



## Town of Waynesville, NC

### Board of Aldermen Regular Meeting

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

Date: May 11, 2021 Time: 6:00 p.m.

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

#### A. CALL TO ORDER - Mayor Gary Caldwell

##### 1. Welcome/Calendar/Announcements

#### B. PUBLIC COMMENT

#### C. **CONSENT AGENDA:** *All items below are routine by the Board of Aldermen and will be enacted by one motion.*

*There will be no separate discussion on these items unless a Board member so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.*

- i. Adoption of minutes of the April 27<sup>th</sup>, 2021 regular meeting
- ii. Budget Amendment for IT infrastructure Improvement Plan
- iii. Approval of Special Event Permits – Power of Pink

**Motion: To approve the Consent Agenda as presented.**

#### D. PRESENTATION

##### 2. Citizen petition to the Board involving the Cemetery Ordinance

- Randy Mathis

#### E. NEW BUSINESS

##### 3. Vehicle Purchase from General Fund

- Lt. Chris Chandler

**Motion: To approve the purchase of six vehicles for the Waynesville Police Department from the general fund during the FY 2020/21 budget cycle.**

4. Grant Project Ordinance establishing a Special Revenue Fund to account for grant revenues and related expenditures, including funds to be received under the American Rescue Plan Act of 2021 (ARP).

- Autumn Lyvers, Finance Director

***Motion: To adopt the attached Grant Project Ordinance: 1) authorizing the Finance Director to set up a special revenue fund to account for multiyear grant activity and***

***2) appropriating \$220,000 of ARP funds for the purchase of previously deferred capital – police vehicles.***

5. Janitorial Services

- Jesse Fowler, Assistant Town Manager

***Motion: To accept Stratus Building Solutions proposal upon contract review by the Town Attorney in the event that HyTech Professional Cleaning refuses the offer of a 2-year contract.***

6. Public Services Parking Lot

- Jeff Stines, Public Services Director

***Motion: To use existing surplus of funds (\$55,025.00) from Public Facilities (814260-545900) to repave/stripe the Employee parking lot at Public Services.***

7. Seeking approval from the Board of Aldermen for the design of the new playground equipment from the Waynesville Kiwanis in the Tot Lot area of the Kiwanis Playground in Recreation Park

- Rhett Langston, Parks and Recreation Director

***Motion: To approve the design.***

#### **F. COMMUNICATIONS FROM STAFF**

Manager's Report

- Town Manager Rob Hites

8. Report on HB 412- Maggie Valley Occupancy Tax

9. Lease for Armory Parking Lot

***Motion: Approve the lease.***

10. Town Attorney Report

- Town Attorney William Cannon

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

May 11, 2021

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**G. COMMUNICATIONS FROM THE MAYOR AND BOARD**

**H. ADJOURN**



# TOWN OF WAYNESVILLE

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

## CALENDAR May 2021

2021	
<b>Sunday May 16</b>	<b>Drug Epidemic Awareness Walk – Main Street – 2:00 pm</b>
<b>Tuesday May 25</b>	Board of Aldermen Meeting – Regular Session
<b>Saturday May 29</b>	Rockin Block Party – Main Street - 7:00 pm
<b>Monday May 31</b> <b>Memorial Day</b>	Town Offices Closed
<b>Saturday June 5</b>	Oasis Shriners Spring Ceremonial Parade – 2:00 pm
<b>Tuesday June 8</b>	Board of Aldermen Meeting – Regular Session
<b>Saturday June 19</b>	Smokies Black Bear Fest – Main Street – 10:00 am
<b>Tuesday June 22</b>	Board of Aldermen Meeting – Regular Session
<b>Friday June 25</b>	Friday Night Street Dance – Main Street – 6:30
<b>Saturday July 3</b>	Stars & Stripes Kids Patriotic Parade – Main Street – 11:00 am
<b>Monday July 5</b>	Town Offices Closed – Independence Day
<b>Friday July 9</b>	Friday Night Street Dance – Main Street – 6:30
<b>Tuesday July 13</b>	Board of Aldermen Meeting – Regular Session
<b>Friday July 23</b>	Folkmoot Parade – Main Street – 4:30 pm
<b>Friday July 23</b>	Friday Night Street Dance – Main Street – 6:30 pm
<b>Saturday July 24</b>	International Day – Main Street – 10:00 am
<b>Tuesday July 27</b>	Board of Aldermen Meeting – Regular Session
<b>Friday August 6</b>	Friday Night Street Dance – Main Street – 6:30
<b>Tuesday August 10</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday August 24</b>	Board of Aldermen Meeting – Regular Session
<b>Monday September 4</b> <b>Labor Day</b>	Town Offices Closed
<b>Tuesday September 14</b>	Board of Aldermen Meeting – Regular Session
<b>Saturday September 18</b>	Fall Rockin Block Party – Main Street – 7:00 pm
<b>Friday September 24</b>	Friday Night Street Dance – Main Street – 6:30
<b>Tuesday September 28</b>	Board of Aldermen Meeting – Regular Session
<b>Saturday October 9</b>	38 <sup>th</sup> Annual Church Street Art & Crafts – Main Street – 10:00 am
<b>Tuesday October 12</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday October 26</b>	Board of Aldermen Meeting – Regular Session
<b>Saturday October 30</b>	Treats on the Street – Main Street – 5:00 pm
<b>Tuesday November 9</b>	Board of Aldermen Meeting – Regular Session
<b>Thursday November 11</b> <b>Veterans Day</b>	Town Offices Closed
<b>Tuesday November 23</b>	Board of Alderman Meeting- Regular Session
<b>Thursday &amp; Friday</b> <b>November 25 &amp; 26</b>	Town Offices Closed - Thanksgiving
<b>Friday December 3</b>	Waynesville Christmas Tree Lighting – Main Street - 6:00 pm
<b>Monday December 6</b>	Waynesville Christmas Parade – Main Street - 6:00 pm



<b>Saturday December 11</b>	Night Before Christmas – Main Street – 6:00 p.
<b>Tuesday December 14</b>	Board of Aldermen Meeting – Regular Session
<b>December 23, 24 &amp; 27th</b>	Town Closed – Christmas Holidays

## Board and Commission Meetings – May 2021

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ABC Board	ABC Office – 52 Dayco Drive	<b>May 18</b> 3 <sup>rd</sup> Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	<b>May 4</b> 1 <sup>st</sup> Tuesday 5:30 PM
Downtown Waynesville Association	UCB Board Room – 165 North Main	<b>May 27</b> 4 <sup>th</sup> Thursday 12 Noon
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	<b>Meets as needed</b> <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	<b>May 5</b> 1 <sup>st</sup> Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	<b>May 17</b> 3 <sup>rd</sup> Monday 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	<b>May 13</b> 2 <sup>nd</sup> Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	<b>May 19</b> 3 <sup>rd</sup> Wednesday 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	<b>May 11</b> 2 <sup>nd</sup> Tuesday 3:30 PM

# MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN

## Regular Meeting

April 27, 2021

**THE WAYNESVILLE BOARD OF ALDERMEN** held a regular meeting on Tuesday, April 27, 2021 at 6:00 p.m. in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

### A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:05 pm with the following members present:

Mayor Gary Caldwell  
Mayor Pro Tem Julia Freeman  
Alderman Anthony Sutton  
Alderman Jon Feichter  
Alderman Chuck Dickson

The following staff members were present:

Rob Hites, Town Manager  
Jesse Fowler, Assistant Town Manager  
Eddie Ward, Town Clerk  
Brittany Angel, HR Specialist  
Town Attorney William E Cannon, Jr.  
Elizabeth Teague, Development Services Director  
Jeff Stines, Public Services Director  
Autumn Lyvers, Finance Director  
David Adams, Police Chief

The following media representatives were present:

Becky Johnson, The Mountaineer  
Cory Valliancort, Smoky Mountain News

#### 1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and reminded the board about the upcoming Rolls Royce Parking on Main Street starting at 11:30 am, and the Ramp Festival on May 2<sup>nd</sup>.

#### 2. Adoption of Minutes

***A motion was made by Alderman Anthony Sutton, seconded by Alderman Jon Feichter, to approve the minutes of the Board of Aldermen regular meeting held on April 13, 2021 as presented. The motion carried unanimously.***

### B. PUBLIC COMMENT

Town Attorney William E Cannon, Jr. asked if anyone had public comments.

Lisa Overhultz  
26 Davis Lane  
Waynesville, NC 28786

Ms. Overhultz thanked Mayor Caldwell, Alderman Chuck Dickson, Alderman Jon Feichter, and Chief David Adams for helping with the cleanups. She encouraged the other Aldermen and the public to attend the next clean up which will be held on Saturday May 1<sup>st</sup>. The group will be cleaning under the bridge on Russ Avenue.

**Eric Overhultz  
26 Davis Lane  
Waynesville, NC 28786**

Mr. Overhultz echoed the statements of his wife. He thanked the Aldermen for coming out to the cleanups. He said he is seeing positive results from the trash pickup. He asked the Board to visit under the Russ Avenue Bridge and said this was a distressed urban area, and the Town has a real challenge in cleaning in that area. He thanked Alderman Anthony Sutton for sending the Russ Avenue widening study to him. He would like to see the Town send out reports occasionally about what is happening with that project.

**Peggy Hannah  
268 Hemlock St  
Waynesville, NC 28786**

Ms. Hannah thanked the Board for their Participation in the clean up and encouraged the others to help as well. She thanked the Building Inspectors and Mr. Tom Maguire for the work they do. She told the Board to talk to Code Enforcement officers and tell them they are appreciated.

Ms. Hannah said she had been in contact with Blue Ridge Southern Railroad about the times the train will be coming through on Saturday while they are cleaning under the bridge.

Ms. Hannah encouraged the Board to talk to the merchants about prosecuting any loiters around their businesses, because we need to be proactive not reactive.

