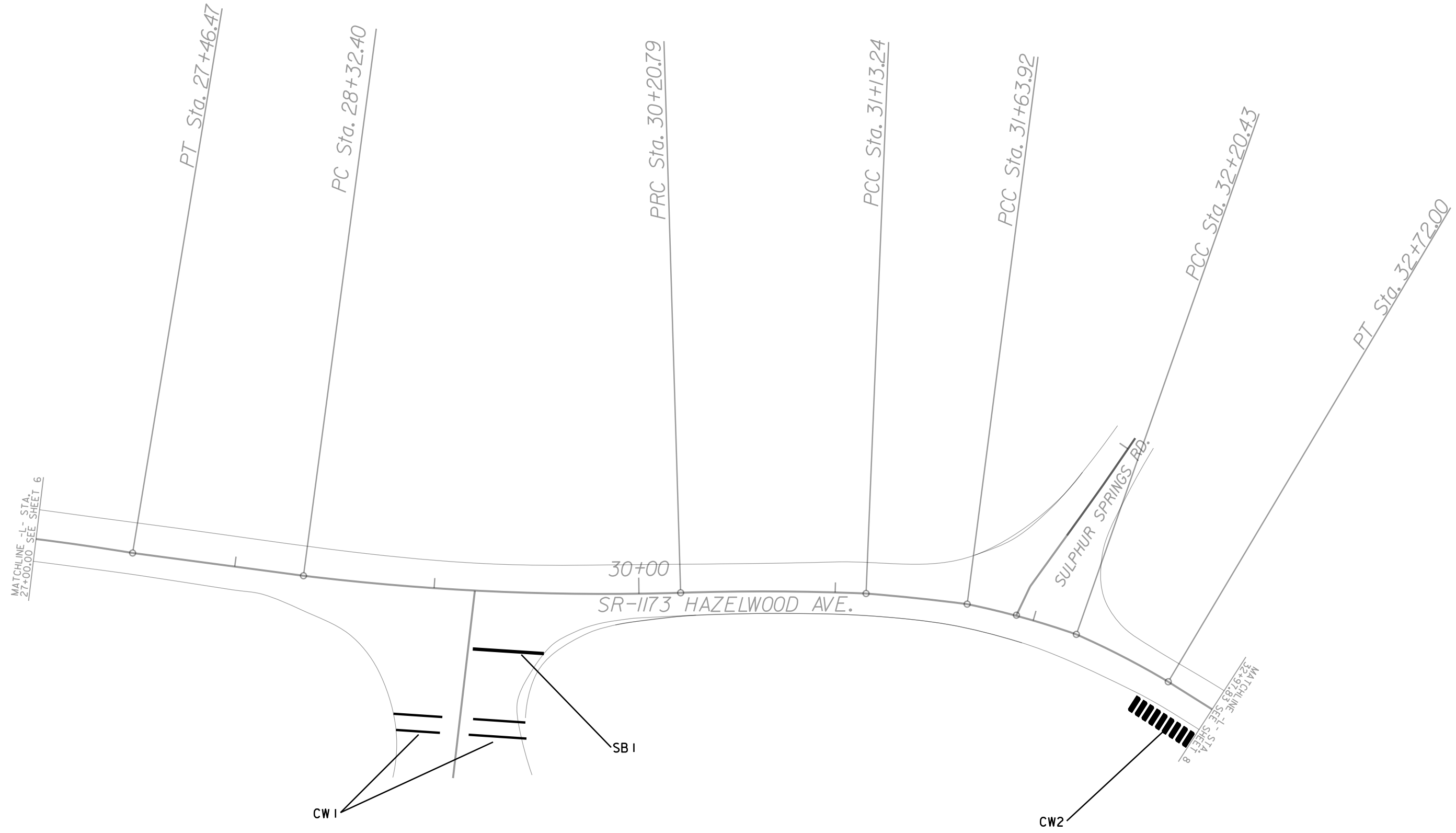
PCC Sta. 23+24.39

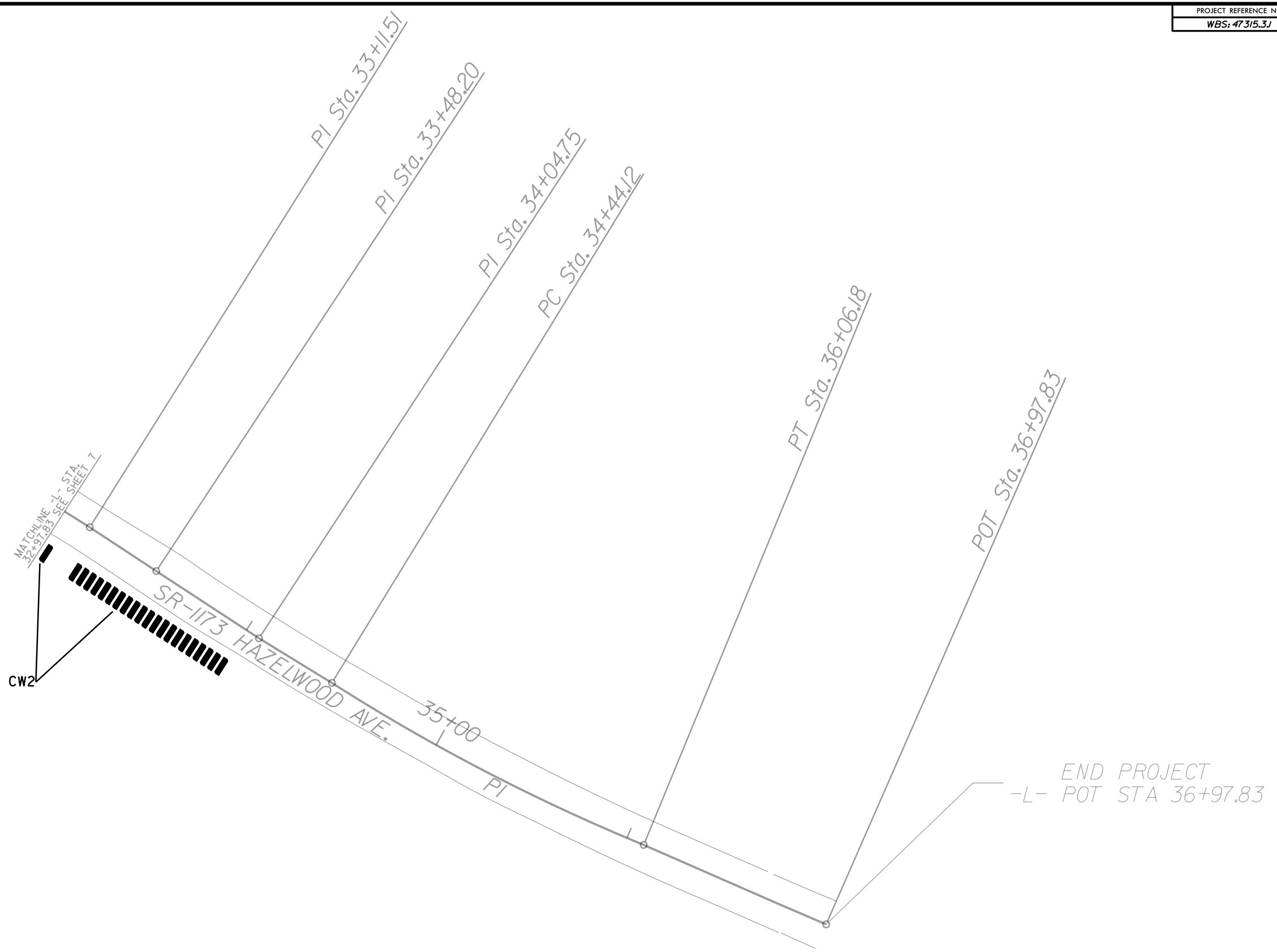
PCC Sta. 25+75.09

MATCHLINE -L- STA.
20+48.04 SEE SHEET 5

MATCHLINE -L- STA.
27+00.00 SEE SHEET 7







TIP: EB-5859

CONTRACT: DN00690

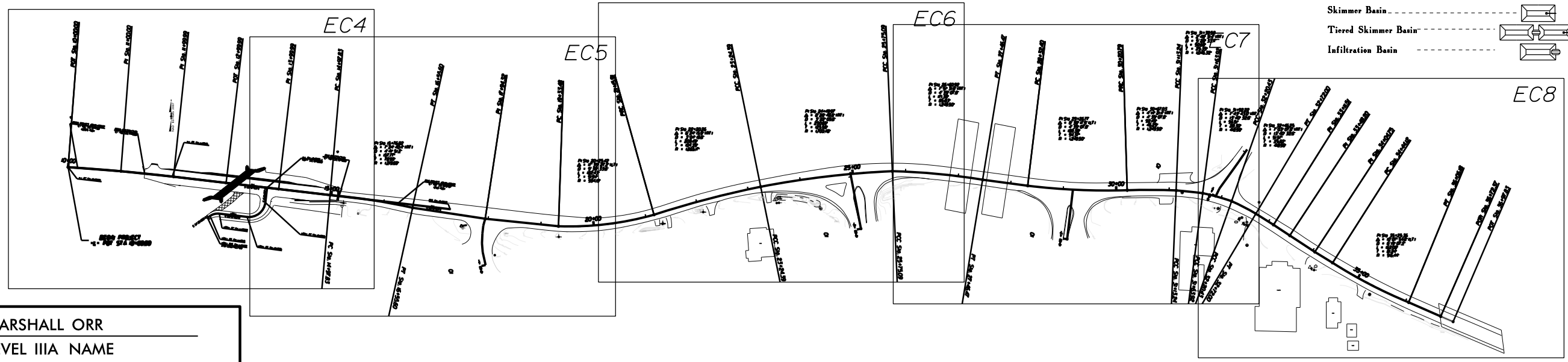
STATE OF NORTH CAROLINA
 DIVISION OF HIGHWAYS
 PLAN FOR PROPOSED
 HIGHWAY EROSION CONTROL

HAYWOOD COUNTY
 LOCATION: ALONG NC SR-1173 PLOTT CREEK RD. AND HAZELWOOD AVE
 TYPE OF WORK: SIDEWALK, CURB AND GUTTER AND DRAINAGE

| | | | |
|-----------------|-----------------------------|-------------|--------------|
| STATE | STATE PROJECT REFERENCE NO. | SHEET NO. | TOTAL SHEETS |
| N.C. | WBS: 473153.1 | EC-1 | |
| STATE PROJ. NO. | F.A. PROJ. NO. | DESCRIPTION | |
| | | | |
| | | | |
| | | | |

EROSION AND SEDIMENT CONTROL MEASURES

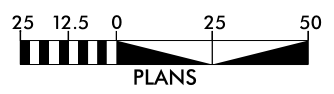
| Sta. # | Description | Symbol |
|---------|--------------------------------------|--------|
| | Streambank Reforestation | |
| 1630.03 | Temporary Silt Ditch | |
| 1630.05 | Temporary Diversion | |
| 1605.01 | Temporary Silt Fence | |
| 1606.01 | Special Sediment Control Fence | |
| 1622.01 | Temporary Berms and Slope Drains | |
| 1630.01 | Riser Basin | |
| 1630.02 | Silt Basin Type B | |
| 1633.01 | Temporary Rock Silt Check Type-A | |
| | Temporary Rock Silt Check Type-B | |
| | Wattle / Coir Fiber Wattle | |
| 1634.01 | Temporary Rock Sediment Dam Type-A | |
| 1634.02 | Temporary Rock Sediment Dam Type-B | |
| 1635.01 | Rock Pipe Inlet Sediment Trap Type-A | |
| 1635.02 | Rock Pipe Inlet Sediment Trap Type-B | |
| 1630.04 | Stilling Basin | |
| | Rock Inlet Sediment Trap: | |
| 1632.01 | Type A | |
| 1632.02 | Type B | |
| 1632.03 | Type C | |
| | Skimmer Basin | |
| | Tiered Skimmer Basin | |
| | Infiltration Basin | |



MARSHALL ORR
 LEVEL IIIA NAME

 4139
 LEVEL IIIA CERTIFICATION NO.

GRAPHIC SCALE



DS
 LB

THESE EROSION AND SEDIMENT CONTROL PLANS COMPLY WITH THE REGULATIONS SET FORTH BY THE NCG-010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE AUGUST 1, 2016 ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES DIVISION OF WATER QUALITY.

Roadway Standard Drawings

The following roadway english standards as appear in "Roadway Standard Drawings"- Roadway Design Unit - N. C. Department of Transportation - Raleigh, N. C., dated January 2012 and the latest revision thereto are applicable to this project and by reference hereby are considered a part of these plans.

