

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: February 11th, 2025

Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. January 28, 2025 Regular Scheduled Meeting Minutes
 - b. Approval of Christmas Parade Special Event Permit
 - c. Approval of Church Street Arts and Crafts Festival Special Event Permit
 - d. Approval of Meet Me at the Arch Special Event Permit
 - e. Approval of Mountain Street Dances Special Event Permit
 - f. Approval of Smoky Mountain Christmas Special Event Permit
 - g. Approval of Stars and Stripes parade Special Event Permit
 - h. Approval of Treats on the Street Halloween Special Event Permit
 - i. Approval of Tree Lighting Special Event Permit
 - j. Approval of Stepping into Spring Special Event Permit
 - k. Watami Parking Lot Lease Renewal
 - l. Use funds from our NC Unsubsidized Substance Tax Account
 - m. Amendment to Southern Debris Removal (SDR) contract as approved by the State Department of Public Safety

Motion: To approve the consent agenda as presented.

E. PROCLAMATION

3. Rotary Club of Waynesville Week
 - Mayor Gary Caldwell

F. PRESENTATIONS

4. Fire Department 2024 Annual Report
 - Assistant Fire Chief Chris Mehaffey
5. Presentation by WithersRavenel engineers on the update to the Stormwater Master Plan.
 - WithersRavenel staff

G. PUBLIC HEARINGS

6. Public Hearing to consider a request for annexation for three (3) contiguous parcels:
 1. Unaddressed 2.77-ac parcel off East Street, PIN 8615-88-4442, zoned as Raccoon Creek Neighborhood Residential Conditional District (RC-NR-CD)
 2. 0.45-ac parcel, at 97 Allison Acres Drive, PIN 8615-88-3857, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD)
 3. Eastern portion of a 3.37-ac parcel at 18 Allison Acres Drive, PIN 8615-88-1632, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD)
 - Assistant Director of Development Services, Olga Grooman

Motion: Adoption of attached Ordinance to approve the annexation of the described properties.

7. A Public Hearing to consider a request for a Land Development Standards Map amendment to rezone 4 Elysina Ave (PIN 8605-73-8236) from Hazelwood Urban Residential to Hazelwood Business District.
 - Land Use Administrator, Alex Mumby

Motions:

1. ***Motion to find the rezoning request as being consistent/inconsistent with the 2035 Land Use Plan and reasonable and in the public interest.***
2. ***Motion to adopt the ordinance as presented (or as amended).***

H. NEW BUSINESS

8. Recommendation of design firms for FEMA recovery in Parks
 - Luke Kinsland, Director of the Parks and Recreation Department

Motion: Approve the proposal of McAdams Company for design/bidding and construction administration of the Town's ball fields and approve the proposal of Civil Design Concepts (CDC) for design/ bidding and construction administration of the greenways and dog park.

I. COMMUNICATION FROM STAFF

9. Manager's Report

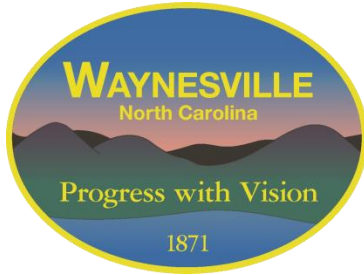
- Town Manager, Rob Hites

10. Town Attorney Report

- Town Attorney, Martha Bradley

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

K. 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

2025 CALENDAR

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

2025	
Tues. February 25	Town Council Meeting – Regular Session
Tues, March 11	Town Council Meeting – Regular Session
Tues. March 25	Town Council Meeting – Regular Session
Tues. April 8	Town Council Meeting – Regular Session
Tues. April 22	Town Council Meeting – Regular Session
Tues. May 13	Town Council Meeting – Regular Session
Tues. May 27	Town Council Meeting – Regular Session
Tues. June 10	Town Council Meeting – Regular Session
Tues. June 24	Town Council Meeting – Regular Session
Tues, July 8	Town Council Meeting – Regular Session
Tues. July 22	Town Council Meeting – Regular Session
Tues. August 12	Town Council Meeting – Regular Session
Tues, August 26	Town Council Meeting – Regular Session
Tues, September 9	Town Council Meeting – Regular Session
Tues. September 23	Town Council Meeting – Regular Session
Tues. October 14	Town Council Meeting – Regular Session
Tues. October 28	Town Council Meeting – Regular Session
Tues. November 11	NO COUNCIL MEETING-Veterans Day
Tues. November 25	Town Council Meeting – Regular Session
Tues. December 9	Town Council Meeting – Regular Session

Board and Commission Meetings – February 2025

ABC Board	ABC Office – 52 Dayco Drive	February 18th 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	February 4th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January, March, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	February 19th 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	February 6th 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	February 5th 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	February 17th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	February 13th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	February 17th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	February 19th 3 rd Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
January 28, 2025

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, January 28, 2025, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:02 pm with the following members present:

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

The following staff members were present:

Rob Hites, Town Manager
Candace Poolton, Town Clerk
Elizabeth Teague, Director of Development
Page McCurry, Director of Human Resources
Ian Barrett, Finance Director
Luke Kinsland, Recreation Director
Chief David Adams
Police Department Staff

Members of the Media:

Paul Nielson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and reminded everyone that Ice Fest on Main Street is this Friday.

B. PUBLIC COMMENT

No public comment.

C. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

D. CONSENT AGENDA

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

2.
 - a. Motion to approve the January 14, 2025 Regular Scheduled Meeting Minutes
 - b. Motion to approve the use of the Train Up Grant funding for the certification of lifeguards and the purchase of necessary lifeguard training equipment.
 - c. Call for a Public Hearing for February 11, 2025, to consider a request for a Land Development Standards Map amendment to rezone 4 Elysina Ave (PIN 8605-73-8236) from Hazelwood Urban Residential to Hazelwood Business District
 - d. Motion to approve the 2024 tax year Order of Collection

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

E. PRESENTATIONS

3. Retirement for K-9 Keizer
 - Chief David Adams

Police Chief David Adams announced K-9 Keizer's retirement after 10 years of service. He presented Sergeant Matthew Cogburn and Keizer with a plaque acknowledging their service to the Waynesville Police Department and the community. Lt. Billy Benhart shared Sgt. Cogburn's and K-9 Keizer's history together. He said K-9 Keizer was deployed 569 times for narcotics, and he located drugs 263 times. He said he was deployed 29 times in his career for tracking, and most of those times were successful.

4. Presentation of awards to 2024 Christmas parade winners
 - Patrick Bryan, Kiwanis

Patrick Bryan presented the first place Christmas Parade float award to the Historic Farmers Market and the second place plaque to WNC Credit Union, on behalf of the Kiwanis Club.

F. OLD BUSINESS

5. Update on FEMA floodplain maps
 - Director of Development Services, Elizabeth Teague

Development Services Director Elizabeth Teague reported that Council requested that staff study the feasibility of conducting flood studies in Waynesville, especially Hazelwood. She said staff contacted FEMA representatives, engineering professionals who specialize in flood plain maps, and Steve Garrett, the State and National Floodplain Insurance Coordinator. She reported that the state has already started their floodplain studies in Haywood County and are expecting preliminary results by the end of 2025. She said that Mr. Garrett stated that the studies began prior to Helene and do not reflect changes resulting from Helene. Mr. Garrett had said when the study is completed it will be available for review by town staff. He said then there will be stream analysis done due to the impacts of Helene. Mr. Garret said there will be a 90-day appeal process, public comment sessions, and public hearings. Mr. Garrett said there is someone currently reviewing post-Helene aerial imagery to see where the stream channel may have migrated outside of the special flood hazard area as a result of the storm. Ms. Teague said that staff feel there is no need for the Town to separately contract for flood map review since the state is currently in that process. Ms. Teague reminded Council that any property owner has the LOMR (Letter of Map Revision) process open to them.

Councilmember Dickson asked Ms. Teague if she is the point of contact for the map revisions. She said yes and their staff are aware of concerns in the Hazelwood area. She reiterated that there would public process for review of the updated maps.

G. NEW BUSINESS

6. Reclassify one Maintenance Technician position to Maintenance & Grounds Technician and change it from Grade 53 to Grade 56
 - Luke Kinsland, Director of Parks and Recreation

Recreation Director Luke Kinsland reported that after auditing the position of Maintenance Technician that is outposted at the Old Armory location, he would like to request that Council reclassify this position to a Maintenance & Grounds Technician and move it from a Grade 53 to a Grade 56 based on the updated job description. He said they added skills such as carpentry and plumbing to the job description. Mayor Caldwell shared kind words about Keith Shetley, the retiring Armory Maintenance staff member.

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to approve the reclassification of one Maintenance Technician position to a Maintenance & Grounds Technician and move it from Grade 53 to Grade 56. The motion passed unanimously.

7. Part Time Retired Law Enforcement Pay Class Table
 - Chief David Adams

Police Chief David Adams reported that he is requesting permission to add a retiree returning to work Part Time Section to the Police Department's Pay Class Table and he would like to increase the maximum hourly rate from \$25.00 to \$27.00 for that position. He said he has discussed this matter with the Finance Director Ian Barrett, and the Police Department has the funds to support the pay increase with minimal costs to my part-time budget.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to increase the pay rate for part-time returning retired law enforcement officers from the maximum hourly rate of \$25.00 to \$27.00 an hour. The motion passed unanimously.

H. COMMUNICATION FROM STAFF

8. Manager's Report

- Town Manager, Rob Hites

Town Manager Rob Hites reported that Town Staff are getting together a team for the Haywood Waterways Polar Plunge on February 8th. Ms. Teague added that the Plunge is a fundraiser for HWA and helps support stream restoration and education.

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to make a \$250 donation to the Waynesville Team for the Polar Plunge. The motion passed unanimously.

Mr. Hites reported that he attended a meeting about the Depot Street bridge today. He said the target time of completion is March 1st.

Mr. Hites announced that Chief Adams was elected the Western District Director of NCACP.

9. Town attorney

- Martha Bradley, Town Attorney

Nothing to report.

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Caldwell announced that he went to the MLK prayer breakfast.

Councilmember Sutton announced some NCDOT updates:

They are hoping to re-open I-40 through the gorge within next few months. He said it will be a speed limit of 40mph, and one lane of traffic going each way. He said a very rough estimate for a timeline of the project is two years to three years until the Haywood County portion is completely rebuilt. Councilmember Sutton said the Russ Avenue project is going well. He said after Helene, there were 800 roads closed, and now there are 136 closed. He said there will be funding cuts for the entire state. He reminded everyone that the US19-23 construction zone has a 50mph speed limit

Councilmember Feichter reported that he met with Mr. Hites, Dr. Mason, and Executive Director of Haywood Regional, Chris Brown. He said Mr. Brown was very supportive of the walk-in clinic for municipal employees, but the hospital would not be interested in owning the clinic. He said the next step is for Mr. Hites to meet with County and Municipal managers to see if they are interested in participating and looking for a location for the clinic.

Councilmember Dickson promoted Ice Fest this weekend and encouraged Main Street businesses to stay open during the Ice Stroll. Councilmember Dickson said he attended the Southwest Commission meeting, and they voted to sponsor the Shelton Branch restoration project. He reminded Council that on February 11th there is a Helene recovery meeting at Crowne Plaza. He added that Dogwood Health Trust is having a class at the Rec Center for a Recovery Friendly Workplace Certification. He said it will take place on March 20th.

Councilmember Freeman reported that she attended Al Matthews' ceremony where he was honored with the Longleaf Pine award. Councilmember Freeman said that Al served the community for over 60 years as the Town Manager for Canton and Maggie Valley.

J. ADJOURN

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to adjourn at 6:57pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk



Application for Special Events Permit

I. General Information

EVENT NAME:	Waynesville Christmas Parade
EVENT DATE(S):	Monday- December 1, 2025
	Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.
LOCATION	Main Street, Walnut Street to Haywood Street
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	4 to 6 p.m.
EVENT HOURS:	6 - 7 p.m.
DISMANTLE HOURS (START/END):	7 to 8 p.m.
ESTIMATED ATTENDANCE:	5,000
BASIS ON WHICH THIS ESTIMATE IS MADE:	Record of past events
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.	Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	Town of Waynesville - The Downtown Waynesville Commission						
ARE YOU A NON PROFIT CORPORATION?	No	X	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Beth Gilmore			TITLE: Downtown Waynesville Executive Director			
ADDRESS:	9 S. Main Street, PO Box 100			CITY :	Waynesville	STATE: NC	ZIP 28786
PHONE:	828-550-8122			FAX#:		EMAIL:	bethgilmore@waynesvillenc.gov
ON-SITE CONTACT:	Beth Gilmore			TITLE: Downtown Waynesville Executive Director			
ADDRESS:	9 S. Main Street, PO Box 100			CITY :	Waynesville	STATE: NC	ZIP 28786
PHONE #:	456-3517			CELL PHONE #:	550-8122	EMAIL:	bethgilmore@waynesvillenc.gov

III. Brief Description of Event
The Waynesville Christmas parade is a nighttime parade, held the first Monday of December at 6 p.m. Parade entries are staged along residential streets near the north end of Main Street, including: Boundary, Hazel, Cherry and Maple Streets (typically facilitated by the Waynesville Kiwanis Club) between 4 and 6 p.m. The parade begins at 6 p.m. at the corner of North Main and Walnut Street and ends at South Main/Haywood Street.
IV. Street Closure Request (Attach map of the Street Closure)

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

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

1. Close residential streets to all traffic except residents and floats for staging by 4 p.m: Boundary, Hazel, Cherry and Maple Streets.
2. Close Walnut Street at 5 p.m. Close N. Main at Howell Street (detour traffic via Wall St). Clear Main Street traffic by 5:45.
3. Police cars and volunteers, and orange barricades are used to block side street entrances/intersections including: Church, East, Depot, Pigeon and Academy Streets.

V. Event Details

YES NO

- ☐ ☒ Does the event involve the sale or **use of alcoholic beverages**?
 If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)
- ☐ ☒ Does the event involve the **sale of food**? _____
 If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____
- ☒ ☐ Will there be **musical entertainment** at your event? IF "YES" provide the following information:
 Number of Stages: 0 Number of Band(s): 0 Amplification? yes
 Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.
- ☐ ☒ Do you plan to use an existing **occupied building**? Address _____
- ☐ ☒ Do you plan to use an existing **vacant building**? Address _____
- ☐ ☒ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:
 Approx. Number of Tents: _____ Will any tent exceed 400 sq. feet in area? ☐ NO ☐ YES
- ☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____
- ☐ ☒ Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? _____
- ☐ ☒ Will you require **electrical hookup** for the event? Generators? _____
- ☐ ☒ Will you require **access to water** for the event? Explain _____
- ☐ ☒ Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____
- ☐ ☒ Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). _____
- ☒ ☐ Will **signs and/or banners** be displayed as part of the event?
- ☐ ☒ Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

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

Public parking will be available on Wall, Miller and Montgomery Streets, and the justice center parking deck. Signs will be posted on Main Street early Monday to let residents and patrons know that the street will be closed for the parade.

Notes:

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

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

Permanent receptacles along Main Street have proven sufficient. Town street/sanitation dept crews will change out liners prior to the event.

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

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

Return to:

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME:	<u>The 42nd Annual Church Street Art & Craft Show</u>
EVENT DATE(S):	<u>October 11, 2025</u>
	<small>Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.</small>
LOCATION	<u>Main Street (from Pigeon to Wells Way)</u>
IF THIS EVENT IS A PARADE OR ROAD RACE	<u>Please provide a full route description and map</u>
SET-UP TIME (START/END):	<u>Oct. 10 at 9 p.m. until Oct. 11 at 9:30 a.m.</u>
EVENT HOURS:	<u>10 a.m. to 5 p.m.</u>
DISMANTLE HOURS (START/END):	<u>5 to 7 p.m.</u>
ESTIMATED ATTENDANCE:	<u>10,000</u>
BASIS ON WHICH THIS ESTIMATE IS MADE:	<u>Past event data</u>
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.	<u>Please attach proof of insurance (or applicable rider).</u>

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	<u>The Downtown Waynesville Commission</u>						
ARE YOU A NON PROFIT CORPORATION?	No	<input checked="" type="checkbox"/>	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	<u>Beth Gilmore</u>			TITLE: <u>Executive Director, DWC</u>			
ADDRESS:				CITY :	<u>Waynesville</u>	STATE: <u>NC</u>	ZIP <u>28786</u>
PHONE:	<u>828-550-8122</u>		FAX#:			EMAIL:	<u>bethgilmore@waynesvillenc.gov</u>
ON-SITE CONTACT:	<u>Beth Gilmore</u>			TITLE: <u>DWC Director</u>			
ADDRESS:	<u>9 S Main Street Waynesville, NC 28786</u>						
PHONE #:			CELL PHONE #:	<u>(828) 550-8122</u>		EMAIL:	<u>bethgilmore@waynesvillenc.gov</u>

III. Brief Description of Event
<p>Craft and food vendors fill Main Street for a one-day market style vendor event featuring handmade art & craft items. Live bands and dance groups perform throughout the day on stages at each end of the street.</p>
IV. Street Closure Request (Attach map of the Street Closure)

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

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

1. Main Street from Pigeon Street to Wells Way
2. Church at Montgomery Street, East at Wall Street, Depot at Montgomery Street, Miller Street

3. Truist Bank parking lot, Mountaineer alleyway entrances to Main Street

V. Event Details

YES NO

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>Does the event involve the sale or use of alcoholic beverages?</p> <p>If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Does the event involve the sale of food? _____</p> <p>If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will there be musical entertainment at your event? IF "YES" provide the following information:</p> <p>Number of Stages: <u>2-3</u> Number of Band(s): <u>2-5</u> Amplification? <u>yes</u></p> <p>Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.</p> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>Do you plan to use an existing occupied building? Address _____</p> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>Do you plan to use an existing vacant building? Address _____</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will there be any tents or canopies in the proposed event site? Please provide the following information:</p> <p>Approx. Number of Tents: <u>2</u> Will any tent exceed 400 sq. feet in area? <input type="checkbox"/> NO <input type="checkbox"/> YES</p> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>Does the event involve the use of pyrotechnics? Explain _____</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? _____</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will you require electrical hookup for the event? Generators? _____</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will you require access to water for the event? Explain _____</p> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). \$175 jury + booth fee</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? _____</p> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>Will inflatable parade balloons be used for the event? Provide details if necessary.</p> |

VI. Additional Questions

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

Public parking areas surrounding Main Street, Miller Street lot, Wall Street, and the public parking deck near the Justice Center

Notes:

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

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

Cans will be monitored throughout the duration of the event and emptied as needed into dumpsters located nearby on Wall Street and Depot Street

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

YES (for Saturday event set up traffic)

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

Return to:

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME: Meet Me at the Arch - Summer Block Party

EVENT DATE(S): Saturday, June 7, 2025
Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: In front of Town Hall- 9 S. Main Street

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

SET-UP TIME (START/END): 3:00 p.m.

EVENT HOURS: 6 – 8:00 p.m.

DISMANTLE HOURS (START/END): 8:00 – 9:00 p.m.

ESTIMATED ATTENDANCE: 1,500

BASIS ON WHICH THIS ESTIMATE IS MADE: Estimate based on similar past events

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Downtown Waynesville Commission (DWC)

ARE YOU A NON PROFIT CORPORATION?

No	<input checked="" type="checkbox"/>	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
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APPLICANT NAME: Beth Gilmore TITLE: DWC Exec. Director

ADDRESS: 9 S. Main Street CITY: Waynesville STATE: N.C. ZIP 28721

PHONE: 828-550-8122 FAX#: EMAIL: bethgilmore@waynesvillenc.gov

ON-SITE CONTACT: Beth Gilmore TITLE: DWC Exec. Director

ADDRESS: Same as above

PHONE #: CELL PHONE #: EMAIL:

III. Brief Description of Event

Meet me at the Arch is a summer concert set underneath the Gateway to the Smokeys Arch on Main Street, The DWC hopes to make the June concert an annual celebration held each year in June to commemorate the arch on its anniversary. The event will include a live band and 1-2 food vendors.

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

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

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

1. One block of Main Street will close from the Church/East Street intersection to Pigeon Street.

2.

3.

V. Event Details

YES NO

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

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

☒ ☐ Will there be **musical entertainment** at your event? IF "YES" provide the following information:
Number of Stages: _____ Number of Band(s): _____ Amplification? _____

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

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

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

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

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

☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____

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

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

☐ ☒ Will you require **access to water** for the event? Explain _____

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

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

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

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

VI. Additional Questions

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

Public parking

Notes:

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

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

Public trash receptacles

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

TBD

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

Return to:

Jesse Fowler, Assistant Town Manager

Town of Waynesville

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

Telephone: (828) 452-2491

Fax No. : (828) 456-2000

Email Address: jfowler@waynesvillenc.gov

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME: Mountain Street Dances (3)

EVENT DATE(S): June 27, July 18, August 8, 2025

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

LOCATION: North Main Street (Historic Courthouse block- between Depot Street intersection and Wells Way)

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

SET-UP TIME (START/END): 4 to 6 pm

EVENT HOURS: 6:30 to 9 pm

DISMANTLE HOURS (START/END): 9 to 10 pm

ESTIMATED ATTENDANCE: 1,500 – 2,000

BASIS ON WHICH THIS ESTIMATE IS MADE: Past events

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Downtown Waynesville Commission (DWC)

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

APPLICANT NAME: Beth Gilmore TITLE: DWC Executive Director

ADDRESS: 9 S. Main Street CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-550-8122 FAX#: EMAIL: bethgilmore@waynesvillenc.gov

ON-SITE CONTACT: Beth Gilmore TITLE: DWC Executive Director

ADDRESS:

PHONE #: CELL PHONE #: 828-550-8122 EMAIL:

III. Brief Description of Event

Friday night Mountain Street Dances are an opportunity for the community to come together on Main Street to celebrate a piece of Appalachian culture and participate in an authentic square dance, officiated by caller Joe Sam Queen. One block of Main Street is closed from 4 to 10 p.m. from Depot Street to Wells Way. A stage is set up in front of the Mountaineer, facing the historic courthouse, where people gather on the lawn for live music, performances by clogging teams and square dancing in the street. Set up involves: a stage and stage skirt, 4 sets of bleachers and trash cans.

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

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

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

1. North Main Street is closed from Depot Street to Wells Way from 4 to 10 pm

2.

3.

V. Event Details

YES NO

☐
☒

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

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

☒
☐

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

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

☒
☐

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

Number of
Stages: 1

Number of
Band(s): 1

Amplification? yes

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

☐
☒

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

☐
☒

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

☐
☒

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

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

☐
☒

Does the event involve the use of **pyrotechnics**? Explain _____

☒
☐

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

1 unit near
the Justice
Center bldg.

☒
☐

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

☐
☒

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

☐
☒

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

☐
☒

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

☐
☒

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

☐
☒

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

VI. Additional Questions

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

Most of Main Street will remain open for parking. Public parking will also be available on Wall, Miller and Montgomery Streets, in addition to the nearby justice center parking deck. Signs will be posted on Main Street in front of the Mountaineer and historic courthouse early Friday to let residents and patrons know that the town will close that part of the street to vehicular traffic at 4 p.m. for set up

Notes:

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

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

Town staff and DWC volunteers will set out trash cans on Main Street near the stage area prior to the event. At the end of the event, garbage bags will be left on the sidewalk for the town crew to haul away.

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

NO

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

Return to:

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME: A Smoky Mountain Christmas

EVENT DATE(S): Saturday- December 13, 2025
Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Main Street

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

SET-UP TIME (START/END): 4 to p.m.

EVENT HOURS: 6 to 9 p.m.

DISMANTLE HOURS (START/END): 9 to 10 p.m.

ESTIMATED ATTENDANCE: 8,000

BASIS ON WHICH THIS ESTIMATE IS MADE: Record of past events

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: The Downtown Waynesville Commission

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

APPLICANT NAME: Beth Gilmore TITLE: Downtown Waynesville Executive Director

ADDRESS: 9 S. Main Street, PO Box 100 CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-550-8122 FAX#: EMAIL: bethgilmore@waynesvillenc.gov

ON-SITE CONTACT: Beth Gilmore TITLE: Downtown Waynesville Executive Director

ADDRESS: 9 S. Main Street, PO Box 100 CITY: Waynesville STATE: NC ZIP: 28786

PHONE #: 456-3517 CELL PHONE #: 828-550-8122 EMAIL: bethgilmore@waynesvillenc.gov

III. Brief Description of Event
Main Street will transform into a nostalgic “hometown Christmas” scene with horses-drawn wagon rides, luminaries, Ice sculptures, Santa Claus, live music and entertainment and a popular “Elf Trail” for kids. Shops are encouraged to extend hours of operation for holiday shopping. This event traditionally happens in conjuncture with the live nativity event at First Baptist Church.
IV. Street Closure Request (Attach map of the Street Closure)

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

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

1. Close Main Street from Pigeon Street to Wells Way.
2. Closure at Depot and Montgomery Streets AND Church and Montgomery Streets.
3. Close Main Street at Miller Street. Close East Street at Wall Street.
Roads close at 4:30. Reopen by 10 p.m.

V. Event Details

YES NO

- ☐ ☒ Does the event involve the sale or **use of alcoholic beverages**?
 If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)
- ☒ ☐ Does the event involve the **sale of food**? _____
 If “YES”, has the health department been notified? _____ Have you applied for a temporary permit? _____
- ☒ ☐ Will there be **musical entertainment** at your event? IF “YES” provide the following information:
 Number of Stages: _____ Sidewalk music _____ Number of Band(s): 6 to 10 Amplification? yes
 Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.
- ☐ ☒ Do you plan to use an existing **occupied building**? Address _____
- ☐ ☒ Do you plan to use an existing **vacant building**? Address _____
- ☒ ☐ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:
 Approx. Number of Tents: 1-3 Will any tent exceed 400 sq. feet in area? ☒ NO ☐ YES
- ☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____
 Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? _____
- ☒ ☐ Will you require **electrical hookup** for the event? Generators? _____
- ☐ ☒ Will you require **access to water** for the event? Explain _____
- ☐ ☒ Will **admission fees** be charged to attend this event? If “YES”, provide the amount(s) of all tickets. _____
- ☐ ☒ Will **fees be charged to vendors** to participate in this event? If “YES”, please provide the amount(s). _____
- ☒ ☐ Will **signs and/or banners** be displayed as part of the event?
- ☐ ☒ Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

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

Public parking will be available on Wall, Miller and Montgomery Streets, surrounding residential streets and the justice center parking deck. Signs will be posted on Main Street early Saturday to let residents and patrons know that the town will close the street to vehicular traffic at 4 p.m.