She expressed concerns about people returning to Pathways after six months, and about the meals that they are serving in the evening. She told the Board that the people would work with them if the Board worked with the citizens.

Mayor Caldwell asked Manager Rob Hites to coordinate with Public Services, and the Railroad for help with the clean up under the bridge.

## **C. PROCLAMATIONS**

### **3. National Public Works Week**

Mayor Gary Caldwell read a proclamation for National Public Works Week (May 16-22). He extended much appreciation to our Public Works Department for the vital service they perform each day for the citizens of the Town of Waynesville. He presented the Proclamation Public Services Director Jeff Stines. Mayor Caldwell told Mr. Stines that the Board appreciated all the work that the Public Services Department employees do.

## D. PRESENTATIONS

3. Draft Final Report for compensation & classification study from Mercer Group
  - Phillip Robertson, Mercer Group by phone

Mr. Phillip Robertson explained that there are two major parts of the Compensation and Classification Study that is being conducted by the Mercer Group. He said that a paygrade had been established using a questionnaire and interview process. Every position is allocated a total point score to rank positions into pay grades. Benchmark positions are positions contained in the Town's classification system for which adequate marker matches can be found. Organizations compatible to Waynesville's market were surveyed to determine the minimum and maximum compensation for each benchmark position. A pay plan can be developed to include all positions. From there, an implementation cost is formed by looking at current salaries, and if a salary is below the new recommended salary for a pay grade, it is determined how much it would cost to bring that salary up.

Mr. Robertson told the Board that the total cost to implement the new pay structure, that is to move employees whose current salary is below their new minimum for their pay grade is \$227,053.84. This amount does not include fringe benefits and will change regarding possible updated employee salaries, on-going staff changes, annualized salaries for part time positions and other factors.

Manager Hites reiterated that this was only step one which is bringing employees who do not make the minimum pay up to the new minimum. Step two will involve long term employees moving them to their range.

***A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to approve the final draft report for compensation and classification study from the Mercer Group in the amount of \$227,053.84. The motion carried unanimously.***

## E. PUBLIC HEARING

Town Attorney Bill Cannon opened the Public Hearing at 6:35 pm and asked if anyone wished to speak.

4. Public Hearing on a Conditional District Rezoning request at 104 Locust Drive
  - Development Services Director, Elizabeth Teague

Elizabeth Teague, Development Services Director explained that this is a request for a Conditional District designation to accommodate flexibility in site plan requirements within the Plott Creek Neighborhood Residential (PC-NR) District. This will allow 60 new rental units to be built. She explained that the project is not for residents in assisted living or in residential care facilities, but the units will at be 80% of AMI for independent residents of 55 and older. At their regularly scheduled meeting on April 19, 2021, the Planning Board recommended approval of the application with the conditions of: compliance with sidewalk and landscaping requirements; flexibility in the design and calculation of civic space; allowance for parking to be wholly in the front of the building; and the addition of a Type A Buffer on the southern boundary of the project to remediate potential impact to the adjacent neighborhood. In addition, and in response to public comments regarding the

condition of Locust Drive, the Planning Board is asking for the Town Board to consider paving improvements to Locust Drive in coordination with any driveway or infrastructure work associated with the project.

Ms. Teague stated that Mills Construction, who specializes in multi-family and affordable housing developments in North Carolina, is requesting the Conditional District Rezoning to accommodate the 60-unit structure. They plan to apply for Low Income Housing Tax Credits and have expressed interest in the Town's affordable housing incentive program to assist with development costs.

Ms. Teague presented an in-depth staff report explaining zoning and Comprehensive Plan consistency, dimensional requirements, building design, infrastructure, environmental standards, civic space, landscape, parking, lighting, and signage. She told the Board that staff believes that the proposed Master Plan and Conditional District is consistent as written in the 2035 Plan to the benefit of the development and the Town specifically.

**Bobby Funk  
Mills Construction**

Mr. Bobby Funk addressed the Board and presented details about the Hazelwood Bluff project. He said the Conditional District Request, if approved, would allow parking at the front of the building. Mills Construction Company has recently completed construction in other North Carolina areas, and has taken care to integrate seamlessly in the existing neighborhood with no negative impacts to surrounding neighbors, traffic, or utilities capacity.

Mr. Funk explained that the units will be affordable to households earning up to 80% of Area Median Income. A market study indicates there is a demand of 581 units and this proposed development would capture only 10.3% of current demand. This project would create a range of housing opportunities and choices for safe and affordable housing with one- and two-bedroom units along with community spaces within the three-story building. He referred the Board to a Power Point presentation and answered questions they had.

Town Attorney Bill Cannon closed the Public Hearing at 7:16 pm.

Consistency Statement and Motions are included in these minutes.

In addition, the Planning Board committed to forward concerns of several neighborhood residents who attended the public hearing expressing consistent and serious concerns related to the condition of Locust Drive, not relevant to the Hazelwood Bluffs project itself. The Planning Board requests that these concerns be communicated to the Town of Waynesville Public Works Department on behalf of these citizens, specifically:

- The fact that Locust Street is very narrow and not safe to use as a pedestrian sidewalk.
- There is substantial damage from prior public works construction that has left one side damaged and not safely drivable.
- Drivers who "miss" the entrance ramp to the Expressway end up on Locus Street and there is no signage stating that there is no outlet and no turn-around beyond the commercial driveways.

- Indian Motorcycles is reported to "test drive" vehicles up Locust Street sometimes leaving "burnt rubber" marks in the street.
- There is no continuation of sidewalks to give safe passage to families and children toward the school.

By this memo, the Planning Board wish to inform the Board of Aldermen of these citizens' concerns and requests for roadway improvements and signage to improve the above conditions.

5. Public Hearing to "solicit input from the residents and property owners as to the needs of the service district prior to the contract" (160A-536 d1 (1)).
  - Town Manager Rob Hites

Town Attorney Bill Cannon opened the meeting at 7:20 pm. and asked if anyone wished to speak.

**Teresa Pennington  
15 North Main Street  
Waynesville, NC 28786**

Ms. Pennington stated that she was representing the Downtown Waynesville Association and thanked the Board for allowing her to speak. She said she had been on the DWA Board for 34 years. Town of Waynesville has been a Main Street City since 1986 and have received accreditation every year. Ms. Pennington highlighted several events that the Downtown Waynesville Association has accomplished and told the Board about several current and future events the DWA is involved in.

**Kirk Kirkpatrick  
37 Branner Avenue  
Waynesville, NC 28786**

Mr. Kirk Kirkpatrick said that he felt like the needs of the Town was to have someone with establishment, and the DWA has been here for 30 years. He said that according to the statues, the Town could take on the DWA or contract a private entity. It will be important for who ever take over the DWA to obtain specific direction from the Town Board. He said that at this point he feels that that input is needed, and on an annual basis provide information showing what has been accomplished in a year. Mr. Kirkpatrick told the Board that he is in favor of the DWA, but he feels that there needs to be guidance from the Town.

**Loralei Garnes  
50 South Main Street  
Waynesville, NC 28786**

Ms. Garnes is a digital marketing specialist who works with small businesses and has worked with the DWA Executive Director Buffy Phillips many times. She said the DWA seeks to attract, retain, and earn people's businesses. She feels that the DWA has done this very well for many years and moving forward she can offer free consultation to downtown business owners, and DWA. She hopes the DWA can continue moving forward attracting small businesses to Main Street.

**Jeremiah Smith**  
**240 North Main Street**  
**Waynesville, NC 28786**

Mr. Smith said he felt like it was a very short timeline to receive quality responses from bidders. He explained to the Board that the success metrics needs to be defined in detail in the RFP that is sent out. Mr. Smith had questions concerning the existing budget and the funding for the 501C status.

**Mike Coble**  
**62 North Main Street**  
**Waynesville, NC 28786**

Mr. Coble owns several businesses in the Town, and he expressed his concerns that he does not see a clear direction or transparency regarding the DWA. He is in support of a bid process and he feels that a lot more can be done with the money that the DWA has. Mr. Coble gave examples including the painting on Wall Street. He said he appreciates the DWA and they have done a good job in the past, but a fresh approach and direction needs to be taken now to make sure that financially businesses are taken care of downtown.

Town Attorney Bill Cannon closed the Public Hearing at 7:40 pm.

Alderman Chuck Dickson said that if anyone wished to provide written comments, to turn them in to the Town Clerk Eddie Ward at 16 South Main Street.

Alderman Anthony Sutton asked the staff to obtain minutes from the DWA meetings for the last five years so they can be included in the RFP.

***A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman to instruct staff on specific topics that should be included in Request for Proposals. The motion carried unanimously.***

6. Public Hearing for the expansion of Industry- Sonoco
  - Town Manager, Rob Hites

Town Attorney Bill Cannon opened the Public Hearing at 7:43 pm and asked if anyone wished to speak.

Town Manager Rob Hites explained that Sunoco has approached the Town and County to request economic expansion incentives to construct an additional production line. The new line will provide employment for fifteen employees at an average salary of \$17.63 per hour. He added that the Corporation will also provide health insurance and other benefits to the new employees.

Manager Hites referred the Board to a spread sheet showing two options for incentives based on the property taxes paid on the new equipment. The incentives are considered a "grant" not a "rebate". The additional property tax that an industry pays after an expansion is simply the "basis" for the incentive grant. The grant is to encourage the Company to invest \$2.6 million in new equipment that would depreciate over the five- year incentive period. He said that Based on the County's economic development policy, they would award Sunoco a 50% grant based on their projected ad valorem tax bill. The Town would offer an 80% grant based on their



policy. In addition to additional ad valorem taxes the Town would benefit from additional electric, water, and wastewater revenue.

Town Attorney Bill Cannon closed the Public Hearing at 7:50 pm.