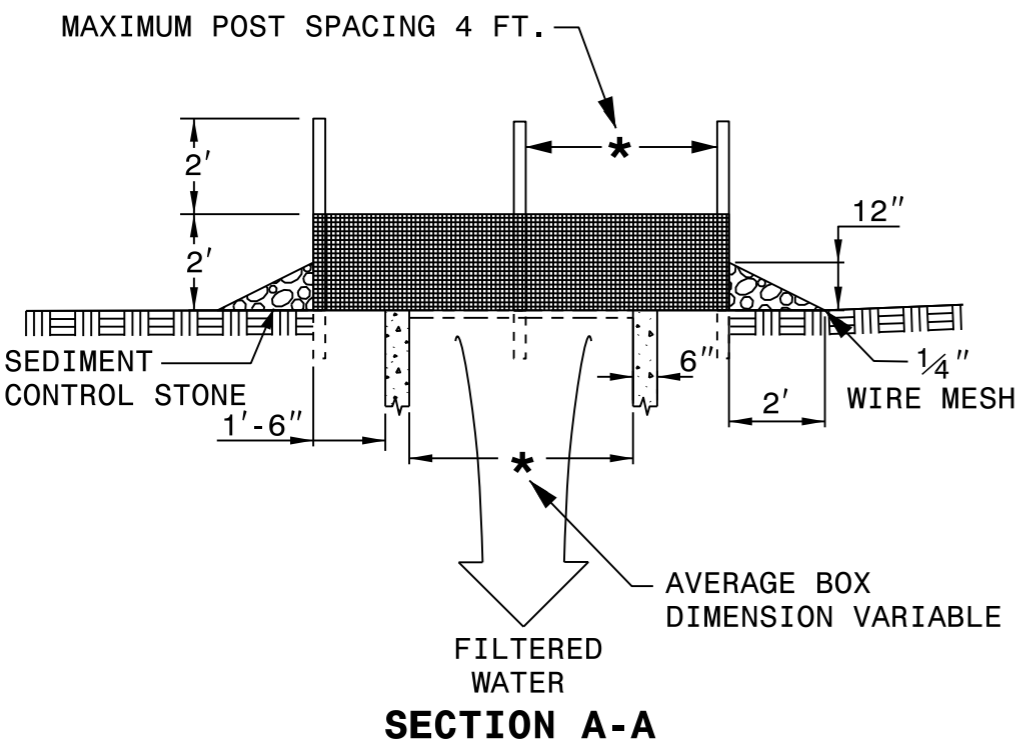
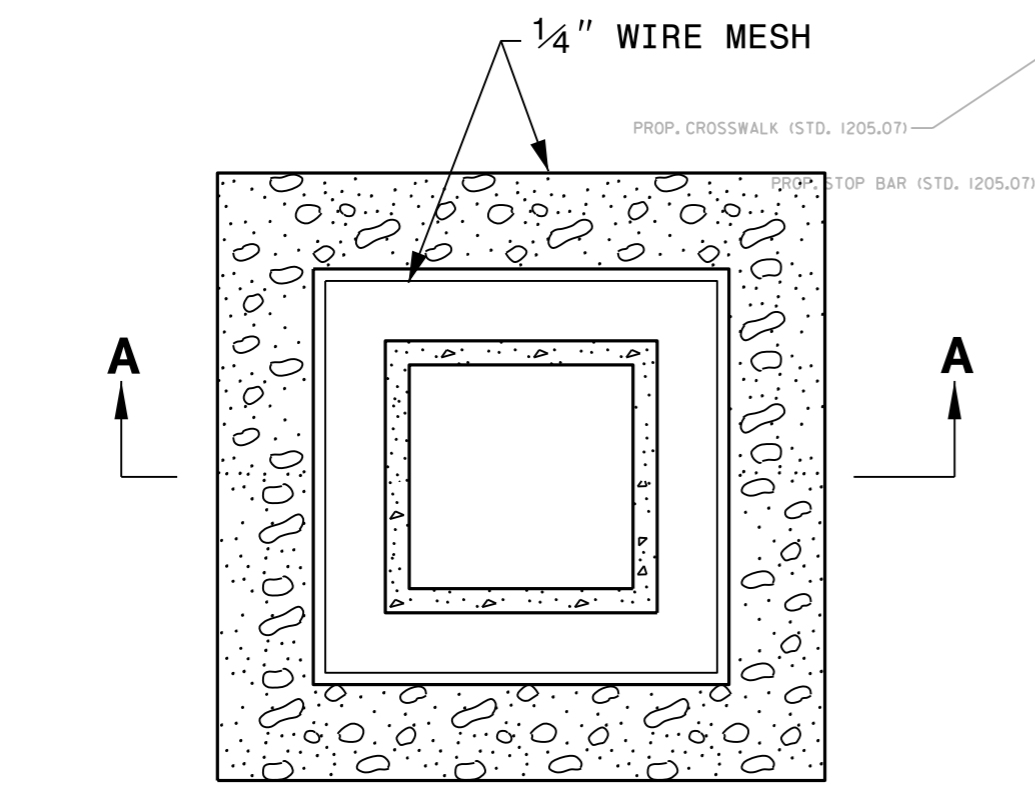
| | |
|--|--|
| 1604.01 Railroad Erosion Control Detail | 1632.01 Rock Inlet Sediment Trap Type A |
| 1605.01 Temporary Silt Fence | 1632.02 Rock Inlet Sediment Trap Type J |
| 1606.01 Special Sediment Control Fence | 1632.03 Rock Inlet Sediment Trap Type C |
| 1607.01 Gravel Construction Entrance | 1633.01 Temporary Rock Silt Check Type A |
| 1622.01 Temporary Berms and Slope Drains | 1633.02 Temporary Rock Silt Check Type J |
| 1630.01 Riser Basin | 1634.01 Temporary Rock Sediment Dam Type A |
| 1630.02 Silt Basin Type J | 1634.02 Temporary Rock Sediment Dam Type J |
| 1630.03 Temporary Silt Ditch | 1635.01 Rock Pipe Inlet Sediment Trap Type A |
| 1630.04 Stilling Basin | 1635.02 Rock Pipe Inlet Sediment Trap Type J |
| 1630.05 Temporary Diversion | 1640.01 Coir Fiber Jaffle |
| 1630.06 Special Stilling Basin | 1645.01 Temporary Stream Crossing |
| 1631.01 Matting Installation | |

23-APR-2009 14:25 - Copy\plott creek sidewalk work\ dgn\ec\plott creek\EC.dsn.dgn
 23-APR-2009 14:25 - Copy\plott creek sidewalk work\ dgn\ec\plott creek\EC.dsn.dgn

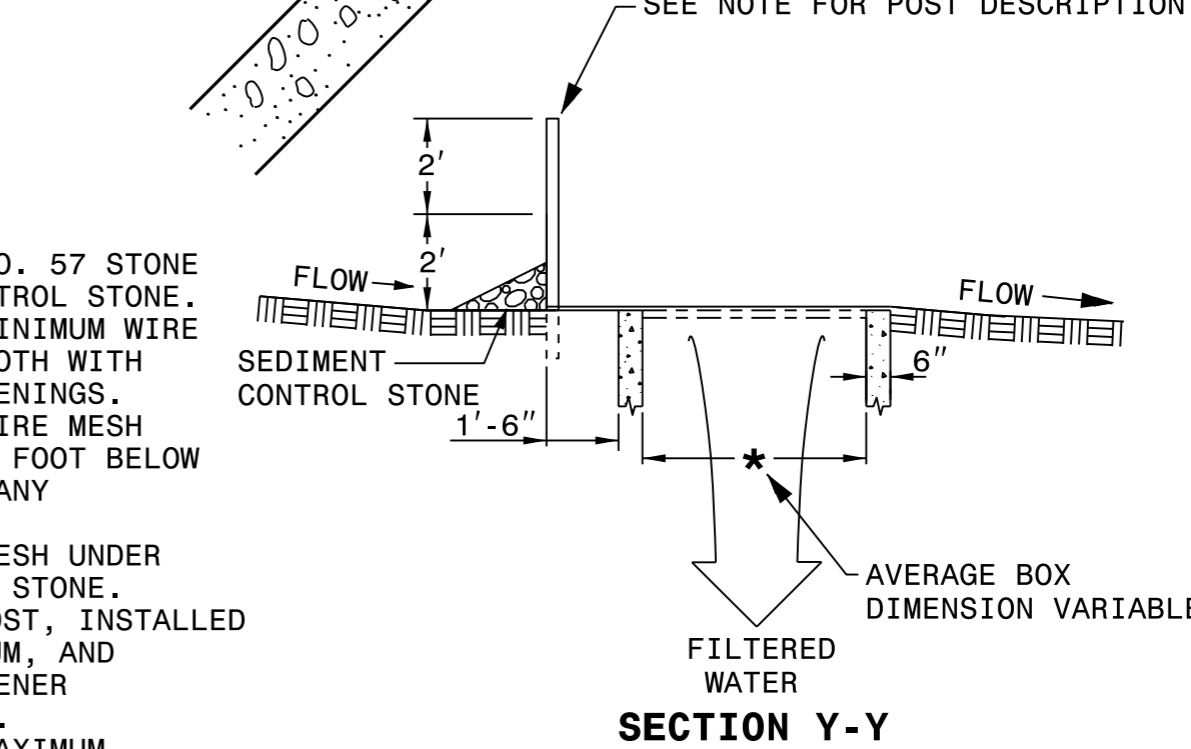
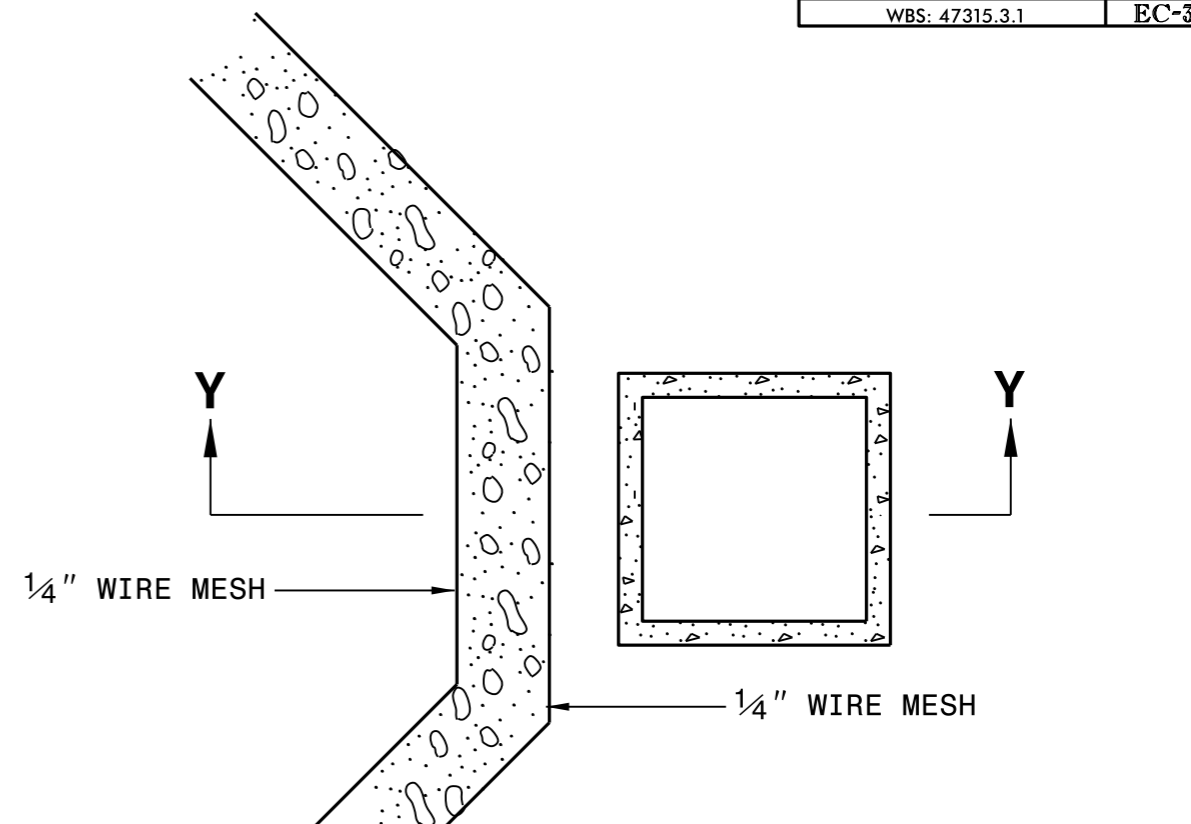
DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA

SOIL STABILIZATION TIMEFRAMES

| <i>SITE DESCRIPTION</i> | <i>STABILIZATION TIME</i> | <i>TIMEFRAME EXCEPTIONS</i> |
|--|---------------------------|--|
| PERIMETER DIKES, SWALES, DITCHES AND SLOPES | 7 DAYS | NONE |
| HIGH QUALITY WATER (HQW) ZONES | 7 DAYS | NONE |
| SLOPES STEEPER THAN 3:1 | 7 DAYS | IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED. |
| SLOPES 3:1 OR FLATTER | 14 DAYS | 7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH. |
| ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1 | 14 DAYS | NONE, EXCEPT FOR PERIMETERS AND HQW ZONES. |



MULTI-DIRECTIONAL FLOW

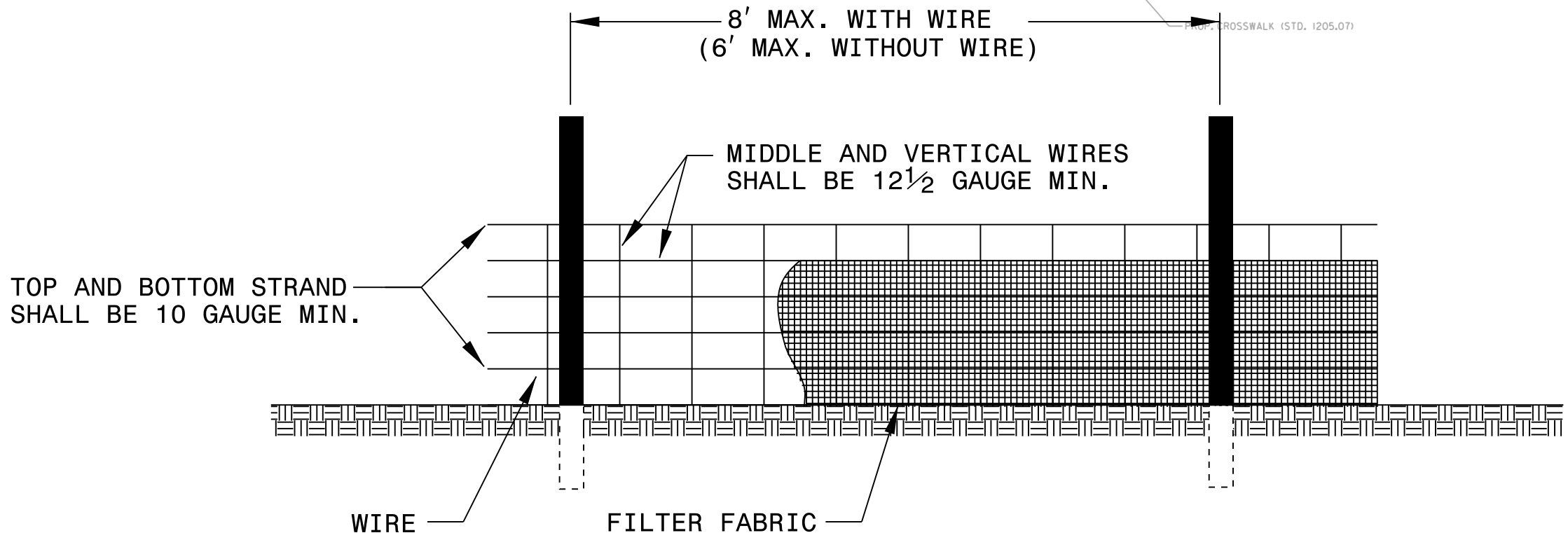


SINGLE-DIRECTIONAL FLOW

NOTE
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.
USE 24 GAUGE MINIMUM WIRE MESH HARDWARE CLOTH WITH 1/4 INCH MESH OPENINGS.
PLACE TOP OF WIRE MESH A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
INSTALL WIRE MESH UNDER SEDIMENT CONTROL STONE.
USE 5' STEEL POST, INSTALLED 1.5' DEEP MINIMUM, AND OF THE SELF-FASTENER ANGLE STEEL TYPE.
SPACE POST A MAXIMUM OF 4'.

STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

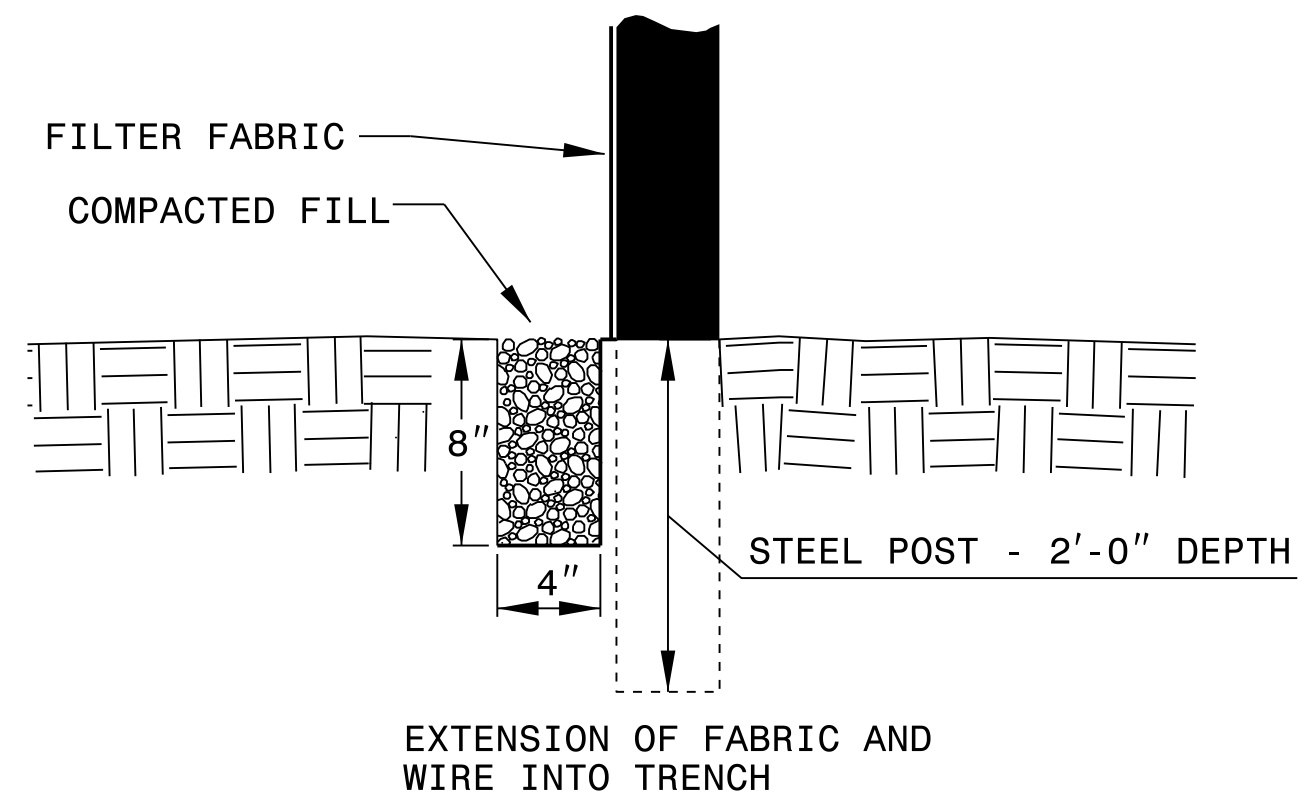


NOTES

USE WIRE A MINIMUM OF 32" IN WIDTH AND WITH A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.

USE FILTER FABRIC A MINIMUM OF 36" IN WIDTH AND FASTEN ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.

PROVIDE 5'-0" STEEL POST OF THE SELF-FASTENER ANGLE STEEL TYPE.



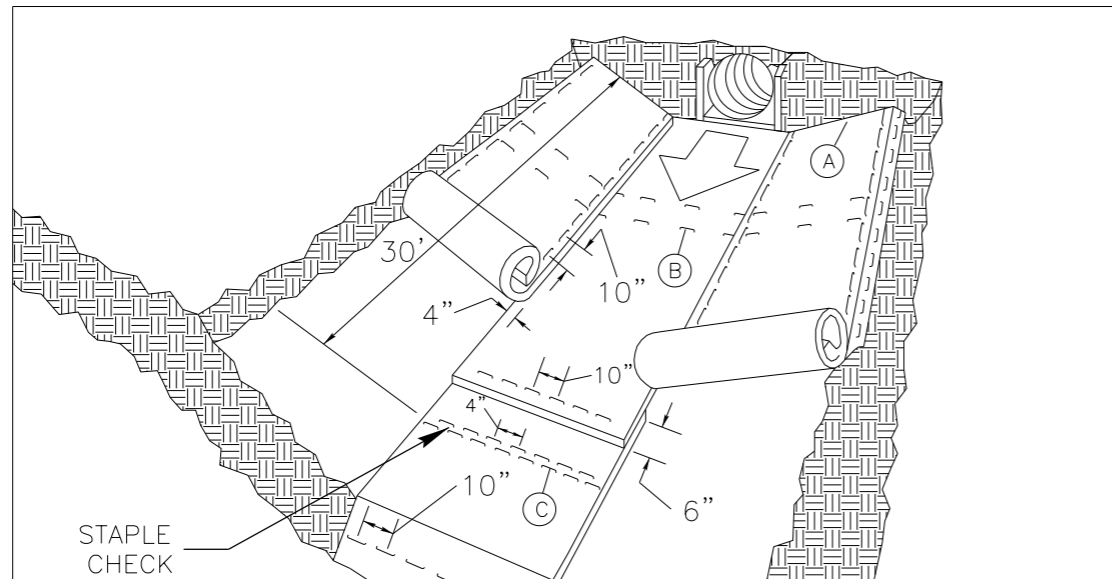
PROP. STOP BAR (STD. 1205.07)

ENGLISH STANDARD DRAWING FOR
TEMPORARY SILT FENCE

ENGLISH STANDARD DRAWING FOR
TEMPORARY SILT FENCE

| | |
|---|---------------------------|
| PROJECT REFERENCE NO. WBS: 47315.3J | SHEET NO. EC-3B |
| RW SHEET NO. | |
| ROADWAY DESIGN ENGINEER | HYDRAULICS ENGINEER |

MATTING INSTALLATION DETAIL



MATTING IN DITCHES

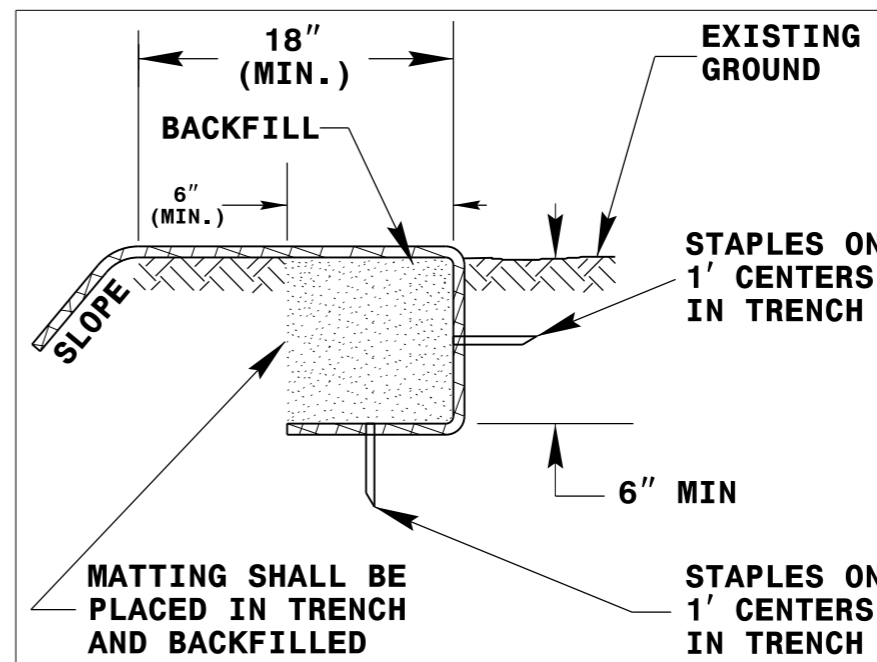
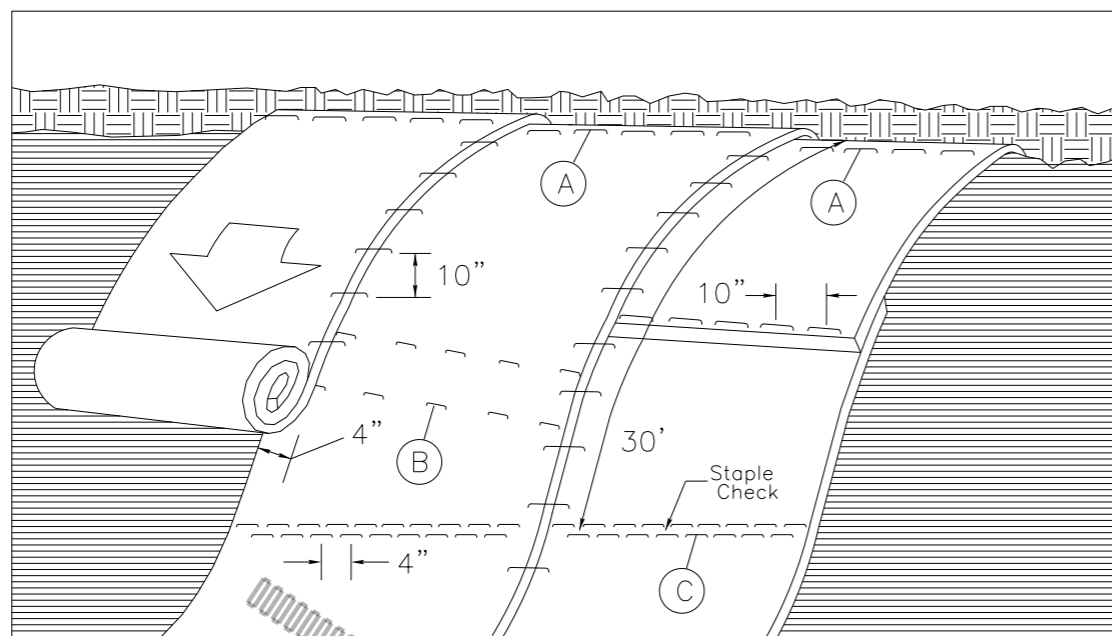


DIAGRAM (A)



MATTING ON SLOPES

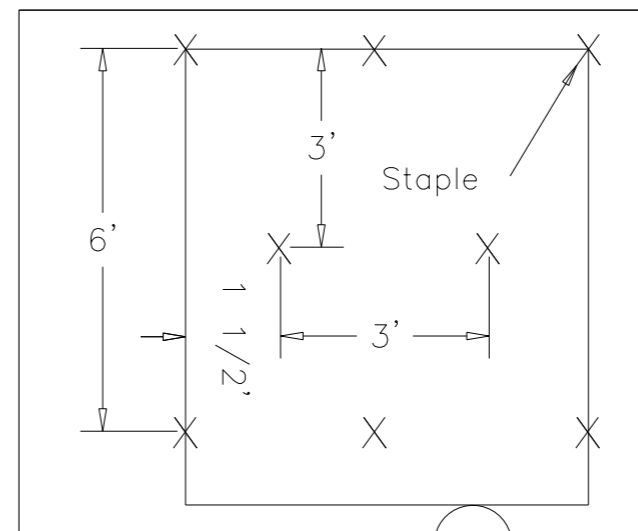


DIAGRAM B

Staple Check Pattern

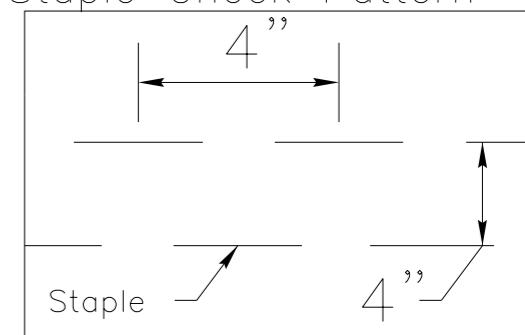


DIAGRAM (C)

NOTES:

THIS DETAIL APPLIES TO STRAW, EXCELSIOR, AND PERMANENT SOIL REINFORCEMENT MAT (PSRM) INSTALLATION.

STAPLES SHALL BE NO. 11 GAUGE STEEL WIRE FORMED INTO A "U" SHAPE WITH A MINIMUM THROAT WIDTH OF 1 INCH AND NOT LESS THAN 6 INCHES IN LENGTH.