Notes:

1. Parking and buildings involved may be examined for ADA compliance.

2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

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

Town staff and DWC volunteers will set out additional trash cans on Main Street in high traffic areas. Town street/sanitation crews will also change out liners in the permanent cans along Main Street and replace as needed. At the end of the event, garbage bags will be left on the sidewalk for the town crew to haul away.

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

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

Return to:

Beth Gilmore, Downtown Waynesville Director

Town of Waynesville

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

Telephone: (828) 456-3517

Fax No. : (828) 456-2000

Email Address: bethgilmore@waynesvillenc.gov

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME: Stars & Stripes Kids Parade & Patriotic Concert

EVENT DATE(S): Thursday- July 4, 2025

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

LOCATION: N Main Street - Historic Courthouse

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

SET-UP TIME (START/END): 8 AM

EVENT HOURS: 10 am – 3 pm

DISMANTLE HOURS (START/END): 3 pm

ESTIMATED ATTENDANCE: 2,500

BASIS ON WHICH THIS ESTIMATE IS MADE: Past events

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Downtown Waynesville Commission

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

APPLICANT NAME: Beth Gilmore TITLE: Executive Director

ADDRESS: PO Box 224 CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-550-8122 FAX#: EMAIL: bethgilmore@waynesvillenc.gov

ON-SITE CONTACT: Beth Gilmore TITLE:

ADDRESS:

PHONE #: CELL PHONE #: EMAIL:

III. Brief Description of Event
The Stars & Stripes Celebration includes a Kids Parade and Haywood Community Band Concert at the Historic Courthouse. Kids and families gather in front of the Historic Courthouse to prepare for the parade to start at 11 AM (registration begins at 10). Led by police and a member of the Town Council, the parade follows Main Street to First Baptist Church where it ends with an ice cream social. Music and entertainment will be placed on Main Street sidewalks throughout the afternoon. The Haywood Community Band will perform a patriotic concert on the Courthouse Lawn at 2 pm.
IV. Street Closure Request (Attach map of the Street Closure)

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

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

1. Miller Street stays closed at Main Street (the crosswalk) from 10am-3pm due to high volume of pedestrian traffic.
2. Closures needed at Church/Montgomery, Depot/Montgomery, East/Wall for the duration of the parade (45 minutes – 1 hour)
- 3.

V. Event Details

YES NO

- ☐ ☒ Does the event involve the sale or **use of alcoholic beverages**?
 If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)
- ☒ ☐ Does the event involve the **sale of food**? _____
 If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____
- ☒ ☐ Will there be **musical entertainment** at your event? IF "YES" provide the following information:
 Number of Stages: 0 Number of Band(s): 3-5 Amplification? yes
 Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.
- ☐ ☒ Do you plan to use an existing **occupied building**? Address _____
- ☐ ☐ Do you plan to use an existing **vacant building**? Address _____
- ☒ ☐ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:
 Approx. Number of Tents: 3 Will any tent exceed 400 sq. feet in area? ☒ NO ☐ YES
- ☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____
- ☐ ☐ Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? _____
- ☒ ☐ Will you require **electrical hookup** for the event? Generators? NO
- ☐ ☒ Will you require **access to water** for the event? Explain _____
- ☐ ☒ Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____
- ☐ ☒ Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). _____
- ☒ ☐ Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit? NO
- ☐ ☒ Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

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

Public parking on and around Main, Miller, Depot and Wall Streets;
Montgomery and Wall Street parking lots; Public Parking Deck

Notes:

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

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

Additional trash cans will be provided at the Historic Courthouse during parade prep.

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

YES

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

Return to:

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

VIII. Special Information for Applicants

- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
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- * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks.
- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
- * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians.
- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME:	Treats on the Street (Halloween event)
EVENT DATE(S):	Friday- October 31, 2025
	Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.
LOCATION	Main Street
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	3 p.m.
EVENT HOURS:	5 to 7 p.m.
DISMANTLE HOURS (START/END):	7 to 8 p.m.
ESTIMATED ATTENDANCE:	5,000
BASIS ON WHICH THIS ESTIMATE IS MADE:	Record of past events
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.	Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	The Downtown Waynesville Commission						
ARE YOU A NON PROFIT CORPORATION?	No	X	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Beth Gilmore			TITLE: Downtown Waynesville Executive Director			
ADDRESS:	9 S. Main Street, PO Box 100			CITY :	Waynesville	STATE: NC	ZIP 28786
PHONE:	828-550-8122		FAX#:			EMAIL:	bethgilmore@waynesvillenc.gov
ON-SITE CONTACT:	Beth Gilmore			TITLE: Downtown Waynesville Executive Director			
ADDRESS:	9 S. Main Street, PO Box 100			CITY :	Waynesville	STATE: NC	ZIP 28786
PHONE #:	456-3517		CELL PHONE #:	550-8122		EMAIL:	bethgilmore@waynesvillenc.gov

III. Brief Description of Event
Children in Halloween costumes fill Main Street on Halloween night for "Treats on the Street." From 5 to 7 p.m. participating merchants/businesses line the sidewalks of Main Street to distribute candy to trick-or-treaters. Participating churches and/or civic groups set up on each end of Main Street (in front of Town Hall and The Mountaineer/courthouse) with treats and Halloween-themed music. Typically, the event occurs on the same night that children are trick-or-treating in surrounding neighborhoods, and in conjunction with the Fall Carnival at First Baptist Church and First Methodist Church's "Trunk or Treat"
IV. Street Closure Request (Attach map of the Street Closure)

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

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

1. Close Main Street from Pigeon Street to Wells Way (boom trucks on each end).
2. Closure at Depot and Montgomery Streets AND Church and Montgomery Streets.
3. Police cars and volunteers, and orange barricades are used to block side street entrances/intersections.

V. Event Details

YES NO

- ☐ ☒ Does the event involve the sale or **use of alcoholic beverages**?
If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)
- ☒ ☐ Does the event involve the **sale of food**? _____
If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____
- ☒ ☐ Will there be **musical entertainment** at your event? IF "YES" provide the following information:
Number of Stages: 0 Number of Band(s): 0 Amplification? yes
Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.
- ☐ ☒ Do you plan to use an existing **occupied building**? Address _____
- ☐ ☒ Do you plan to use an existing **vacant building**? Address _____
- ☐ ☒ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:
Approx. Number of Tents: _____ Will any tent exceed 400 sq. feet in area? ☐ NO ☐ YES
- ☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____
- ☐ ☒ Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? _____
- ☒ ☐ Will you require **electrical hookup** for the event? Generators? _____
- ☐ ☒ Will you require **access to water** for the event? Explain _____
- ☐ ☒ Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____
- ☐ ☒ Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). _____
- ☒ ☐ Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit?
Town Staff will stake up to 7 small signs with event day and time along Main Street and Wall Street during the week leading up to the event
- ☐ ☒ Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

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

Public parking will be available on Wall, Miller and Montgomery Streets, in addition to the First Baptist Church parking lot and the justice center parking deck. Signs will be posted on Main Street early Monday to let residents and patrons know that the town will close the street to vehicular traffic at 3 p.m.

Notes:

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

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

Permanent receptacles along Main Street have proven sufficient. Town street/sanitation dept crews will change out liners prior to the event.

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

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

Return to:

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME: Christmas Tree Lighting

EVENT DATE(S): SATURDAY, November 22, 2025
Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: In front of Town Hall- 9 S. Main Street

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

SET-UP TIME (START/END): 3:00 p.m.

EVENT HOURS: 5 - 5:30 p.m.

DISMANTLE HOURS (START/END): 5:30 – 6:00 p.m.

ESTIMATED ATTENDANCE: 1,200

BASIS ON WHICH THIS ESTIMATE IS MADE: Past events

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Downtown Waynesville Commission (DWC)

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

APPLICANT NAME: Beth Gilmore TITLE: DWC Exec. Director

ADDRESS: 9 S. Main Street CITY: Waynesville STATE: N.C. ZIP 28721

PHONE: 828-550-8122 FAX#: EMAIL: bethgilmore@waynesvillenc.gov

ON-SITE CONTACT: Beth Gilmore TITLE: DWC Exec. Director

ADDRESS: Same as above

PHONE #: CELL PHONE #: EMAIL:

III. Brief Description of Event

Town Council members will light the town tree on the Saturday before Thanksgiving, Nov. 22, to kick off the Christmas season on Main Street. The lighting ceremony will include a short performance by Voices in the Lural, refreshments and carols.

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

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

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

1. One block of Main Street will be closed from the Church/East Street intersection to the Watami parking lot.

2.

3.

V. Event Details

YES NO

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

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

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

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

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

Number of Stages: _____ Number of Band(s): _____ Amplification? _____

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

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

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

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

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

☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____

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

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

☐ ☒ Will you require **access to water** for the event? Explain _____

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

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

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

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

VI. Additional Questions

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

Public parking

Notes:

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

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

Public trash receptacles

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

TBD

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

Return to:

Jesse Fowler, Assistant Town Manager

Town of Waynesville

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

Telephone: (828) 452-2491

Fax No. : (828) 456-2000

Email Address: jfowler@waynesvillenc.gov

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Application for Special Events Permit

I. General Information

EVENT NAME:	Steppin Into Spring
EVENT DATE(S):	May 24, 2025
	Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.
LOCATION	Axe & Awl Leatherworks, 41 Depot St. Waynesville, Nc 28786
IF THIS EVENT IS A PARADE OR ROAD RACE	NA
SET-UP TIME (START/END):	8:30 am -10:00am
EVENT HOURS:	10am-4pm
DISMANTLE HOURS (START/END):	4pm-5pm
ESTIMATED ATTENDANCE:	1,000
BASIS ON WHICH THIS ESTIMATE IS MADE:	Last years event.

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	Axe & Awl Leatherworks					
ARE YOU A NON PROFIT CORPORATION?	No	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Axe & Awl Leatherworks			TITLE:		
ADDRESS:	41 Depot St	CITY : Waynesville		STATE: NC	ZIP 28786	
	828-2460					
PHONE:	996	FAX#:		EMAIL:	axeandawlleatherworks@gmail.com	
ON-SITE CONTACT:	Ashley Tetrault			TITLE: Event Coordinator		
ADDRESS:						
PHONE #:		CELL PHONE #:	828-243-1481	EMAIL:	ashley@axeandawlleatherworks.com	

III. Brief Description of Event

Steppin Into Spring is an event hosted by Axe & Awl Leatherworks. The intention behind the event is to give locals a new event to attend in the spring and to draw visitors to the area during a time that is typically slower for tourism. We will have multiple food truck vendors, a curated local artisans market & live music all day.

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

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

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

1. Depot street from Montgomery to Main 8:30am-7pm

2.

3.

V. Event Details

YES NO

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

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

Does the event involve the **sale of food**? ____ Yes, food trucks ____

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

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

Number of Stages: 1 Number of Band(s): 2 Amplification? Yes

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

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

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

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

Approx. Number of Tents: 14 Will any tent exceed 400 sq. feet in area? **NO** YES

Does the event involve the use of **pyrotechnics**? Explain
No _____

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

Yes, 2, in the bank parking lot behind 41 Depot. (UCB)

Will you require **electrical hookup** for the event? Generators? ____ N_

Will you require **access to water** for the event? Explain
N _____

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

Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). Yes, \$50

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

Will **inflatable parade balloons** be used for the event? Provide details if necessary. NO

VI. Additional Questions

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

Street parking, parking garage

Notes:

1. Parking and buildings involved may be examined for ADA compliance.

2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

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

Mobile receptacles

Volunteers: Will you require Civilian Police Volunteers for your event? No

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

Return to:

**Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager**

Town of Waynesville

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

Telephone: (828) 456-3517

Fax No. : (828) 456-2000

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:

**THE
CINNATI INSURANCE COMPANIES**

☒ THE CINNATI INSURANCE COMPANY ☐ THE CINNATI INDEMNITY COMPANY
☐ THE CINNATI CASUALTY COMPANY

Named Insured: AXE & AWL INC

Policy Number: EPP 065 83 82

Policy Period: 06-24-2022 to 06-24-2025

Effective Date of Change: 05-24-2023

Endorsement Number: 2

Agency Name: THE L.N. DAVIS COMPANY 32-057
WAYNESVILLE, NC

Explanation of Billing

A change was recently made to your policy with The Cincinnati Insurance Companies. Attached to this summary is the endorsement that amends your policy.

The additional premium for this endorsement is \$ 38

This premium is for the time period of 05-24-2023 to 06-24-2023. You will receive a statement based on the payment option you have selected.

Please contact your agency if you have any questions concerning your policy or statement:

THE L.N. DAVIS COMPANY
143 N MAIN ST
WAYNESVILLE, NC 28786-3809

828-452-2876

This is not a bill. No payment is necessary at this time.



**The Cincinnati Insurance Company
The Cincinnati Casualty Company
The Cincinnati Indemnity Company**

Policy Number: EPP 065 83 82

Effective Date: 06-24-2022

Named Insured: AXE & AWL INC

For professional advice and policy questions or changes, please contact your local independent agency:

**THE L.N. DAVIS COMPANY
143 N MAIN ST
WAYNESVILLE, NC 28786-3809**

828-452-2876

Dear Policyholder:

Thank you

Thank you for trusting The Cincinnati Insurance Companies with your commercial insurance coverage. We recognize that locally based independent agents have the working knowledge to help you choose the right insurance company for your needs. Together with your local independent insurance agency, we are committed to providing you with the highest level of service.

Please review your enclosed policy information to verify your coverage details, as well as deductibles and coverage amounts. Should your needs change, your agent is available to review and update your policy.

Please promptly report claims

If you experience a policy-related loss, you may report it by contacting your local professional independent agency representing The Cincinnati Insurance Companies or by directly calling us toll-free at **877-242-2544** and providing your policy number and claim-related information.

Sincerely,

Sean M. Givler
Senior Vice President - Commercial Lines



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Notice to Policyholders – Cincinnati Data Defender™

Data breach and identity recovery support and resources included with your insurance policy

To:

AXE & AWL INC

Policy Number: EPP 065 83 82

Expiration Date: 06-24-2025

Agency: THE L.N. DAVIS COMPANY 32-057

Your policy includes Cincinnati Data Defender coverage for an additional premium, helping to safeguard your business against the rising costs of a data breach and offering services to assist you in the event of identity theft. Please save this information so you can access all the tools and resources that come with your cyber protection. Refer to Cincinnati Data Defender Coverage Form, HC102, for a complete statement of coverages, exclusions and limits of insurance.

Policyholder tools and resources

Cyber risk management portal – You gain access to <https://eriskhub.com/cic>, a portal that provides you with the comprehensive, on-demand resources you need to:

- Create your breach response plan from the template
- Learn about breach laws that apply to your business
- Use the compliance reference guide and notification letter examples
- Locate credit bureau and government agency notification information
- Learn how to contact data risk management experts for more help

In addition, you are entitled to two hours of risk management services at no additional charge – one hour of pre-incident cyber/privacy risk legal consulting with one of the participating law firms, and one hour of cybersecurity risk consulting services with one of the participating cybersecurity vendors. While some of the services are similar – such as risk assessment, incident response planning and review – the law firm services focus on legal requirements, while cybersecurity vendors focus on technical cybersecurity requirements. To take advantage of these risk management services anytime, visit <https://eriskhub.com/cic> for a list of participating companies. You may be asked to provide your policy number.

The first time you visit eRiskHub, please complete new user registration using this information:

Access code = 12116-868

Identity theft services – You also receive case management services and reimbursement for covered expenses if you, as a business owner, become the victim of identity theft or account takeover. If you suspect that you may be an identity theft victim or you have questions, please call our Identity Recovery Help Line, 866-219-9831.

Claims service

If you suspect or know that a data breach may have exposed or compromised your organization's private, customer or personal data, a swift response is critical for your protection. Please note that the cyber risk management portal and help line provide advice and information, and using them does not satisfy any notice of claim requirement. The only way to report a claim is to contact your independent agent or call us directly, 877-242-2544, for claims service anytime. Your agent and Cincinnati will work with you to preserve your company's goodwill, prevent regulatory sanctions or fines, avoid civil litigation and safeguard your business reputation.

Please contact your agent representing Cincinnati with questions about this valuable coverage.

Thank you for trusting your agent and Cincinnati to protect your business.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 2/11/2025**

SUBJECT: Watami Parking Lot Lease Renewal

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number:

Department: Administration

Contact: Jesse Fowler

Presenter: Jesse Fowler

BRIEF SUMMARY: The Lease between the Town and Watami for parking lot space is up for another 5-year renewal.

MOTION FOR CONSIDERATION: Renew the Watami Parking Lot Lease for another five years.

FUNDING SOURCE/IMPACT: N/A

ATTACHMENT:

MANAGER'S COMMENTS:

NORTH CAROLINA
HAYWOOD COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of February 12th, 2025, by and between Hui Qin Chen, hereinafter referred to as "Lessor", and TOWN OF WAYNESVILLE, a North Carolina municipal corporation, hereinafter referred to as "Lessee"; The designations "Lessor" and "Lessee" mean the parties, their heirs, successors, and assigns and as used herein the singular shall include the plural.

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, the non-exclusive use of the property of the Lessor located on South Main Street in Waynesville, North Carolina, and BEING ALL of that certain tract that containing 0.63 acres, more or less, as shown on a plat designated "Survey for Hui Qin Chen" by L. Kevin Ensley, PLS, dated October 15, 2019, recorded in Plat Cabinet D, Slot 421 in the Office of the Register of Deeds of Haywood County, North Carolina, reference to which is hereby made for a particular description of said property. BEING the same property described in a deed dated October 18, 2019 from the First Baptist Church of Waynesville, Inc. to Hui Qin Chen, recorded in Book RB 984, Page 50, in the Office of the Register of Deeds of Haywood County, North Carolina.

2) TERM The term of this Lease Agreement (“Initial Lease Term”) shall commence as of 12:01am on February 12th, 2025 (“Commencement Date”) and shall last for a period of five (5) years ending at 11:59am on February 11th, 2030, unless terminated prior to that date or renewed prior to the expiration of the lease term pursuant to the terms of this Lease Agreement. This Lease Agreement will automatically renew for an additional five-year term immediately following the Initial Lease Term unless earlier terminated by either party.

3) TERMINATION OPTION Either party may terminate the lease prior to the expiration of the Initial Lease Term or the expiration of any subsequent Lease Term upon giving written notice of termination to the opposite party in accordance with this Lease Agreement no later than ninety (90) days prior to the termination date for which notice is given. Lessee shall have the right to remove any equipment, materials, and improvements installed during the term of lease, upon the termination of the lease.

4) RENT As rent for said premises for the term of this Lease Agreement, the Lessee shall pay to Lessor the sum of four hundred dollars (\$500.00) per month, payable on or before the 15th day of each month during the Initial Lease Term and any renewal term. All payment of rent shall be delivered to the address for notice to Lessor in paragraph 8 of this Lease Agreement.

5) USE OF LEASED PREMISES The leased premises shall be used and operated by Lessee solely for the purpose of providing to the general public use of the property for event and general parking use, including the right to the general public to cross over the property of the Lessor for said purposes. Lessee agrees to reserve by signage three (3) parking spaces at the end of the lot closest to Wall Street for exclusive use by Lessee, between the hours of 8:00am and 5:00pm, seven days a week. Public parking will be allowed in those reserved spaces all other times. Lessee’s non-exclusive use of the remaining leased property for event and general parking is subject to the condition that such use not interfere with the parking reasonably necessary for Lessor’s business during business operating hours. Lessor reserves the right to designate parking spaces for the benefit of the Lessor’s restaurant customers and for exclusive use by such customers during normal business hours.

6) REPAIRS AND MAINTENANCE Lessee shall be responsible for clearing and maintaining the leased property in reasonable condition for parking by the general public. Lessee may, but shall not be required, to undertake certain activities associated with maintaining the property for public parking, including but not limited to, clearing vegetation, removing debris, creating appropriate entry and exit drives, installing signage, traffic and parking aids, and installing other facility amenities as necessary, solely at the lessee's expense during the term of the lease.

7) INDEMNIFICATION Lessee agrees to indemnify and hold harmless the 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 a 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.

8) NOTICE Any notices called for under this Lease Agreement shall be effective if delivered personally, or upon mailing by Certified Mail, Return Receipt Requested, to the following addresses:

To Lessor: Hui Qin Chen
76 North Main Street
Weaverville, NC 28787

To Lessee: Town of Waynesville
c/o Robert W. Hites Jr., Town Manager
PO Box 100
16 South 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.

9) BINDING EFFECT AND CERTIFICATION Subject to the specific provisions of this Agreement, this Agreement will be binding upon, inure of the benefit of, and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. This Agreement 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 Agreement, and the Finance Officer for the Lessee must sign it.

10) SUCCESSORS AND ASSIGNS This Lease Agreement is binding upon the successors and assigns of the parties hereto.

11) 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 judgement entered in actions heard pursuant to this section.

12) MODIFICATIONS AND ENTIRE CONTRACT Any modification of this Lease Agreement is not valid unless signed by both parties and otherwise in accordance with the 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.

13) 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.

14) PERFORMANCE OF GOVERNMENTAL 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.

15) SEVERABILITY If any provisions of this agreement shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

16) 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.

17) TIME PERIODS Unless otherwise specified, in computing any period of time described herein, the day of the act, event, notice, or default after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday for national banks in the Lessee where the Property Is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m.

18) CURE PERIOD No default by either party hereto shall result in termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default, and the defaulting party shall have failed to cure said default within thirty (30) days after the receipt of said written notice provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but the defaulting party commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then the other party shall not exercise its remedies or limit the rights of the defaulting party unless such default remains uncured for more than ninety (90) days after the initial delivery of the other parties original default notice.

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 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 Town Council 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 or 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.

By: _____ (SEAL)

Date:

Hui Qin Chen

TOWN OF WAYNESVILLE

By: _____ (SEAL)

Date:

Robert W. Hites Jr., Town Manager

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 11 February 2025**

SUBJECT: Use funds from our NC Unsubsidized Substance Tax Account

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Police

Contact: Chief David Adams


Presenter: Chief David Adams

BRIEF SUMMARY:

I am requesting a budget amendment to move \$5000.00 from our NC Unauthorized Substance Tax Account to our Travel & Training line item 10-4310-00-533180

MOTION FOR CONSIDERATION: Approve budget amendment to move \$5000.00 from our NC Unauthorized Substance Tax Account to our Travel & Training line item 10-4310-00-533180.

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


Ian Barrett, Finance Director

February 6, 2025
Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 2/11/2025

SUBJECT Amendment to Southern Debris Removal (SDR) contract as approved by the State Department of Public Safety

AGENDA INFORMATION:

Agenda Location: Consent

Item Number: **Department:** Development Services

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY: On September 24, 2020 the State Department of Public Safety contracted with Southern Debris Removal (SDR) to remove natural disaster related debris in the State for a lump sum not to exceed \$4,500,000. The contract set specific fees for a number of activities. The amount of debris created by Hurricane Helene will far exceed the original contract price and driven up the costs of debris removal. SDR is having to hire a number of additional vehicles, equipment and staff to handle the debris load. SDR applied to the State for an increase in the lump sum contract price, from \$4,500,000 to \$50,000,000 and increases in their fees schedule. The State approved their request On 1/30/2025. Waynesville, Haywood County and its municipalities have contracted with SDR through the State contract to remove debris in the areas impacted by the storm. SDR is requesting that Waynesville and other local governments approve the amendments to the State's contract. The specifics of the contract that will impact the local governments involve an increase in the upper limit of the State's contract and increases in the fee schedule. While FEMA will ultimately reimburse Waynesville for the cost of debris removal, the Town will have to pay SDR out of its General Fund Balance until it receives payment.

MOTION FOR CONSIDERATION: Approve Contract Amendment 2 for SDR Debris Removal.

FUNDING SOURCE/IMPACT: General Fund

ATTACHMENTS: Amendments

MANAGER'S COMMENTS: The State has reviewed and approved the amendment to its contract with SDR. The \$50,000,000 upper limit covers SDR's Statewide contract, not just Haywood County. That being said, the contract amount is so high that it provides little protection for small municipalities with limited fund balances. The only recourse would be for a Town to separately contract with SDR for an upper limit for debris removal. Should SDR reach an upper limit, the Town's only recourse would be for it to contract with another company or seek help from the Army Corps of Engineers as Buncombe County has done. The best solution to the problem of depleted fund balances is for FEMA to make an interim reimbursement to local governments or for the NC General Assembly to provide a "0%" interest bridge loan for debris removal. The Town will have spent approximately \$800,000 in General Fund related costs including the Depot Street Bridge. We have spent another \$500,000 in the Sewer Fund. We are preparing a payment request of FEMA for our costs to date in hope that they will provide us with an interim payment.



February 2, 2025

To: Rob Hites, Town Manager
Town of Waynesville

From: Robert "Chip" Patterson, President
SDR

Subject: State of North Carolina Contract (19-IFB-015120-DAD) Amendment 01

Strong Push Toward Recovery: Debris Removal

"Due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts."

On January 30, 2025; the NC Department of Public Safety issued SDR a Contract Amendment to the Statewide Disaster Debris Removal Contract. The Contract Amendment has two broad affects:

1. Updating contract provisions to align with State and Federal requirements
2. Providing an updated Fee Schedule that aligns with present market conditions for trucking and regional debris removal activities.

Requested Action

As soon as practical; the County adopt the North Carolina Contract Amendment as the Activating Entity. The State of North Carolina established the contract for statewide use with Activating Entities (Villages, Towns, Counties, State Agencies, etc.) implementing the contract by issuing a Notice to Proceed. The State of North Carolina has communicated to SDR the necessity for Activating Entities to implement this Contract Amendment.

Reference:

- Attached proposed local Contract Amendment including Contract 19-IFB-015120-DAD Contract Amendment 001.
- Bob Barker; State of NC Debris Specialist; bob.barker@ncdps.gov; 919.825.2360
- Joe Stanton; Deputy Director/Recovery; joe.stanton@ncdps.gov; 919.218.6325

RAPID PUSH TOWARD RECOVERY: DEBRIS REMOVAL

Contract Amendment 001

The State of North Carolina and FEMA have approved an updated Fee Schedule for the State disaster debris removal contract (19-IFB-015120-DAD).