***A motion was made by Alderman Jon Feichter, seconded by Alderman Anthony Sutton, to approve the grant of up to \$36,425.00 in five annual installments based on the Corporations Ad Valorem tax payments from input from Public "In Accordance with NC GS 158-7.1 and 7.2." The motion passed unanimously.***

## E. NEW BUSINESS

### 7. Adjusting part time pay

- Brittany Angel , HR Specialist

Ms. Brittany Angel, HR Specialist explained to the Board that part time salaries have not been raised in four years. She said that we are struggling to get applicants for full time and part time when other places are paying up to \$15.00 per hour. She presented the Board with a proposed adjustment to the part time salaries.

PART-TIME PAY ADJUSTMENTS					
	CURRENT CLASS MINIMUM	CURRENT CLASS MAXIMUM	PROPOSED CLASS MINIMUM	PROPOSED CLASS MAXIMUM	TOTAL ADJUSTMENT
<b>FIRE</b>					
Fire Fighter-PT	\$12.50	\$14.50	\$13.50	\$15.50	+ \$1.00/hour
<b>PARKS &amp; RECREATION</b>					
Child Care Aid	\$9.00	\$11.00	\$11.00	\$13.00	+ \$2.00/hour
Customer Service Rep-PT	\$9.00	\$11.00	\$11.00	\$13.00	+ \$2.00/hour
Fitness Instructor*	\$15.00	\$20.00	\$15.00	\$20.00	NO CHANGE
Lifeguard-PT	\$10.00	\$12.00	\$12.00	\$14.00	+ \$2.00/hour
Maintenance Worker-PT	\$10.00	\$12.00	\$11.00	\$13.00	+ \$1.00/hour
Recreation Aid - (Programs)	\$9.00	\$10.00	\$9.00	\$10.00	NO CHANGE
Referee	\$15.00	\$15.00	\$15.00	\$15.00	NO CHANGE
Scorekeeper	\$8.50	\$8.50	\$8.50	\$8.50	NO CHANGE
Summer Camp Assistant	\$9.00	\$10.00	\$10.00	\$11.00	+ \$1.00/hour
Lead Summer Camp Assistant	\$10.00	\$11.00	\$11.00	\$12.00	+ \$1.00/hour
Umpire	\$20.00	\$20.00	\$20.00	\$20.00	NO CHANGE
<b>POLICE</b>					
Crossing Guard	\$8.00	\$8.50	\$9.00	\$10.00	+ \$1.00(.50)/hour
Telecommunicator-PT	\$12.00	\$13.00	\$13.00	\$14.00	+ \$1.00/hour
Police Officer-PT	\$14.00	\$15.25	\$15.00	\$16.25	+ \$1.00/hour
<b>PUBLIC SERVICES</b>					
Maintenance Worker-Seasonal	\$10.00	\$11.00	\$11.00	\$12.00	+ \$1.00/hour
<b>ALL DEPARTMENTS OTHERWISE</b>					
Intern**	\$10.00	\$20.00	\$10.00	\$20.00	NO CHANGE
Retirees Returning to Work PT***	No Minimum	Calculated Rate	Calculated Rate	Calculated Rate	NO CHANGE

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

\* Fitness instructors shall be paid \$15/hr with the Town paying for certifications, or they may be paid up to \$20/hr upon recommendation by the Department Head if they pay for their own certifications

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

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

***A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to approve the proposed increase in part-time pay. The motion carried unanimously.***

### 8. Award of Janitorial Contract

- Julie Grasty, Asset Services Manager

Julie Grasty, Asset Services Manager, told the Board that in December of 2020 the Town had contracted with HyTech Professional Cleaning to provide Janitorial Services through May 15, 2021. An RFP was sent out to eight

firms and only one firm requested a walk-thru of Town facilities. Two bids were received on April 7, 2021 with HyTech being the lowest bidder.

Alderman Feichter asked Ms. Grasty if there had been any problems with HyTech. Ms. Grasty answered that there had been a few problems in the past, and that she had gone over with the owner what is expected of them.

Alderman Sutton asked if it would be possible to renew the contract for one year instead of two.

***A motion was made by Alderman Jon Feichter, seconded by Alderman Anthony Sutton, to award the Janitorial Contract to HyTech Professional Cleaning at an annual cost of \$62,328.00 with the contract ending June 30, 2022. The motion carried unanimously.***

9. Commercial Container/Garbage Truck(s)
- Jeff Stines, Public Services Director

Jeff Stines, Public Services Director, explained to the Board that the container trucks in our fleet are nearing the end of their service expectation. Mr. Stines is asking that because of the aging trucks, along with the decreasing number of commercial customers, to discontinue service to commercial dumpster customers and to sell the surplus of dumpsters, and two container trucks. He suggested giving the current customers until the new fiscal year to find another contractor to supply this service.

***A motion was made by Alderman Julie Freeman seconded by Alderman Jon Feichter to discontinue this service to the commercial dumpster customers that currently use this service and to sell the surplus of dumpsters we have as well as the two container trucks. Giving the current customers until the new FY to find another contractor to supply his service. The motion carried unanimously.***

## **F. COMMUNICATIONS FROM STAFF**

10. Manager's Report
- Assistant Town Manager, Jesse Fowler

Assistant Town Manager Jesse Fowler told the Board that in the past several weeks the Town has received many complaints concerning utility bills. These complaints were centered around the bills that were received in April for March consumption. He said that in February the hand-held radio-read devices malfunctioned, and to fix the issue the manufacturer Neptune was called. At that point we were told that the devices required a software update, and when installed, all read data for the month of February was deleted. To continue the billing process, the billing for electric was estimated and caused lower bills in February. Actual reads in March made up for the difference, resulting in much higher bills.

Assistant Manager Fowler said that over a 90-day period the bills are accurate, even though the high bills were shocking. He offered two solutions to help alleviate having to pay the high bills in one payment.

1. These bills are indeed calculated based on true readings of consumption. Because of this, we could still charge our electric customers the amount they paid for the same period in 2020, but we would divide the

difference between that bill and the 2021 bill over 6 months on top of their normal bills.

2. A second option is to charge every electric customer the price of the bill they paid in 2020. This will result in the Town forgiving the difference between the customer's 2020 bill and their 2021 bill. The cost of this forgiveness is approximately \$177,751. We are unsure if this option is legal because, per statute, a municipality is not allowed to forgive electric bills. To remain compliant, we would be required to pass a budget amendment from the General Fund Balance into the Electric Fund for that approximate amount of \$177,751. We will be in contact with our auditors to assess whether this option is legal.

Alderman Jon Feichter asked how confident we are in stating that only the February, March and April are the only months that have been affected by this malfunction. He stated that he would like to make 100% sure that there aren't any previous months that are incorrect.

Alderman Chuck Dickson stated he felt that the customers should be charged for exactly what they used and give customers a certain time frame to pay. First, apologize to the customer and then send a letter or some type of information to customers explaining what has happened with these bills.

Mayor Caldwell suggested that the meters be read manually for two months as well as with the handheld devices so people will feel comfortable with the readings that are input for electric.

Alderman Anthony Sutton said he would like to have an outside firm to conduct an audit of the system to make sure it is completely accurate.

***A motion was made by Alderman Anthony Sutton, seconded by Alderman Jon Feichter, to engage a third party to review electric bills. The motion carried unanimously.***

Manger Hites stated that in this year's budget they have several million dollars of capital requests that have been put aside for two years. He explained to the Board that the tax neutral rate is 41 and the current tax rate 49.57, and if he knew how much money the staff would be allowed to use of the 2.97 ARP money, that money could be used to offset capital purchases. He said he and Finance Director Autumn Lyvers need to know if some of the money can be used, they can complete this year's budget. The first part of this money (1.5 Million) will be available on May 11<sup>th</sup>, 2021 and the second allotment will be on May 2022. All the money needs to be spent by December 31, 2024.

There was much discussion about what items to spend the money on.

Finance Director Autumn Lyvers stated the printer equipment that is being used to print the "post card" type of utility bills is outdated and are constantly needing repair. She has been working with a third party to program a trifold utility bill using the data out of the current Munis system. They will print and mail the bills for the Town. Another advantage to this type of bill is that information can be printed on the back such as a newsletter.

***A motion was made by Alderman Anthony Sutton, seconded by Alderman Chuck Dickson, to convert to the new billing process for utility customers. The motion carried unanimously.***

11. Town Attorney Report

- William Cannon, Town Attorney

Town Attorney William Cannon had nothing to report.

**G. COMMUNICATIONS FROM THE MAYOR AND BOARD**

Alderman Feichter reminded everyone of the community wide clean up on Saturday May 1, 2021.

**H. CLOSED SESSION**

*A motion was made by Alderman Anthony Sutton seconded by Alderman Julia Freeman to enter closed session at 9:01 pm to preserve attorney client privilege and discuss with the Town Attorney matters concerning potential land acquisition under NCGS §143-318(a)(3) and matters concerning possible judicial action NCGS §143-318(11)(3). The motion carried unanimously.*

**I. OPEN SESSION**

*A motion was made by Alderman Anthony Sutton and Seconded by Alderman Chuck Dickson to return to open session at 9:33 pm. The motion carried unanimously.*

**J. CLOSED SESSION**

*A motion was made by Alderman Anthony Sutton and Seconded by Julia Freeman to enter closed session at 9:33 pm to preserve attorney client privilege and discuss with the Town Attorney matters concerning the purchase and improvement of property for the location of industry NC GS §158.7.1(b). The motion carried unanimously.*

**K. OPEN SESSION**

*A motion was made by Alderman Julia Freeman and seconded by Alderman Anthony Sutton to return to open session at 9:46 pm. The motion carried unanimously.*

*A motion was made by Alderman Anthony Sutton and seconded by Alderman Chuck Dickson for the Town of Waynesville to be included by name in the lawsuit between Tokio Marine HCC and Standard Coffee in order for Tokio Marine HCC to recoup the payments made for repairs to the Municipal Building.*

**I. ADJOURN**

*With no further business, a motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to adjourn the meeting at 9:48 pm. The motion carried unanimously.*

ATTEST:

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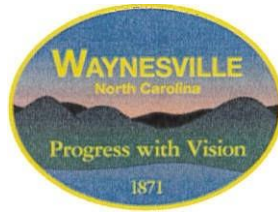
Gary Caldwell, Mayor

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Robert W. Hites, Town Manager

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Eddie Ward, Town Clerk



From: Town of Waynesville Board of Aldermen  
Date: April 27, 2021  
Subject: Text/Map Amendment Statement of Consistency  
Description: 104 Locust Drive Conditional District Amendment Request  
Multi-Family development site plan in the PC\_NR  
PIN 8605-52-8765

The consensus of the Board was to allow Alderman Chuck Dickson to abstain from the vote due to a financial interest in the project.