ENGLISH STANDARD DRAWING FOR
SPECIAL SEDIMENT CONTROL FENCE

ENGLISH STANDARD DRAWING FOR
SPECIAL SEDIMENT CONTROL FENCE

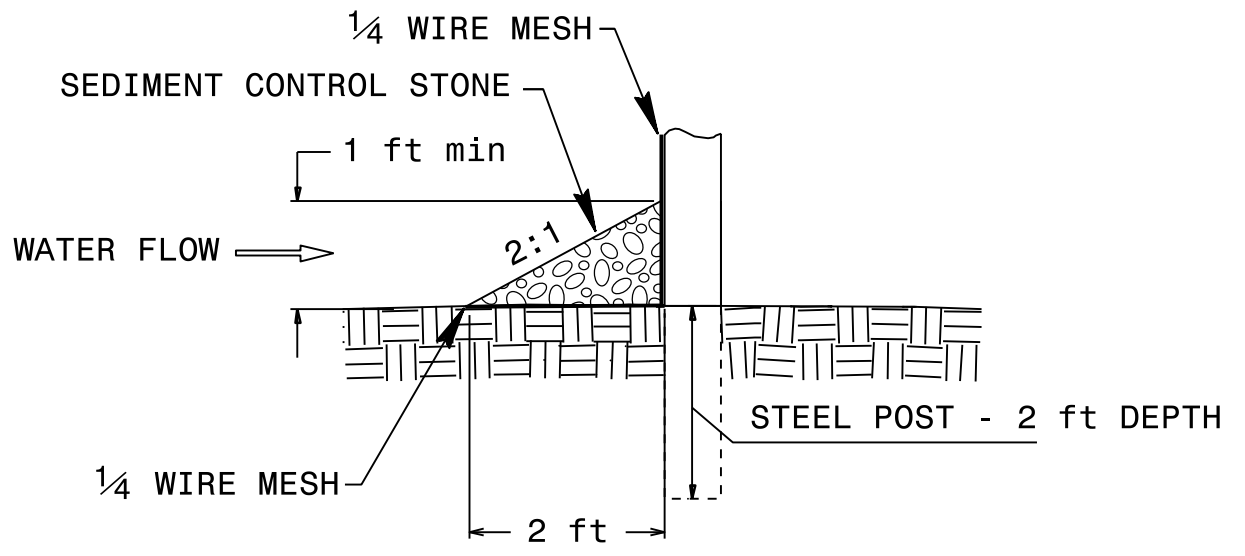
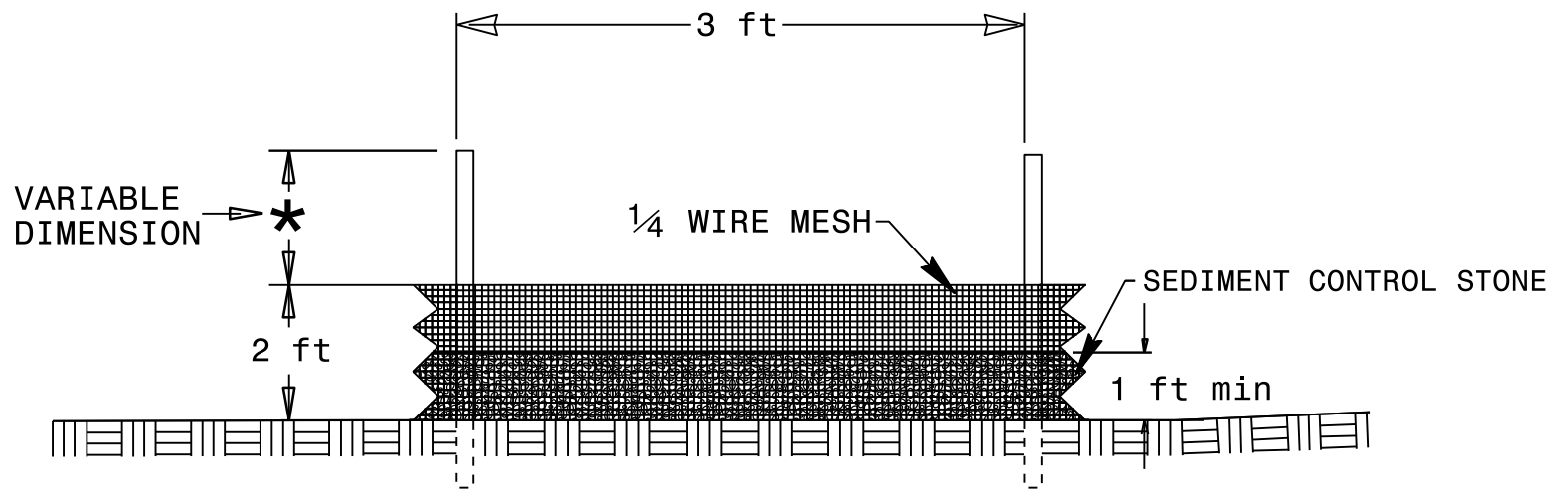
GENERAL NOTES:

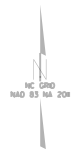
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.

USE HARDWARE CLOTH 24 GAUGE WIRE MESH WITH 1/4 INCH MESH OPENINGS.

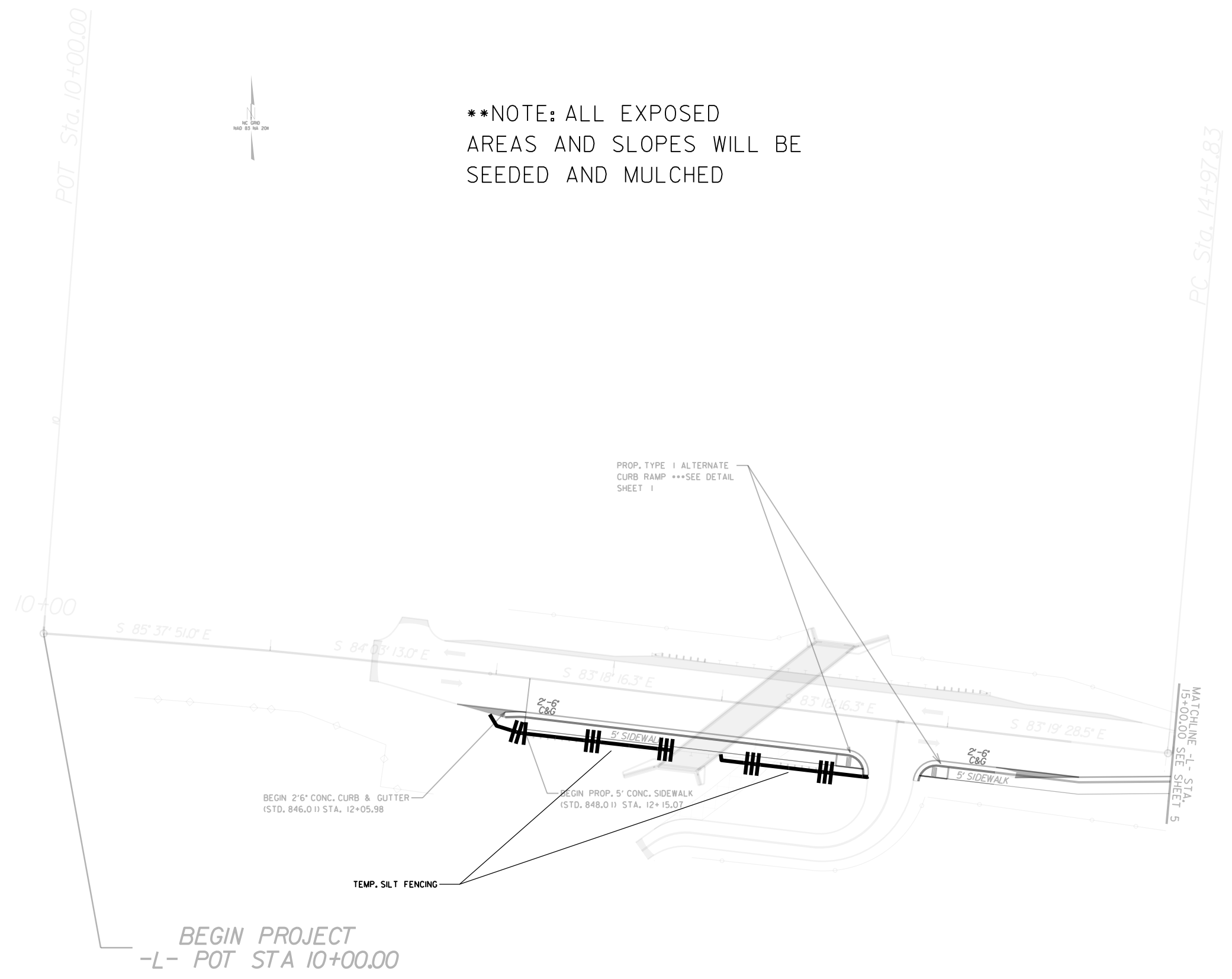
INSTALL 5 FT. SELF FASTENER ANGLE STEEL POST 2 FT. DEEP MINIMUM.

SPACE POST A MAXIMUM OF 3 FT.





****NOTE: ALL EXPOSED AREAS AND SLOPES WILL BE SEEDED AND MULCHED**



PROP. TYPE I ALTERNATE CURB RAMP ***SEE DETAIL SHEET 1

BEGIN 2'-6" CONC. CURB & GUTTER (STD. 846.0) STA. 12+05.98

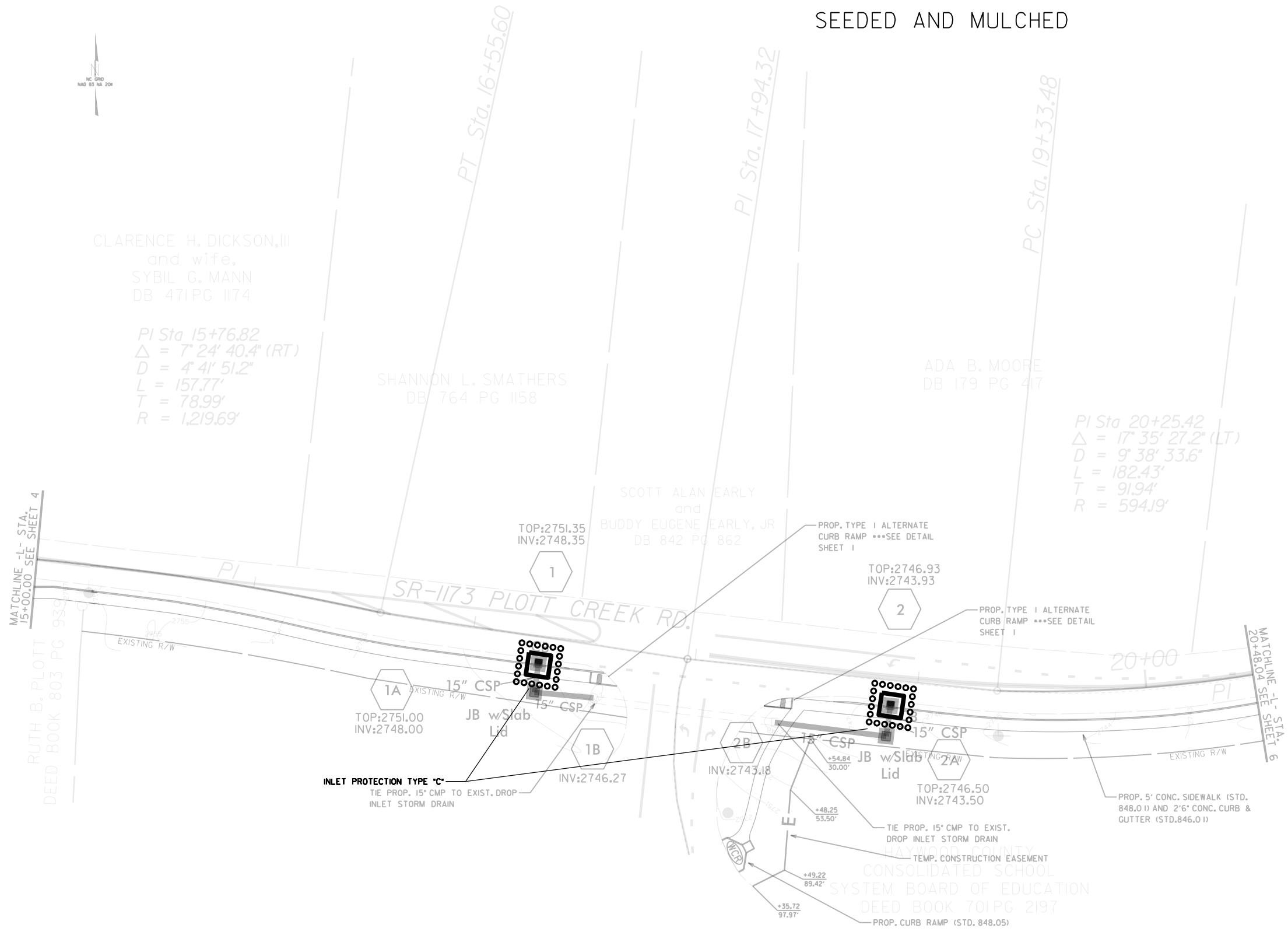
BEGIN PROP. 5' CONC. SIDEWALK (STD. 848.0) STA. 12+15.07