The updated Fee Schedule is provided after careful consideration of the unique disaster debris removal requirements in WNC and the aggressive truck market conditions created by elevated pricing in surrounding states.

The State and SDR is committed to continuing quality, professional debris removal in impacted communities and to increase the pace of debris removal by implementing this updated Fee Schedule.

Contract Amendment 002

Contract items referenced in the Contract but do not have an associated Fee Schedule Items

- Demolition
- Removal of Sand/Silt/Soil

Project specific items approved by NC EM

- Sennebogen Tree Material handler day rate
- Processing of woody, vegetative debris/double grind to provide a beneficial re-use product

CONTRACT AMENDMENT 002 NARRATIVE

Introduction

The North Carolina Department of Public Safety (NCDPS) "Debris Hauling" contract (10-IFB-015120-DAD) is a good contract and structure that has served NC communities well for over four (4) years. The NCDPS solicitation established a contract structure where any eligible entity (Activating Entity) could activate the contract as their own contract. That contract structure has afforded WNC communities to get a rapid start on disaster debris removal and get on the road to recovery.

Unprecedented Hurricane Helene damage in western North Carolina has identified additional debris removal missions that were contemplated in the contract narrative or Scope of Work but not addressed in the Fee Schedule. These include pricing for:

- Demolition
- Sand/Silt/Dirt

- Sennobogen Tree Handler
- Vegetative debris processing/double grind to produce a beneficial re-use product

Demolition

The Contract identifies that "Vendors shall provide disaster debris removal recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster...". SDR is a licensed North Carolina General Contractor and proposes the following rates for demolition of structures associated with the PPDR program (Attachment 1 to this memorandum). These rates are from a SDR contract with the State of Florida Division of Emergency Management for PPDR debris removal; including demolition.

Sand/Silt/Dirt

Sand/Silt/Dirt on the ROW is prevalent in hundreds mountain/hill slides from Hurricane Helene. Initially, sand/silt/dirt seemed incidental to the ROW debris removal. We have encountered many instances where vegetative or C&D debris removal cannot be removed because of sand/silt/dirt in the way. This item requests sand/silt/mud removal prices consistent with Section 5.19 of the Contract. **"5.19 SAND, SILT,**

Where applicable, the Vendor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, rock and boulder deposited on the Activating Entity's right of way or public property. All listed materials should be removed if posing a risk to persons ability to traverse public right of ways. This may include, but is not limited to, impeding through access or making the conditions of the roads unsafe to the general public."

Sennebogen Tree Material Handler Day Rate

Approved by NCDEM; email from Bob Barker

Double Grind Woody Vegetative Material

Approved by FEMA (Federal Coordinating Officer)



Contract Amendment #002

This Contract Amendment, made and entered into this ____th day of February, 2025, by and between _____, **NC** hereinafter termed the "Owner", and **Southern Disaster Recovery, LLC (SDR)**, hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services (19-IFB-015120-DAD) via a Notice to Proceed

WHEREAS, the contract instrument created by the State of North Carolina is a good pre-disaster instrument; the contract has missing Fee Schedule components

WHEREAS, hurricane wind damage on steep slopes at elevation has created conditions to require specialized equipment to mitigate the hazard and keep the public and workers safe in the process

WHEREAS, recovery from Hurricane Helene damage has presented the need to provide debris removal fee schedule items for:

1. proper removal of sand, silt, soils debris deposited by the storm and
2. demolition rates for those properties approved and require demolition
3. Sennebogen Tree Care Handler day rates
4. production of a double ground mulch product for beneficial reuse in the community

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Initialed missions and fee schedule items are approved in this contract.

Approval Initials

Mission

_____	Proper removal of sand, silt, soils debris deposited by the storm
_____	Demolition rates for those properties approved and require demolition
_____	Sennebogen Tree Care Handler day rates
_____	Production of a double ground mulch product for beneficial reuse in the community



Sand, Silt, Dirt Removal

Item	Sand, Silt, Dirt	Distance	Per CY
27.	Loading of materials and hauling to final disposal site	0-14.99 miles	\$38.00
28.		15-29.99 miles	\$49.00
29.		30-45 miles	\$61.00
30.		>45 miles	\$78.00
31.	ROW Sand, silt, dirt collection – collect and stage material in preparation for loading/hauling of materials.		\$4.50
32.	Public or Private Property Sand, Silt, Dirt collection – collect and stage material in preparation for loading/hauling of materials.		\$6.95
	Sampling of sand, silt, dirt as required by NCDEQ or disposal locations		At cost; no markup

Demolition

Item	Demolition	Unit	Cost
33.0	Asbestos Survey – At cost; no markup		
34.0	Personnel Air Monitoring, asbestos	Day	\$1,067.00
35.0	Asbestos Abatement, three person asbestos abatement crew	Day	\$2,670.00
36.0	Asbestos Abatement, per CY cost for proper removal, transport and disposal	CY	\$173.00
37.0	Water Truck	Day	\$1,576.00
38.0	PPDR Demolition – structure demolition; haul under other pay items	CY	\$ 23.30
39.0	PPDR Concrete demolition; haul under other pay items	CY	\$35.00
40.0	PPDR Demolition - Water Disconnect and Cap	Each	\$1,295.00
41.0	PPDR Demolition - Sewer Disconnect and Cap	Each	\$1,153.00
42.0	PPDR Demolition - Cap/Plug Septic Line	Each	\$1,153.00
43.0	PPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed	FT	\$57.00
44.0	Direct Haul to Landfill PPDR concrete	Ton-mile	\$5.00
45.0	CPDR Demolition – structure demolition; Haul under other pay items	CY	\$23.30
46.0	CPDR Concrete demolition; Haul under other pay items	CY	\$55.00
47.0	CPDR Demolition - Water Disconnect and Cap	Each	\$2,589.00
48.0	CPDR Demolition - Sewer Disconnect and Cap	Each	\$2,118.00
49.0	CPDR Demolition - Cap/Plug Septic Line	Each	\$2,118.00
50.0	CPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed	FT	\$111.00



51.0	Direct Haul to Landfill CPDR concrete		Ton-mile	\$5.00
*Includes capping of utilities, with all equipment, materials, and labor in accordance with local requirements.				
**Disconnection of utilities shall be coordinated by the contractor with the appropriate local service providers.				
52.0	Septic Abandonment		Each	\$6,775.00
53.0	CPDR Site Restoration		SF	\$1.67
54.0	PPDR Site Restoration		SF	\$ 1.71
55.0	PPDR Sediment/sand – removal of deposited sediment/sand/dirt		CY	\$ 37.00
56.0	CPDR Sediment/sand – removal of deposited sediment/sand/dirt		CY	\$37.00
57.0	PPDR/CPDR Direct haul to the Landfill Sediment/sand/dirt		Ton-mile	\$5.00
58.0	Fill Dirt (for below grade filling; basements, etc.)		CY	\$17.75

Sennebogen Tree Care Handler

Item	Description of work	Cost	Unit
.	Provide a Sennebogen Tree Care Handler for taking down and stacking on nearest ROW hazardous trees that are damaged by the hurricane on steep slopes at elevation. Rate includes all mobilization, operating and sustainment costs; includes all labor, safety and maintenance of traffic requirements for safe operation of machinery.	\$968.00	Hourly Rate

Double Ground Mulch for Beneficial Re-use

Item	Description of work	Cost	Unit
6.a.	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal. Double grind the woody, vegetative debris for a useful, beneficial product for community and residents.	\$ 5.70	/CY

This Amended Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.



All other terms and conditions of the original Contract Agreement remain unchanged.

_____, NC

SOUTHERN DISASTER RECOVERY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Josh Stein, Governor

NC Department of Public Safety

PURCHASING & LOGISTICS

Eddie M. Buffaloe Jr., Secretary
Tymica Dunn, Director

AMENDMENT NUMBER 1
State of North Carolina Department of Public Safety
NC Emergency Management
AND
Southern Disaster Recovery
IFB No. 19-IFB-015120-DAD

This Amendment # 1 ("Amendment") is entered by and between the North Carolina Department of Public Safety ("Agency") and Southern Disaster Recovery ("Contractor"), collectively known as "the Parties."

Whereas, the Parties agree that they entered into Contract 19-IFB-015120-DAD on September 24, 2020 (contract ending July 31, 2025 per extension) to implement/deliver debris hauling services with a cost not to exceed \$4,500,000.00;

Whereas, due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price-only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts.

The Parties hereby agree to amend the Contract as follows:

1. To add \$50,000,000.00 for additional debris hauling services as per Item 2, (Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of Way) and hauled to DMS/TDSRS or other disposal sites, for an increased cost of \$24.90.
2. The cost of this Amendment # 1 is not to exceed \$50,000,000.00. The Total Contract Cost upon execution of Amendment #1 is \$54,500,000.00, for a new cumulative contract value of \$54,500,000.00.
3. Updates have also been made to State and Federal Terms and Conditions so that they align with current state and federal laws.



ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)	\$ 17.50	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)	\$ 21.75	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)	\$ 17.75 \$ 163.00	/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$ 12.25 \$ 143.00	/CY /TON
5	Management of DMS/TDSRS (NOTE 4)	\$ 2.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 5.00	/CY
7	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TDSRS	7a \$ 6.00 7b \$ 1.75	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 2.75	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	\$ 3.90	/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area	\$ 1.00	/LB
11	Pick Up and Disposal of Hazardous Material	\$4.00	/LB
12	Freon Management and Recycling	\$ 31.00	/UNIT
13	Biowaste transportation and disposal	\$ 8.50	/LB
Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
14	24-inch diameter to 47.99-inch diameter measured 24" above ground	\$ 375.00	/STUMP
15	48-inch diameter and greater	\$ 525.00	/STUMP
Removal of Boulders			
16	Removal of hazardous boulders from 18" – 35.99" in diameter	\$ 65.00	EACH
17	Removal of hazardous boulders more than 36" in diameter	\$ 105.00	EACH
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
18	Removal of hazardous hanging limbs 2 inches or more at point of break	\$ 102.00	/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)	\$ 95.00	EACH

20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)	\$225.00	EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)	\$350.00	EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)	\$525.00	EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)	\$850.00	EACH
Marine Debris Removal			
24	Canal, waterway and ditch clearing	\$ 30.25	/LF
25	Bays and other open waters	\$ 245.00	/ACRE
26	Marine vessel and other land vehicle removal	\$ 45.00	/LF
The following items shall be billed on a time and material basis.			
27	Emergency Road Clearance	See Attachment II	

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add __\$5.00__ per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add __\$8.00__ per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using Item 1-4 rates as appropriate.
7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

ITEM DESCRIPTION (or equivalent)	Proposed Hourly Rate	
JD 544 Wheel Loader with debris grapple	\$145.00	
JD 644 Wheel Loader with debris grapple	\$165.00	
Extendaboom Forklift with debris grapple	\$125.00	
753 Bobcat Skid Steer Loader with debris grapple	\$115.00	
753 Bobcat Skid Steer Loader with bucket	\$115.00	
753 Bobcat Skid Steer Loader with street sweeper	\$115.00	
30-50 H Farm Tractor with box blade or rake	\$45.00	
2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$145.00	
3 - 4 cu. yd. Articulated Loader with bucket	\$165.00	
JD 648E Log Skidder	\$210.00	
CAT D4 Dozer	\$97.00	
CAT D5 Dozer	\$124.00	
CAT D6 Dozer	\$142.00	
CAT D7 Dozer	\$175.00	
CAT D8 Dozer	\$195.00	
CAT 125 - 140 HP Motor Grader	\$135.00	
JD 690 Trackhoe with debris grapple	\$165.00	
JD 690 Trackhoe with bucket and thumb	\$162.00	
Rubber Tired Trackhoe with debris grapple	\$165.00	
Rubber Tired Excavator with debris grapple	\$162.00	
JD 310 Rubber Tired Backhoe with bucket and hoe	\$52.00	
210 Prentiss Knuckleboom with debris grapple	\$185.00	
CAT 623 Self-Loader Scraper	\$135.00	
Hand-Fed Debris Chipper	\$85.00	
300 - 400 HP Tub Grinder	\$230.00	
500 - 1000 HP Tub Grinder	\$290.00	
30 Ton Crane	\$115.00	
50 Ton Crane	\$150.00	
100 Ton Crane	\$225.00	
40 - 60' Bucket Truck	\$195.00	
Greater than 60' Bucket Truck	\$220.00	
Fuel/Service Truck	\$72.00	
Water Truck	\$67.00	
Portable Light Plant	\$42.00	
Equipment Transports	\$115.00	
Lowboy Trailer with Tractor	\$151.00	
Flatbed Truck	\$55.00	
1/2 ton Pickup Truck	\$36.00	
3/4 ton Pickup Truck	\$42.00	
1-ton Pickup Truck	\$48.00	
Off road truck	\$165.00	

Self-Loading Dump Truck with debris grapple	95	
Single Axel Dump Truck, 5 – 12 cu. yd.	\$125.00	
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$175.00	
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$205.00	
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$245.00	
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$275.00	
Power Screen	\$310.00	
Stacking Conveyor	\$55.00	
Chainsaw (without operator)	\$2.00	
Air Curtain Incinerator, self-contained	\$24.00	
Temporary Office Trailer	\$5.00	
Mobile Command and Communications Trailer	\$12.00	
Generators from 10KW to 30KW	\$15.00	
PERSONNEL DESCRIPTION	Hourly Rate	
Operations Manager	\$57.00	
Superintendent	\$51.00	
Foreman	\$45.00	
Safety Officer/Quality Control Inspector	\$54.00	
Laborer & Traffic Control Flag person	\$35.00	
Documentation Clerk	\$50.00	
Time Keeper	\$30.00	
HAZMAT Operator	\$23.00	
HAZMAT Technician	\$115.00	
Household HAZMAT Inspection and Removal Crew	\$315.00	
Skilled Sawman	\$42.00	
Crew Foreman with cell phone	\$45.00	
Tree Climber	\$22.00	
MATERIAL DESCRIPTION	/YARD	
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	\$ 12.00	

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. PERFORMANCE

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) In Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alternations. The State reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the Contract.

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor

responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.

- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. **INTERPRETATION, CONFLICT OF TERMS:**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract

(P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.

- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
 - e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
 - f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.
4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
7. **SITUS AND GOVERNING LAW:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

Wholly State Funded Contracts.

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- d) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- e) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- j) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
 - k) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - l) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.
9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor. The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.
- a) Vendor warrants to the best of its knowledge that:
 - i. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions arising from, or alleged under, any Intellectual property rights of any third party.
 - b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
 - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
 - d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's

material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. **ACCESS TO PERSONS AND RECORDS:**

- a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
1. The State Auditor.
 2. The internal auditors of the affected department, agency or institution.
 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
 - c) The Joint Legislative Commission on Governmental Operations has the authority to:
 1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
 2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
 3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
 4. Receive reports as required by law or as requested by the Commission.
 5. Access and review
 - a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 - b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
 - d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
 - e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
 - f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
 - g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
 - h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. ASSIGNMENT OR DELEGATION OF DUTIES:

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher Insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors: (1) Potential for damage to State property or property of a third party, (2) Potential for bodily injury to State employees or third parties, (3) Whether Vendor will transport State property, clients, or employees, (4) Use of a vehicle to accomplish the work or to travel to or from State locations, (5) Anticipated physical contacts of the Vendor with the State, (6) Anticipated number and activity of Vendor personnel within the State, and (7) Any other unique considerations that could result in harm, bodily injury, or property damage. The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

- a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:
- i. For Small Purchases as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
 - ii. For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:
 1. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage.

iii. For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:

1. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
3. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/underinsured motorist; and \$5,000.00 medical payment.

16. **GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT:** (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
 - b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
 - c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.
18. **SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified there in.
19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the

State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 et seq. Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to Inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143- 59.4.
22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion,

riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
28. **FEDERAL FUNDS PROVISIONS:** *Where federal funds are utilized in connection with this procurement, and to the extent applicable* and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination. Any links to websites not maintained by the State are provided as a courtesy. **Some of these same provisions are contained later in the document under Attachment H: FEMA Rules and Regulations.** The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.
- ✓ a) **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
 - b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
 - c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
 - d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with the Contract Work Hours and Safety Standards Act.
 - i. **Overtime requirements.** No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
- iii. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
- iv. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **Clean Air Act and The Federal Water Pollution Control Act.**

i. **Clean Air Act**

- 1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

ii. **Federal Water Pollution Control Act**

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

- i. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

- i. To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- ii. Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) **Procurement of Recovered Materials.**

- i. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: • Competitively within a timeframe providing for compliance with the Contract performance schedule; • Meeting Contract performance requirements; or • At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:

- i. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled **"AMENDMENTS,"** except as approval and signature by any federal official may also be required.
 - k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
 - l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 - m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
 - n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
 - o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
 - p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled **"ADVERTISING,"** the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
 - q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.
29. **PREA:** NCDPS is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor, or party. Staff, volunteers, vendors, contractors, or parties are strictly prohibited from engaging in personal dealings or conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff member will contradict the standards of the Federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under State law, consent of the inmate or

juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with NCDPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985. Also, it may violate State law to sell or give an inmate or juvenile and alcoholic beverages, barbiturates or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate State law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy. By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this solicitation. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
 - a) **Notice to Cure.** NCEM shall give written notice of the conditions of default, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b) **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.
5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but are not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*,

that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it shall assist the cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that is shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

- a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).
- c) *Withholding for unpaid wages and liquidated damages.*
 - a. *Withholding Process.* NCEM may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Vendor under this contract, any

other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - ii. A contracting agency for its reprourement costs;
 - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - iv. A contractor's assignee(s);
 - v. A contractor's successor(s); or
 - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- d) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate
- e) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - d. Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and

the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

8. Clean Air Act and The Federal Water Pollution Control Act.

Clean Air Act

- a) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Vendor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) The certification is a material representation of the fact relied upon by NCEM. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (as amended).

Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Vendors must sign and submit to NCEM the certification regarding lobbying.

11. Procurement of Recovered Materials.

- a) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be

- acquired: competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price
- b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website
<http://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
 - c) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) *Prohibitions.*
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
 - 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting Requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.
15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:
 - a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.
16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
 17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
 20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
 21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteranowned businesses, and labor surplus area firms are considered when possible."
 22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for Infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
 23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
 24. **Buy Clean.** NCEM encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, NCEM encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
 25. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all

issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

26. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
27. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

28. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).

29. **Subcontracts.** Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Carolina.

Contractor shall be as fully responsible to NCEM for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power in regard to terminating any subcontract that NCEM may exercise over Contractor under any provision of the Contract Documents.

Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCEM.

30. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, provided that claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.
31. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
32. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
33. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
34. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R.

200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

35. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, Vendor is required to pay wages not less than once a week.
36. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.
37. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Except as modified herein all other terms and conditions as set forth in the original Contract 19-IFB-015120-DAD shall remain in effect for the duration of the Contract. A new solicitation is being prepared to address ongoing debris removal efforts beyond this emergency and exigency.

Executed by authorized officials as of the date indicated below.

Southern Disaster Recovery

Name: Al McClaran

Title: CEO

Signature: Al McClaran

Date: 01/24/2025

North Carolina Department of Public Safety

Name: Tim Pendergrass

Title: Procurement Specialist III

Signature: Tim Pendergrass

Date: 1/30/2025

**TOWN OF WAYNESVILLE COUNCIL MEMBERS
REQUEST FOR COUNCIL ACTION
Meeting Date: February 11, 2025**

SUBJECT: Rotary Club of Waynesville Week

AGENDA INFORMATION:

Agenda Location:	Proclamation
Item Number:	
Department:	Administration
Contact:	Vic Dossey, Rotary Club of Waynesville
Presenter:	Mayor Gary Caldwell

BRIEF SUMMARY: The Rotary Club requests that Mayor Caldwell proclaims the week of February 21st, 2025 “the Rotary Club of Waynesville Week” to celebrate the Rotary Club’s 100 year anniversary.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

- Rotary Club of Waynesville Week Proclamation

MANAGER’S COMMENTS AND RECOMMENDATIONS:

TOWN OF WAYNESVILLE PROCLAMATION

WHEREAS, the Rotary Club of Waynesville was founded on January 25, 1925 and received its charter from Rotary International on February 21, 1925, joining an organization that today has more than 1.2 million men and women, in more than 45,000 clubs in over 200 countries around the world committed toward building goodwill and serving as a force for world peace; and,

WHEREAS, Waynesville Rotary is an organization of business and professional leaders who are united and dedicated to provide humanitarian services, encourage high ethical standards in business and professions, recognize the worthiness of all useful occupations and encourage the ideal of service in personal, business and community life of every Rotarian; and,

WHEREAS, Waynesville Rotary's guiding principle is that of "*Service Above Self*"; and,

WHEREAS, Waynesville Rotary continually pursues the five avenues of service; community service, vocational service, international service, new generations service, and club service; and,

WHEREAS, in pursuit of these goals, Waynesville Rotary has played key roles in bringing enhanced value to our community, our region and the world, through;

- | | |
|---|--------------------------------------|
| ..Christmas baskets for families | ..Manna Food Bank meals for students |
| ..Scholarships for students | ..Allens Creek Park Pavilion |
| ..Habitat Housing | ..Pathways meals and housing |
| ..Eradication of Polio world-wide effort | ..Foreign Student Exchange Programs |
| ..Honor Air Flights for veterans to WWII, Korean, Vietnam Memorials | |
| ..Major building support to Haywood Vocational Opportunities | |
| ..Many, many community fund raising projects; and, | |

WHEREAS, the Waynesville Rotary, now celebrates 100 years of "*Service Above Self*" applying the Four-Way Test used by Rotarians world-wide of the things we think, say or do as a moral code for personal and business relationships.

The Four-Way Test: 1. Is it the truth? 2. Is it fair to all concerned? 3. Will it build good will and better friendships? 4. Will it be beneficial to all concerned?;

NOW, THEREFORE, I, Gary Caldwell, Mayor of the Town of Waynesville, congratulate the Rotary Club of Waynesville on it's 100th Anniversary, and look forward to its continued innovation and leadership in our community, do hereby proclaim the week of February 21, 2025 as

ROTARY CLUB OF WAYNESVILLE WEEK

in Waynesville, North Carolina in celebration of Rotary's commitment to service.
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this 11th day of February, in the year of our Lord, two thousand and twenty-five.

ATTEST:

Town of Waynesville

Candace Poolton, Town Clerk

Gary Caldwell, Mayor

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 11 February 2025**

SUBJECT: 2024 Annual Report

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Assistant Chief Chris Mehaffey
Presenter: Assistant Chief Chris Mehaffey

BRIEF SUMMARY:

2024 At A Glance Info

MOTION FOR CONSIDERATION:

None

ATTACHMENTS:

2024 Report
2024 At A Glance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

WAYNESVILLE FIRE DEPARTMENT

ANNUAL REPORT 2024





WAYNESVILLE FIRE DEPARTMENT



MISSION, VISION & EXPECTATIONS

MISSION

THE PRIMARY MISSION OF THE WAYNESVILLE FIRE DEPARTMENT IS TO PROTECT AND ENHANCE THE HIGH QUALITY OF LIFE FOR THE CITIZENS AND VISITORS OF THE TOWN OF WAYNESVILLE FROM THE ADVERSE EFFECTS OF NATURAL AND MAN-MADE EMERGENCIES.

VISION

"THE WAYNESVILLE FIRE DEPARTMENT MEMBERS RECOGNIZE THAT THE CITIZENS OF THE WAYNESVILLE FIRE DISTRICT ARE THE REASON FOR OUR PRESENCE AND WILL PROTECT THEM WITH "HONOR, COMPASSION, COURAGE, AND COMMITMENT".

EXPECTATIONS

1. MAINTAIN AND PROMOTE A WINNING ATTITUDE
2. PRACTICE THE GOLDEN RULE
3. BE A TEAM PLAYER
4. SEEK EXCELLENCE
5. DO THAT WHICH IS RIGHT
6. STAY FOCUSED
7. PARTICIPATE
8. CAPITALIZE ON ADVERSITY

LETTER FROM THE CHIEF



Thank you for your interest in Waynesville Fire Department. 2024 was an eventful year for the Department. Hurricane Helene and the subsequent flooding that struck our community was certainly the most impactful event of the year. Despite this, the department has made many great strides forward, collectively. Our members are always striving to improve the service that we provide to our community and visitors. Thank you to the Citizens, Town Council, and Town Staff for helping us seek the resources needed to protect our community. With this help, the department was able to place a new tanker, two water rescue boats, and some additional water rescue gear into service. The water rescue gear obviously came at the right time and proved to be invaluable. The department was also able to add new self-contained breathing apparatus (SCBA) through a FEMA Assistance to Firefighters Grant (AFG).

Our Town is in the midst of increased growth and, consequently, Waynesville Fire Department is facing increased demands for service. The Department responded to 3349 calls in 2024, a slight decrease from the 2023. There were several factors that led to this smaller number of responses, including network issues during flood operations. This is a change to the 37% increase in call volume over the past 10 years. The Department was able to add two of the four new firefighters authorized by Town Council. The additional two will be added in January. This will bring the number of total shift personnel to six, including five full-time employees and one part-time employee per 24-hour shift.

Waynesville Fire Department and its members are committed to increasing our abilities to help keep the citizens and visitors of Waynesville safe. I would like to commend the hard-working members of the department for their commitment and dedication to the community.