***Alderman Anthony Sutton made a motion, seconded by Alderman Jon Feichter, to adopt the following statement(s):***

***1. The zoning amendment application should be approved and is consistent with the Town's 2035 Comprehensive Plan and is reasonable and in the public interest because:***

- *The PC-NR district allows residential, multi-family, and the project is compliant with the density and dimensional requirements of the district, including setbacks, building height, stream buffer and the retention of pervious surface.*
- *The modification to allow parking in the front of the building is reasonable on this site because of its location adjacent to the right-of-way of 23/74 and businesses within the Hazelwood Business District which already have parking in the front, and to accommodate a port-cochere and handicapped accessible parking to meet the guidelines for funding for this type of housing; and*
- *The request for flexibility in the calculation and design of civic space is reasonable in consideration for a possible alternative surface of the access road and the future usage of older residents.*
- *The project is consistent with the 2035 Comprehensive Plan because this property is designated for high to medium density development on the Future Land Use Map, and is compatible with the Plan Goal #2 of "creating a range of housing opportunities and choices," and promoting "a diverse housing stock including market rate, workforce and affordable options that appeal to a variety of households.*

***2. The following requirements, conditions and modifications should be included in the ordinance to provide for orderly and flexible development under the general policies of the Land Development Standards and in accordance with LDS Section 15.15:***

- *Allow parking to be wholly within the front of the building as presented with the parking lot itself meeting all Town and State requirements for landscaping, accessible parking, and other parking lot design specifications.*

- *Allow flexibility in the design of civic space to provide the required 5% of total lot size.*
- *Require compliant sidewalk and street trees along the Locust Drive right-of-way with a connection to interior sidewalk serving the residents.*
- *Require a Type A Buffer along the southern boundary of the property, and to seek cooperation and guidance from Haywood Waterways to ensure the most advantageous buffer treatments along the streams.*

*The motion was approved unanimously by a vote of 4-0.*

*A motion was made by Alderman Jon Feichter, seconded by Alderman Julia Freeman to adopt the Conditional District Zoning Amendment Ordinance O-08-21 as presented. The motion passed 4-0.*

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 11, 2021**

**SUBJECT:** Citizen petition to the Board involving the Cemetery Ordinance

**AGENDA INFORMATION:**

**Agenda Location:** Presentations  
**Item Number:** D2  
**Department:** Administration  
**Contact:** Jesse Fowler, Assistant Town Manager  
**Presenter:** Randy Mathis

**BRIEF SUMMARY:**

Mr. Randy Mathis is petitioning the Board to allow him to return the shepherd's crook to his son's plot. This shepherd's crook had previously been tagged and removed by Town staff per the Cemetery Ordinance.

**MOTION FOR CONSIDERATION:**

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** N/A



**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 11, 2021**

**SUBJECT:**

Vehicle Purchase from General Fund

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** Leave Blank  
**Department:** Police Department  
**Contact:** Lt. Chris S. Chandler  
**Presenter:** Lt. Chris S. Chandler

**BRIEF SUMMARY:**

The Police Department is humbly requesting approval to purchase six vehicles from the general fund in the current FY 2020/21 budget cycle. Upon conversation with Town Manager Hites, the funding should be made available as a result of the American Rescue Plan. This vehicle purchase request has reached a critical need due to very expensive mechanical needs on several vehicles in the current fleet as well as the extremely short window of opportunity we face at being able to purchase current Police Package vehicles.


\*Please refer to **Attachment 1** for additional information.

**MOTION FOR CONSIDERATION:**

To approve the purchase of six vehicles for the Waynesville Police Department from the general fund during the FY 2020/21 budget cycle.

**Total Projected Cost: \$219,614.84**

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

	4/30/21
Finance Director	Date

**ATTACHMENTS:**

**Attachment 1:** Explanation of vehicles to be purchased and projected costs.

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

## **Attachment 1**

In an effort to be fully prepared for this possibility, a search for replacement vehicles was launched. Much to our dismay, the availability of police rated vehicles that can be purchased through the North Carolina Sheriffs' Association Vehicle and Motorcycle Procurement Program are very limited. In fact, the plan to purchase the Dodge Durango Pursuit vehicle is very dependent on being able to do so immediately. Conversations with multiple dealerships across the State revealed the only Durango's currently available are located on the lot at Ilderton Dodge. We were given a very short window of opportunity to purchase these vehicles because agencies across the State are encountering the same issues. If we miss this chance to purchase these Durango's now, it will be Spring 2022 before an order can even be placed, with no timetable of availability to actually purchase them. For that reason, we are asking approval to purchase 3 Dodge Durango Pursuit vehicles now.

\*Please note we were originally going to ask for only 2 Durango's at this time, but our unmarked Jeep Cherokee was involved in a traffic collision last week (not our fault) and will need to be replaced as well. We do not have the final decision from the Insurance Company at the time this agenda item is being prepared but we expect it to be totaled due to its age and high mileage.

We are also asking to purchase a Dodge Durango Charger Pursuit RWD to replace one of the two current Dodge Chargers that have recently been taken offline due to unreasonable repair costs for the age and condition of the vehicles. This decision was made upon the advice from Town Mechanic Johnny Mintz.

We are also requesting to replace two of the CID vehicles with this purchase. The Dodge Avenger we purchased many years ago has developed numerous mechanical issues and is in need to be taken offline according to Town Mechanic Mintz. We plan to replace this unmarked vehicle with a Ford Ranger XL Crew Cab 4x4 2.3 L EcoBoost. It is very important for the Narcotics Unit to be assigned vehicles that blend in well with our community for surveillance purposes, and in Haywood County you can't make a better choice than a small pickup truck.

The second CID vehicle we are asking to replace is the Chevrolet Tahoe originally purchased for the previous police chief. The vehicle has very high mileage and requires frequent repairs. We plan to replace this vehicle with a Ford Ranger XL Crew Cab 4x4 2.3 L EcoBoost. These vehicles were chosen because of their multi-purpose function ability and the lower price. The vehicle will be assigned to our current Firearms Instructor who frequently carries heavy loads best suited for an open bed truck.

The following pages contain the purchase details of each requested vehicle as well as the projected Patrol Ready Package.

<b>Item:</b>	<b>Sub-Total</b>	<b>Total</b>
<b>Dodge Durango Pursuit:</b>	<b>\$32,663.00 x3</b>	<b>\$97,989.00</b>
<b>Patrol Ready Package (Durango)</b>	<b>\$10,206.00 x3</b>	<b>\$30,618.00</b>
<b>Dodge Charger Pursuit RWD</b>	<b>\$25,172.00 x1</b>	<b>\$25,172.00</b>
<b>Patrol Ready Package (Charger)</b>	<b>\$8,230.00 x1</b>	<b>\$8,230.00</b>
<b>Ford Ranger XL Crew Cab 4x4</b>	<b>\$26,802.92 x2</b>	<b>\$53,605.84</b>
<b>CID Ready Package</b>	<b>\$2,000.00 x2</b>	<b>\$4,000.00</b>
	<b>TOTAL</b>	<b>\$219,614.84</b>

<b>Item:</b>	<b>Sub-Total</b>	<b>Total</b>
<b>Dodge Durango Pursuit:</b>	<b>\$32,663.00 x3</b>	<b>\$97,989.00</b>
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<b>CID Ready Package</b>	<b>\$2,000.00 x2</b>	<b>\$4,000.00</b>
	<b>TOTAL</b>	<b>\$219,614.84</b>

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 11, 2021**

**SUBJECT:** Grant Project Ordinance establishing a Special Revenue Fund to account for grant revenues and related expenditures, including funds to be received under the American Rescue Plan Act of 2021 (ARP).

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E4  
**Department:** Finance  
**Contact:** Autumn Lyvers, Finance Director  
**Presenter:** Autumn Lyvers, Finance Director

**BRIEF SUMMARY:**

On March 11, 2021, the federal American Rescue Plan Act of 2021 (ARP) became law. The Town of Waynesville is estimated to receive \$2,970,000 in ARP funds, with the first allocation of \$1,485,000 distributed by May 15, 2021. The second allocation of \$1,485,000 is expected to be distributed in May 2022. Eligible expenditures under ARP include:

- To respond to the public health emergency with respect to COVID-19 or its negative economic impacts
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the Town that are performing such essential work.
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
- To make necessary investments in water, sewer, or broadband infrastructure

The monies received under ARP must be fully expended by December 31, 2024. The Local Government Budget and Fiscal Control Act permits local governments to account for multi-year grant awards in a special revenue fund. Approval of the attached Grant Project Ordinance will allow for the ARP funds to be maintained outside of the General Fund in a special revenue fund. This will allow for more efficient reporting and tracking of grant revenues and expenditures.

The Town is still in the early stages of identifying uses of the ARP funds. One immediate need presented by Lt. Chandler is the need for police fleet vehicles. Approval of the attached Grant Project Ordinance will allow for these vehicles to be purchased from the new special revenue fund instead of the General Fund.