TEMP. SILT FENCING

BEGIN PROJECT
-L- POT STA 10+00.00

MATCHLINE -L- STA. 15+00.00 SEE SHEET 5

****NOTE: ALL EXPOSED AREAS AND SLOPES WILL BE SEEDED AND MULCHED**



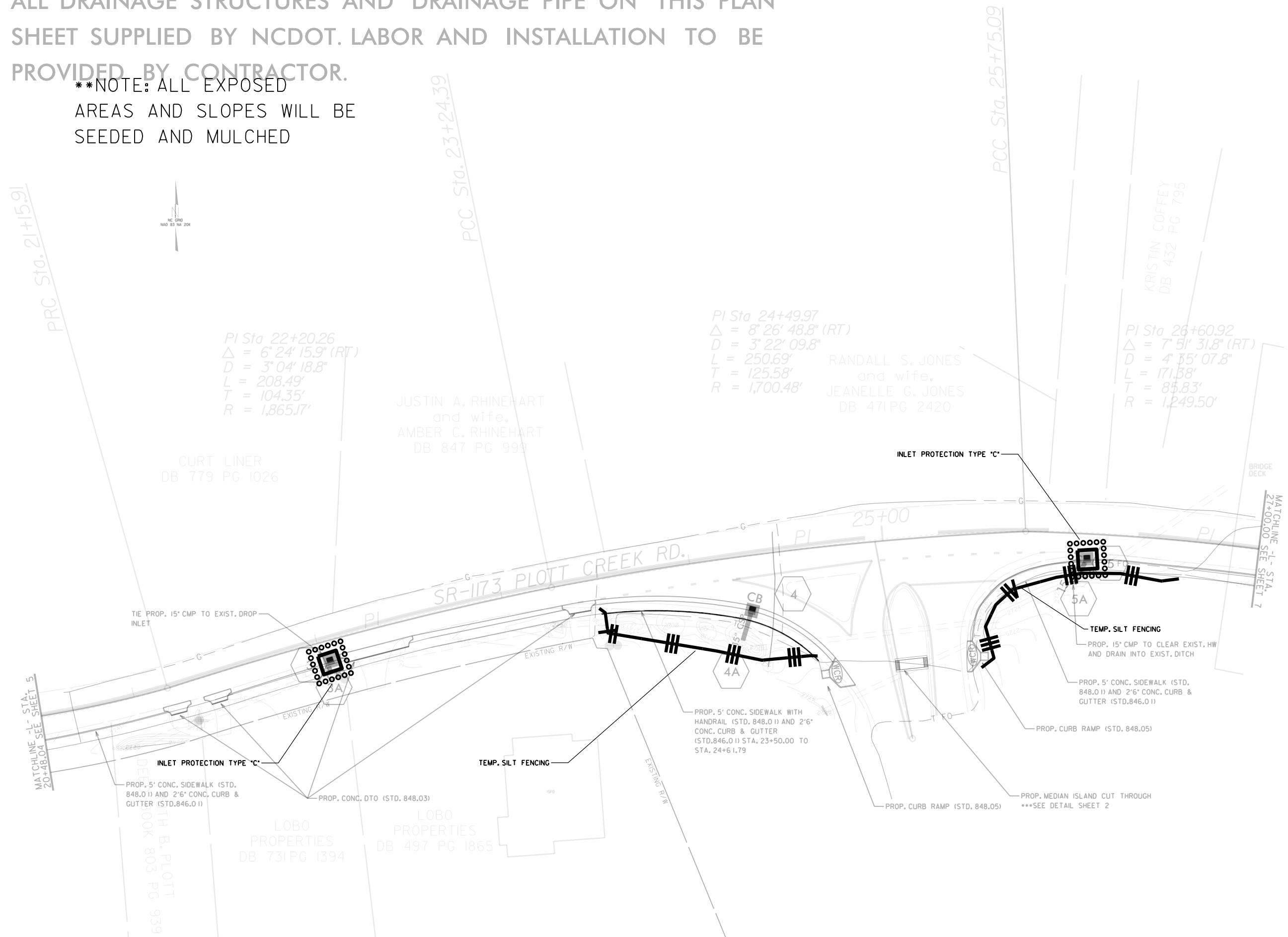
***NOTE:**

ALL DRAINAGE STRUCTURES AND DRAINAGE PIPE ON THIS PLAN SHEET SUPPLIED BY NCDOT. LABOR AND INSTALLATION TO BE PROVIDED BY CONTRACTOR.

***NOTE:**

ALL DRAINAGE STRUCTURES AND DRAINAGE PIPE ON THIS PLAN SHEET SUPPLIED BY NCDOT. LABOR AND INSTALLATION TO BE PROVIDED BY CONTRACTOR.

****NOTE:** ALL EXPOSED AREAS AND SLOPES WILL BE SEEDED AND MULCHED





****NOTE: ALL EXPOSED AREAS AND SLOPES WILL BE SEEDED AND MULCHED**

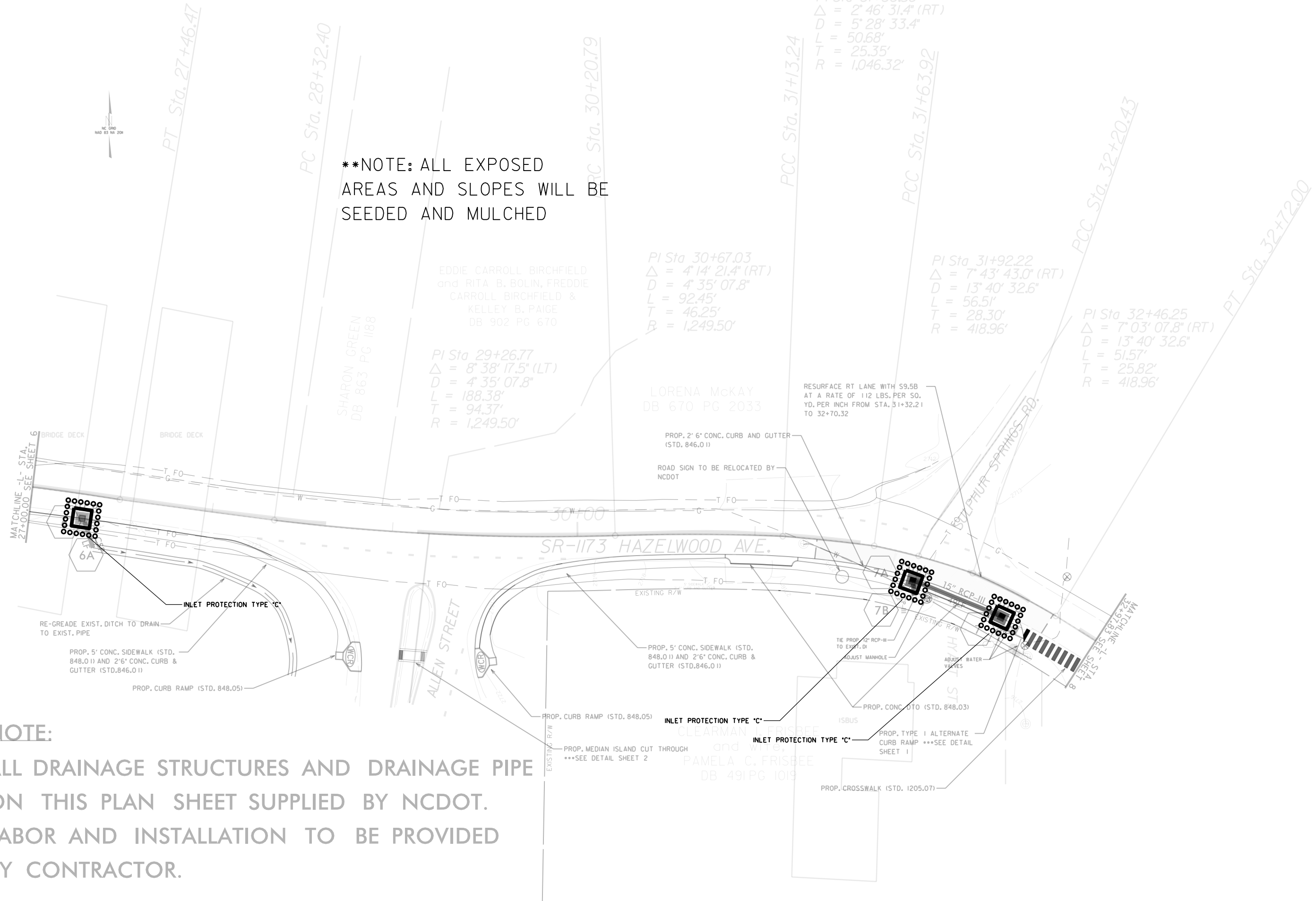
PI Sta 31+38.58
 $\Delta = 2^{\circ} 46' 31.4" (RT)$
 $D = 5^{\circ} 28' 33.4"$
 $L = 50.68'$
 $T = 25.35'$
 $R = 1,046.32'$

PI Sta 30+67.03
 $\Delta = 4^{\circ} 14' 21.4" (RT)$
 $D = 4^{\circ} 35' 07.8"$
 $L = 92.45'$
 $T = 46.25'$
 $R = 1,249.50'$

PI Sta 31+92.22
 $\Delta = 7^{\circ} 43' 43.0" (RT)$
 $D = 13^{\circ} 40' 32.6"$
 $L = 56.51'$
 $T = 28.30'$
 $R = 418.96'$

PI Sta 32+46.25
 $\Delta = 7^{\circ} 03' 07.8" (RT)$
 $D = 13^{\circ} 40' 32.6"$
 $L = 51.57'$
 $T = 25.82'$
 $R = 418.96'$

PI Sta 29+26.77
 $\Delta = 8^{\circ} 38' 17.5" (LT)$
 $D = 4^{\circ} 35' 07.8"$
 $L = 188.38'$
 $T = 94.37'$
 $R = 1,249.50'$



***NOTE:**
ALL DRAINAGE STRUCTURES AND DRAINAGE PIPE ON THIS PLAN SHEET SUPPLIED BY NCDOT. LABOR AND INSTALLATION TO BE PROVIDED BY CONTRACTOR.

RESURFACE RT LANE WITH S9.5B AT A RATE OF 112 LBS. PER SQ. YD. PER INCH FROM STA. 31+32.21 TO 32+70.32

PROP. 2' 6" CONC. CURB AND GUTTER (STD. 846.01)

ROAD SIGN TO BE RELOCATED BY NCDOT

PROP. 5' CONC. SIDEWALK (STD. 848.01) AND 2' 6" CONC. CURB & GUTTER (STD. 846.01)

PROP. 5' CONC. SIDEWALK (STD. 848.01) AND 2' 6" CONC. CURB & GUTTER (STD. 846.01)

PROP. CURB RAMP (STD. 848.05)

PROP. CURB RAMP (STD. 848.05)

PROP. MEDIAN ISLAND CUT THROUGH ***SEE DETAIL SHEET 2

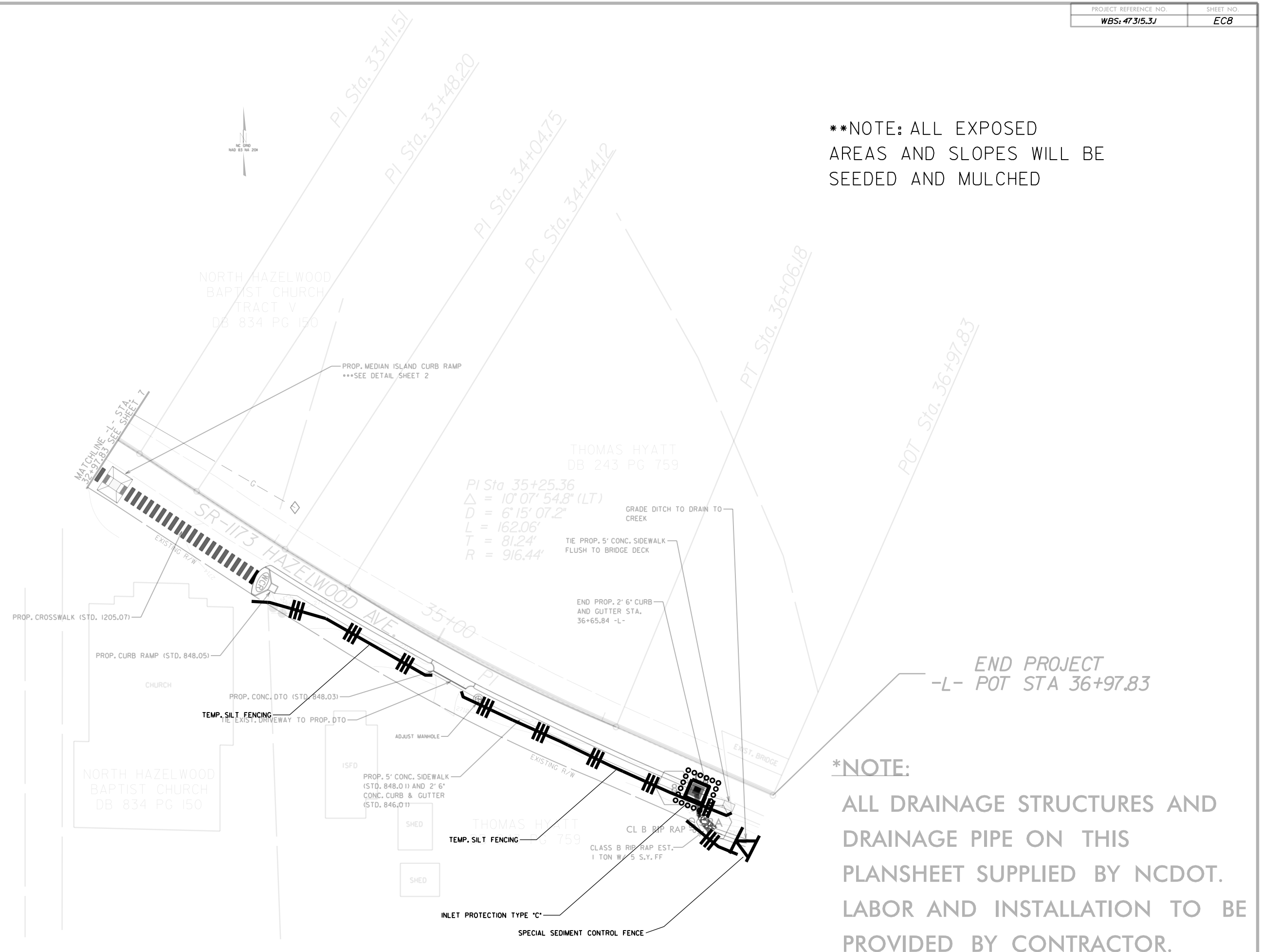
PROP. CONC. DTO (STD. 848.03)

PROP. TYPE I ALTERNATE CURB RAMP ***SEE DETAIL SHEET 1

PROP. CROSSWALK (STD. 1205.07)



****NOTE:** ALL EXPOSED AREAS AND SLOPES WILL BE SEEDED AND MULCHED



***NOTE:**
ALL DRAINAGE STRUCTURES AND DRAINAGE PIPE ON THIS PLANSHEET SUPPLIED BY NCDOT. LABOR AND INSTALLATION TO BE PROVIDED BY CONTRACTOR.