Sincerely,

Joey Webb, SR.
Fire Chief

2024 HIGHLIGHTS

- Placed Zodiac rescue boat and NRS raft into service
- Received and placed new tanker into service
- Hurricane Helene response and recovery
- Added first two of four new firefighters, Edgar Julian and Austin McClure
- Haywood Heroes benefit concert hosted by Axe and Awl
- Chief Webb was installed as President of the NC Chief's Association Board
- Hosted a Western North Carolina Firefighters Association meeting
- Sent original, 1926 American Lafrance, Waynesville fire engine to have it returned to running condition (via donations)
- Engineer Claudio Fuentes obtained his Fire Inspector I certification
- First ever firefighter-specific cancer screening in conjunction with Waynesville Professional Firefighters Association
- Added thermal imagers for each riding position



TOWN AND DEPARTMENT DEMOGRAPHICS

25 SQUARE MILES

(CITY LIMITS AND FIRE DISTRICT)

21

**FULL-TIME
PERSONNEL**

14,000 POPULATION

(CITY LIMITS AND FIRE DISTRICT)

17

**PART-TIME
PERSONNEL**

\$2,598,945

BUDGET

16

**PAID-ON-CALL
PERSONNEL**

2 FIRE STATIONS

4 ENGINES

1 LADDER TRUCK

2 TANKERS

1 BRUSH TRUCK

3 STAFF VEHICLES

2 MEDICAL QRV'S

1 ATV

DEPARTMENT ORGANIZATION

ADMINISTRATION

1 FIRE CHIEF

1 ASSISTANT FIRE CHIEF

1 FIRE MARSHAL

FOR EACH 24-HOUR SHIFT (A, B, C, D SHIFTS)

1 SHIFT CAPTAIN

3 ENGINEERS

1 FIREFIGHTER

2 PART-TIME FIREFIGHTERS
(12 HOUR PEAK TIME)

NEW FULLTIME EMPLOYEES

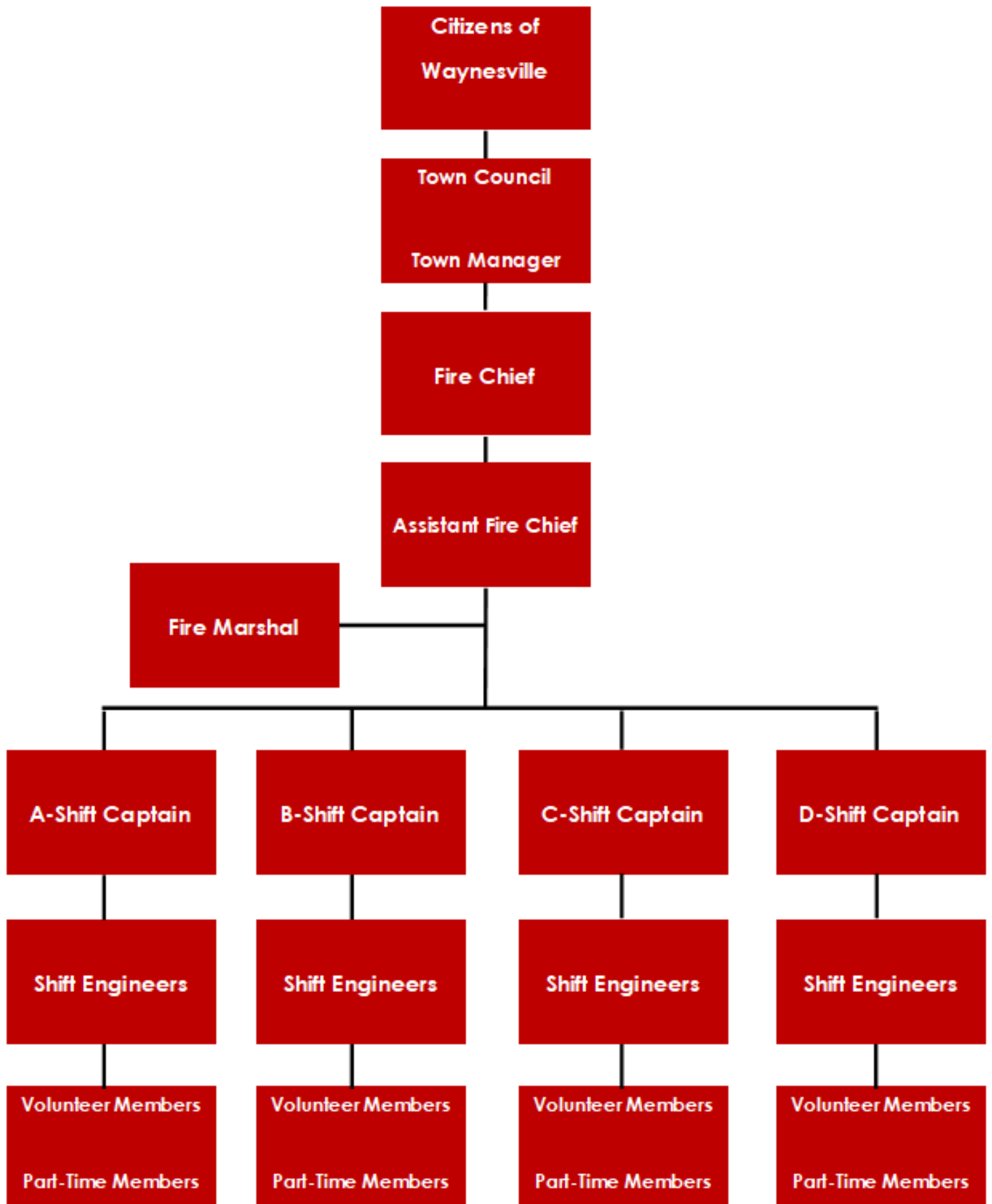
EDGAR JULIAN



AUSTIN MCCLURE



DEPARTMENT ORGANIZATION



PAID-ON-CALL (VOLUNTEER) MEMBERS

LEVI BROOKS, PROBATIONARY FIREFIGHTER

TERRY CRUMPLER, FIREFIGHTER

LEONARD DAVIS, SAFETY OFFICER

LUIS DELGADO, FIREFIGHTER

WILLIAM FRANKLIN, SAFETY OFFICER

WILLIE HICKMAN, LIEUTENANT

MATT JONES, LIEUTENANT

RICK MCELROY, FIRE INVESTIGATOR

BOB MESSER, FIREFIGHTER

RORY PHIPPS, FIREFIGHTER

BRETT SIMMONS, FIREFIGHTER

HARRISON SMITH, FIREFIGHTER

LESLIE SMITH, FIREFIGHTER

TYLER WEBB, FIREFIGHTER

TERRY TRANTHAM, TRAFFIC OFFICER

MIKE LANCASTER, TRAFFIC OFFICER

PART-TIME MEMBERS

GREG SHUPING, SENIOR LIEUTENANT

BEN BUCHANAN, ENGINEER

DEE MASSEY, ENGINEER

BEN HOOPER, ENGINEER

CHANCE BEST, FIREFIGHTER

CODY COOPER, FIREFIGHTER

SILAS COOPER, FIREFIGHTER

ZACK DAVIS, FIREFIGHTER

CHRIS GREENE, FIREFIGHTER

LANE KIMSEY, FIREFIGHTER

COLTON LOCKLEAR, FIREFIGHTER

JACOB MCCRACKEN, FIREFIGHTER

ZACH REECE, FIREFIGHTER

TRAVIS WEBB, FIREFIGHTER

LUKE WILLIAMSON, FIREFIGHTER

AARON WILLIS, FIREFIGHTER

JESSICA WILLIS, FIREFIGHTER

CAREER MEMBERS

JOEY WEBB SR, FIRE CHIEF

CHRIS MEHAFFEY, ASSISTANT FIRE CHIEF

DARRELL CALHOUN, FIRE MARSHAL

A SHIFT

DOUG SMITH, CAPTAIN

MARK YARBOROUGH, ENGINEER

SHANE MESSER, ENGINEER

LUKE PALMER, ENGINEER

AUSTIN MCCLURE, FIREFIGHTER

B SHIFT

JOSH EVANS, CAPTAIN/FIRE INVESTIGATOR

RYAN GIBSON, ENGINEER

HANK BAKER, ENGINEER

CLAUDIO FUENTES, ENGINEER

C SHIFT

MIKE LENTZ, CAPTAIN

GABE BURCH, ENGINEER

WES ALLISON, ENGINEER

TREY SILVER, ENGINEER

D SHIFT

CODY PARTON, CAPTAIN

JASON WEBB, ENGINEER

LLOYD MESSER, ENGINEER

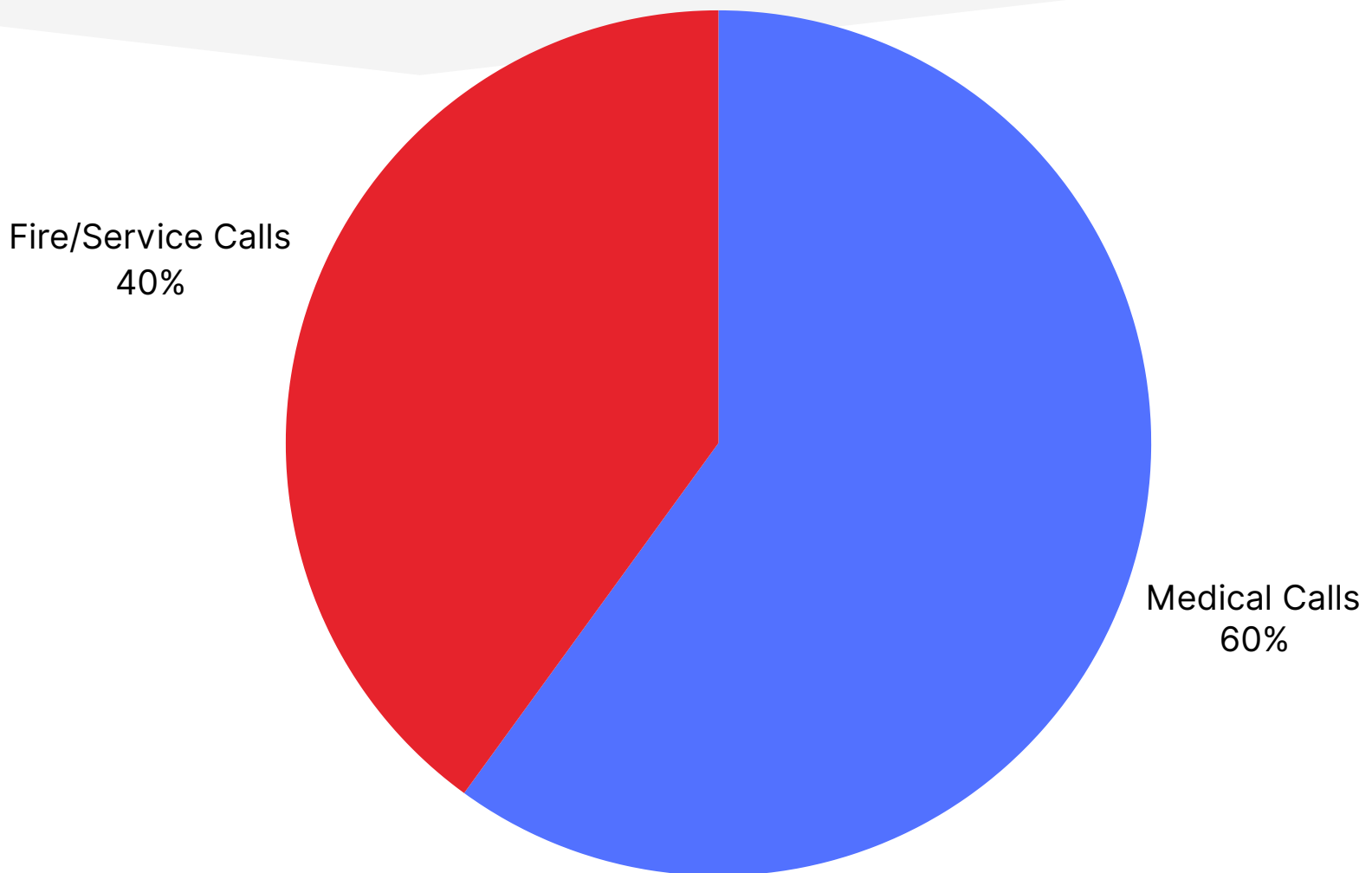
JONATHAN BROOKS, ENGINEER

EDGAR JULIAN, ENGINEER

RESPONSE INFORMATION

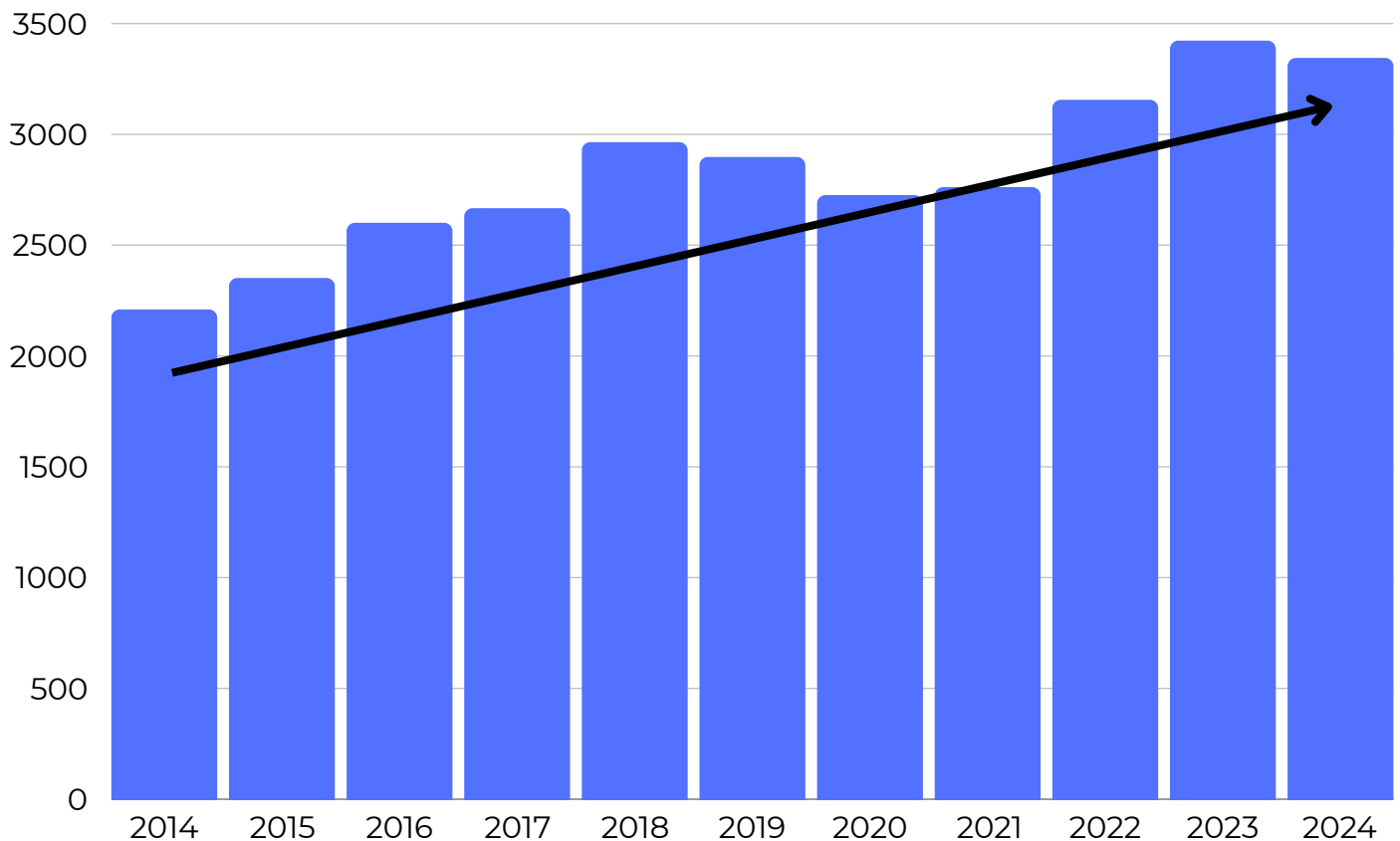
3349

TOTAL
INCIDENTS



RESPONSE INFORMATION

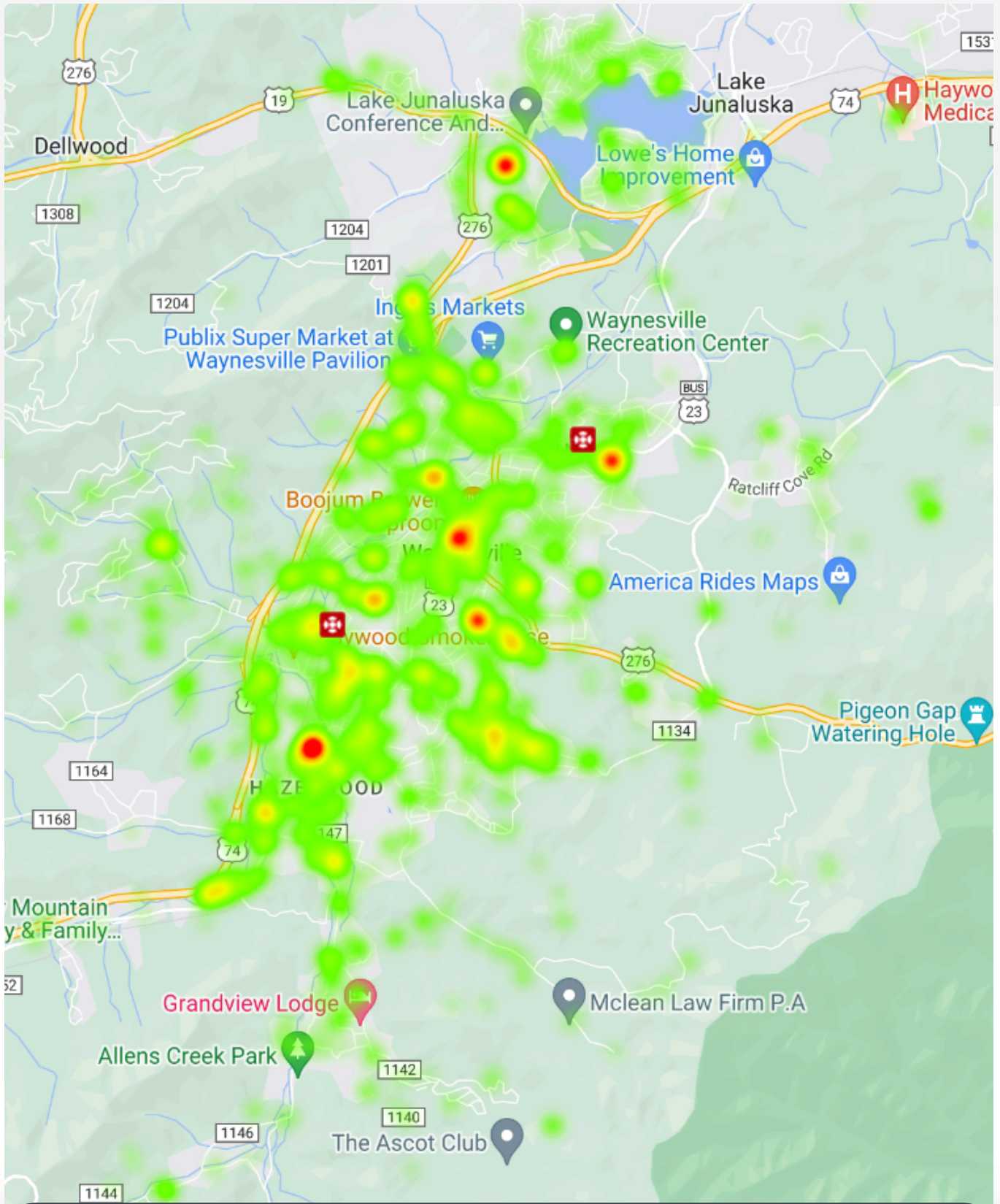
3349 RESPONSES



35%

**10 YEAR
RESPONSE
INCREASE**

GEOGRAPHIC RESPONSE MAP (HEAT MAP)

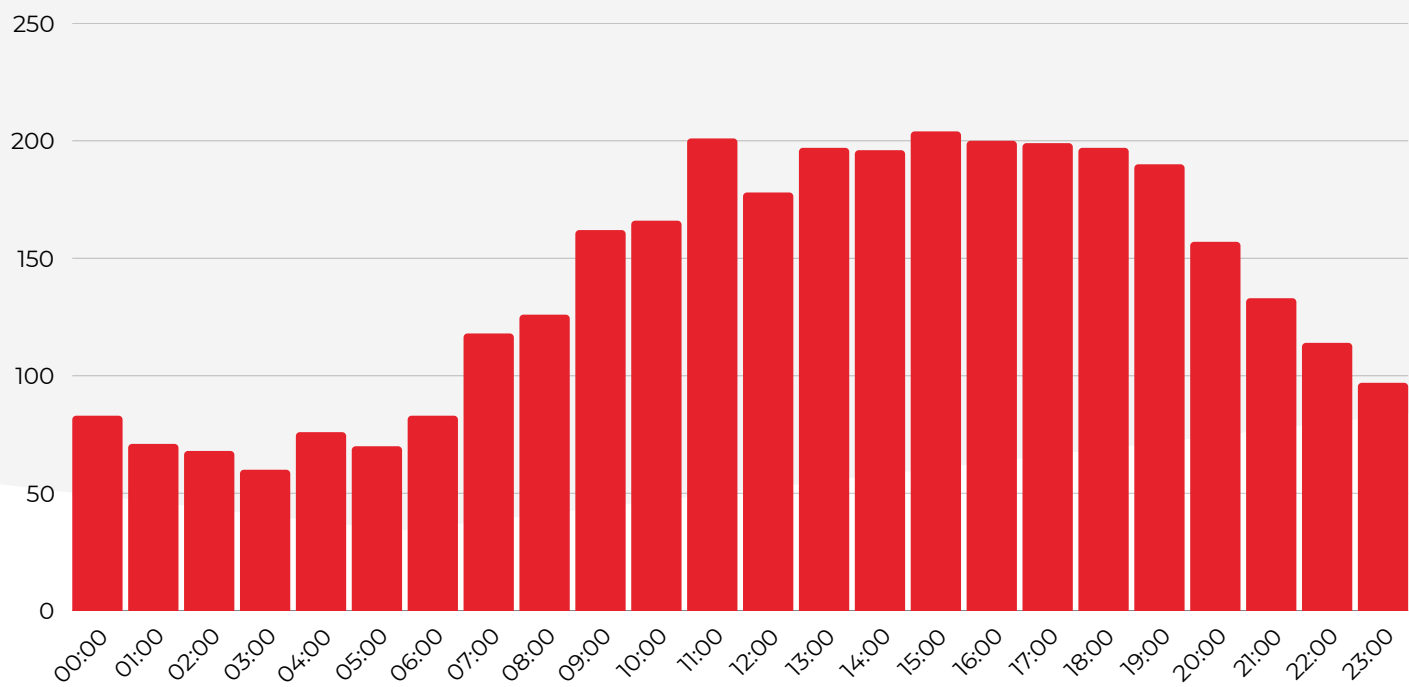


**CALL OVERLAP AT 32%!!
DOWN FROM 37% IN 2023**

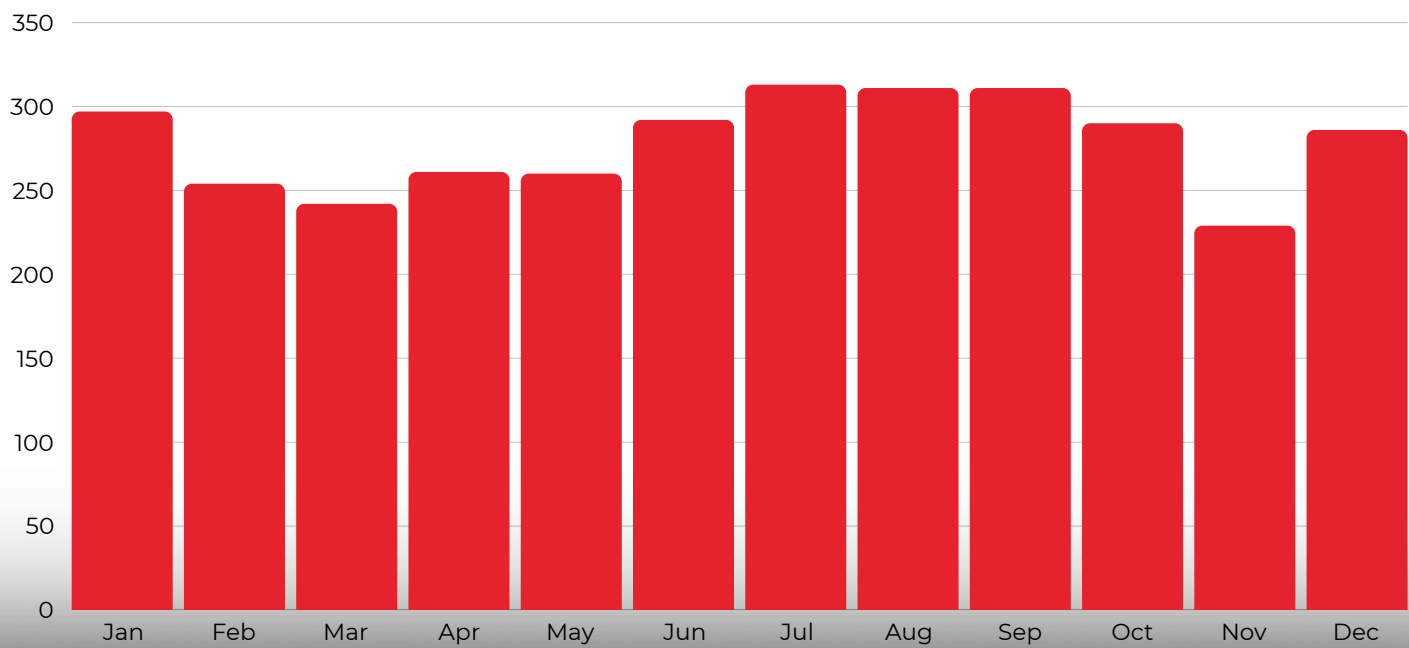
**NATIONAL STANDARDS SUGGEST ADDING A
STATION (UNIT) FOR EVERY 10% OVERLAP.**

RESPONSE INFORMATION

RESPONSES BY HOUR



RESPONSES BY MONTH



FIRE PREVENTION

EDUCATED-2,488 CHILDREN 2,328 ADULTS

CARDIAC ARREST SAVES - 2

FIRE DRILLS CONDUCTED-6

LOCK DOWN DRILLS CONDUCTED-33

PLANS REVIEW - 28

TECHNICAL REVIEW COMMITTEES - 24

SMOKE ALARM INSTALLATIONS/SERVICE - 39

STOP THE BLEED CLASSES-4 FOR 64 STUDENTS

INSPECTIONS - 236

CAR SEAT INSTALLATIONS - 53

CAR SEAT CHECKING EVENTS - 1

COMMUNITY CPR CLASS PROVIDED- 15 ADULTS

NC FOREST SERVICE BURNING PERMITS - 16



NEW EQUIPMENT



TANKER 15



RESCUE BOATS





NOV 02
41 DEPOT STREET

PRESENTED BY:
AXE AND AWL LEATHERWORKS

THE BROTHERS GILLESPIE
WITH *THE* BORROWED BAND

POWERED BY: HISTORIC FROG
LEVEL MERCHANTS ASSOCIATION

HAYWOOD HEROES

PROCEEDS TO SUPPORT CLYDE AND WAYNESVILLE
FIRE DEPARTMENT HURRICANE RELIEF





WAYNESVILLE FIRE DEPARTMENT

CONTACT:

Station 1

1022 N Main Street
(828) 456-5363

Station 2

280 Georgia Avenue
(828) 456-8648



<https://www.waynesvillenc.gov/departments/fire>



[HTTPS://WWW.FACEBOOK.COM/WAYNESVILLENCFIRE
DEPARTMENT](https://www.facebook.com/waynesvillencfiredepartment)



[@WAYNESVILLE_NC_FIRE_DEPARTMENT](https://www.instagram.com/waynesville_nc_fire_department)



2024 AT A GLANCE



3349 Total Incidents
(2.2% Decrease)



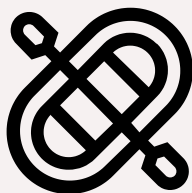
Placed New
Tanker In Service



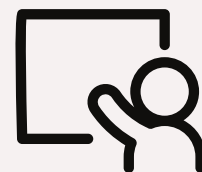
Responded to Hurricane
Helene and flooding



Added first two of four
new firefighter positions



Placed new Zodiac
boat and NRS raft
into service



Educated 2,488
Children and
2,328 Adults

Call Overlap at 32% (decrease of 5%)

NATIONAL STANDARDS SUGGEST ADDING A
STATION (UNIT) FOR EVERY 10% OVERLAP.

**WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2025**

SUBJECT: Presentation by WithersRavenel engineers on the update to the Stormwater Master Plan.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman, Assistant Development Services Director
Presenter: WithersRavenel

BRIEF SUMMARY:

On March 23, 2023, the Town of Waynesville was awarded a \$400,000 Stormwater Planning Grant, funded by the American Rescue Plan Act's (ARPA) and administered by the NC Department of Environmental Quality (NC DEQ). The Planning Grant will update the existing 2008 Stormwater Master Plan and create a new Comprehensive Stormwater Master Plan. The updated plan will include an asset inventory and assessment, a broad study to identify stormwater improvements on Town's properties, an evaluation of areas where the sewer system is infiltrating the stormwater system, and other long-term planning initiatives. It will also identify potential capital improvement projects and offer specific recommendations.

The Plan was started in the Fall of 2023, and is reimbursement-based. No matching funds from the Town are required. The grant timeline, as approved by the NC DEQ, is attached for reference. Upon receiving the grant, the Town staff advertised a Request for Qualifications (RFQ), resulting in the selection of WithersRavenel, an engineering firm with extensive relevant experience and a detailed scope of services.

The grant requires that an update be presented to the Council on progress. Today, WithersRavenel will provide an update via a presentation. The grant is scheduled to close out by the end of 2026, and both a draft and a final version of the Stormwater Master Plan will be presented to the Town Council at that time.

ATTACHMENTS:

- Comprehensive Stormwater Master Plan Awarded Grant
- Project timeline
- Power Point Presentation by WithersRavenel engineers

MANAGER'S COMMENTS AND RECOMMENDATIONS:

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

March 23, 2023

Mr. Rob Hites, Town Manager
Town of Waynesville
16 South Main Street
Waynesville, NC 28786

Subject: Stormwater Planning Grant Letter of Intent to
Fund
Town of Waynesville
Waynesville LASII Planning - Comprehensive
Stormwater Masterplan
September 2022 Application Cycle
Project No.: SRP-SW-ARP-0060

Dear Mr. Hites:

The Division of Water Infrastructure (Division) has reviewed your application for a Stormwater Planning Grant, and the State Water Infrastructure Authority (SWIA) has approved your project as eligible to receive a grant. The Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) will be one hundred percent of eligible project costs up to a maximum of \$400,000. Projects funded from ARPA must meet applicable federal law and guidance for the ARPA funds.

The first milestone is the submittal of a preliminary project scope that includes a cost estimate and schedule for each major task by June 1, 2023. Please email this to Jason Robinson at jason.t.robinson@ncdenr.gov. Upon review of this information, we will issue the grant agreement and information package for your signature and approval.

All costs incurred prior to March 3, 2021, are not eligible for ARPA funds and the Division will make no reimbursements for ARPA funds after December 31, 2026.

Please note that work conducted prior to the receipt of the grant offer may later be determined to be ineligible, so please contact us if you desire to proceed before receipt of the grant offer. Some items included in the application may not be eligible for funding.

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Engineering Services Procurement

The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.

Upon receipt of your letter of intent to fund, please fill out the attached Federal ID & Unique Entity ID (UEI) form and email it to Pam Whitley at pam.whitley@ncdenr.gov. If you choose to decline this funding, the Authorized Representative as declared in the application must directly contact the Division project manager via email or letter on the applicant's letterhead.

We look forward to working with you on this project. If you have any questions, please contact Jason Robinson at jason.t.robinson@ncdenr.gov or by phone at (919) 707-3887.

Sincerely,



Jon Risgaard, Chief
State Revolving Fund Section

EC: Amanda Whitaker, WithersRavenel (via email)
Steve Marks, WithersRavenel (via email)
Jason Robinson (via email)
LASII Project File (COM_LOIF)

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

SHADI ESKAF
Director



NORTH CAROLINA
Environmental Quality

August 10, 2023

Mr. Rob Hites
Town of Waynesville
16 South Main Street
Waynesville, North Carolina 28786

Subject: Preliminary Project-Scope Approval &
Transmittal of Offer-and-Acceptance Funding Award
Stormwater Planning Grant
Waynesville LASII Planning - Comprehensive
Stormwater Masterplan
DWI Project No(s): SRP-SW-ARP-0060

Dear Mr. Hites:

The Division of Water Infrastructure (**Division**) has reviewed the recently submitted preliminary project scope information, and we have no objections concerning the document(s) provided. Therefore, we are pleased to inform you the preliminary scoping document is approved herein.

In addition, with this document's approval, the above-referenced project, thusly, is now authorized to receive its intended *American Rescue Plan Act (ARPA)* funding, provided from the State Fiscal Recovery Fund (SFRF), as established in Session Law (S.L.) 2021-180 please note projects funded from the SFRF must meet applicable federal law and guidance for the ARPA funds. *The ARPA grant funding will cover one hundred percent (100%) of eligible, stormwater study, design or plan costs from the S.L. 2021-180 appropriation.*

Accordingly, enclosed are two (2) copies of an "offer-and-acceptance" document extending the **Town of Waynesville a funding award** in the total amount of **\$400,000**. This award is made by the Division subject to the "Assurances" and "Conditions" set forth in the enclosed offer-and-acceptance document.

Upon your acceptance, please submit the following items to the Division, and addressed directly to the attention of **Pam Whitley**, Division of Water Infrastructure, 1633 Mail Service Center, Raleigh NC 27699-1633 (Pam.Whitley@deq.nc.gov):

1. A resolution (sample copy attached), adopted by your governing body, accepting the ARPA grant offer, and making the applicable assurances contained therein; and
2. One (1) original copy of the "offer-and-acceptance" document, executed by the designated Authorized Representative for the project, along with the signed "Standard Conditions" and "Assurances". Please retain the fully executed, second original copy for your files.

Reimbursement requests must be prepared using our standardized reimbursement-request form. A reference copy of this form has been enclosed for your convenience. You are free to reproduce this form should



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Mr. Hites
Town of Waynesville
August 10, 2023
Page 2 of 2

additional copies be needed. Reimbursement requests shall be forwarded to a DWI Accountant at DWI.Businessoffice@deq.nc.gov. *Once work referenced within the approved scoping document commences, an updated, fully-completed, current and signed/dated copy of our Reimbursement Request Form must be submitted with all reimbursement requests.*

Finally, regarding reimbursements, please note the following:

Disbursement is based on the progress made on the project. To obtain payment, you must document the expenditures for which the payment is requested. Final disbursement (10%) will be made only after receiving a final deliverables documenting the completion and findings of the study, as approved herein. **All costs incurred prior to March 3, 2021, are not eligible for ARPA funds, and all ARPA funds must be expended prior to December 31, 2026.**

On behalf of the Department of Environmental Quality, I am pleased to make this offer of ARPA funds, made available by the SFRF. If you have any questions, please contact Jason Robinson, P.E., by telephone at 919.707.3887 or by e-mail at jason.t.robinson@deq.nc.gov.

Sincerely,

DocuSigned by:



6300A872077B4C5...
Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: ARPA Grant Offer-and-Acceptance Document (2 copies)
Reimbursement-Request Form
Resolution-to-Accept ARPA Grant Offer (suggested format)
Professional Engineering Services Procurement Certification

cc: Rob Hites, Town of Waynesville (via email at rhites@waynesvillenc.gov)
Amanda Whitaker, WithersRavenel, Greensboro (via email at awhitaker@withersravenel.com)
Steve Marks, P.E., WithersRavenel, Cary (via email at smarks@withersravenel.com)
Antonio V. Evans, P.E. (DWI, via e-mail)
Mark Hubbard, P.E., (DWI, via e-mail)
Jason Robinson, P.E. (DWI, via e-mail)
Karin Britt (DWI, via e-mail)
DWI Administrative Unit (DWI, via e-mail)
Pam Whitley (DWI, via e-mail)
Jennifer House (DWI, via e-mail)
ARPA File (EREID – ERAL)
Project Agreement #: 2000067126

Waynesville LASII Planning - Comprehensive Stormwater Masterplan

Preliminary Project Scope, Cost Estimate, and Schedule for Each Major Task

The Town of Waynesville is requesting \$400,000 for the Comprehensive Stormwater Master Plan to include stormwater system mapping, infrastructure condition assessment, development of capital improvement plans and designs, and resiliency planning for current conditions and future growth. The project will also focus on aligning the new Stormwater Plan with Waynesville 2035 Comprehensive Land Use Plan to focus both on water quality and quantity issues and identify sensitive areas of the Town with crucial needs for stormwater infrastructure improvements and risk mitigation. The areas that will be assessed for stormwater-related planning and improvement include but are not limited to Town's facilities and properties, drainage infrastructure (including Town's outfall system and culverts), and mitigation measures along impaired streams within the watershed of Richland Creek, which is on the 303(d) list for 'elevated fecal coliform bacteria' (2016). The preliminary project scope, schedule, and cost estimates are outlined below:

2023:

1. **May - June** : Prepare and finalize RFQ
2. **July - August** : Advertise / send out RFQ
3. **September 15**: RFQ Response Deadline
4. **October**: Consultant Selection, contracting
5. **November**: Project kick-off: initial meeting with consultant, scheduling, strategizing tasks and deliverables.

2024:

6. **January – August: Field Work, Data Collection:**
 - **Asset Inventory & Assessment of Existing Infrastructure:** assessment of potential mitigation sites, environmentally sensitive areas (impaired stream areas), Town properties (including Public Services Facility with fleet maintenance facility and Finance Office that is in the floodplain), and Town-owned SCMs
 - Field inspections of sites, drainage infrastructure and outfall analysis
 - Assessment of existing culverts, storm drains, and stream capacity for handling current and increased precipitation frequency and intensity
 - Data Gap Analysis
 - Data collection, field testing, identifying stormwater improvements and repairs
 - Assessment and analysis of current conditions and resiliency
7. **September – May: Reporting and Plan Draft:**
 - Evaluation of selected mitigation sites
 - Statement of current conditions
 - Conceptual capital projects
 - Mapping, reporting, and recommendations
 - Database update
 - H&H Modeling

- Engineering and cost estimates of improvements
- Development of stormwater capital improvement plan and related designs based on water quality and quantity findings
- Plan for stormwater infrastructure replacements and best management practices
- Long-term maintenance plan based on the age and condition of the stormwater infrastructure
- Analysis of future impacts and identification of at-risk structures; areas of future growth; and opportunities for resiliency plan actions.
- Assessment of financial needs and preliminary cost estimates for repairs, replacements, and capital improvement projects identified in the Plan
- Identifying potential flooding hazards throughout the Town by targeting a wide array of measures including green infrastructure, natural channel design, and engineered drainage infrastructure
- Prioritization of projects according to impact and effectiveness
- Draft Comprehensive Stormwater Masterplan of 10 years from the projected adoption of the plan.

2025:

8. June – September: Public Workshops and Community Input:

- Initial Presentation to the Town Council for input on the Master Plan Draft and public comment.
- Public workshop for community feedback, education, and participation.
- Meeting with stakeholders (number to be determined based on need and study areas) for additional input: Town departments' leadership teams, board members, and local business owners.
- All events will be advertised in the local newspaper, Town Hall bulletin board, Town's website and social media.

9. October - December: Stormwater Master Plan corrections and additions; final version ready

2026:

- 10. January - February:** Presentation of the Plan to the Council for final approval and adoption. This public hearing will be properly advertised for community notification.
- 11. March - May:** Finalizing the adoption process, minutes, and signatures. Ordering the printed version of the Plan, and posting it on the Town's website.
 - Incorporate Stormwater Master Plan Capital Improvement Program into Town's FY budget draft
- 12. June – November:** Collecting reimbursement paperwork and relevant documentation, reporting to the State, and applying for reimbursements.
- 13. December:** Grant Close out.

The proposed planning project will address public education and outreach, public involvement and participation, illicit discharge detection and elimination, pollution prevention and good housekeeping for municipal operations. Throughout the process, the Town will look for ways to integrate stormwater

education to proposed projects (i.e., community workshops, public hearings advertisement on social media, Town's web pages, and local stakeholder involvement). The Town will also target projects that connect people to the environment (i.e., water quality parks near greenways and recreational facilities, encourage low impact developments, etc.).

The cost estimates that are included on the last page of this document are based on the specific tasks:

Task 1 - Project Management & Grant Administration

Project Management Services following best practices to meet objectives, quality standards, schedule, and budget. The Consultant will conduct a kickoff meeting with Client staff to obtain necessary background information including flooding history, maps, and locations of known problem areas. The Consultant will provide the following services as part of this task:

- Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project.
- Monthly updates to Client staff regarding project progress.
- Administer the project internally.
- Participate in regularly scheduled conference calls with Client to discuss project progress.
- Manage project processes, communication, and resources.
- Review appropriate State and federal American Rescue Plan Act (ARPA) guidelines applicable to this Project.
- Complete preliminary paperwork needed to submit reimbursements for the Project.
- Prepare requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
- Assist the Client Finance Officer in keeping necessary files and match documentation.
- Act as a liaison as required between the Client and DWI.
- Assist the Client in close-out procedures and paperwork.

Phase 1: Asset Inventory & Assessment of Existing Infrastructure

Task 2 - GIS Data Gap Analysis

The Consultant will obtain the latest version of the Client's GIS stormwater database and review for completeness. Areas within the study limits that lack stormwater features and/or attributes will be noted as focus areas and utilized for the GPS data collection portion of the project. The Client will assist the Consultant in prioritizing focus areas for data collection.

Task 3 - Data Collection and Assessment

The Consultant will locate and assess condition of facilities, drainage infrastructure, and outfalls within the study area and as prioritized by Town of Waynesville.

- Those structures will be assessed in the field by pulling lids and obtaining invert measurements to populate the GIS attribute table. In addition, the Consultant will verify pipe connectivity and identify possible visible issues that require immediate attention by the Town.

- The Consultant will verify and collect attribute information for pipe diameter, pipe material, inverts, type, and overall structure condition visible from outside the structure.
- The Consultant will take approach photos of the inventoried structures and an inside photo using a 360-degree panoramic camera when accessible. These photos will be embedded in the GIS Data.
- Assessment of existing culverts, storm drains, and stream capacity for handling current and increased precipitation frequency and intensity
- Data collection, field testing, identifying stormwater improvements and repairs
- Assessment and analysis of current conditions and resiliency

Task 4 - Database Update

Consultant will compile all collected field data and condition assessment information in a GIS database. At the conclusion of the field GPS location and data attribution tasks, the data will be integrated with the existing GIS database to represent the newly collected information. This will include a QA/QC review by staff, and field crews will revisit any areas identified from the QA/QC process that are flagged.

Phase 2: Stormwater System Capital Improvement Plan

Task 5 - Existing Conditions Hydrologic and Hydraulic Modeling

The Consultant will prepare an existing conditions hydrologic and hydraulic (H&H) model of priority areas within the Town of Waynesville. This H&H model will be used to evaluate capacity of existing stormwater facilities and infrastructure and will be used as the basis to identify conceptual projects for the Capital Improvement Plan.

The Consultant will provide the following services as part of this task:

- Prepare detailed existing conditions hydrologic and hydraulic model using Storm Water Management Model (SWMM) software from the United States Environmental Protection Agency (EPA).
- Utilize publicly available data such as LiDAR, SSURGO soils, orthoimagery, building layers;
- Utilize field survey data as provided in Phase 2.
- Calculate and parameterize hydrologic values of subcatchments in GIS including:
 - Drainage basin boundaries.
 - Drainage basin area and slope.
 - SSURGO soil parameters.
 - Impervious areas and land cover characteristics.
 - Watershed shape and flow-paths.
- Utilize NOAA Atlas 14 rainfall depths for the 2-, 10-, 25-, 50-, and 100-yr storm events.
- Develop hydraulic network for system drainage features in GIS including:
 - Link-Node schematic of storm drain inventory structures, pipes, ditches, open channels, culverts, and overland flow.
 - Define stage-storage elevation curves for storage nodes.
 - Characterize open and irregular channel geometry.
 - Define outfall locations and boundary conditions.

- Provide limited calibration of the existing conditions model using best available information for example: historic rainfall, post-storm aerial orthoimagery, high-water marks, and citizen feedback.
- Prepare existing conditions inundation depth maps depicting extents and depth of flooding for each modeled storm event.
- Discuss results with Client to identify list of areas of concern (AoC).

Task 6 - Conceptual Projects

After identifying the Areas of Concern, Consultant and Client will develop planning level conceptual stormwater improvement options. These options will focus on flood risk reduction, replacing aging/failing infrastructure, green stormwater devices, water quality improvements, and nature based solutions.

Consultant shall provide the following services as part of this task:

- Revise existing conditions model with conceptual improvements.
- Prepare schematic level exhibits of the proposed improvements.
- Prepare planning level engineer's construction and permitting cost opinions with line items for each conceptual project.
- Prepare proposed conditions inundation depth maps depicting extents and depth of flooding for each modeled storm event.
- Conceptual stormwater improvements and cost opinions will be provided to the Client for one review cycle before proceeding with the development of the Stormwater Master Plan;

Task 7 - Capital Improvement Plan

Consultant shall prepare a 10-year capital improvement plan from information gathered and analyzed in previous tasks. CIP projects will include:

- Prioritization of projects according to impact, effectiveness, and equity
- Maintenance plan based on the age and condition of the stormwater infrastructure
- Engineering and cost estimates of improvements
- Assessment of financial needs and preliminary cost estimates for repairs, replacements, and capital improvement projects.
- Draft Comprehensive Stormwater Masterplan of 10 years from the projected adoption of the plan.

Phase 3: Growth Assessment and Resiliency Plan

Task 8 - Public Participation

Part of the process of watershed characterization and master planning will include public input to identify issues of concern and sources of data not previously identified. It will also be an opportunity to identify flooding concerns and to garner citizen engagement and support.

Consultant shall provide the following services as part of this task:

- Prepare a public input and engagement strategy with Client to identify key objectives and stakeholders
- Conduct up stakeholder meetings
- Conduct in-person public charettes. Client to host public meetings to encourage public participation in the ongoing plan and get feedback on project priorities.

Task 9 - Growth Assessment and Resiliency Plan

Consultant will develop an understanding of the climate-related flood risks facing the Town of Waynesville, which will be used to help develop and prioritize the actions necessary to address these risks. The results of this assessment will provide the Waynesville with an understanding of flood risks and priority projects needed to support future steps in preparing for flooding challenges. This assessment will also look to future growth areas and assess the needs and stressors of future growth. Consultant will make recommendations for adjustments to ordinances or development standards based on future growth scenarios and water quality concerns and flood risk.

Task 10 - Final Report

The final deliverable will be a comprehensive report detailing the methodology, findings, and recommendations into a stormwater master plan. Consultant will prepare a document that will contain the following information developed as part of the above tasks:

- Summary of hydrologic and hydraulic methodologies and flood modeling results.
- Summary of potential flooding issues identified with exhibits illustrating flooding locations.
- Conceptual stormwater improvement options for areas of concern to include:
 - Summary of identified issues and potential solutions.
 - Rough lump sum order of magnitude cost opinion for purpose of planning and prioritization.
 - Concept level drawings of proposed improvements.
 - Itemized order of magnitude cost opinions.
- Meet with Client to review draft master plan.
- Revise draft report to incorporate comments from Client.
- Finalize stormwater master plan report.

Task No.	Task Name	Fee
1	Project Management & Grant Administration	\$60,000
Phase 1: Asset Inventory & Assessment of Existing Infrastructure		\$90,0000
2	GIS Data Gap Analysis	\$6,500
3	Data Collection and Assessment	\$75,000
4	Database Update	\$8,500
Phase 2: Stormwater System Capital Improvement Plan		\$190,000

5	Existing Conditions H&H Modeling	\$90,000
6	Conceptual Projects	\$60,000
7	Capital Improvement Plan	\$40,000
Phase 3: Growth Assessment and Resiliency Plan		\$60,000
8	Public Participation	\$6,000
9	Growth Assessment and Resiliency Plan	\$24,000
10	Final Report	\$30,000
TOTAL		\$400,000

Town of Waynesville

Stormwater Master Plan Update

February 11, 2025



1

Agenda

- Introductions
- Project Purpose and Objectives
- Process and Schedule
- Review of Tasks Completed to Date
- Remaining Project Tasks

2

Introductions

WithersRavenel

Dori Sabeh, PE
Director of Stormwater



Haley Valdez, PE, CFM
Professional Engineer I



3

Project Purpose and Objectives

- **Background**

Town received \$400,000 ARPA grant for Comprehensive Stormwater Master Plan

- **Purpose & Objectives**



Collect data on Town's existing stormwater system and model drainage system



Assess flooding risks and hazards



Identify and prioritize projects



4

Process and Schedule



Task	Timeframe
Project Kickoff	November 2023
Town Facility Investigation	Winter 2024
Public Input Meeting #1	February 2024
Stormwater Inventory Update	Spring –Summer 2024
Existing Conditions Modeling	Fall 2024-End of 2024
Concept Project Development	Winter – Spring 2025
Capital Improvement Plan	Spring –Summer 2025
Growth and Resiliency Analysis	Summer-Fall 2025
Public Input Meeting #2	Fall 2025
Master Plan Report	Fall 2025-End of 2025
DWI Review	2026
Council Presentation and Approval	2026 (dependent on DWI review)
Project Closeout	End of 2026



WithersRavenel
Our People. Your Success.

5

Review of Tasks Completed to Date

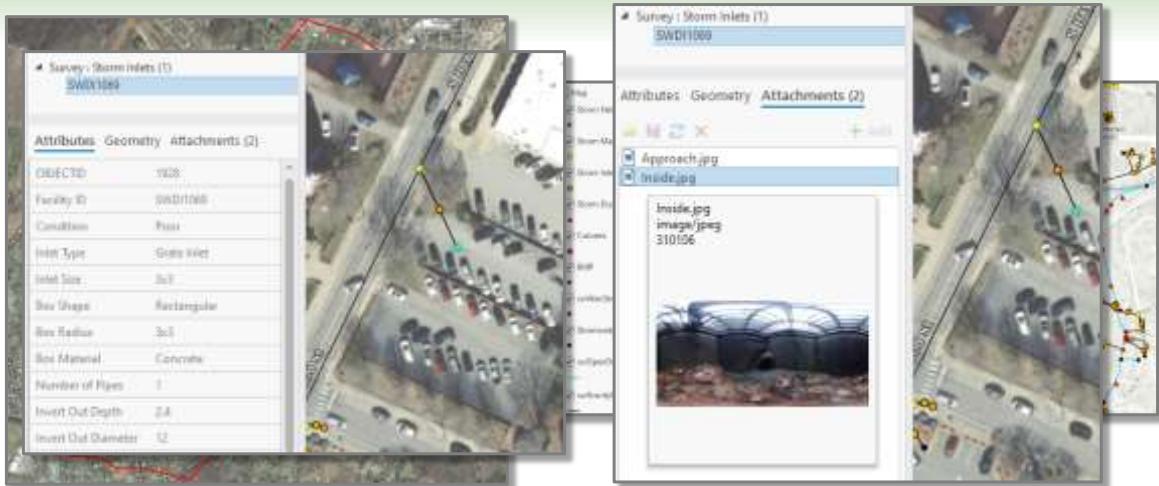
- Town Facility Investigation
- Public Input Meeting #1
- Stormwater Inventory Update
- Existing Conditions Hydraulic and Hydrologic Modeling



WithersRavenel
Our People. Your Success.