**MOTION FOR CONSIDERATION:**

To adopt the attached Grant Project Ordinance 1) authorizing the Finance Director to set up a special revenue fund to account for multiyear grant activity and 2) appropriating \$220,000 of ARP funds for the purchase of previously deferred capital – police vehicles.

**FUNDING SOURCE/IMPACT:**

No funding impact to the General Fund. Vehicles will be funded with federal ARP dollars.

  
Autumn Lyvers, Finance Director

5/4/2021

Date

**ATTACHMENTS:**

1. Grant Project Ordinance

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

Ordinance No O-09-21

Grant Project Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville wishes to establish a special revenue fund to account for multiyear grant awards.

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

Section 1. The following sources of grant funds are anticipated to be available:

Restricted Intergovernmental Revenue		
American Rescue Plan Act	273350-433010-23001	\$ 220,000
Total Revenues		<u>\$ 220,000</u>

Section 2. The following amounts are appropriated for authorized expenditures of the grant funds:

Police Department		
Vehicles	274310-545400	\$ 220,000
Total Appropriations		<u>\$ 220,000</u>

Section 3. The additional appropriation or closure of grant funds and expenditure authorizations will be submitted to the Board of Aldermen as an amendment to the Grant Project Ordinance.

Section 4. The budget officer may approve transfers of appropriations 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.

Adopted this 11th day of May 2021.

Town of Waynesville

\_\_\_\_\_  
J. Gary Caldwell  
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: May 11, 2021**

**SUBJECT:** Janitorial Services

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E5  
**Department:** Administration  
**Contact:** Jesse Fowler, Assistant Town Manager  
**Presenter:** Jesse Fowler, Assistant Town Manager

**BRIEF SUMMARY:**

At the direction of the Board, staff informed HyTech Professional Cleaning that we would prefer a 1-year contract. Upon notification, HyTech told staff that they would not be interested in a 1-year contract. We received one other proposal for janitorial services from Stratus Building Solutions for \$93,300 per year plus a one-time \$1,000 fee in order to bring our buildings up to their cleaning standards. Staff requests that the Board permit us to reapproach HyTech with a 2-year contract, if they refuse, then we ask the Board for permission to move forward with the proposal presented to us by Stratus building Solutions.

**MOTION FOR CONSIDERATION:**

Motion to accept Stratus Building Solutions proposal upon contract review by the Town Attorney in the event that HyTech Professional Cleaning refuses the offer of a 2-year contract.

**FUNDING SOURCE/IMPACT:**

Asset Services-Inside Facilities-Other Contractual Services -814260-534490 – (HyTech) \$62,328 annually OR (Stratus) \$93,000 annually plus an initial cleaning fee of \$1,000

	05/4/2021
Autumn Lyvers, Finance Director	Date

**ATTACHMENTS:**

1. Bid tabulation
2. Stratus Building Solutions Proposal

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**





**Town of Waynesville  
Bid Evaluation  
Janitorial Service for Public Buildings  
April 7, 2021**

<b>FACILITY</b>	<b>HyTech Professional Cleaning</b>	<b>Stratus Building Solutions</b>	<b>Cleannet of Charlotte Inc</b>	<b>Yu Ken Cut It</b>	<b>Quality Janitorial Group</b>	<b>Executive Cleaning</b>	<b>Asheville Cleaning Company</b>	<b>Affordable Cleaning</b>
<b>Municipal Building</b>	\$ 700.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Hazelwood/Finance</b>	\$ 700.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Town Hall/Police</b>	\$ 2,794.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Public Works</b>	\$ 1,000.00		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Per Month</b>	\$ 5,194.00	\$ 7,775.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Annual Cost</b>	\$ 62,328.00	\$ 93,300.00						

March 30, 2021

Julie,

I would like to thank you for the opportunity to provide you with our customized quotation for your cleaning needs. After thoroughly measuring the facility and listening carefully to your requirements *and* mixing in our professional knowledge of the industry, I think you'll find the cleaning program detailed and inclusive.

I'd like to take a bit more of your time to review with you Stratus Building Solutions and our Green Clean program. With cleaning for health at the forefront, we offer solutions that protect our natural resources and provide a healthier environment for your workplace by incorporating our processes, our equipment and our exclusive Stratus Green Seal Certified chemicals.

Our company is based upon the principle that cleaning is a profession. With this concept in mind, you will find that all of our services are carried out intelligently and consistently, and above all, with the highest standards of quality and safety in mind. All of our services receive personal attention and supervision from our dedicated and certified franchise owners. As an additional feature, you will also receive the benefit of our formal customer service program – wherein our building specialists will regularly analyze your facility in person, to ensure our quality standards are being firmly upheld and relieving you to attend to more pressing issues.

We sincerely hope that you will give us the chance to prove ourselves to you. We know that with our unique personality of **very competitive pricing** and a robust emphasis on **quality and reliability**, we will always be able to deliver exactly what we promise.

#### OUR COMMITMENT TO YOU

- A smooth, headache-free start-up.
- Our “*No Worries*” commitment means that you can always rely on any job we undertake being done on time, on budget and to the very highest standard, with great consistency.

#### OUR EXCLUSIVE GUARANTEE

If our clean is not up to your standards, it's FREE!

The cleaning program that was tailored specifically for you is on the following pages. If after reading it you should have any questions or need to make any final adjustments, please feel free to call. Otherwise all we need to get started is your signature.

Best regards,

Andy Dennison  
Facilities Consultant

Scan the QR code  
with your smartphone.



## Professionalism and quality

Is vital to achieve our ambitiously high standards and meticulous attention to detail...

Stratus insists on –

- Providing an environmentally-friendly and affordable service
- Professionally trained staff
- Fully supervised work
- Consistent quality audits
- Close teamwork between operatives, regional office and you
- Performance based incentives
- ID badges carried by all uniformed staff



## Reliability

Is imperative to achieve our 100% customer satisfaction pledge...

- Prompt service
- Fully trained and experienced staff
- Ample resources to tackle each job
- All products are Green Seal Certified



## Stratus Building Solutions Environmental Stewardship Program

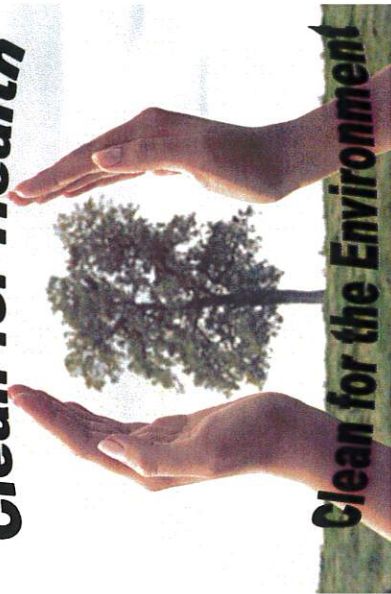
Environmental leadership is one of Stratus Building Solutions' strategic business objectives....

Stratus provides –

- Capability to build LEED points
- Protection of the health and safety of your employees
- Biodegradable and environmentally-sound chemicals, materials and processes
- Reassurance as member of the U.S. Green Building Council



**Clean for Health**



**Clean for the Environment**



## Stratus Ecological Products

Stratus uses only the most current technologies to deliver a safe, **green** clean each and every time...

- Stratus Green Clean chemicals *all* Green Seal Certified
- Verilux CleanWave Sanitizing Wand uses UV-C light to eliminate 99.99% of germs
- Improves indoor air quality of "built environment"
  - Reduce environmental and health risks associated with traditional products
  - Optional complementary "Green Establishment" window cling

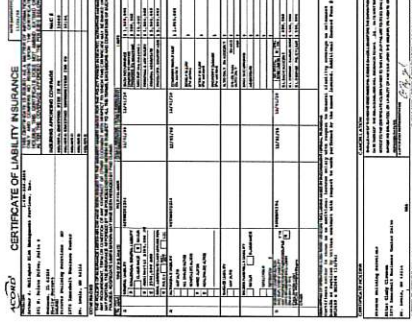


## Health and safety

Is central to any business, cleaning is no exception...

Stratus ensures that all staff –

- Comply with all existing and new health and safety regulations
- Are introduced and trained to OSHA standards
- Are fully and comprehensively insured
- Have PPE (Personal Protective Equipment)
- Perform regular checks and maintenance on all



# The latest technology

Is essential to attaining the highest standards of  
quality – and nothing less will do...

## Stratus utilizes –

- State of the art machinery
  - ATP Meter to physically measure the level of cleanliness
    - Environmentally-friendly equipment with HEPA filters
- Microfiber cloths and mops to minimize the use of chemicals
- Color-coded system to prevent cross-contamination
  - Ongoing Specialty Training

## Value vs. Cost

Most times a cheaper price will cost you more – value is what every business strives for...

Stratus will –

- Give you the best value for the dollar spent
- Clean with cutting edge technologies and exclusive Stratus products
- Clean to exacting standards each and every time
- Not take short cuts to hasten the clean
- Provide a better work environment through cleaner facilities
- Reduce costs of building maintenance



Once again...Our commitment to you

*We realize that change is concerning, but we have transitions down to a science...*


*Stratus assures –*

- A smooth, headache-free start-up
  - Quality cleaning with reliability
- Our professional, ongoing support to you
  - Our exclusive “No Worries Guarantee”
  - The belief good environmental practice makes good business sense

*The STRATUS Exclusive*

**No Worries Guarantee**

If our cleaning is not up to your standards,  
That Clean is FREE!





This Agreement, dated March 30, 2021, is made between Stratus Building Solutions ("STRATUS") and Town of Waynesville ("CLIENT"). Both STRATUS and CLIENT agree that STRATUS will begin service on \_\_\_\_\_, 20\_\_\_\_, under the following terms and conditions.