EB-5859

| | Total Funding | Expenditures | Comments |
|-----------------------|----------------|--------------|---|
| PE | \$ 12,000.00 | \$ 4,521.01 | |
| Construction | \$ 70,600.00 | \$ 32,922.02 | Project let without Federal provisions and was cancelled. |
| | Estimate | | |
| Construction | \$ 405,377.00 | | \$26,261 amount in bridge project |
| Construction Admin | \$ 60,806.55 | | |
| Original Estimate | \$ 125,000.00 | | |
| Paid by Town of Wayne | \$ 25,000.00 | | |
| Total Estimated Cost | \$ 477,365.58 | | Amount does not include \$26,261 in bridge project |
| 80% STBDGA | \$ 381,892.46 | | \$ 281,892.46 needed from MPO |
| 20% Local | \$ 95,473.12 | | |
| Original Agreement | \$ (25,000.00) | | |
| Local Match Balance | \$ 70,473.12 | | estimated due June 2021 |

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION**

Meeting Date: November 12, 2019

SUBJECT: Federal Highway Funding for the Greenway Feasibility Study: Recreation Park to the Waynesville Industrial Park and Lake Junaluska Trail Connection.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B4
Department: Development Services
Contact: Elizabeth Teague, Development Services Director
Presenter: Elizabeth Teague, Development Services Director

BRIEF SUMMARY: The Town applied for and received approval for this greenway feasibility study in July, 2017 as part of the French Broad River Metropolitan Planning Organization Direct Allocation process of Strategic Prioritization of Transportation Improvements from Federal Highway Funds. This project will provide planning and limited preliminary engineering for continuing the Town's Greenway from Recreation Park northward to the property the Town purchased along Woodland Drive and including the proposed bridge from Recreation Park across Richland Creek. The goal of the project is to connect a new greenway alignment all the way from Recreation Park to the existing trail that runs from Lake Junaluska to the Waynesville Industrial Park.

MOTION FOR CONSIDERATION:

1. Motion to proceed with the Greenway Feasibility Study.
2. Motion to approve a Budget Amendment in the amount of \$72,000.

FUNDING SOURCE/IMPACT:

This project \$14,400 was approved in 2017 when match was allocated in the 2017-18 fiscal year. Delays in the release of Highway Funds however, delayed the project moving forward and the match funds were not spent.

ATTACHMENTS:

1. Interlocal Agreement
2. Project Area Map
3. Budget Amendment

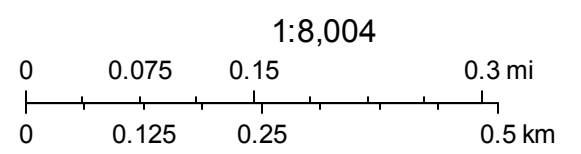
MANAGER'S COMMENTS AND RECOMMENDATIONS: This project fulfills another

high priority of the 2010 Comprehensive Pedestrian Plan, continuing greenway trail planning to the north from Recreation Park and encompassing the new property that the Town purchased from the Schulhofer's.

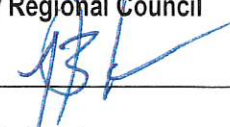
Haywood County



May 24, 2019



Land of Sky Regional Council Award Notice

| | |
|---|---|
| Type of Award: <input checked="" type="checkbox"/> Sub-Award <input type="checkbox"/> Purchase of Goods & Service | Contract No: New: 20-034 Modification: N/A |
| Awardee | Land of Sky Regional Council |
| Town of Waynesville 9 South Main Street Waynesville, NC 28786 | Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806 |
| 1. TIN/EIN: 56-6001367 | 2. DUNS: 142300289 |
| 3. Proposal/Project Title: Waynesville Recreation Center to High Tech Center Greenway Feasibility Study | 4. Source of Funding: Prime Sponsor: FHWA Federal Aid Number: (DA) PL-00PL (58) CFDA: 20.205 Federal Provisions Applicable: <input checked="" type="checkbox"/> <i>[if marked, complete attached Certification Forms in compliance with 2 CFR Part 200]</i> |
| Congressional Districts: Awardee: NC 11 Awardee Performance Area: NC 11 | 5. Funding Information/Period of Performance: |
| | a. Amount Funded this Action: \$57,600 |
| | b. Amount Cost Share: \$14,400 |
| | c. Total Funds: \$72,000 |
| | d. Start Date: October 1, 2019 |
| | e. End Date: June 30, 2022 |
| <i>Each signatory below certifies that they are authorized to execute legally binding commitments on behalf of their named party.</i> | |
| Awardee Signature: _____ Name: Title: Date: _____ | Land of Sky Regional Council Signature:  Name: Justin Hembree Title: Executive Director Date: 9.24.19 |

INTERLOCAL MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this October 1, 2019 by and between Land of Sky Regional Council, hereinafter called the "Council", and Town of Waynesville, hereinafter called the "Town":

WITNESSETH

WHEREAS, the Council operates to provide planning and technical assistance to local governments and for region-wide projects in Region B as empowered by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972.; and

WHEREAS, this Interlocal Cooperation Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Town requests that the Council provide technical assistance as detailed below; and

NOW, THEREFORE, the Council and the Town mutually agree to the following:

1. Employment and Scope of Work

The Town hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work as described in the "Scope of Services" below.

a. BACKGROUND AND PURPOSE

The Council is the Lead Planning Agency (LPA) for the French Broad River Metropolitan Planning Organization (FBRMPO). The Town is a member of the French Broad River Metropolitan Planning Organization (FBRMPO), and one of the local governments who have entered into agreements with other members of the FBRMPO ("member governments") and the Governor of the State of North Carolina regarding the authority conferred to the FBRMPO to make transportation planning decisions regarding the region covered by the French Broad River MPO.

The French Broad River MPO, in an ongoing manner authorizes transportation planning projects including the one referenced in this agreement. Federal transportation funds (Federal MPO "PL" funds) provide no more than 80% of the total cost of projects authorized by the FBRMPO, while local governments provide at least 20% of the total cost ("the local match").

Certain projects authorized by the FBRMPO benefit a larger regional area, whereas others benefit just a particular county or municipality, such as the Town; both types of projects are outlined in the Unified Planning Work Program (UPWP) adopted by the French Broad River MPO Board on an annual basis. The French Broad River MPO FY 2020 UPWP includes a Special Studies line item for Waynesville Recreation Center to High Tech Center Greenway Feasibility Study, as a sub-grant to the Town of Waynesville in the amount of \$72,000, with an applicable CFDA# for this sub-grant 20.205. The FBRMPO UPWP for FY 2020 allocates STBG funds flexed over to MPO PL funds for the special studies including Waynesville Recreation Center to High Tech Center Greenway Feasibility Study.

**INTERLOCAL AGREEMENT – Town of Waynesville Recreation Center to High Tech Center
Greenway Feasibility Study**

Furthermore, the Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina. The Town shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal and local governments which may in any manner affect the performance of this Contract.

2. Length of Contract

The Council shall ensure that all services required herein shall be undertaken and completed in such sequence as to assure expeditious completion of the purposes of this Contract with a completion date of **June 30, 2022**.

3. Compensation and Method of Payment

The Town agrees to set aside the required match, \$14,400, for the Local Government portion of the project. Further, the Town agrees to be responsible for reimbursing the contractor working on the study for 100% of the cost, and requesting reimbursement for 80% PL funds portion from the Council. The amount of the aforementioned Project has been approved for funding by the Local Government in the amounts of:

\$72,000 total cost of Waynesville Recreation Center to High Tech Center Greenway Feasibility Study
\$57,600 federal PL funds
\$14,400 local funds provided by the Town

a. Budget

The Town agrees to provide local matching funds for the Project requested by the Town and approved by the FBRMPO. The Town agrees to fund a portion of FBRMPO approved Project cost as agreed upon and approved by the FBRMPO in the amounts approved by the Town.

b. Payment

The Council will reimburse the Town for the federal portion of the Project cost on a quarterly basis, upon submission of a request for reimbursement for the Project by the Town with the necessary supporting documentation attached. Requests for reimbursement for this study must be submitted to the Council no later than 15 days following the end of the quarter for the first three quarters, and no later than 5 days following the end of the fourth quarter (July 5) in order to avoid delays in reimbursement. The Council will then submit a request for reimbursement to NCDOT. The Council retains the right to postpone reimbursement to the Town for the Project until after receiving reimbursement from NCDOT.

The following supporting documentation will be required from the Town when requesting reimbursement:

- Copies of payment documents substantiating payment for professional services on the Project (check stubs or vouchers and paid invoices including documentation/invoices from the prime- and sub-contractors)
- An invoice from the Town to the Council stating the period of time for the Project and total expenditures, local match supplied by the Town, and total federal portion to be reimbursed by the Council

including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Town or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

9. E-Verify Provision

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Town named below, and the Local Government's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

10. Attachments

The following attachments are made a part of this agreement by this reference:

- a. Exhibit A: Contract Provisions Certification Form (UG 2CFR 200 Federal Procurement Requirements)
- b. Exhibit B: NCDOT Use of Planning (PL) and STP-DA Funds for Planning Activities Agreement
- c. Exhibit C: NCDOT Agreement for Land of Sky Regional Council to be the Lead Planning Agency

11. Federal Funds

The Town shall make all necessary inquiries to correctly identify the source of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II** (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Contract # 20-034

LAND OF SKY REGIONAL COUNCIL
VENDOR/AWARDEE CERTIFICATION FORMS

Waynesville Greenway
Feasibility Study

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by LOSRC for any contract resulting from this procurement process.

(A) Procurement Standards. Codified at 2 CFR Subpart D (200.317-326) When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

Pursuant to Federal Rule (A) above, when federal funds are expended by LOSRC, LOSRC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by LOSRC, LOSRC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(C) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (C) above, when federal funds are expended by LOSRC, LOSRC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. LOSRC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if LOSRC believes, in its sole discretion that it is in the best interest of LOSRC to do so. The vendor will be compensated for work performed and accepted and goods accepted by LOSRC as of the termination date if the contract is terminated for convenience of LOSRC. Any award under this procurement process is not exclusive and LOSRC reserves the right to purchase goods and services from other vendors when it is in the best interest of LOSRC.

(D) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the

award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by LOSRC, the vendor certifies that during the term of an award for all contracts by LOSRC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by LOSRC, the vendor certifies that during the term of an award for all contracts by LOSRC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by LOSRC, the vendor certifies that during the term of an award for all contracts by LOSRC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by LOSRC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by LOSRC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by LOSRC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Ordinance No. O-19-19

Amendment No 8 to the 2019-2020 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2019-2020 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2019-2020 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

| | | |
|---------------|-------------------|-------------|
| 103350-433163 | Federal MPO Funds | \$57,600.00 |
| 103900-493992 | Fund Balance App. | \$14,400.00 |

| | |
|-------------------------------------|-------------|
| Total General Fund revenue increase | \$72,000.00 |
|-------------------------------------|-------------|

Increase the following appropriations:

Planning Professional Services

| | | |
|---------------|-----------------------|-------------|
| 104910-521990 | Professional Services | \$72,000.00 |
|---------------|-----------------------|-------------|

| | |
|---|-------------|
| Total General Fund appropriation increase | \$72,000.00 |
|---|-------------|

Adopted this 12th day of November 2019.

Town of Waynesville

Gavin A Brown
Mayor

Attest:

Eddie Ward
Town Clerk

Approved As To Form:

Bill Cannon
Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: November 12, 2019

SUBJECT: Budget Amendment for contractual services – Stormwater Management Plan

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B5
Department: Finance
Contact: Ben Turnmire, Finance Director
Presenter: Ben Turnmire, Finance Director

BRIEF SUMMARY:

The proposed amendment of \$12,000 is needed to fund a contract with “Haywood Waterways” to update the Stormwater Management Plan.

MOTIONS FOR CONSIDERATION:

1. To approve a budget amendment to the FY 2020 budget ordinance in order to update the Stormwater Management Plan.

FUNDING SOURCE/IMPACT: This project will use Fund Balance to be allocated to the General Fund.

ATTACHMENTS:

- Budget Amendment

MANAGER’S COMMENTS AND RECOMMENDATIONS: Recommend approval

Ordinance No. O-18-19

Amendment No. 7 to The 2019-2020 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2019-2020 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2019-2020 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

| | | |
|---------------------------|---------------|----------|
| Appropriated Fund Balance | 103900-493992 | \$12,000 |
|---------------------------|---------------|----------|

| | | |
|-------------------------------------|--|----------|
| Total General Fund revenue increase | | \$12,000 |
|-------------------------------------|--|----------|

Increase the following appropriations:

| | | |
|--|---------------|----------|
| Planning Prof. Services/Consultant Fees | 104510-545400 | \$12,000 |
|--|---------------|----------|

| | | |
|---|--|----------|
| Total General Fund appropriation increase | | \$12,000 |
|---|--|----------|

Adopted this 12th day of November 2019.

Town of Waynesville

Gavin A Brown
Mayor

Attest:

Eddie Ward
Town Clerk

Approved As To Form:

William E Cannon Jr
Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 11/12/19

SUBJECT: Approval of Contract for Design, Permitting, Bidding and Construction Administration for renovation of waste treatment plant.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C6
Department: Administration
Contact: Rob Hites, Town Manager
Presenter: Rob Hites

BRIEF SUMMARY: Once an architectural or engineering firm has been selected on a qualification basis to perform a design service the next step is to approve a contract to provide the services. The staff advertised an RFP for engineering design for the waste treatment plant and conducted interviews of the applicants. The Board chose McGill and Associates as their engineer for the project. McGill has submitted a “lump sum” contract that includes design, permitting through the State, bidding, negotiating a construction contract, on-site construction supervision and closeout. We anticipate the entire process taking approximately four years. Construction of the plant itself will take 18-24 months. I prefer lump sum contracts to ensure that the design of the plant does not determine the fees for the design architect or engineer. The design will commence when the Engineering Report and Special Order of Consent have been finalized by the Department of Environmental our funding is in place. A breakout of the four-year contract is as follows:

Final Engineering Report (ER)/ Environmental Information Document (EID)
\$ 35,000
Design of Construction Documents/Review of Plans by State and Permitting
\$1,232,200
Pre-Qualification of Contractors, Bidding and Award of Bid (Approved by Town Board)
\$ 25,000
Construction Observation and Contract Administration
\$ 467,100
Post Construction Phase, (Closeout of Contract), 1 year warranty observation
\$ 10,000
Total:
\$1,769,300

MOTION FOR CONSIDERATION: Mr. Cannon has reviewed the contract that was submitted by McGill and Associates and recommends several changes. I have included his memo outlining his changes and recommend that you approve the contract subject to Mr. Cannon’s approval.