6

Stormwater Inventory Update



Existing Conditions Hydraulic and Hydrologic Modeling

• SWMM Hydraulic Model

STORM EVENTS

Set based on probability of event occurring in any given year

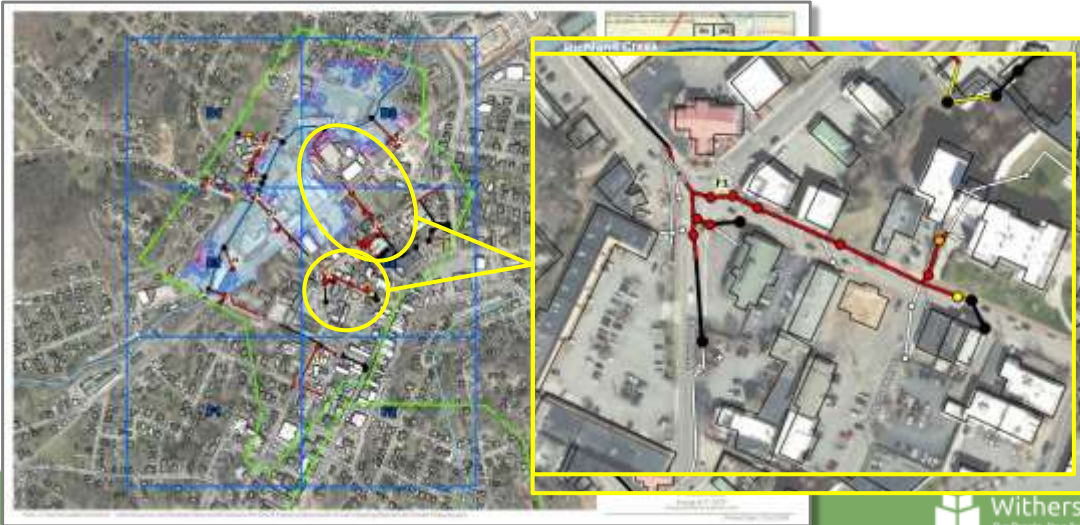
- 10% Annual Chance (10-Year)
- 4% Annual Chance (25-Year)
- 2% Annual Chance (50-Year)
- 1% Annual Chance (100-Year)

THRESHOLDS

- 15" diameter or greater

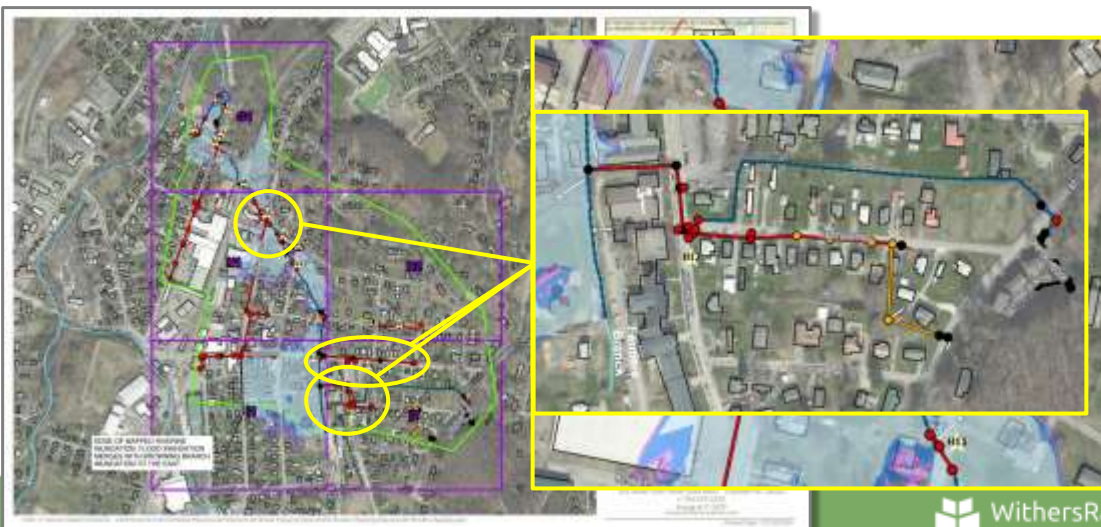


Existing Conditions Hydraulic and Hydrologic Modeling-Frog Level



13

Existing Conditions Hydraulic and Hydrologic Modeling-Hazelwood



14

Remaining Project Tasks

- Concept Development
- Capital Improvement Plan
- Growth and Resiliency Analysis
- Master Plan Report



WithersRavenel
Our People. Your Success.

15

QUESTIONS?

16

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR ACTION
Meeting Date: February 11, 2025

SUBJECT: Public Hearing to consider a request for annexation for three (3) contiguous parcels:

1. Unaddressed 2.77-ac parcel off East Street, PIN 8615-88-4442, zoned as Raccoon Creek Neighborhood Residential Conditional District (RC-NR-CD)
2. 0.45-ac parcel, at 97 Allison Acres Drive, PIN 8615-88-3857, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD)
3. Eastern portion of a 3.37-ac parcel at 18 Allison Acres Drive, PIN 8615-88-1632, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD)

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Town received the attached “Petition for Annexation” for a contiguous area from David Roover, Manager of QP Allison, LLC. The petition is for three parcels off East Street, as specified above. The properties are part of the future site of the 60-unit Allison Acres townhome development. Two parcels (PINs 8615-88-4442 and 8615-88-3857) are fully within the Town’s extra-territorial jurisdiction, while one property (PIN 8615-88-1632) is partially within the Town’s extra territorial jurisdiction and partially within the municipal boundaries of Waynesville.

The project will connect to the municipal sewer on the western side off East Street and to the Valleywood Farms subdivision on the east. The development has already prepaid its sewer capacity fees to secure the allocation, which was locked in when the original project was approved in 2022. The tap fees will be paid separately.

MOTION FOR CONSIDERATION:

1. Adoption of attached Ordinance to approve the annexation of the described properties.

FUNDING SOURCE/IMPACT: Future action to annex this property will allow the property to receive town municipal services and be subject to Town property tax.

ATTACHMENTS:

- Petition, deed, Exhibit A
- Plat
- Municipal boundaries and zoning maps (4)
- Payment
- Agent Authorization Form
- Public notices: newspaper ad, property postings
- Signed Resolution to Consider
- Draft Ordinance

MANAGER’S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE
PLANNING DEPARTMENT
P.O. BOX 100, WAYNESVILLE, NC 28786
828-456-2004**

**ANNEXATION UPON PETITION
OF ALL OWNERS OF REAL PROPERTY**

(G.S. 160A-31, as amended)

Date: December 9, 2024

To: Board of Aldermen of the Town of Waynesville

1. We, the undersigned owners of real property, respectfully request that the area described below be annexed to the Town of Waynesville.
2. Character of area to be annexed:
 - a. Any area which is contiguous to the corporate limits of the Town of Waynesville may be annexed by petition.
 - b. For purposes of these laws, an area is deemed "contiguous" If, at the time the petition is submitted, the area either abuts directly on the municipal boundary or is separated from the municipal boundary by a street, right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State.
3. The area to be annexed is contiguous to the Town of Waynesville and the boundaries of such territory are as follows:
 - a. Metes and bounds description is attached.
 - b. Tax map of the proposed territory is attached.

Name QP Allison, LLC

Signature



Manager, QP Allison LLC

Address 430 Lexington St, 2nd Floor, Newton MA 02466

Name _____ Signature _____

Address _____

Name _____ Signature _____

Address _____

(Attach additional sheet if necessary)

DATE 2022-05-10 BY HW

8615-88-1632
1854
3857
4442

2022005114

HAYWOOD COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXTX
\$2300.00
PRESENTED & RECORDED
05/10/2022 03:31:31 PM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY: STACY C. MOORE
ASSISTANT
BK: RB 1062
PG: 1680 - 1682

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$2300.00

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: McGuire, Wood & Bissette, P.A., Post Office Box 3180, Asheville, NC 28802

This instrument was prepared by: The Phillip C. Price Law Firm, PLLC, Post Office Box 1296 Enka, NC 28728 (22-0375)

Brief description for the Index: _____

THIS DEED made this 29th day of April, 2022, by and between

GRANTOR
Timothy Dan Shields & Kristi Diane Carlton,
Co-Trustees of The KT Revocable Trust
dated March 31, 2020
3151 2nd Street W
St. Pete Beach, FL 33706

GRANTEE
QP Allison, LLC
430 Lexington Street, 2nd Floor
Newton, MA 02466

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of _____, Township, Haywood County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference. This instrument was prepared by The Phillip C. Price Law Firm, PLLC without review or examination of title to the herein described property and no opinions or representations are being made either express or implied by said law firm or its attorney. This instrument was prepared by Phillip C Price, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 997 page 82.
All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Easements, restrictions, rights of way of record and utility lines readily apparent and in existence over and under the subject property. Ad valorem taxes for the current year.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: _____
(Entity Name)

Print/Type Name: Timothy Dan Shields, Co-Trustee
of The KT Revocable Trust dated

March 31, 2020

(SEAL)

Print/Type Name & Title: _____

Print/Type Name: _____

By: _____

Print/Type Name & Title: _____

Print/Type Name: Kristi Diane Carlton
of The KT Revocable Trust dated

March 31, 2020

(SEAL)

By: _____

Print/Type Name & Title: _____

Print/Type Name: _____

(SEAL)

State of Florida - County or City of Pinellas

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
Timothy Dan Shields & Kristi Diane Carlton, Co-Trustees* personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 29 day of April, 2022, of The KT Revocable Trust dated March 31, 2020

My Commission Expires: 2-17-2023
(Affix Seal)



Michael Hagstrom
State of Florida

My Commission Expires 02/17/2023
Commission No. GG 302783 Notary's Printed or Typed Name Michael Hagstrom Notary Public

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally came before me this day and acknowledged that
_____ he is the _____ of _____, a North Carolina or
_____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

EXHIBIT "A"

TRACT ONE- PIN 8615-88-0651

BEING Tract 1, containing approximately 3.37 acres, as shown on Plat by Rodney Norton, dated November 15, 2019, and recorded at Plat Cabinet D, Slot 448, Haywood County Registry.

TRACT TWO- PIN 8615-88-1854

BEING Tract 2, containing approximately 1.12 acres, as shown on Plat by Rodney Norton, dated November 15, 2019, and recorded at Plat Cabinet D, Slot 448, Haywood County Registry.

TRACT THREE - PIN 8615-88-3857

BEING Tract 3, containing approximately 0.45 acres, as shown on Plat by Rodney Norton, dated November 15, 2019, and recorded at Plat Cabinet D, Slot 448, Haywood County Registry.

TRACT FOUR - PIN 8615-88-4442

BEING Tract 4, containing approximately 2.77 acres, as shown on Plat by Rodney Norton, dated November 15, 2019, and recorded at Plat Cabinet D, Slot 448, Haywood County Registry.

TOGETHER WITH, SUBJECT TO, and INCLUDING all easements, rights of way, and other matters set forth on plat recorded in Plat Cabinet D, Slot 448, Haywood County Registry.

Being all of that property as described in that deed record in Book 997, Page 82 of the Haywood County, NC Register's Office.

A handwritten signature in black ink, appearing to read "R. Norton", is written over a horizontal line. To the right of the signature, there are two additional horizontal lines, one above and one below the signature line, which are currently blank.

[illegible]

GENERAL REMARKS	
-----------------	--

[illegible]

Haywood County - Property Record Card					TOTAL TAX VALUE	
APPRAISED VALUE SUMMARY		USE VALUE SUMMARY				
LAND	BUILDING	LAND	BUILDING			



TRACT ONE - PIN 8615-88-0651
BEING Tract 1, containing
approximately 3.37 acres, as shown
on Plat by Rodney Norton, dated
November 15, 2019, and recorded in
Plat Cabinet D, Slot 448, Haywood
County Registry, SAVING AND
EXCEPTING therefrom that eastern
portion of said Tract 1 which lies
within the town limits of Waynesville.

TRACT 2
DB 480, PG 1271
PIN 8615-88-1854
EAST WAYNESVILLE
URBAN RESIDENTIAL
1.12 ACRES

TRACT 3
DB 366, PG 564
PIN 8615-88-3857
EAST WAYNESVILLE
URBAN RESIDENTIAL
0.45 ACRES

TRACT 4
DB 701, PG 2446
PIN 8615-88-4442
RACCOON CREEK
NEIGHBORHOOD RESIDENTIAL
2.77 ACRES

TOTAL ARE OF SURVEY
7.71 ACRES

MASSIE
DB 482, PG 542
PIN 8615-89-1125

MASSIE
DB 939, PG 865
PIN 8615-89-4185

NCGS HAY 10
N: 861021.34
E: 820287.86
NAD 83 (2001)

MASSIE
DB 410, PG 1297
PIN 8615-88-0946

NCGS ALLISON
N: 658880.46
E: 818250.85
NAD 83 (2001)

PRICE
DB 683, PG 1098
PIN 8615-78-9843

ALLISON
DB 480, PG 1268
PIN 8615-78-8556

ROGERS
DB 472, PG 1718
PIN 8615-78-9383

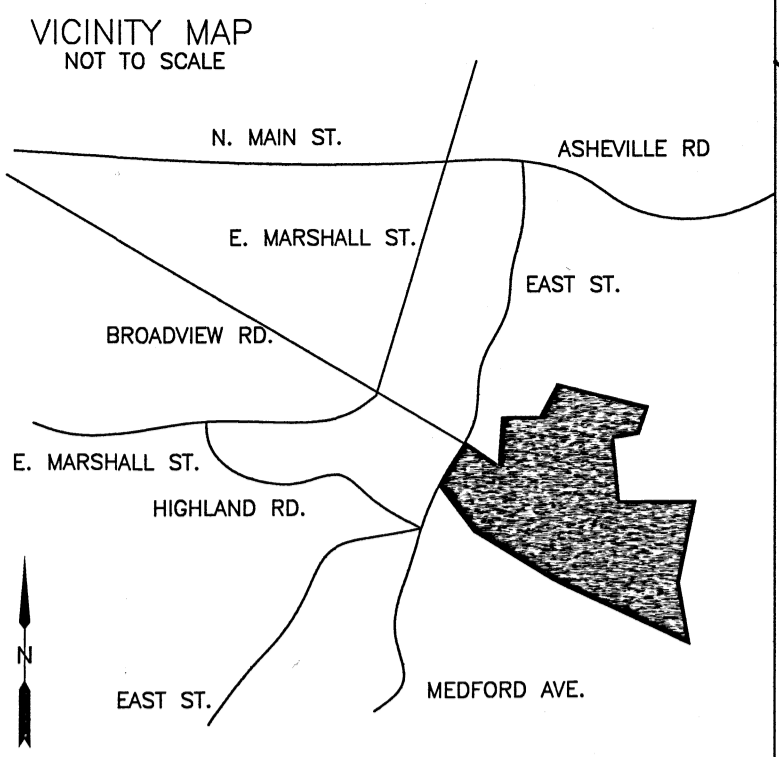
JEHOVAH'S WITNESS
DB 698, PG 873
PIN 8615-88-3144

HOWELL
DB 426, PG 549
PIN 8615-88-4770

QUEEN
DB 470, PG 267
PIN 8615-98-2217

NOTES:

1. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE SHOWN.
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. ROD NORTON SURVEYING DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
3. PROPERTY SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS SHOWN OR NOT SHOWN, VISIBLE OR NOT VISIBLE.
4. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
5. THERE IS NO RECOVERABLE N.C.G.S. HORIZONTAL CONTROL WITHIN 2000' OF THE SUBJECT PROPERTY.
6. AREA BY METHOD OF COORDINATES.
7. SETBACKS ARE 30' FRONT, 15' SIDES, 20' REAR.



LEGEND:

- PROPERTY LINE
- ADJOINER LINE (NOT SURVEYED)
- ADJOINER LINE (SURVEYED)
- R/W
- SET BACK
- TIE LINE
- CALCULATED POINT
- ⊙ EXISTING REBAR OR PIN
- ⊙ #5 REBAR SET
- ⊗ UTILITY POLE

EXEMPT PURSUANT TO TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS IN ACCORDANCE WITH NORTH CAROLINA STATUTES.

Stephanie S. Perkins 11/19/19
PLANNING DIRECTOR
DATE

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

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

Stephanie S. Perkins by *Janece J. Goff*
REVIEW OFFICER
DATE 11/21/2019

NORTH CAROLINA, HAYWOOD COUNTY

REGISTERED THIS DAY OF 20

AT O'CLOCK M, RECORDED AT

PLAT BOOK PAGE

HAYWOOD COUNTY REGISTER OF DEEDS

BY DEPUTY / ASSISTANT

LINE	BEARING	DISTANCE
L1	S 41°23'52" E	58.36'
L2	S 60°27'11" E	28.01'
L3	S 60°27'11" E	28.43'
L4	N 60°53'40" E	60.37'
L5	N 71°28'18" E	29.62'
L6	N 10°58'12" E	17.33'
L7	S 87°11'37" W	73.08'
L8	S 87°31'31" W	90.72'
L9	N 75°32'24" W	15.39'
L10	N 22°40'42" E	29.93'
L11	N 45°23'46" W	93.53'
L12	N 57°05'52" W	42.66'
L13	N 56°00'29" W	154.08'
L14	N 39°32'40" E	22.50'
L15	N 47°29'52" W	20.12'
L16	S 38°32'40" W	7.81'
L17	S 58°44'48" E	8.20'
L18	N 14°08'30" E	19.05'
L19	N 77°26'16" E	96.23'
L20	N 20°04'22" E	88.92'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11.20'	274.24'	2°20'25"	N 21°17'18" E	11.20'
C2	49.22'	148.00'	19°03'17"	S 50°55'32" E	48.99'
C3	71.66'	70.00'	58°39'16"	S 89°46'42" E	68.57'
C4	49.69'	270.00'	10°32'40"	N 66°09'58" E	49.62'
C5	69.69'	1330.00'	3°00'08"	N 69°56'14" E	69.68'



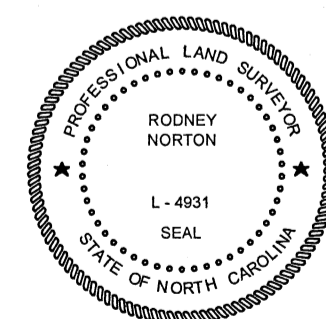
2019010896
HAYWOOD CO, NC FEE \$21.00
PREPARED BY: RODNEY NORTON
11-21-2019 12:23:17 PM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY: TARA L. RICHMOND
COUNTY

BK: MAP CABD
PG: 448-448

SURVEYOR'S CERTIFICATE:

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD
I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY
SUPERVISION (DEED REFERENCE DEED BOOK 480, PAGE 1271, AND OTHERS
AS NOTED); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM
INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO
OF PRECISION BEFORE ADJUSTING WAS ONE PART IN 20,000 + AS
CALCULATED BY LATITUDES AND DEPARTURES, AND THAT THIS PLAT WAS
PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED, WITNESS MY
ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15TH DAY OF
NOVEMBER,
A.D., 2019.

THIS PLAT IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF
EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION TO
THE DEFINITION OF SUBDIVISION
G.S. 47-30 (F)(1)(D)
R. Norton 11-15-19
RODNEY NORTON L-4931

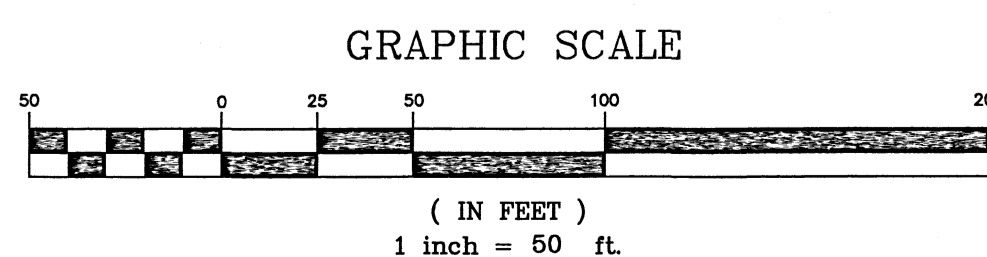


NC GRID NAD 83 (NRS 2011)

ROD NORTON LAND SURVEYING C-3667

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

DATE: 11/15/2019
SCALE: 1"=50'
SURVEY BY: MRS/DEF
PLAT BY: RAN



FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT
LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON
MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED
APRIL 3, 2012
MAP NUMBER: 3700861500 J

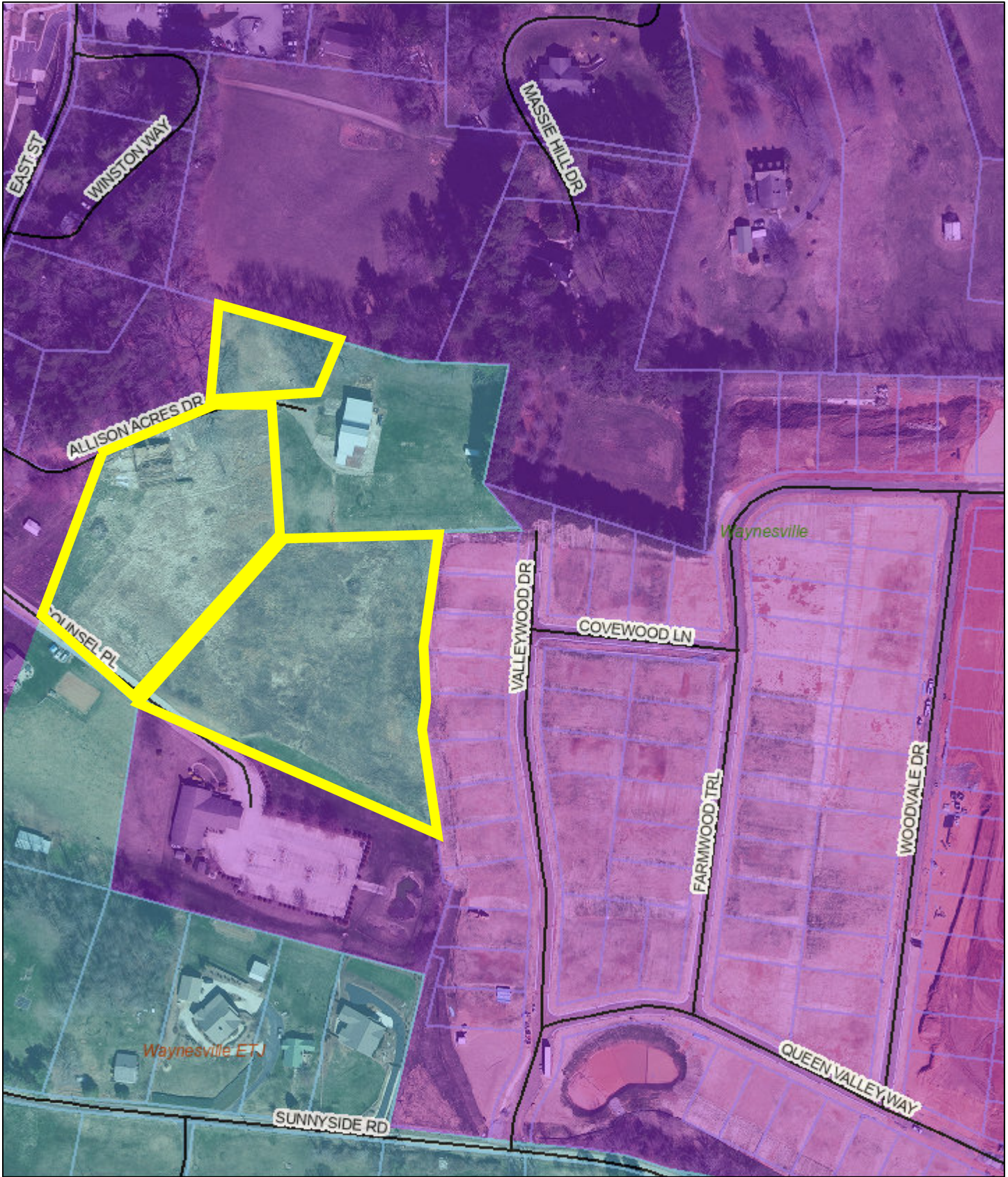
Plat Prepared For:
KRISTI CARLTON

TOWN OF WAYNESVILLE/WAYNESVILLE TOWNSHIP, HAYWOOD COUNTY, NC.