1. CLIENT agrees to contract STRATUS to perform cleaning services according to the attached cleaning schedule. This agreement is for twelve consecutive months without interruption. Contract will commence on the latter of the dates between the one designated on the signature page and the actual date services begin.

2. This business contract agreement is obtained by STRATUS for the business benefit of a STRATUS Franchisee who hereby agrees to comply with the terms and conditions of this agreement. The Franchisee selected to service this CLIENT will be introduced prior to the start date of service.

3. Franchisee has successfully completed the extensive STRATUS training program and carries all required certifications and insurance.

4. Six (6) of the nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.

5. STRATUS will invoice CLIENT monthly, and CLIENT agrees to pay STRATUS the amount that is due and owed under the terms of this contract within 10 days of the billing date. Late payments will incur service and finance charges.

In the event of default on payment, CLIENT agrees to pay STRATUS' costs for collection and/or attorney fees.

6. This agreement may be terminated for non-performance only, and the CLIENT must give STRATUS written notice, specifying in detail, the nature of any defect in performance. STRATUS shall have thirty (30) days to cure specified defects. If the specified defects have not been cured at the end of the thirtieth (30<sup>th</sup>) day, the CLIENT shall notify STRATUS in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail.

7. CLIENT agrees to verbally notify STRATUS of any non-performance issues, in detail, prior to written notification and credit will be applied for the day in question if the guarantee is engaged.

8. CLIENT agrees that during the term of this agreement and within One (1) year after termination of this agreement, they will not employ directly or indirectly any employees, agent representatives or Franchisees of STRATUS.

9. This agreement is for a term of one (1) year, and shall automatically renew on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least sixty (60) days, but no more than ninety (90) days prior to said anniversary date.

## GENERAL CLEANING

Offices, Entrances, Reception Areas, Conference Rooms, Hallways, Common Areas

	5X/WEEK IN ALL BUILDINGS, 6X/WEEK IN LIMITED AREAS OF TOWN HALL	FREQUENCY
	Dust horizontal surfaces - desk, credenza, counter and file cabinet tops	Every Clean
	Spot clean horizontal surfaces for removal of coffee rings and spillage	Every Clean
	Entrance doors and internal glass partitions cleaned of fingerprints and smudges	Every Clean
	Clean and sanitize drinking fountains	Every Clean
	Empty all waste paper receptacles	Every Clean
	Disinfect all telephone receivers and dust phone bases	1x / Week
	Disinfect light switches, light switch plate covers and door handles	1x / Week
	Walls cleaned of fingerprints and smudges	1x / Week
	Polish all drinking fountains	1x / Week
	Replace waste receptacle liners	As needed



## GENERAL CLEANING

Offices, Entrances, Reception Areas, Conference Rooms, Hallways, Common Areas

		FREQUENCY
	High dusting – air vents, tops of doors, door frames, ceiling corners	1 x / Month
	Low dusting – front and sides of desks, legs of chairs, tables and chair bases	1 x / Month
	Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint	1 x / Month
	<b>Dust ALL Blinds</b>	<b>1x/ Month</b>
	<b>Detail Clean all blinds</b>	<b>Annually</b>
	<b>Clean all Interior and Exterior glass</b>	<b>Annually</b>

## FLOOR CARE

Carpet, Ceramic, Resilient Tile (VCT) and Concrete

	FREQUENCY
Vacuum, sweep or dust mop all hard surface floors	Every Clean
Vacuum all carpeted traffic areas	Every Clean
Thoroughly mop all hard surface floor	Every Clean
Remove spots and small spills from carpet	Every Clean
Wall to wall vacuuming of carpeted areas	1x / Week
Detail vacuum carpet edges and corners along walls and partitions	1x / Month
Dust all baseboards	1x / Month
High Speed buff or burnish of all appropriate style flooring	1x/ Month
<b>Strip and wax all VCT flooring (To be completed in October)</b>	<b>Annually</b>
<b>Clean all carpets utilizing extraction method</b>	<b>Annually</b>

## RESTROOMS

		FREQUENCY
	Clean and disinfect counter tops, wash basins, toilets, toilet seats and urinals	Every Clean
	Clean and disinfect all dispensers, fixtures and mirrors	Every Clean
	Empty trash receptacles	Every Clean
	Empty sanitary napkin receptacle and disinfect	Every Clean
	Spot clean partitions and tile walls	Every Clean
	Restock hand soap and paper products	Every Clean
	Disinfect partition handles, door handles and light switches	Every Clean
	Clean and sanitize outsides of dispensers and trash receptacles	Every Clean
	Polish all dispensers, fixtures and mirrors	Every Clean
	Sweep and thoroughly mop floor with germicidal solution	Every Clean
	High dust – tops of partitions, air vents, mirror frames and tops of doors	1x / Week
	Clean and disinfect restroom partitions and walls around toilets and urinals	1x / Week



## BREAK AREAS

Kitchens, Cafeterias, Lunch Rooms, Coffee Areas

		FREQUENCY
	Counters and table tops cleaned with approved disinfectant	Every Clean
	Fronts of counters and chairs cleaned	Every Clean
	Sinks cleaned with approved disinfectant	Every Clean
	Outside of refrigerator and microwave wiped down	Every Clean
	Trash removed	Every Clean
	Coffee machines turned off	Every Clean
	Sink thoroughly scoured using liquid cleanser	1x / Week
	Table bases and chair legs cleaned	1x / Month
	Inside of microwave cleaned	Every Clean

## Additional services... ... and Specialties

If you have a need, we will make every effort to accommodate you.

- Carpet / Upholstery Cleaning
- Partition Fabric Cleaning
- Hard Floor Cleaning (Stripping & Waxing)
- Window Cleaning
- Spring Cleans
- Move In / Out Cleans
- Construction Cleanup
- Janitorial Supplies
- Restroom Supplies

It is strongly recommended a customized floor care program be implemented, including carpet care and hard floor care services, to maintain the appearance of your floors and prevent premature necessary replacement of floor coverings.

All estimates for floor care services are based on current labor and supply costs. It is assumed that all heavy articles customer wishes floor services performed under will be removed by customer prior to commencement of floor care service and replaced by customer following completion of service.

## Our Agreement

Both Stratus and Town of Waynesville do agree to all terms, conditions, cleaning schedule and pricing as outlined in this agreement. Stratus will provide all the necessary cleaning chemicals and equipment. Client will provide all paper products, hand soap and replacement liners for trash receptacles.



Service provided: \_\_\_\_\_ Mon Tues Wed Thur Fri Sat Sun

Five days per week: \_\_\_\_\_  
Monthly billing: \$ 7775.00

One time deep clean to restore building to appropriate cleaning standards: \$ 1000.00

\*\* This pricing includes a 5% discount for payments received by check or ACH. All other forms of payment will be charged an additional 5%

Client Name: Town of Waynesville

Cleaning Address: 129 Legion drive, 280 Georgia Ave, 16 and 9 S. Main St.  
Waynesville, NC 28786

Client

Stratus

By: \_\_\_\_\_

By: \_\_\_\_\_

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

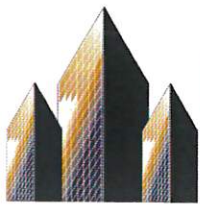
Title: \_\_\_\_\_

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

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

Approximate Start Date: \_\_\_\_\_

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days.



**STRATUS**  
BUILDING SOLUTIONS

## REFERENCES

➤ Greenville County  
Parks and Recreation  
4806 Old Spartanburg  
Rd.  
Taylors, SC 29687  
Chrystal Jones  
864-676-2180

➤ N.C.S.B.I.  
900 Alliance Ct  
Asheville, NC 28806  
Beth Davidson  
828-778-5587

➤ Hendersonville PD  
145 5<sup>th</sup> Ave E,  
Hendersonville, NC  
28792  
Melissa Justus  
828-697-3031

City of Hendersonville  
305 Williams Street  
Hendersonville, NC  
28792  
Tom Wooten  
828-697-3084





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2020

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

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

<b>PRODUCER</b> Exchange Underwriters, Inc 121 West Pike Street Canonsburg PA 15317	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Kim Wietasch</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 724-745-1600</td> <td><b>FAX (A/C, No):</b> 724-745-0224</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> kwietasch@exchangeunderwriters.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Ohio Casualty</td> <td><b>NAIC #</b> 24074</td> </tr> <tr> <td><b>INSURER B:</b> Ohio Security</td> <td><b>NAIC #</b> 24082</td> </tr> <tr> <td><b>INSURER C:</b> Norguard</td> <td><b>NAIC #</b> 31470</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Kim Wietasch		<b>PHONE (A/C, No, Ext):</b> 724-745-1600	<b>FAX (A/C, No):</b> 724-745-0224	<b>E-MAIL ADDRESS:</b> kwietasch@exchangeunderwriters.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Ohio Casualty	<b>NAIC #</b> 24074	<b>INSURER B:</b> Ohio Security	<b>NAIC #</b> 24082	<b>INSURER C:</b> Norguard	<b>NAIC #</b> 31470	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Cara Mia Solutions Inc dba Stratus Building Solutions of Upstate Carolina 115 Whitsett Street Greenville SC 29601	STR-014																				

**COVERAGES** **CERTIFICATE NUMBER:** 468802458 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	Y	BKS59148520	1/14/2021	1/14/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/>	1,000						MED EXP (Any one person)	\$ 15,000
								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
B		AUTOMOBILE LIABILITY	Y	Y	BAS59148520	1/14/2021	1/14/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
									\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		Y	USO59148520	1/14/2021	1/14/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>					AGGREGATE	\$ 1,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	CAWC273677	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		Third Party Theft Bond			BKS59148520	1/14/2021	1/14/2022	Limit	50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Bell Partners Inc., their subsidiaries, lenders, and the ownership entity(s) of their owned or managed properties are named as additional insured with respect to General Liability and Automobile Liability when required by Insured billed contracts. Participating franchisees are covered for General Liability, Workers Compensation and Bond. General Liability, Workers Compensation, Automobile Liability and Umbrella Liability waiver of subrogation in favor of Additional Insured when required by contract. Insured's General Liability is primary and non-contributory to additional insured's insurance. Umbrella policy to follow form over the General Liability, Automobile Liability and Workers Compensation policies.