FUNDING SOURCE/IMPACT: Either State Revolving Loan or USDA (reimbursement is made after construction is complete)

ATTACHMENTS: Contract, Comments by Bill Cannon on the proposed contract

MANAGER'S COMMENTS AND RECOMMENDATIONS: The contract McGill is proposing has a large bottom line, but it covers all the engineering work necessary to bring the plant from the preliminary engineering phase through closeout of the completed facility approximately four years from now. As with any design contract most of the work is involved with preparing the construction documents, submitting them to the Division of Environmental Infrastructure (DEI) in Raleigh for review, negotiating changes requested by the State and receiving a building permit for the project from DEI. This usually takes at least a year. The next phase is putting the project out for pre-qualification of bidders. The project is advertised, and contractors submit their credentials to the Engineer to ensure that the bidders have the experience to carry out the project. The Construction Administration phase is the actual construction of the plant. McGill proposes to have a construction inspector on-site most of the time to ensure that the work is carried out according to the plans and the general contractor carries out the project in such a way that the plant can continue to operate. The inspector will have weekly meetings with the plant staff, the contractor, design engineer and Town Engineer.

During these meetings minutes will be kept. The work schedule for the week will be discussed as well as any problems that may arise that need to be ironed out. The construction inspector will keep a daily log of his observations including weather events and site conditions. It is not unusual for a representative of the State to attend some of these meetings. When the plant is placed in service it takes at least a month for the biological process to take hold. The inspector and design engineer will monitor the "shake down period" to insure the plant will operate as designed. Over the next twelve months the engineer will work closely with the plant staff to ensure that the pumps, motors, heaters, valves, computers etc. are functioning and if not work with staff to have them repaired or replaced.

While the total four-year contract is large it represents approximately 9% of the total project cost. The State Revolving Loan will be available as a source of funding.

Should the Board choose not to contract with McGill and Associates for any reason you would formally turn down the contract and ask that it be renegotiated or reject it altogether and instruct the staff to begin negotiation with the next most qualified firm. The staff would bring a proposed contract with the second firm to the Board and determine if it meets their approval.

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** dated the 17th day of September 2019, is made and entered into by and between the Town of Waynesville (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the project entitled **Design and Construction Administration Service for Wastewater Treatment Plant Improvements**.

WHEREAS, the ENGINEER desires to provide professional engineering services as required to complete the project in accordance with this agreement.

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

PURPOSE/SCOPE

The Preliminary Engineering Report (PER) entitled "Wastewater Treatment Plant Improvements" was completed in August 2019. The Town desires to move forward with securing funding, plant improvements design, permitting, bidding and construction of those components identified in the Preliminary Engineering Report. This agreement for Engineering Services outlines the task associated with the project.

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.
- 1.3 The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from governmental authorities having jurisdiction over the project, if such permits are required, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by him in association with this agreement.

SECTION 2 - BASIC SERVICES

2.1 PRELIMINARY PLANNING AND DESIGN

- 2.1.1 Meet with town staff and the wastewater treatment plant (WWTP) operational staff to review all previously completed Preliminary Engineering Report (PER) completed within the past 12-month period and refine the scope of the WWTP upgrade project as mutually agreed following review of the subject PER.
- 2.1.2 Prepare an Engineer's Report (ER)/Environmental Information Document (EID) per Division of Water Infrastructure (DWI) guidelines using the PER. It is assumed the project will be funded by a grant/loan from the North Carolina Division of Water Infrastructure.
- 2.1.3 Prepare a topographic survey of the wastewater treatment plant site including underground utilities and pipe systems which serve the WWTP, including invert elevations where feasible to secure. Prepare and update a boundary survey of the plant property including the adjacent property which may be considered for purchase as a part of the WWTP upgrade. The boundary survey of the wastewater treatment plant site may be used by the Town in easement acquisition and/or property acquisition. Assistance with easement or property acquisition is not included.

2.2 WASTEWATER TREATMENT PLANT DESIGN AND PERMITTING

- 2.2.1 Prepare a complete set of bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, surveying, and coordination for all construction sequencing of the project as determined in an initial scoping meeting and as detailed in the Preliminary Engineering Report (PER) for "Wastewater Treatment Plant Improvements".
- 2.2.2 Review all the design documents as described above with the OWNER for comments and approval throughout the design process. This shall include a 60% design submittal, 90% design submittal and the final 100% design submittal.
- 2.2.3 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. The following approvals/permits are assumed to be required for the project as defined in the PER. Any additional permitting beyond this due to unforeseen regulatory requirements or changes in project scope would be considered additional services.
- NC Division of Water Resources – NPDES Authorization to Construct
 - NC Division of Water Resources (as lead agency) – Environmental Assessment/Finding of No Significant Impact (Note that it is assumed that an Environmental Impact Statement (EIS) will not be required. Should one be required this would be considered additional services.)
 - NC Division of Land Quality – Erosion Control Permit
 - Town of Waynesville – Land Development Permit and Commercial Building Permit
 - Haywood County – Preliminary Review of Building permit. Note that the construction contractor will be responsible for securing any building permits.
- 2.2.4 Coordinate any subsurface and/or geotechnical investigations or similar types of testing and analysis needed for proper design within the initial scope of the project. These costs included in the fee stipulated in Section 6 with a maximum allowance of \$20,000. Any cost over this allowance will be deemed as additional services.
- 2.2.5 Coordinate and provide the provision of any structural design for proper design within the initial scope of the project.

- 2.2.6 Coordinate and provide the provision of any architectural design for proper design within the initial scope of the project.
- 2.2.7 Prepare and submit to the OWNER an updated project cost estimate based upon the final design drawings and documents. Based upon the revised cost estimate advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs.
- 2.2.8 Furnish copies of the final design documents as required to accomplish the design phase.

2.3 BIDDING AND AWARD

- 2.3.1 Assist the OWNER in advertising the project for competitive bids. This agreement assumes the project will be bid in one contract.
- 2.3.2 Assist the OWNER with the evaluation and pre-qualification of treatment equipment to be included in the WWTP upgrade. If approved by the appropriate funding agencies assist the Owner with the procurement of selected treatment equipment to be provided to the Contractor for installation.
- 2.3.3 Assist the OWNER with scheduling and facilitating a pre-bid conference for prospective bidders. Prepare minutes for the pre-bid meetings and distribute to prospective bidders.
- 2.3.4 On behalf of the OWNER respond to prospective bidders' questions and prepare project addenda as necessary.
- 2.3.5 Assist the OWNER with receiving, opening and evaluating bids for the project.
- 2.3.6 On behalf of the Owner provide information to the funding agency as to the bids received, acceptability of bidders/contractors, subcontractors, and equipment suppliers and respond to questions from the funding agency.
- 2.3.7 Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, equipment suppliers and make recommendations as to the lowest responsive, responsible bidder for each contract
- 2.3.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.9 Schedule preconstruction conferences with the OWNER, Contractors, ENGINEER and all other applicable parties to assure discussion of all matters related to the project.

2.4 CONSTRUCTION PHASE AND ADMINISTRATION

- 2.4.1 Provide project observation to monitor the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and notify owner of work failing to conform to the Contract Documents. This agreement is based on a total construction time of 550 days. Field observation will be provided by a single construction field representative who will be assigned to the project full time over the course of the project.
- 2.4.2 Prepare project work change directives, field work directives and change orders as required to facilitate the construction of the project. If required provide special inspection or testing of the work if necessary.

- 2.4.3 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.4.4 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his/her knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
- 2.4.5 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to each Contractor.

2.5 POST-CONSTRUCTION PHASE

- 2.5.1 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished.
- 2.5.2 Provide or make available all project files and information to effect project closeout.
- 2.5.3 Assist the OWNER in assuring that the one (1) year warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or OWNER's schedule.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities or persons necessary for satisfactory construction of the project.
- 3.4 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.
- 3.5 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.
- 3.6 If after submission of all required elements for the Environmental Assessment/Finding of No Significant Impact, NCWRC determines that an Environmental Impact Statement or additional studies are needed, these may require additional services Any environmental investigations, surveys, or studies required by other agencies not specifically described in the Basic Services may require additional services.

SECTION 4 - OWNER'S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to its requirements for the project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous documents and any other data relative to evaluation, design and construction of the project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, railroad and road right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.
- 4.5 Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.
- 4.6 Examine all sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
- 4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.
- 4.10 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with design, project bidding, construction and post construction phase services outlined in the previous sections and so authorized.
- 5.2 If the project is delayed significantly for reasons, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation. It is expressly understood by all parties to the agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2, lump sum amounts for the project as follows:

| | |
|---|--------------------|
| ER/EID | \$35,000 |
| Design and Permitting Phase Services: | \$1,232,200 |
| Pre-Qualification, Bidding and Award Phase Services: | \$25,000 |
| Construction Phase and Administration Services: | \$467,100 |
| Post Construction Phase Services: | \$10,000 |

6.2 PAYMENT FOR ADDITIONAL SERVICES

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

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for all services rendered under this agreement.

6.4 GENERAL

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

6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER because of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of his ~~reasonable estimate of the~~ portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.

6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER..

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to this paragraph 7.1.1 shall not limit the OWNER's right to pursue any legal or equitable remedy for damages available under the law.

7.2 OWNERSHIPHIP OF DOCUMENTS

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

7.3 OPINIONS OF PROBABLE COST

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

7.4 INSURANCE AND CLAIMS

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

7.5 SUCCESSORS AND ASSIGNS

- 7.5.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this agreement without the written consent of

the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 ENTIRE AGREEMENT

~~7.6.1 This agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented or modified by a duly executed written instrument.~~

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

ATTEST:

McGILL ASSOCIATES, P.A.

By: M. Keith Webb

M. KEITH WEBB
Vice President

TOWN OF WAYNESVILLE

ATTEST:

By: _____

Rob Hites
Town Manager

Rob Hites

From: Bill Cannon <bcannon@cannonlawpc.net>
Sent: Tuesday, October 22, 2019 11:28 AM
To: Rob Hites
Cc: Amie Owens
Subject: RE: Design, Bidding and Construction Administration Contract for Sewer Plant

Rob,

I have the following comments on the McGill contract for the new treatment plant.

1. Section 6.4.2 The reference in the second sentence to payment being made based upon McGill's reasonable estimate of the stage of completion needs to be changed. Either remove "his reasonable estimate of" or add a sentence immediately following this sentence to read "In the event that OWNER disagrees with the estimate, OWNER and ENGINEER shall select a third party, acceptable to both parties, to determine the amount to be paid for services completed prior to termination." This prevents the Town from having no recourse if the estimate is too high.
2. Section 7.1.1 I am having a hard time understanding this language. It allows termination on 30 days' notice but says that the Engineer may remedy a failure or violation and avoid termination. That would not make sense if the termination is due to the Town finding the project inadvisable or impossible to continue (not likely). The following language should also be added: "The Town shall exercise its best efforts to obtain annual appropriations to meet each payment required under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time, without penalty, in the event of non-appropriation of funds for payment of the Town's obligations under this Agreement."
3. Section 7.2.1 Everything after "copies of other documents" in the second sentence should be deleted. I have no problem with McGill keeping their original estimates, specifications, field notes and data but we should not be limited in our use of prints and drawings and copies of other documents provided to us. There is no problem in agreeing that we will not sell the documents.
4. Section 7.6.1 Please delete and replace with the following: A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the OWNER unless the Town Manager signs it for the OWNER. This contract contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.
5. The following standard clauses should be added to the Agreement, preferably in Section 7:

No Pledge of Faith or Delegation of Powers

No provision of this Agreement will be construed or interpreted as creating a pledge of the faith and credit of the OWNER within the meaning of any constitutional debt limitation.

The parties acknowledge that the scope, term and duration of this Agreement are in all events reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the OWNER within the meaning of the North Carolina Constitution.

No Lien, etc.

No provision of this Agreement will be construed to pledge or to create a lien on any class or source of the OWNER's moneys, nor will any provision of the Agreement restrict to any extent prohibited by law any action or right of action on the part of any future Board of Aldermen of the OWNER. To the extent of any conflict between this provision and any other language of this Agreement, this section or paragraph, this provision shall take priority.

CHOICE OF LAW AND FORUM

This Agreement shall be deemed made in Waynesville, Haywood County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Haywood County. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

The parties expressly acknowledge that the OWNER is an entity covered by N.C.G.S. Chapter 132, the Public Records Act, N.C.G.S. 132-1.1 regarding "confidential information." **The OWNER will not be liable in damages for the disclosure of any information that is a public record or when such disclosure is pursuant to the order of a court of competent jurisdiction.**

Bill

CANNON LAW, P.C.

William E. Cannon, Jr.

www.cannonlawpc.net

Telephone **Fax**
(828) 456-4800 (828) 456-8700

Send all mail to:
Post Office Box 207
Waynesville, NC 28786

The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this

Ordinance No. 20-20

WWTP Improvements Project Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville wishes to establish a capital projects fund to account for the WWTP Improvements.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the following project ordinance is hereby adopted:

Section 1. The following sources of resources are anticipated to be available to complete this project:

| | | |
|-------------------------|---------------|--------------|
| Other financing Sources | | |
| Loan Proceeds | 233900-493990 | \$19,400,000 |
| | | <hr/> |
| Total Revenues | | \$19,400,000 |

Section 2. The following amounts are appropriated for expenditures of this project:

| | | |
|---------------------------|---------------|--------------|
| Expenditures | | |
| Engineering/Pro. Services | 234260-521990 | \$1,770,000 |
| Equipment | 234260-545500 | \$500,000 |
| Land Purchase | 234260-545100 | \$500,000 |
| Construction | 234260-545900 | \$15,630,000 |
| Contingency | 234260-596200 | \$1,000,000 |
| | | <hr/> |
| Total Appropriations | | \$19,400,000 |

Section 3. Funds may be advanced from the General Fund for the purpose of making payments due. Reimbursements requests should be made to the lender agency in an orderly and timely manner.

Section 4. The budget officer may approve transfers of appropriations, including transfers from the contingency, without prior approval of the Board of Aldermen. Any transfers of appropriation will be reported by the budget officer to the Board of Aldermen at their next regular meeting.

Section 5. This Fund will be abolished when all obligations to contractors and vendors are completed. Any resources remaining will be transferred to the Sewer Capital Reserve Fund.

Adopted this 12th day of November 2019.