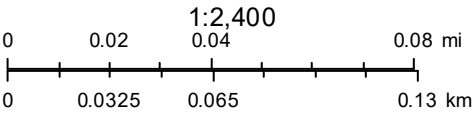
OWNERS OF RECORD:
DANNY & MARY GREEN
LORI LYNN ALLISON
REFERENCES AS NOTED ON PLAT

CABD/448

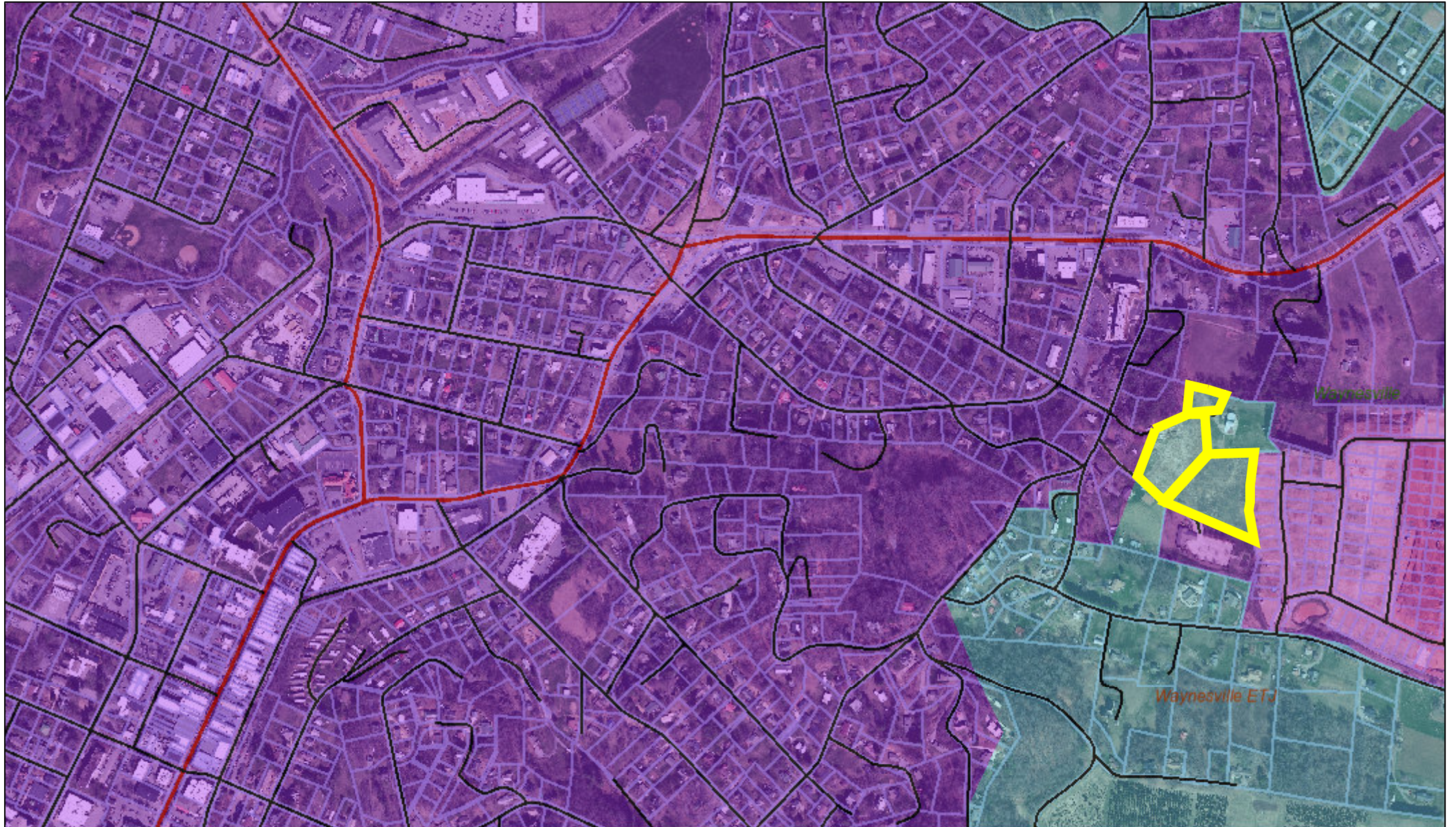
Haywood County



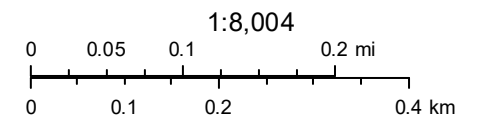
January 7, 2025



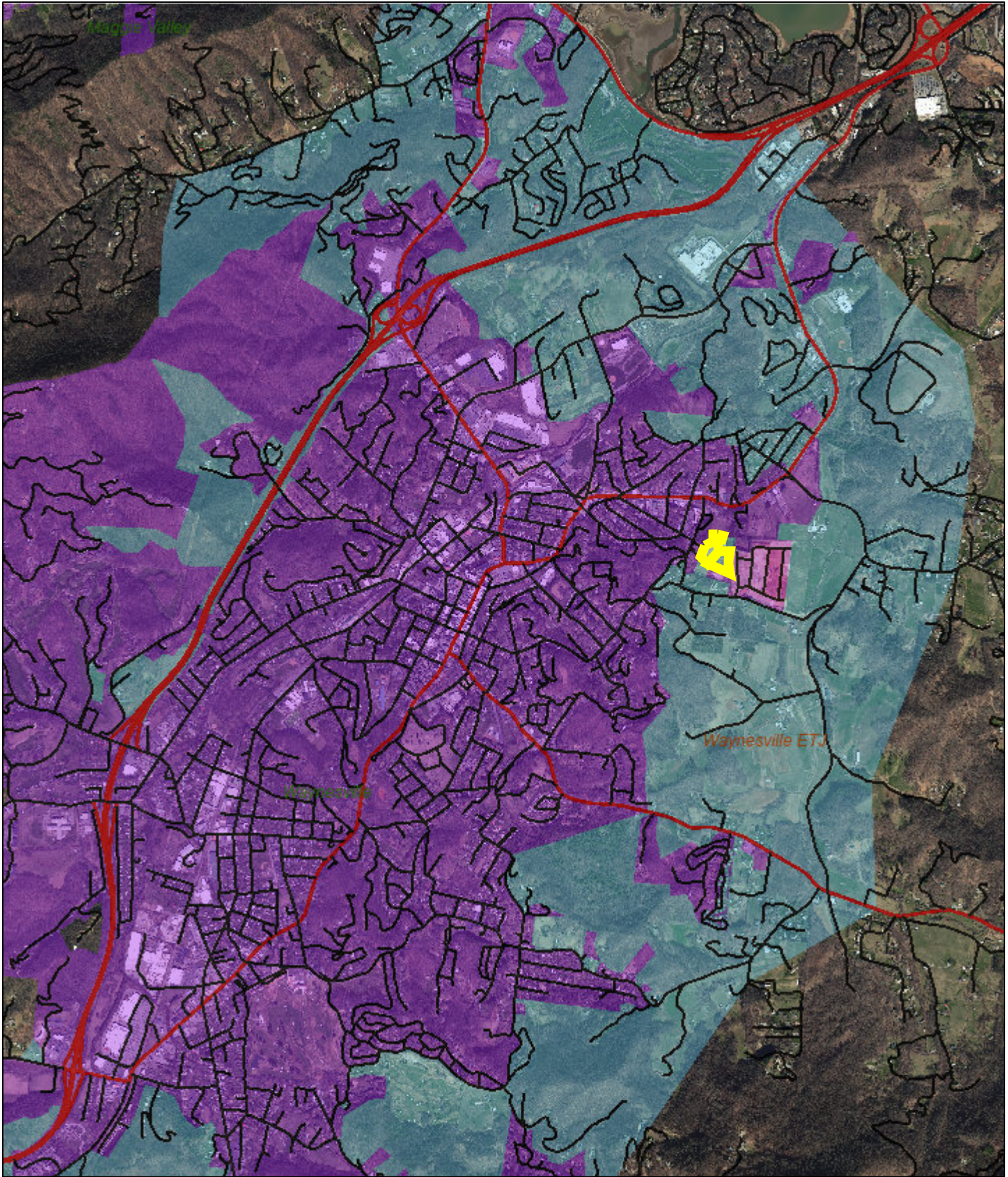
Haywood County



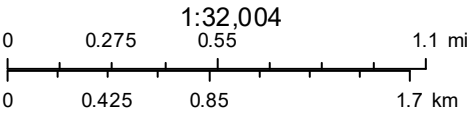
January 7, 2025



Haywood County



January 7, 2025





Report For

QUEEN DEVELOPMENT LLC A NC LLC
1335 CANE CREEK RD
FLETCHER, NC 28732-7420

Account Information

PIN: 8615-98-0766
Deed: 1054/716

CABD/2897
1108/379

Site Information

QUEEN SUBDIVISION SUNNYSIDE

151 FARMWOOD TRL

Heated Area:

Year Built:

Total Acreage: 0.4

Township: Town of Waynesville

Site Value Information

Land Value:

Building Value:

Market Value:

Deferred Value:

Assessed Value:

Sale Price: \$2,613,600

Sale Date: 1/31/2022

Tax Bill 1:

Tax Bill 2:



1 inch = 100 feet
January 7, 2025

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

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE
16 S MAIN ST

DATE: 12/12/24 CUSTOMER#:
TIME: 16:13:43
CLERK: 2044ecou

RECPT#: 3126602 PREV BAL: 250.00
TP/YR: P/2025 AMT PAID: 250.00
BILL: 3126602 ADJSTMNT: .00
EFF DT: 12/12/24 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 250.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 250.00
AMT APPLIED: 250.00
CHANGE: .00

PAID BY: QP Allison Annexation
PAYMENT METH: CHECK
PAYMENT REF: 1006

TOT PREV BAL DUE: 250.00
TOT BAL DUE NOW : .00

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

The undersigned Owner or Party with a contract or option to purchase that real property located at Allison Acres(PINs 8615-88-1632/4442/1854/3857) in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: Jay Harvey

Title and Company: Director, Land Acquisition and Development, Quartz Properties Management LLC

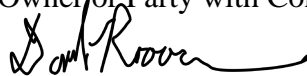
Address: 430 Lexington Street, Newton, MA 02466

Phone and email: 678-673-0827 jayh@quartzproperties.com

This authorization shall be good through the completion of the project for which the zoning text or map amendment, special use permit, subdivision, variance or appeal, or other Town approval is requested, or until revoked in writing. The Town of Waynesville may rely on this authorization until it is given notice of the revocation of this authorization or of a change of property ownership takes place.

This the 23rd day of December, 2024.

Owner or Party with Contractual Interest in Property:



Address and phone number:

David Hoover, Manager

QP Allison LLC

430 Lexington Street, 2nd Floor

Newton, Massachusettes 02466



TOWN OF WAYNESVILLE

Development Services Department

PO Box 100

9 South Main Street

Waynesville, NC 28786

Phone (828) 456-8647 • Fax (828) 452-1492

www.waynesvillenc.gov

FOR PUBLICATION IN THE MOUNTAINEER: January 19th and January 26th (Sunday) editions

Date: January 13, 2025

Contact: Olga Grooman, (828) 356-1172

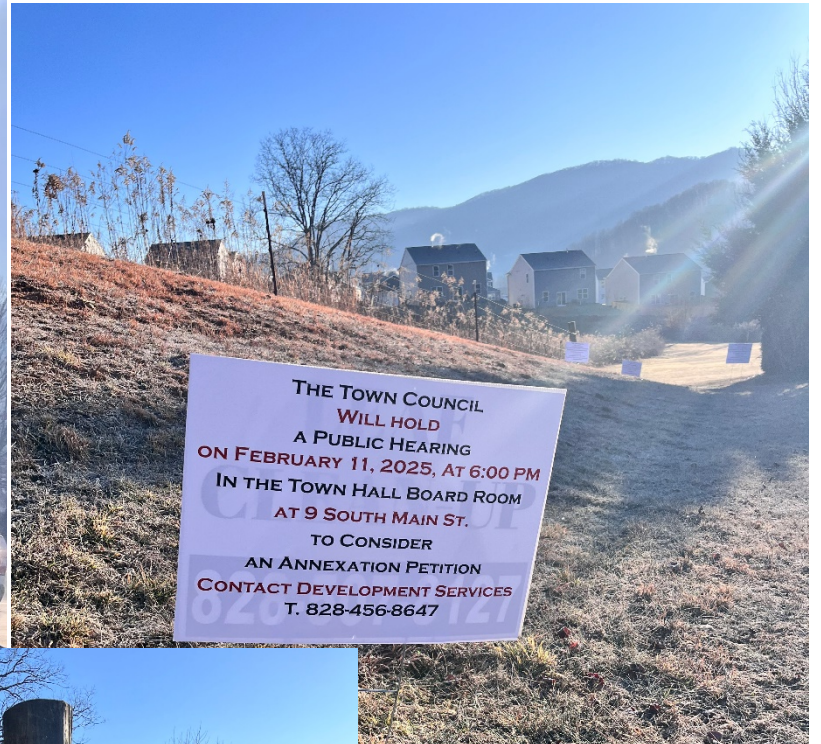
Notice of Public Hearing

Town of Waynesville Council

The Town of Waynesville Council will hold a public hearing on Tuesday, February 11, 2025, at 6:00 p.m. or as closely thereafter as possible, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider a request for annexation for three (3) parcels:

1. Unaddressed 2.77-ac parcel off East Street, PIN 8615-88-4442, zoned as Raccoon Creek Neighborhood Residential Conditional District (RC-NR-CD);
2. 0.45-ac parcel, at 97 Allison Acres Drive, PIN 8615-88-3857, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD);
3. Eastern portion of a 3.37-ac parcel at 18 Allison Acres Drive, PIN 8615-88-1632, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD).

For more information contact the Development Services Department at: (828) 356-1172, email: ogrooman@waynesvillenc.gov, mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.



THE TOWN COUNCIL
WILL HOLD
A PUBLIC HEARING
ON FEBRUARY 11, 2025, AT 6:00 PM
IN THE TOWN HALL BOARD ROOM
AT 9 SOUTH MAIN ST.
TO CONSIDER
AN ANNEXATION PETITION
CONTACT DEVELOPMENT SERVICES
T. 828-456-8647

THE TOWN COUNCIL
WILL HOLD
A PUBLIC HEARING
ON FEBRUARY 11, 2025, AT 6:00 PM
IN THE TOWN HALL BOARD ROOM
AT 9 SOUTH MAIN ST.
TO CONSIDER
AN ANNEXATION PETITION
CONTACT DEVELOPMENT SERVICES
T. 828-456-8647

THE TOWN COUNCIL
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A PUBLIC HEARING
ON FEBRUARY 11, 2025, AT 6:00 PM
IN THE TOWN HALL BOARD ROOM
AT 9 SOUTH MAIN ST.
TO CONSIDER
AN ANNEXATION PETITION
CONTACT DEVELOPMENT SERVICES
T. 828-456-8647



THE TOWN COUNCIL
WILL HOLD
A PUBLIC HEARING
ON FEBRUARY 11, 2025, AT 6:00 PM
IN THE TOWN HALL BOARD ROOM
AT 9 SOUTH MAIN ST.
TO CONSIDER
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RESOLUTION TO CONSIDER R-2-25

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

WHEREAS, the Waynesville Town Council has been petitioned under G.S. 160A-31, to annex the area as described in the petition for a contiguous annexation request, and

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

WHEREAS, the clerk of the Town of Waynesville certifies the sufficiency of the petition in accordance with 160A-31, to wit:

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

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

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

1. To fix the date for the public hearing on February 11, 2025, during the regularly scheduled meeting of the Council, at 6:00 pm or close to that time within the agenda of the meeting, in the Town Board Room at 9 South Main Street, Waynesville, NC 28786; and
2. To direct the Town Clerk to notice the public hearing in the Mountaineer at least 10 days prior to the meeting; and
3. To post the properties in at least three locations providing additional notice to the public.

Adopted this 14th Day of January, 2025.

ATTEST:

Candace Poolton
Candace Poolton, Town Clerk

TOWN OF WAYNESVILLE

J. Gary Caldwell
J. Gary Caldwell, Mayor

APPROVED AS TO FORM:

Martha Sharpe Bradley
Martha Sharpe Bradley, Town Attorney

ORDINANCE NO. O-2-25

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

WHEREAS, the Waynesville Town Council has been petitioned voluntarily under G.S. 160A-31, to annex the area as described in the petition for a contiguous annexation request, and

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

WHEREAS, the Town Council finds the sufficiency of the petition in accordance with 160A-31, to wit:

- a. The petition follows the form required by statute in which the owner of real property has requested the area described for voluntary annexation; and
- b. That the petitioning owner of record owns 100 percent of the property in question; and
- c. The property is contiguous to the Town's municipal boundary, abutting other contiguous property;
- d. The Town Clerk has conducted an investigation in compliance with G.S. 160A31(c) and has certified the sufficiency of the petition; and
- e. The provisions of G.S. 160A-31(b1) and 160A-31(j) do not apply to the area described in the petition.

WHEREAS, a public hearing on the question of annexation was held at Town Hall at 6:00 pm, on **February 11th, 2025**, and

WHEREAS, the Council does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Town Council further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the Town and of the area proposed for annexation will best be served by annexing the area described as **PIN 8615-88-4442, PIN 8615-88-3857, and eastern portion of the parcel PIN 8615-88-1632.**

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

Section 1. By virtue of the authority granted by North Carolina General Statutes, the following described contiguous territory is hereby annexed and made part of the Town of Waynesville as of **February 11th, 2025**. Metes and bounds description is in Exhibit 1 attached hereto and incorporated by reference.

Section 2. Upon and after the **February 11th, 2025**, the above-described territory, and its citizens, and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Waynesville and shall be entitled to the same privileges and benefits as other parts of the Town of Waynesville. Said territory shall be subject to municipal taxes according to G.S. 160A.

Section 3. The Mayor of the Town of Waynesville shall cause to be recorded in the office of the Register of Deeds of Haywood County and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Haywood County Board of Elections as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Waynesville.

Adopted this **11th Day of February, 2025**.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: February 11th, 2025

SUBJECT: A Public Hearing to consider a request for a Land Development Standards Map amendment to rezone 4 Elysina Ave (PIN 8605-73-8236) from Hazelwood Urban Residential to Hazelwood Business District.

AGENDA INFORMATION:

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

SUMMARY:

On January 13th, 2025, the Planning Board held a public hearing to consider the proposed rezoning. The subject property is located at 4 Elysina Avenue in Waynesville, NC. It is approximately .68 acres. There is currently a single-family home and an accessory structure on the property. The property is surrounded on three sides by the Hazelwood Business District. Hazelwood Business Park is located to the east and Giles Chemicals is located to the south.

The applicant is seeking to rezone the property from Hazelwood Urban Residential to Hazelwood Business District. In the short term the applicant wishes to relocate a food truck to the property which is only allowed in the Regional Center, Commercial Industrial, and Business Districts. The rezoning would also connect the two parts of the Hazelwood Business District. The Planning Board voted to recommend denial of the proposed rezoning in a vote of 3 to 2. The board was primarily concerned about the removal of maximum density and the encroachment of commercial uses in a residential area.

MOTIONS FOR CONSIDERATION:

1. Motion to find the rezoning request as being consistent/inconsistent with the 2035 Land Use Plan and reasonable and in the public interest.
2. Motion to adopt the ordinance as presented (or as amended).

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. Staff Report
2. Signed Planning Board Report
3. Rezoning application with payment
4. Property images: arial view, zoning map
5. Public notices: 100-ft mailing list, letters, newspaper notice, sign on property
6. Draft Ordinance
7. Consistency Statement Worksheet

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Planning Board Staff Report

Meeting Date: January 13th, 2025
Subject: Owner initiated Map Amendment (Rezoning) Request
Process Type: Legislative
Location: 4 Elysinia Ave, Waynesville, NC 28786 (PIN 8605-73-8236).
Area: 0.68 ac
Requested Rezoning: Hazelwood Urban Residential (H-UR) to Hazelwood Business District (H-BD)
Applicants: William P Burgin Trust (John Burgin – Owner)

Background:

This is a legislative hearing on the proposed zoning amendment for the property at 4 Elysinia Ave, Waynesville, NC 28786 (PIN 8605-73-8236). The subject property is approximately .68 acres and is in the 100-year floodplain. There is a vacant single-family home and an accessory structure currently on the property. The property is triangularly shaped with roads on two sides and single-family properties to the north. Hazelwood Ave runs along the south side of the property with Westwood Circle along the east and Elysinia Ave to the west. Richland Business Park is east of the property, across the street.

The subject property is currently zoned within the Hazelwood Urban Residential District. To the east is the Hazelwood Business Railroad Overlay District. To the south and west is the Hazelwood Business District. 200 feet to the south of the subject property is the Commercial Industrial District and Railroad Overlay District. The railroad corridor itself is located 400 feet to east. Only the north side of the subject property abuts the rest of the Hazelwood Urban Residential District. The rezoning would extend the Hazelwood Business District to Elysinia – linking two commercial districts along Hazelwood Avenue.

The purpose of the Hazelwood Business District as specified in LDS Section 3.3.6B states

The Hazelwood Business District (H-BD) is a small-scale center for business, retail and institutional activity serving the residents of Hazelwood, Plott Creek, Eagles Nest and other surrounding neighborhoods. A broad mixture of uses is permitted, however, development in the future must be sensitive in design and provide for a high level of pedestrian safety and comfort. The large undeveloped tracts of land in this district must be well connected both to the neighborhood and the center as they develop. On-street parking is permitted and encouraged on many streets. Articulation in this area should occur at the scale of the pedestrian with buildings built at the scale of a neighborhood center. Connections among properties within this district and to surrounding districts are very important.

The applicant is making the request for rezoning to allow commercial uses to be placed on the property. In the short term, the property owner would like to allow Gaby's Food Truck to relocate from its current location at Charlie's Corner to 4 Elysinia Ave. In the aftermath of Hurricane Helene, the Depot Street bridge in Frog Level is closed for an undetermined amount of time, limiting traffic and making it difficult to operate a food truck. The applicant wants to allow Gaby's Food Truck to change locations to 4 Elysinia Avenue. Food trucks are currently only allowed in commercial-industrial, regional center, and business districts (LDS 4.6.4). They are considered a temporary use and not a Neighborhood Restaurant or Restaurant, which is permitted in Hazelwood Urban Residential in designated locations. Because of the district zoning restrictions for food trucks, the application of the mixed-use overlay would still not allow

the relocation of Gaby's. Therefore, the applicant is requesting the change from Hazelwood Urban Residential to Hazelwood Business District.

In addition to the potential for a food truck, the change in zoning would allow many more potential uses in accordance with the permitted uses table (LDS Section 2.5.3). Office, service, and commercial uses allowed in the business district would now also be allowed on that lot. The change in zoning will also remove the base density from the subject property from 16 units/acre to no maximum base.

Some of the more intense uses which would now be allowed under Hazelwood Business District include:

- Banks, Credit Unions, Financial Services
- Dry Cleaning and Laundry Services
- Hotel/Motel (more than 30 rooms)
- Alcoholic Beverage Sales Stores
- Pawnshops
- Vehicle Services
- Theaters Outdoor
- Manufacturing, Light and Neighborhood

Staff Comment:

The subject property is a corner lot surrounded on both sides by commercial zoning - Hazelwood Business District and Hazelwood Business Railroad Overlay District and is across the street from the Commercial-Industrial District and the Giles Chemical plant. The uses of the surrounding properties include heavy vehicle storage, retail, and an urgent care. The allowance for commercial uses on the lot would be consistent with the character of the area along Hazelwood Avenue and create new opportunities for commercial and/or residential redevelopment in downtown Hazelwood.

In other zoning districts such as East Waynesville Urban Residential (EW-UR) and Howell Mill Urban Residential (HM-UR), additional and more intense uses are allowed on corner lots. This is not the case for Hazelwood Urban Residential. With the subject property's location along a bustling commercial corridor and being surrounded by intense uses, it is a prime location for commercial development and the expansion of the Hazelwood Business District.

Many of our zoning districts run along one side of the street, preventing cohesion in the streetscape. In this case, uses allowed in most of the adjacent lots are not allowed on the subject property. This rezoning allows for the creation of a more cohesive commercial corridor.

On the north side of the property that is adjacent to the Hazelwood UR District, commercial development will require a Type C buffer in accordance with LDS Section 8.4.1 Required Buffer Yards, "that shall be required ...when any use is being established on a property that abuts an existing developed lot or less intense zoning district." This requirement will mitigate impacts to the adjacent residential properties.

		Adjacent Zoning District					
		RL/RM	NR/UR	NC	BD	RC	CI
District of Proposed Development	RL/RM	X	X	X	X	A ¹	A ¹
	NR/UR ²	C	X	X	X	X	X
	NC ²	B	C	X	X	X	X
	BD	C	C	X	X	X	X
	RC	A	A	B	C	X	X
	CI	A	A	A	A	B	X
	¹ Only required where adjacent, more intense use is pre-existing and no equivalent buffer is provided on the adjacent property						X = No Buffer Required
	² Only multifamily and non-residential uses shall provide buffers between adjacent single family uses in detached homes						

C. Type C Buffer Yard	<i>A Type C buffer yard is a planting strip intended to separate uses, provide vegetation in densely developed areas and enhance the appearance of individual properties.</i>			
	Minimum Depth	Minimum Plantings per 100 linear feet	Wall, Fence, or Berm	Required Opacity
1. Option A	20 feet	1 Canopy Tree 2 Understory Trees 8 Shrubs	Not Required	Semi opaque (i.e., having only seasonal horizontal openings not exceeding 25% of the total width from the ground to a height of 6 feet within two 2 years of planting)
2. Option B	10 feet	2 Canopy Trees 2 Understory Trees 12 Shrubs	Not Required	

The Planning Board expressed concern regarding the rezoning as being a permanent solution to a temporary problem. As per LDS 4.6.4D, food trucks may only remain on a property for 180 days before being required to procure a new place of operation and a new temporary use permit. They are worried that after the food truck leaves, the property will be far more open to new commercial development which will further encroach on the limited area for residential projects. Conversely, they also voiced opposition because the rezoning would remove the maximum density currently allowed on the site. The increase in density has been a continued concern of the Planning Board. A motion to recommend that the Town Council deny the proposed map amendment was carried 3 to 2.

Consistency Statement Information:

The Future Land Use Map shows the subject property designated as Residential – Medium to High Density, with Mixed-Use – Community to the east and west and Industrial to the south. The use of the subject property commercially would transition between the industrial uses to the south and the residential area to the north.

The Staff recommends that the Planning Board find that this map amendment is consistent with Waynesville's Comprehensive Land Use Plan and amend the Land Use Map. The map amendment is reasonable and in the public interest because it meets the following goals of the Comp. Plan:

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

- Create Walkable and attractive neighborhoods and commercial centers
- Encourage infill, mixed-use and context sensitive development

Goal 5: Create opportunities for a sustainable economy

- Promote Waynesville’s downtown districts, inns, restaurants, and reputation as the “Gateway to the Smokies.”

Public Notifications

The applicant submitted the application on 12/6/24. Public notices of the public hearing were provided with the site posting (1/21/25), letters to adjacent property owners within 100 ft via first class mail (1/21/25), and the Mountaineer newspaper (1/29/25 and 2/5/25). The notice was also emailed to the local media on 1/29/25.

Requested Actions:

1. Motion to find the rezoning request as being consistent/inconsistent with the 2035 Land Use Plan and reasonable and in the public interest.
2. Motion to recommend the map amendment for approval/denial by the Town Council.

Attachments:

1. Planning Board Report
2. Rezoning application
3. Payment
4. Property images: aerial view, zoning map, street view
5. Public notices: 100-ft mailing list, letters, newspaper notice, sign on property
6. Draft Ordinance
7. Consistency Statement Worksheet



To: Waynesville Town Council
Meeting Date: February 11th, 2025
From: Alex Mumby, Land Use Administrator
Subject: Planning Board Report and Statement of Consistency
Description: Map Amendment (Rezoning)
Subject Property: 4 Elysina Ave, Waynesville, NC 28786 (PIN 8605-73-8236)
Area: 0.68 ac
Requested Rezoning: From Hazelwood Urban Residential (H-UR) to Hazelwood Business District (HBD) District.