<b>CERTIFICATE HOLDER</b>  Bell Partners Inc. c/o RealPage Vendor Credentialing P.O. box 115006 Carrollton TX 75011	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Cara Mia Solutions Inc.

2 Business name/disregarded entity name, if different from above

Stratus Building Solutions of Upstate Carolina

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

115 Whitsett Street

6 City, state, and ZIP code

Greenville, SC 29601

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 6 - 3 6 7 3 5 3 2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ▶

*Ralph S. Jensen*

Date ▶

6 January 2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 11, 2021**

**SUBJECT:** Public Services Parking Lot

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 6A  
**Department:** Public Services Department  
**Contact:** Jeff Stines  
**Presenter:** Jeff Stines, Director of Public Services

**BRIEF SUMMARY:**

The employee parking lot at Public Services has slowly disintegrated over the last several years and needs repaving. In 2007 the parking lot had BST (Chip Seal) applied. With the ADT of the parking lot, it has surpassed the lifespan of the BST. The surplus of funds comes from Public Services - Public Facilities Capital Improvements, this funding was approved in FY21 for the repairs to the Municipal Building roof, the repairs were mostly complete in FY20 but carried over into FY21. The timing of budget requests and repairs are the reasoning for the surplus of funding.

**MOTION FOR CONSIDERATION:**

To use existing surplus of funds (\$55,025.00) from Public Facilities (814260-545900) to repave/stripe the Employee parking lot at Public Services.

**ATTACHMENTS:**

- Pictures of Public Services employee parking lot.
- Paving Quote from WNC Paving.

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** N/A























## Quotation



P.O. Box 896 · Waynesville, NC 28786  
(828) 452-5826

### QUOTATION SUBMITTED FOR:

Town of Waynesville  
Date: 4/27/2021  
Job Name: Town of Waynesville  
2021 Empty Parking Lot Improvements

We hereby submit the following proposal & specifications:

Approx. 2,485 SY: Grade and condition stone placed by others, install 2.5" of S9.5C Asphalt surface course.

\*Town of Waynesville is responsible for dig out and replacing with ABC.\*

\$ 49,735.00

Note: This mix is based on the current monthly NC DOT index for liquid AC PG 64/22. This index changes monthly and the purchase price of hot mix asphalt will be adjusted by the index around the first of the month. If the monthly index increases during the life of the project, there will be a corresponding asphalt cost increase. We are not responsible for proper drainage if grade is 2% or less.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

Forty Nine Thousand Seven Hundred Thirty Five Dollars and No Cents

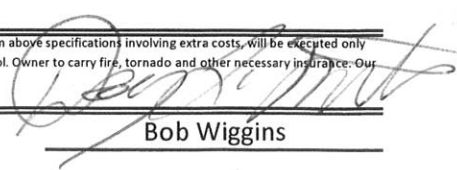
\$ 49,735.00

with payment to be made as follows:

Paid upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Acceptance of Quote:  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized Signature:  Bob Wiggins  
Quote expires in: 30 days



**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 11, 2021**

**SUBJECT:** Seeking approval from the Board of Aldermen for the design of the new playground equipment from the Waynesville Kiwanis in the Tot Lot area of the Kiwanis Playground in Recreation Park

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** (LEAVE BLANK – Eddie will fill in)  
**Department:** Parks and Recreation  
**Contact:** Rhett Langston  
**Presenter:** Eva Hansen (Waynesville Kiwanis) and Rhett Langston

**BRIEF SUMMARY:**

The Waynesville Kiwanis and the Waynesville Parks and Recreation Department are seeking the approval of the design for new playground equipment in the Tot Lot area of the Kiwanis Playground in Recreation Park from the Town of Waynesville Board of Aldermen.

**MOTION FOR CONSIDERATION:** To approve the design.

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

---

Ben Turnmire, Finance Director

Date

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**





Waynesville Kawanis

1149133-03-01 • 05.04.2021



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**TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REQUEST FOR BOARD ACTION  
Meeting Date:**

**SUBJECT** Report on HB 412- Maggie Valley Occupancy Tax

**AGENDA INFORMATION:**

**Agenda Location:** Manager's Report  
**Item Number:** F8  
**Department:** Administration  
**Contact:** Rob Hites  
**Presenter:** Rob Hites

**BRIEF SUMMARY:** Rep. Mark Pless contacted me regarding adding Waynesville to a local bill (HB-412) he has introduced on behalf of the Town of Maggie Valley. The bill enables Maggie Valley to enact an additional 2% occupancy tax. Two Thirds (2/3rds) of the proceeds would be used to "promote travel, tourism and conventions in the Town, sponsor tourist related events and activities in the Town and finance tourist related capital projects in the town." He said that the Towns would have to create their own TDAs. Membership would be made up of "1/3<sup>rd</sup> of the members must be affiliated with businesses that collect the tax. 1/2 of the members must be individuals who are active in the promotion of travel and tourism in the Town. The Board of Aldermen shall designate one member of the authority as chair and shall determine the compensation of the TDA if any, to be paid to members of the authority.

Mr. Pless asked if the Board would like to be included in Maggie Valley's local bill. I told him that I would forward his question to the Board. I mentioned to Mr. Pless that if the Town were given the authority to add another 2 % to its occupancy tax the Town could use it form the further promotion of its tourist industry. I told him that the Town does not have a specific capital project that is directly aimed at increasing tourism however we have the a very expensive recreation program and facility that serves mainly non- residents of Waynesville. We could use the funds to finance our walking trails, recreation programs, and aquatic facilities. He said that they would be eligible.

**MOTION FOR CONSIDERATION:**

**FUNDING SOURCE/IMPACT:** General

**ATTACHMENTS:** HB 412

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** I believe that the Town Board should be able to serve as a TDA to manage the 2% tax in the same manner as it serves as a redevelopment commission. We receive our current TDA funds through the designation of our two zip codes as our geographic boundaries. Having simply the Town limits as our boundary would bring in substantially less revenue.

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2021**

**H**

**D**

**HOUSE BILL 412  
PROPOSED COMMITTEE SUBSTITUTE H412-PCS30341-BAxfr-14**

Short Title: Maggie Valley Occupancy Tax.

(Local)

Sponsors:

Referred to:

March 29, 2021

A BILL TO BE ENTITLED  
AN ACT TO AUTHORIZE THE TOWN OF MAGGIE VALLEY TO LEVY AN  
OCCUPANCY TAX.

The General Assembly of North Carolina enacts:

**SECTION 1.** Occupancy Tax. – (a) Authorization and Scope. – The Town of Maggie Valley Board of Aldermen may levy a room occupancy tax of up to two percent (2%) of the gross receipts derived from the rental of any room, lodging, or accommodation furnished by a hotel, motel, inn, tourist camp, or similar place within the town that is subject to sales tax imposed by the State under G.S. 105-164.4(a)(3). This tax is in addition to any State or local sales tax.

**SECTION 1.(b)** Administration. – A tax levied under this section shall be levied, administered, collected, and repealed as provided in G.S. 160A-215. The penalties provided in G.S. 160A-215 apply to a tax levied under this section.

**SECTION 1.(c)** Distribution and Use of Tax Revenue. – Maggie Valley shall, on a quarterly basis, remit the net proceeds of the occupancy tax to the Maggie Valley Tourism Development Authority. The Authority shall use at least two-thirds of the funds remitted to it under this subsection to promote travel and tourism in Maggie Valley and shall use the remainder for tourism-related expenditures.

The following definitions apply in this subsection:

- (1) Net proceeds. – Gross proceeds less the cost to the town of administering and collecting the tax, as determined by the finance officer, not to exceed three percent (3%) of the first five hundred thousand dollars (\$500,000) of gross proceeds collected each year and one percent (1%) of the remaining gross receipts collected each year.
- (2) Promote travel and tourism. – To advertise or market an area or activity, publish and distribute pamphlets and other materials, conduct market research, or engage in similar promotional activities that attract tourists or business travelers to the area. The term includes administrative expenses incurred in engaging in the listed activities.
- (3) Tourism-related expenditures. – Expenditures that, in the judgment of the Tourism Development Authority, are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in a town or to attract tourists or business travelers to the town. The term includes tourism-related capital expenditures.

**SECTION 2.** Maggie Valley Tourism Development Authority. – (a) Appointment and Membership. – When the Town of Maggie Valley Board of Aldermen adopts a resolution levying a room occupancy tax under this act, it shall also adopt a resolution creating a town



\* H 4 1 2 - P C S 3 0 3 4 1 - B A X F R - 1 4 \*

1 Tourism Development Authority, which shall be a public authority under the Local Government  
2 Budget and Fiscal Control Act. The resolution shall provide for the membership of the Authority,  
3 including the members' terms of office, and for the filling of vacancies on the Authority. At least  
4 one-third of the members must be individuals who are affiliated with businesses that collect the  
5 tax in the town, and at least one-half of the members must be individuals who are currently active  
6 in the promotion of travel and tourism in the town. The board of aldermen shall designate one  
7 member of the Authority as chair and shall determine the compensation, if any, to be paid to  
8 members of the Authority.

9 The Authority shall meet at the call of the chair and shall adopt rules of procedure to  
10 govern its meetings. The Finance Officer for Maggie Valley shall be the ex officio finance officer  
11 of the Authority.

12 **SECTION 2.(b) Duties.** – The Authority shall expend the net proceeds of the tax  
13 levied under this act for the purposes provided in this act. The Authority shall promote travel,  
14 tourism, and conventions in the town; sponsor tourist-related events and activities in the town;  
15 and finance tourist-related capital projects in the town.