Town of Waynesville

Gavin A. Brown, Mayor

Attest:

Eddie Ward, Town Clerk

Approved As To Form:

William Cannon, Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 11/12/19

SUBJECT: Approve a design alternative for the de-humidification unit at the Recreation Center

AGENDA INFORMATION:

Agenda Location: Manager's Report
Item Number: C7
Department: Administration
Contact: Rob Hites, Town Manager
Presenter: **Rob Hites, Town Manager**

BRIEF SUMMARY: The de-humidification unit at the Rec. Center has not functioned for seven years. The excess humidity is beginning to cause corrosion in the roof joists and discomfort to the patrons. Mr. Langston commissioned a study of the repair and or replacement of the dehumidification unit. The engineer outlined three alternatives for the Town's consideration.

- Option#1. Replace the unit in place. The unit is located on the second floor of the recreation center. It fills an entire room. In order to replace it the old unit it must be cut into pieces and removed via a hole in the roof. The new unit would also have to be installed through a hole in the roof and installed in pieces. Estimated cost \$570,200 plus \$42,000 in Engineering Fees
- Option #2. Replace the unit with one mounted on the roof. This would also require a hole to be cut in the roof as well as steel support beams installed to bear the weight of the unit on the roof. The old unit would be disconnected and remain in place. Estimated cost \$510,900 with \$37,900 in engineering fees.
- Option #3. Install a new unit on the ground next to an existing condenser unit in the rear of the building. The unit would connect to the existing duct work in the building by running a duct system up the side of the building and through existing penetrations in the roof. Estimated cost \$499,000 plus \$37,000 in engineering fees.

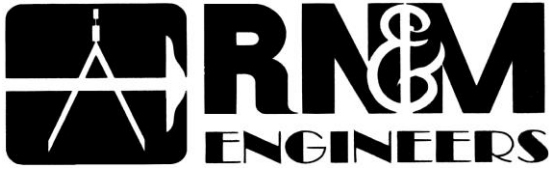
I asked a second company for their opinion. They stated that placing two units on the ground in the rear of the building was the best option. The units would be connected to existing duct work through two existing windows in the pool area. Having two units would permit one to be operating if the second goes out of service. Their estimate is \$500,000 including engineering fees.

MOTION FOR CONSIDERATION: Approve the option of placing the dehumidification unit on the ground and use the design-build method of bidding.

FUNDING SOURCE/IMPACT: Loan from the Electric Fund

ATTACHMENTS: Engineering Study and cost estimate.

MANAGER'S COMMENTS AND RECOMMENDATIONS: The most expensive component of this job is the dehumidification unit itself. The company will specify the size of the unit and it will be fabricated off site. The onsite work will entail duct work, penetration of the building and electrical service. This appears to be a good candidate for a design-build project. We should save on the cost of the project by having the mechanical engineer working with the contractor to design the most efficient system. The Town will receive statements of qualifications from qualified firms and the Board will select a firm based solely on qualification and experience. The Town will negotiate a "lump sum" contract for the project and the Board will approve that contract. This project will be a "formal bid" which will require a 100% bid bond and adherence to the Town's "Minority Business Enterprise" resolutions.



Reece, Noland & McElrath, Inc.

94 Main Street / Canton, NC 28716
Phone: 828-492-0677 / Fax: 828-492-1054
MAIL@RNM-ENGINEERS.COM

June 29, 2018

Mr. Luke Kinsland
Aquatics Supervisor
Waynesville Parks & Recreation
550 Vance Street
Waynesville, NC 28786

Re: Waynesville Recreation Center
Natatorium Dehumidification Unit
Replacement Study

Dear Luke,

Per your request, RNM has performed an engineering study to evaluate the issues and options for replacement of the existing Dectron dehumidification unit that serves your indoor pool facility. The existing Dectron unit installed with the initial construction of the facility has failed, and the natatorium currently has no space conditioning. Measures have been taken to increase outdoor air ventilation in the facility attempt to offset this, but the results of no dehumidification are causing significant problems with rust and user discomfort. Structural components, finishes, systems, etc. are at a high risk of damage and eventual failure if the high humidity conditions are not addressed. Pool dehumidification units (particularly one this large) are complex pieces of equipment, thus it has been a worthwhile endeavor to study the possible options for replacement prior to making the large expenditure.

The first step in our evaluation process was to compare the design criteria used for the initial design back in 1998 to current standards. We compared the current design criteria published by the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) to that in place currently, as well as evaluating the original design against current North Carolina Building Code ventilation requirements. We determined that the design criteria has not changed significantly and that the replacement unit should be of similar capacity and capability as the original unit. The design of air distribution within the natatorium is also in line with current criteria, thus there should be no reason to rework this. The one exception is the current recommendation from ASHRAE to provide some exhaust air down close to the pool surface to facilitate the removal of chloramines. This was previously addressed after construction with the addition of exhaust fans down low on the outside walls, and should be sufficient moving forward. Therefore we have proceeded with the study on the basis of replacing the unit with one of similar capacities and capabilities, and we are not recommending any changes to the air distribution system within the natatorium.

We have analyzed the potential options for replacing the existing Dectron unit including consultations with two equipment manufacturers (Dectron and Desert Aire), and have developed three reasonable possibilities as follows:

1. Direct Replacement of the Present Unit.: This option is challenging due to the large physical size of the present indoor unit located in the upper level mechanical room. It would require cutting the existing unit up into pieces for removal and installing the new unit in sections. There is not a clear path thru the building to take out the old and bring in the new sections, therefore it appears most reasonable to create an opening in the roof to remove the old unit and insert the new unit through. We have had conversations with a local contractor and a commercial roofing contractor to get an idea of the logistics and cost impacts of this approach. It would require removal of the steel truss roof structure over a portion of the existing unit to create an adequate sized opening to insert the largest section of the new unit, and adding steel framing to compensate for removal of the existing structure. A structural engineer would need to design these revisions to the roof structure. Roof decking, insulation, and roofing would be cut out to create the roof opening and a roof curb installed around the perimeter of the opening. A removable curb cap would be installed over the opening to allow access for removal and reinstallation. A large crane would be required to remove the old unit and install the sections of the new unit. The outdoor portion of the new unit would be located on the ground in the same location as the existing outdoor condenser.

Though this option is the most expensive, it has some advantages. The majority of the required service is on the indoor portion and thus could be done indoors out of the weather. This option has less visual impact on the exterior of the facility than the outdoor unit options outlined below. Though the other options outlined below utilize totally outdoor units which are designed for exterior conditions, indoor units are generally expected to last longer. We confirmed with one of the manufacturers (Dectron) that providing the unit in sections would be more expensive than a one piece unit. They would also insist on sending a technician down from the factory to supervise the assembly of the sections on site and test the assembled unit in place. Also contractor labor to assemble the unit in place would be eliminated.

2. Installation of the New Unit on the Roof: With this option the new unit would be installed on the roof directly above the location of the existing indoor unit. Since the existing roof structure would not have been designed to accommodate the weight of the unit on the roof, steel columns would have to be added from the mechanical room floor up through the roof to support the unit on a structural frame above the roof. This option would also require the services of a structural engineer to design this support system. New ductwork, piping, and electrical would be installed through the roof to connect the new unit to the services in the mechanical room. Roof penetrations for the utilities as well as steel columns penetrating the roof membrane would have to be sealed by a roofing contractor. A large crane would be required to set the new unit on the roof. The ground mounted condenser portion of the unit would be replaced in its current location.

This option would be less expensive than option #1 as the new unit would be provided in one section. However this option would have significant visual impact to the exterior of the Recreation Center as the large unit on the steel frame on the roof would probably

extend a minimum of 12 feet above the roof surface, making it very visible from Howell Mill Road, and likely from the front of the Center as well. Also service of the unit would have to be done on the roof which is undesirable, particularly in adverse weather conditions.

3. Installation of the New Unit on the Ground: With this option a similar unit to that in option #2 would be installed on the ground in the area that the current outdoor condenser unit is located. New ductwork would be installed up the side of the building, then across the roof dropping down into the building above the mechanical room connecting to the existing ductwork serving the natatorium. Duct penetrations would require roof curbs, but existing mechanical penetrations of the roof might be able to be utilized. The ductwork up the side of the building could be shrouded with a material matching the exterior wall to minimize the visual impact. Utilities for the new unit would be routed into the pool equipment room and then overhead in the building to the main lower level mechanical room. This option would require a crane to lift the unit off a flat bed truck and set it in place on the ground. Different manufacturers offer this unit in one single package, though Dectron and Desert Air units would still have a separate condenser unit located on the ground as well.

This option should be the least expensive as it allows the unit to arrive in a single package and has very minimal structural impact on the building. Also the crane required to set the new unit would be much smaller. Depending on the final configuration of the unit selected however, some relocation of existing elements on the ground will likely be required. Most likely the drive way around the back of the building will have to be shifted a bit to clear the new unit. We anticipate this will be less costly than the structural work required for options #1 and #2. Though this option still has the disadvantage of having to service the unit outside the building, it should be much more convenient on the ground behind the facility than on the roof. Finally, the exterior aesthetics in this location on the ground should be much less disruptive than on the roof, though not as desirable as with option #1.

Budget cost estimates for all three options are included as an attachment to this letter.

All three of the options outlined above have advantages and disadvantages, so you will want to consider all three to decide which you feel is the best approach for the Town of Waynesville. That said, we would recommend Option #3 as the best compromise of advantages and disadvantages in our opinion.

Finally, given the complexity of this project and the fact that you will likely expend \$500,000 to \$600,000, we would strongly encourage you to utilize the services of an engineering firm to provide design and construction administration services for the project. We would love to provide these services for you, but understand that you may choose to go another route. I have included an estimate of our engineering fees for each option in the attachment to this letter, and could provide you a more detailed proposal outlining our scope of services for whichever option you choose.

Thank you very much for allowing RNM Engineers to provide this study for you. Please don't hesitate to call or email with any questions or concerns. We would be happy to sit down with you to review the options in more detail.

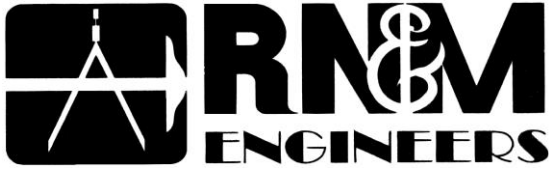
Very truly yours,

REECE, NOLAND, & McELRATH, INC.

A handwritten signature in black ink, appearing to read "Stephen C. Kaufman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Stephen C. Kaufman, P.E.

Enclosure



Reece, Noland & McElrath, Inc.

94 Main Street / Canton, NC 28716
Phone: 828-492-0677 / Fax: 828-492-1054
MAIL@RNM-ENGINEERS.COM

Waynesville Recreation Center Natatorium Dehumidification Unit Replacement Budget Estimates of Construction Costs

June 29, 2018

Option #1 – Direct Replacement of the Present Unit

| | |
|--|------------------|
| New Unit Cost: | \$260,000 |
| Unit shipped in sections with factory supervision of assembly on site. | |
| Unit Installation Cost: | \$120,000 |
| Mechanical/Electrical labor, materials, etc. | |
| Structural work/Roofing/Crane Rental Cost: | \$100,000 |
| Suggested Contingency (10%): | \$48,000 |
| Design Fee: | \$42,200 |
| Including structural and roofing design | |
| Total: | \$570,200 |

Option #2 – Installation of the New unit on the Roof

| | |
|--|------------------|
| New Unit Cost: | \$230,000 |
| Unit Installation Cost: | \$120,000 |
| Mechanical/Electrical labor, materials, etc. | |
| Structural work/Roofing/Crane Rental Cost: | \$80,000 |
| Suggested Contingency (10%): | \$43,000 |
| Design Fee: | \$37,900 |
| Including structural and roofing design | |
| Total: | \$510,900 |

Option #3 – Installation of the New unit on the Ground

| | |
|---|-------------------------|
| New Unit Cost: | \$230,000 |
| Unit Installation Cost: Mechanical/Electrical labor, materials, etc. | \$140,000 |
| Site work-relocations/Roofing/Crane Rental Cost: | \$50,000 |
| Suggested Contingency (10%): | \$42,000 |
| Design Fee: Including structural and site design | \$37,000 |
| Total: | <u>\$499,000</u> |

Note: Cost estimates above are preliminary in nature for budgeting purposes only. Actual bid numbers will vary depending on the final design, as well as bid climate at the time. Costs are currently escalating rapidly due to labor shortages and rapidly increasing material costs.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 11/12/19**

SUBJECT: Received a request from Matt Haynes of Giles Chemical to install traffic calming devices on Commerce Street

AGENDA INFORMATION:

Agenda Location: Public Comment
Item Number: E8
Department: Administration
Contact: Rob Hites, Town Manager
Presenter: Rob Hites, Town Manager

BRIEF SUMMARY: Employees of Giles Chemical have nearly been hit by vehicles as they cross Commerce Street to dump debris in their dumpsters and service their equipment. There has been an increase in traffic volume and speed as Frog Level becomes a more popular destination. Matt Haynes manager of Giles Chemical requests that the Board permit the Town staff and Giles to design and construct appropriate traffic calming devices on Commerce to slow traffic as it passes by the plant.

MOTION FOR CONSIDERATION: Permit the staff to work on a design to bring back to the new Board for consideration in concert with the staff's presentation of a proposed policy regarding traffic calming devices.

FUNDING SOURCE/IMPACT: Cost will be determined by the design. Any traffic calming devices funding in part or wholly by the Town would be funded through the Street Maintenance/ General Fund.

ATTACHMENTS:

- Mr. Haynes email requesting to be on the agenda

MANAGER'S COMMENTS AND RECOMMENDATIONS: I am very sympathetic with Mr. Haynes issue. As Waynesville has become a more popular attraction traffic has increased in volume and speed in Frog Level, Downtown and Hazelwood. The Town has received several requests for traffic calming devices. When the Board approves their first set of devices others will ask that the Board consider their requests. I recommend that the Board authorize Mr. Gregg to work with Mr. Haynes on a specific design that would be suitable for the area and it be considered along with several others in accordance with a policy the Board will adopt. As we have discussed, traffic calming devices are effective at slowing traffic, but they also have drawbacks. One of the main issues we face is dealing with snow removal. Another is the vibration of large vehicles when they bounce off the device. As we move into the traffic calming business we should do so with a clear vision of the pros and cons of traffic calming devices. Since the new board will have to live with the policy, I recommend that they adopt it.