16 **SECTION 2.(c) Reports.** – The Authority shall report quarterly and at the close of  
17 the fiscal year to the Town of Maggie Valley Board of Aldermen on its receipts and expenditures  
18 for the preceding quarter and for the year in such detail as the board of aldermen may require.

19 **SECTION 3.** G.S. 160A-215(g) reads as rewritten:

20 "(g) Applicability. – Subsection (c) of this section applies to all cities that levy an  
21 occupancy tax. To the extent subsection (c) conflicts with any provision of a local act, subsection  
22 (c) supersedes that provision. The remainder of this section applies only to Beech Mountain  
23 District W, to the Cities of Belmont, Conover, Eden, Elizabeth City, Gastonia, Goldsboro,  
24 Greensboro, Hickory, High Point, Jacksonville, Kings Mountain, Lake Santeetlah, Lenoir,  
25 Lexington, Lincolnton, Lowell, Lumberton, Monroe, Mount Airy, Mount Holly, Reidsville,  
26 Roanoke Rapids, Salisbury, Sanford, Shelby, Statesville, Washington, and Wilmington, to the  
27 Towns of Ahoskie, Beech Mountain, Benson, Bermuda Run, Blowing Rock, Boiling Springs,  
28 Boone, Burgaw, Carolina Beach, Carrboro, Cooleemee, Cramerton, Dallas, Dobson, Elkin,  
29 Fontana Dam, Franklin, Grover, Hillsborough, Jonesville, Kenly, Kure Beach, Leland, Maggie  
30 Valley, McAdenville, Mocksville, Mooresville, Murfreesboro, North Topsail Beach, Pembroke,  
31 Pilot Mountain, Ranlo, Robbinsville, Selma, Smithfield, St. Pauls, Swansboro, Troutman, Tryon,  
32 West Jefferson, Wilkesboro, Wrightsville Beach, Yadkinville, Yanceyville, to the municipalities  
33 in Avery and Brunswick Counties, and to Saluda District D."

34 **SECTION 4.** This act is effective when it becomes law.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REQUEST FOR BOARD ACTION  
Meeting Date: May 11, 2021**

**SUBJECT:** Lease for Armory Parking Lot

**AGENDA INFORMATION:**

**Agenda Location:** Managers Report

**Item Number:**

**Department:** Administration

**Contact:** Rob Hites

**Presenter:** **Rob Hites**

**BRIEF SUMMARY:**

The Town currently has a lease for the parking of Armory patrons immediately adjacent to the facility. The lease may be terminated by either party with ninety days' notice. Current rent for 61 spaces is \$500 per month. The Mayor and Town staff have met with the manager of the partnership that owns the lot and negotiated a ten-year lease that sets a \$600 per month lease. The Town will increase the lease 2% per month during the lease. The owner requests that the Town reserve a twenty-foot entry to the rear yards of two dwelling they own that face Boundary Street. The Town will also reserve four parking places in the lot for the lessor's use.

The lot is not completely built out so that the Town could add another ten spaces. The lease also permits the Town to light the parking lot.

**MOTION FOR CONSIDERATION:** Approve the attached lease.

**FUNDING SOURCE/IMPACT:** General

**ATTACHMENTS:** Specimen Lease

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** Approve the Lease.

## LEASE AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

This Lease Agreement (hereafter "this Lease") is entered into on the date that the all signatures have been entered as shown below by and between KRISTIN COFFEY (hereafter "Lessor"), and the TOWN OF WAYNESVILLE, a North Carolina municipal corporation (hereafter "Lessee").

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. Description of Property. Lessor does hereby let and lease unto the Lessee, and Lessee does hereby accept as Lessee of the Lessor, that property of the Lessor located on Boundary Street in Waynesville, North Carolina, as described in that deed recorded in Book 448, page 694, Haywood County Registry and recorded by Haywood County GIS as PIN #8615-38- 0697 (hereafter the "Leased Premises").

2. Term. The term of this Lease shall commence on May 1, 2021 and continue for a period of ten (10) years, ending at 11:59 P.M. on April 30, 2031.

3. Rental. As rent for said premises for the term of this Lease, Lessee shall pay to Lessor the sum of five hundred fifty Dollars (\$600.00) per month, beginning April 1, 2021 and continuing on the first day of each month thereafter during the lease term. Provided however, beginning July 1, 2022 and on each July 1 thereafter during the lease term, the monthly rent shall be increased by 2.0%.

4. Use of Leased Premises. The Leased Premises shall be used and operated by Lessee for the purpose of providing to the public use of the Leased Premises for recreation, special events, and general parking by the public and Lessee. Such use includes customary activities of the Town of Waynesville, including, but not limited to, the right of the general public to enter upon, park within, and exit from the Leased Premises for said purposes. Lessee agrees to reserve by signage four (4) parking spaces for exclusive use by Lessor at all times.

5. Repairs and Maintenance. Lessee shall be responsible for maintaining the Leased Premises in a reasonable condition suitable for recreation, parking, and special events. With regard to the Leased Premises, Lessee may, but shall not be required, to clear, remove debris, grade, gravel, pave, light, create entry and exit drives, install signage, traffic and parking aids, locate dumpsters and portable toilets and install other facility amenities, as necessary, solely at the Lessee's expense during the term of this Lease.



6. Lessor's Access. Lessee shall reserve a twenty (20) foot access right of way during the Lease term for the Lessor's use to gain entry to two single family residences owned by the Lessor adjacent to the Leased Premises.

7. Lessor's Warranty of Title. Lessor warrants and covenants with Lessee that Lessor is seized of the premises in fee simple, has the right to lease the same, that title is marketable and free and clear of all encumbrances, and that Lessor will indemnify and hold Lessee harmless from any and all claims and damages resulting from any breach of this Warranty of Title.

8. Indemnity. Lessee agrees to indemnify and hold harmless Lessor from any and all claims resulting from any negligence of Lessee and its employees related to Lessee's use of the leased property (a "Third Party Claim") provided that Lessee is promptly notified of any such Third-Party Claim. Lessee shall have the right, at its sole expense, but not the obligation, to defend a Third-Party Claim through counsel of its choosing. If Lessee declines or fails to assert its intention to defend such Third-Party Claim within sixty (60) days of receiving notice of such Third-Party Claim, then Lessor shall have the right to defend such Third-Party Claim. The Party defending such Third-Party Claim shall have the sole and exclusive right to select counsel for such Third-Party Claim. Each Party shall have the right to join any Third-Party Claim defended by the other Party, at its own expense.

9. Termination.

(a) Lessor may terminate this Lease should the Lessee be found to be in material breach of this Lease. As a condition to the right to terminate this Lease for material breach by Lessee, Lessor must first provide Lessee with written notice of a breach of this Lease and Lessee shall have thirty (30) days after receipt of the notice of breach to remedy the breach without consequence. Should Lessee fail to remedy the breach, Lessor has the right to terminate this lease sixty (60) days after such notice.

(b) Lessee may terminate this Lease should Lessor be found to be in breach of this Lease, including but not limited to Lessor's Warranty of Title.

10. Notices: Any notices called for under this Lease shall be effective if delivered personally or if mailed by Certified Mail, Return Receipt Requested, to the following addresses:

To Lessor: Kristin Coffey  
165 Valley View Terrace  
Waynesville, NC 28786

To Lessee: Town of Waynesville  
c/o Robert W. Hites Jr., Town Manager  
P. O. Box 100  
16 S. Main Street  
Waynesville, NC 28786

Lessor and Lessee may, by notice given to the other in accordance with this section, designate any further or different addresses to which notices, requests, or other communications shall be sent.

11. Removal of Equipment. At the termination or expiration of this Lease, Lessor shall have the right to remove any and all equipment on, and improvements to, the Leased Premises installed during the term of the Lease.

12. Binding Effect and Certification. This Lease shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. This Lease is conditioned upon it being certified as having been pre-audited in order to comply with the budgetary accounting requirements (if any) that apply, under the Local Government Budget and Fiscal Control Act or otherwise. Such certification is set forth at the end of this Lease, and the Finance Officer for the Lessee must sign it.

13. 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.

14. Modifications and Entire Contract. Any modification of this Lease 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 Lessee unless the Town Manager signs it for the Lessee. 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.

15. Waiver. No action or failure to act by either party shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Lessee from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

17. Severability. If any provision of this agreement shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

18. No Third-Party Rights Created. This Agreement is intended for the benefit of the Lessor and Lessee and not any other person or entity, other than assigns and successors of the Lessor and Lessee.

19. Non-Appropriation/Early Termination. The Lessee shall exercise its best efforts to obtain annual appropriations to meet each payment required under this Agreement. This Agreement may be terminated at any time, without penalty, in the event of non-appropriation of funds for payment of the Lessee's obligations under this Agreement.

20. 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 Lessee 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 Lessee within the meaning of the North Carolina Constitution.

21. 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 Lessee'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 Lessee. 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.

22. Pre-Audit. This Agreement is conditioned upon it being certified as having been pre-audited if necessary, to comply with the budgetary accounting requirements (if any) that apply, under the Local Government Budget and Fiscal Control Act or otherwise. Such certification is set forth at the end of this Agreement, and the Finance Officer for the Lessee must sign it.

IN WITNESS WHEREOF, the Lessor has hereunto set his/her hand and seal and Lessee has caused this lease to be signed by its duly authorized officer, the day and year first above written.

LESSOR:

\_\_\_\_\_  
KRISTIN COFFEY

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

LESSEE:

TOWN OF WAYNESVILLE

\_\_\_\_\_  
By: Robert W. Hites, Jr., Town Manager

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

PRE-AUDIT CERTIFICATE

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

\_\_\_\_\_  
FINANCE DIRECTOR