The Planning Board hereby adopts and recommends to the Town Council the following statement(s):

1. A motion was made by board member Stuart Bass and seconded by board member Travis Collins that the proposed map amendment (rezoning) is **consistent with the Town's 2035 Comprehensive Land Use Plan and is reasonable and in the public interest** because it meets the following goals of the 2035 Comp. Plan:

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

- Create walkable and attractive neighborhoods and commercial districts
- Encourage infill, mixed-use and context sensitive development

Goal 5: Create opportunities for a sustainable economy

- Promote Waynesville's downtown districts, inns, restaurants, and reputation as the "Gateway to the Smokies"

The rezoning of this property will also remain consistent with the purposes of the proposed zoning district, Hazelwood Business District (HBD), as described in Section 2.3.6B of the Land Development Standards (LDS)

- Development in the future must be sensitive in design and provide a high level of pedestrian safety and comfort
- Connections among properties within this district and to the surrounding districts are very important

The motion failed 2:3 with two (2) members voting for, and three (3) members voting against

2. Vice Chair Ginger Hain made a motion seconded by board member Tommy Thomas to **recommend that the Town Council deny the proposed map amendment.**

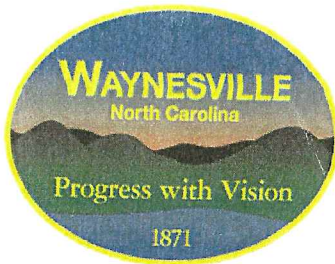
Reasons given for the Planning Board's recommendation included:

- The need for residential uses rather than commercial
- This being a permanent solution to a temporary problem (food truck)
- The concern the rezoning is for a single lot
- The increased number of uses allowed in the proposed district (HBD)
- The absence of maximum density in the proposed district (HBD)

The motion carried 3:2 with three (3) members voting for, and two (2) members voting against

Ginger Hain 1-16-25
Ginger Hain, Planning Board Vice Chair Date

Esther G. Coulter 1-16-25
Esther Coulter, Administrative Assistant Date



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

Application for Land Development Standards Map Amendment

Application is hereby made on December 6, 2024 to the Town of Waynesville for the following map amendment to establish or amend a Conditional District:

Property owner of record: William P. Burgin Trust

Address/location of property: 4 Elysian Ave, Waynesville, NC 28786

Parcel identification number(s): 8605-73-8236

Deed/Plat Book/Page, (attach legal description): 559/883

The property contains 0.68 acres.

Current district: Hazelwood Urban Residential

Requested district: Hazelwood Business District

The property is best suited for the requested change for the following reason(s), (attach additional sheets if necessary):

Property located on Hazelwood Ave with driveway access on a
craven lot surrounded on all adjacent sides by Hazelwood Business
District. Commercial lot use for retail and/or restaurant businesses

Applicant Contact Information

Applicant Name (Printed):

JOHN BURGIN

Mailing Address:

466 Hazelwood Ave, Waynesville, NC 28786

Phone(s):

828 734 6521

Email:

jbc.office@icloud.com

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

Note: Map Amendment Request fee is \$500 for one acre or less and \$50 for each additional acre. The request will be scheduled for a hearing before the Waynesville Planning Board before being forwarded to the Board of Aldermen. Please submit application to: Town of Waynesville Development Services Department, 9 South Main Street, Waynesville, NC 28786.

This institution is an equal opportunity provider

Report For

BURGIN, JOHN H/TR
WILLIAM P BURGIN TRUST
275 WILDCAT MOUNTAIN RD
WAYNESVILLE, NC 28786

Account Information

PIN: 8605-73-8236

Deed: 793/2229

A93/819
A88/2

Site Information

DWELLING

4 ELYSINIA AVE

Heated Area: 1248

Year Built: 1925

Total Acreage: 0.68

Township: Town of Waynesville

Site Value Information

Land Value: \$23,000

Building Value: \$94,800

Market Value: \$117,800

Deferred Value: \$0

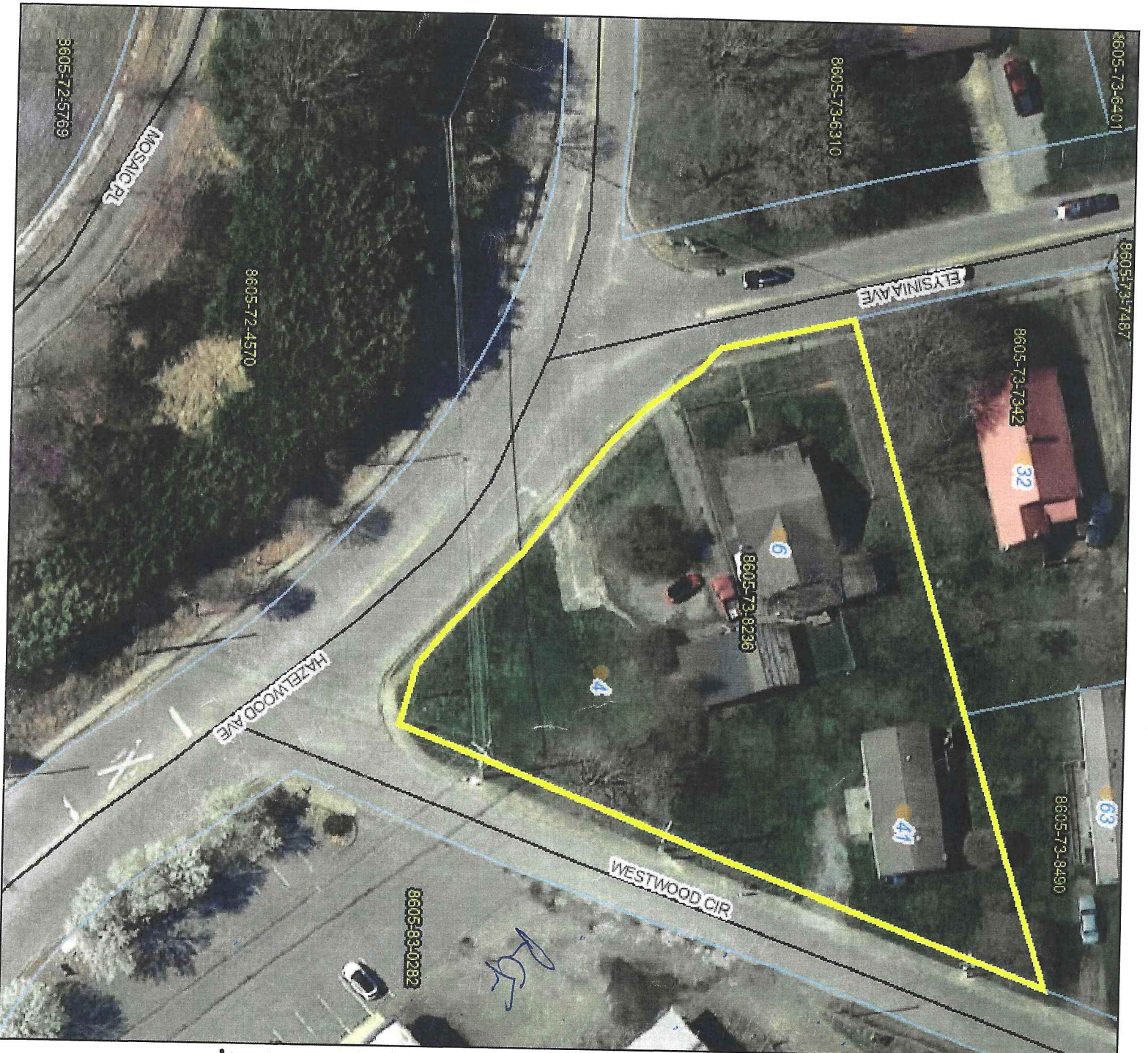
Assessed Value: \$117,800

Sale Price: \$155,000

Sale Date: 11/24/2010

Tax Bill 1: \$606

Tax Bill 2: \$806



1 inch = 50 feet

December 3, 2024

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

TRANSFER MADE ON RECORD

Date 5/30/03

By nm

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are in a lien

against parcel number(s) 8605-73-8236

David B. Francis, Haywood County Tax Collector

Date 5/30/03 By S. Morris

Haywood County--Register of Deeds

Amy R. Murray

Inst #585852

Book 559 Page 883

Excise Tax Paid

\$ 230.00

05/30/2003 10:28:35am

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$230.00

Parcel Identifier No 8605-73-8236 Verified by _____ County on the _____ day of _____,

By: _____

Mail/Box to: WHG

This instrument was prepared by: Woodrow H. Griffin

Brief description for the Index: _____

THIS DEED made this 30th day of May, 2003, by and between

GRANTOR

**BERLION GREEN, Executor of the
Estate of Burton Green**

GRANTEE

**WILLIAM P. BURGIN, JR., a one-half
undivided interest, and JOHN H.
BURGIN and wife, ANITA BURGIN, a
one-half undivided interest**

Address: **PO Box 246
Hazelwood, NC 28738**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Waynesville, Waynesville Township, Haywood County, North Carolina and more particularly described as follows:

**See Exhibit "A" attached hereto and incorporated herein by reference
for a complete property description.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 452 page 1758

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. 6 © 1977, 2002

Printed by Agreement with the NC Bar Association - NCBA 006

Laser Generated by © Display Systems, Inc., 2002 (863) 763-5555

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Inst # 585852 Book 559 Page: 884

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

Berlion Green (SEAL)
Berlion Green, Executor

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

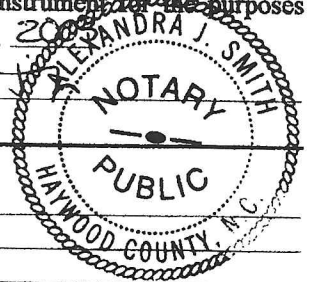
State of North Carolina - County of Haywood

I, the undersigned Notary Public of the County and State aforesaid, certify that Berlion Green, Executor of the Estate of Burton Green

personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of May, 2003.

My Commission Expires: 9/29/03

Alexandra J. Smith
Notary Public



State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____

corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This shown on the first page hereof.

State of North Carolina, Haywood County

The Foregoing Certificate(s) of ALEXANDRA J. SMITH /NP is (are) Certified to be Correct.

ie and in the Book and Page

This Instrument was filed for Registration on this 30th Day of May, 2003 in the Book and Page shown on the First Page hereof.

County

By: _____

Amy R. Murray By: Sylvia M. Malone
ASST.

Exhibit "A"

BEGINNING at a stake at the intersection of the west margin of Pine Street with the North margin of Main Street, and runs with said margin of Pine Street North 17° E. 255.00 feet to a stake, corner between Lots Nos. 2 and 3; thence with the line between said Lots, S. $73^{\circ} 15'$ W. 234.00 feet to a stake in the East margin of Elysinia Avenue; thence with said avenue, S. $16^{\circ} 45'$ E. 43.00 feet to a stake; thence with the margin of Main Street, S. 34° E. 185.5 feet to the BEGINNING. Being lots Nos. 1 and 2 of the Waynesville Furniture Company property, as surveyed and platted by W. A. Schoolbred for Chas. W. Perry, Receiver, 11/16/29.

COMPREHENDING and INCLUDING the identical property conveyed to Burton Green by Commissioner's Deed, Gavin A. Brown, Commissioner dated 4/29/96 and recorded on 4/30/96 in Deed Book 452, Page 1758, Haywood County Registry.

BEING a part of the property devised to Grantor, Berlion Green, Executor of the Estate of Burton Green. See Estate File 02-E-487, Haywood County Superior Court.

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE
16 S MAIN ST

DATE: 12/18/24 CUSTOMER#:
TIME: 10:34:08
CLERK: 2044ecou

RECPT#: 3128788 PREV BAL: 500.00
TP/YR: P/2025 AMT PAID: 500.00
BILL: 3128788 ADJSTMNT: .00
EFF DT: 12/18/24 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 500.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 500.00
AMT APPLIED: 500.00
CHANGE: .00

PAID BY: Burgin- LDS Map Amen
PAYMENT METH: CHECK
PAYMENT REF: 5644

TOT PREV BAL DUE: 500.00
TOT BAL DUE NOW : .00



Report For

BURGIN, JOHN H/TR
WILLIAM P BURGIN TRUST
275 WILDCAT MOUNTAIN RD
WAYNESVILLE, NC 28786

Account Information

PIN: 8605-73-8236
Deed: 793/2229

A93/819
A88/2

DWELLING

4 ELYSINIA AVE

Heated Area: 1248

Year Built: 1925

Total Acreage: 0.68

Township: Town of Waynesville

Land Value:

Building Value:

Market Value:

Deferred Value:

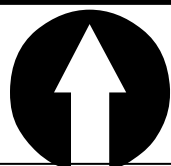
Assessed Value:

Sale Price:

Sale Date: 11/24/2010

Tax Bill 1:

Tax Bill 2:

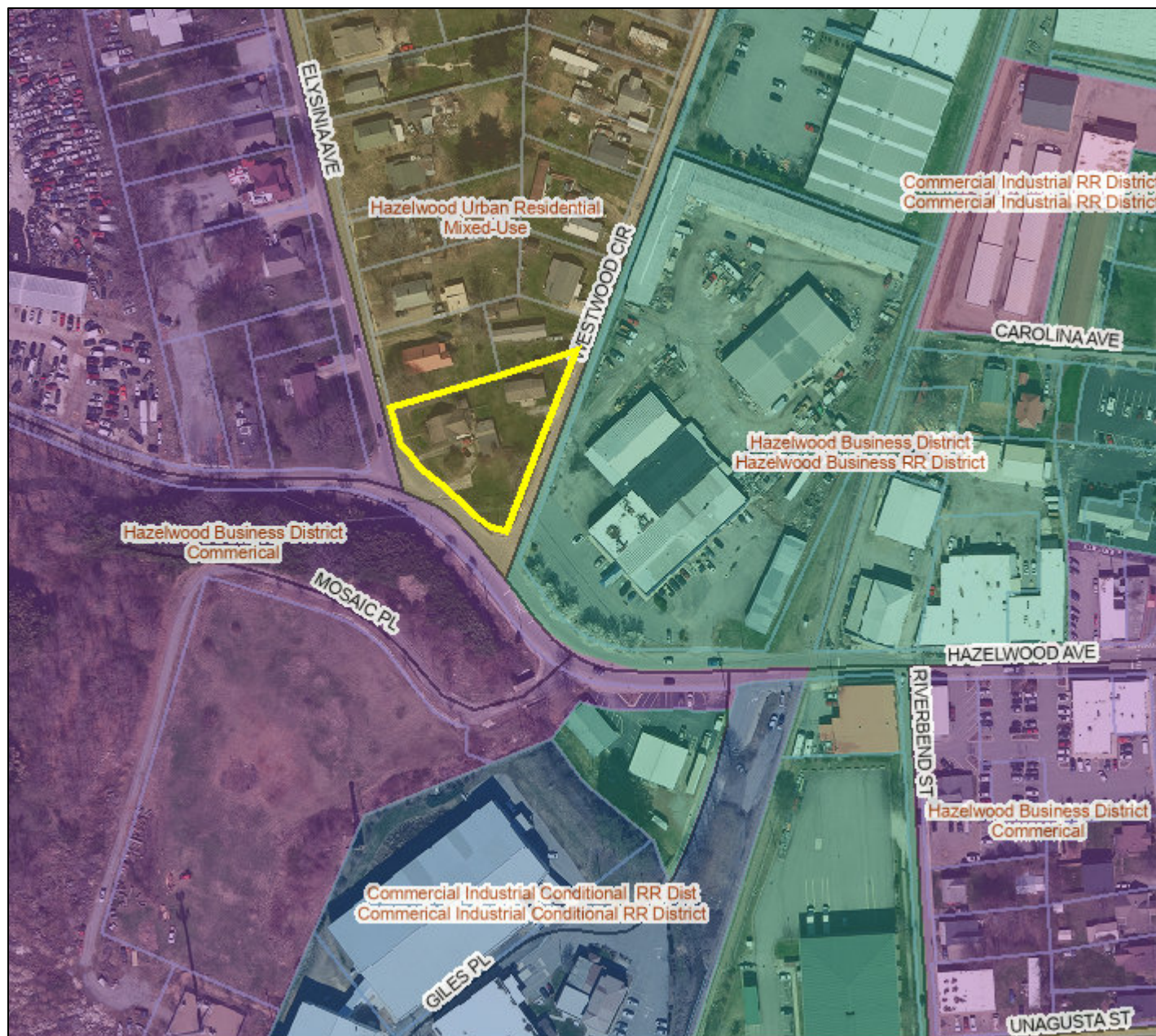


January 3, 2025



1 inch = 200 feet

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



Report For

BURGIN, JOHN H/TR
WILLIAM P BURGIN TRUST
275 WILDCAT MOUNTAIN RD
WAYNESVILLE, NC 28786

Account Information

PIN: 8605-73-8236
Deed: 793/2229

DWELLING

4 ELYSINIA AVE

Heated Area: 1248

Year Built: 1925

Total Acreage: 0.68

Township: Town of Waynesville

Land Value:

Building Value:

Market Value:

Deferred Value:

Assessed Value:

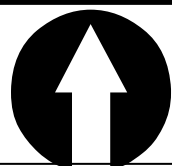
Sale Price:

Sale Date: 11/24/2010

Tax Bill 1:

Tax Bill 2:

A93/819
A88/2

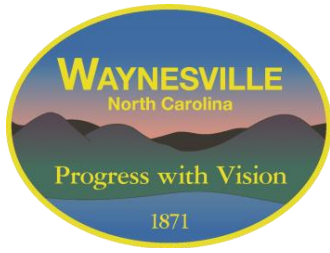


January 3, 2025



1 inch = 200 feet

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TOWN OF WAYNESVILLE

Development Services Department

9 South Main Street

Suite 110

Waynesville, NC 28786

Phone (828) 456-8647 • Fax (828) 452-1492

www.waynesvillenc.gov

January 21st, 2025

Notice of Public Hearing: Rezoning (Map Amendment)

Town of Waynesville Town Council

The Town of Waynesville Town Council will hold a public hearing on Tuesday, February 11th, 2025, at 6:00 pm, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider:

1. A Land Development Standards Map amendment to rezone 4 Elysina Ave (PIN 8605-73-8236) from Hazelwood Urban Residential to Hazelwood Business District.



For more information, contact the Development Services Department at: (828) 452-0401, email: amumby@waynesvillenc.gov mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

BURGIN, JOHN H/TR
WILLIAM P BURGIN TRUST
275 WILDCAT MOUNTAIN RD
WAYNESVILLE, NC 28786

SETZER, WILMA HEIRS
63 WESTWOOD CIR
WAYNESVILLE, NC 28786

MARTIN, JAMES S
3950 CORDOVA LN
CUMMING, GA 30028-4164

RICHLAND BUSINESS PARK
329 COUNTY CLUB DR
WAYNESVILLE, NC 28786

CULLEN, GREGORY BLAINE
CULLEN, CHERYL DEITZ
33 ELYSINIA AVE
WAYNESVILLE, NC 28786-2000

WELCH, JAMES T
WELCH, JANE S
329 COUNTRY CLUB DR
WAYNESVILLE, NC 28786-4725

SCATES, JOHN (HEIRS)
C/O GREGORY B CULLEN
49 ELYSINIA AVE
HAZELWOOD, NC 28738

SIMON, PABLO MARTIN
69 WESTWOOD CIR
WAYNESVILLE, NC 28786

BORTLE, DAVID V
77 JOHNSON HILL DR
WAYNESVILLE, NC 28786



TOWN OF WAYNESVILLE

Development Services Department

9 South Main Street

Suite 110

Waynesville, NC 28786

Phone (828) 456-8647 • Fax (828) 452-1492

www.waynesvillenc.gov

FOR PUBLICATION IN THE MOUNTAINEER: January 29th and February 5th (Wednesday) editions

Date: January 21st, 2025

Contact: Alex Mumby, (828) 452-0401

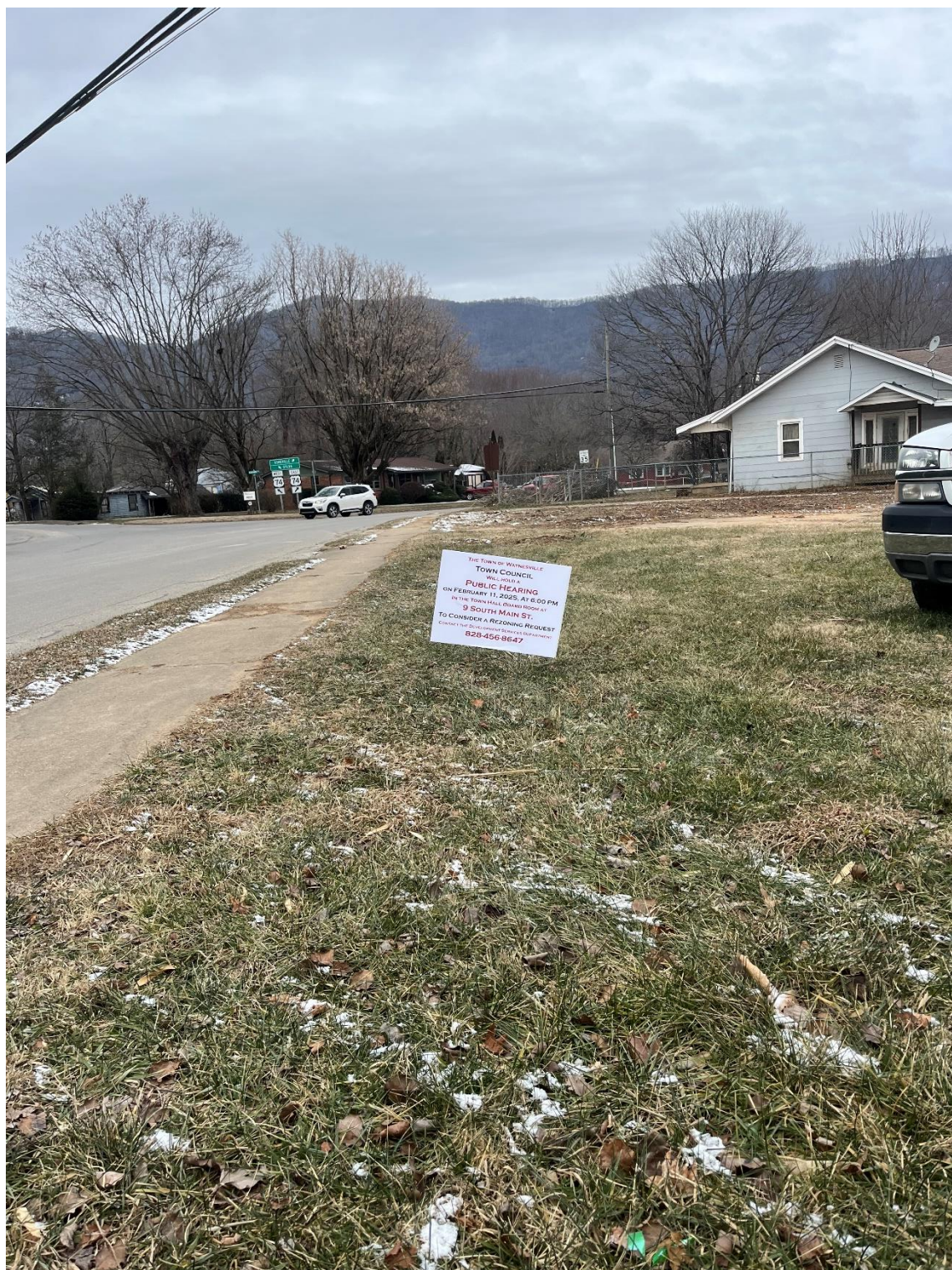
Notice of Public Hearings

Town of Waynesville Town Council

The Town of Waynesville Town Council will hold a public hearing on Tuesday, February 11th, 2025, at 6:00 pm, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider:

1. A Land Development Standards Map amendment to rezone 4 Elysina Ave (PIN 8605-73-8236) from Hazelwood Urban Residential to Hazelwood Business District.

For more information contact the Development Services Department at: (828) 452-0401, email: amumby@waynesvillenc.gov mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.



DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL LAND DEVELOPMENT MAP OF THE TOWN OF WAYNESVILLE

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

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

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

- Create walkable and attractive neighborhoods and commercial centers
- Encourage infill, mixed-use, and context-sensitive development.

Goal 5: Create opportunities for a sustainable economy

- Promote Waynesville’s downtown districts, inns, restaurants, and reputation as the “Gateway to the Smokies”.

WHEREAS, the Town of Waynesville Planning Board recommends that this map amendment is reasonable and in the public interest because it is also consistent with the purposes of the proposed zoning district- Hazelwood Business District (HBD), as described in Section 2.3.6.B of the Land Development Standards (LDS):

- Development in the future must be sensitive in design and provide a high level of pedestrian safety and comfort
- Connections among properties within this district and to surrounding districts are very important

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

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

WHEREAS, after notice duly given, a public hearing was held on **January 13, 2025**, at the special called meeting of the Waynesville Planning Board, and on _____ at the regularly scheduled meeting of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON _____, AND WITH A

MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Official Land Development Map be amended with the property at 4 Elysinia Ave in Waynesville, North Carolina 28786 (PIN 8605-73-8236) rezoned from Hazelwood Urban Residential (H-UR) to Hazelwood Business District (HBD) District.

ADOPTED this _____ Day of _____, 2025.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney



To: Town of Waynesville Town Council
From: Alex Mumby, Land Use Administrator
Date: February 11th, 2025
Subject: Map Amendment Statement of Consistency
Description: Map amendment related to a rezoning request from Hazelwood Urban Residential (H-UR) to Hazelwood Business District (H-BD) for a 0.68-acre property at 4 Elysinia Ave in Waynesville, NC (PIN 8605-73-8236).
Contact: Town of Waynesville Planning Department (“Development Services”)

The Planning Board hereby adopts and recommends to the Governing Board the following statement(s):

☐

The zoning map amendment **is approved and is consistent with the Town’s Comprehensive Land Use Plan** because: _____

The zoning map amendment **is reasonable and in the public interest** because:

☐

The zoning map amendment **is rejected because it is inconsistent with the Town’s Comprehensive Land Use Plan** and **is not reasonable and in the public interest** because _____

☐

In addition to approving this zoning map amendment, this approval is **also deemed an amendment to the Town’s Comprehensive Land Use Plan**. The change in conditions taken into account in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: _____

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 2/11/25**

SUBJECT Recommendation of design firms for FEMA recovery in Parks

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY : The staff issued Requests for Qualifications (RFQ) for design, bidding and construction administration for storm damage repairs to the Town's ball fields, greenways and dog park. The Town received three bids for design of the ball fields, and two bids for design of the greenway and dog park. A committee of department heads reviewed the proposals and chose the firm of McAdams Company to carry out design and other services for the ball fields and Civil Design Concepts (CDC) to carry out design of the dog park and greenways. McAdams's proposal includes the services of an Asheville architect with experience in ballfield facility design. Their engineering staff have designed numerous ball fields. CDC has experience repairing recreation facilities damaged in flood events. They have designed dog parks as well.

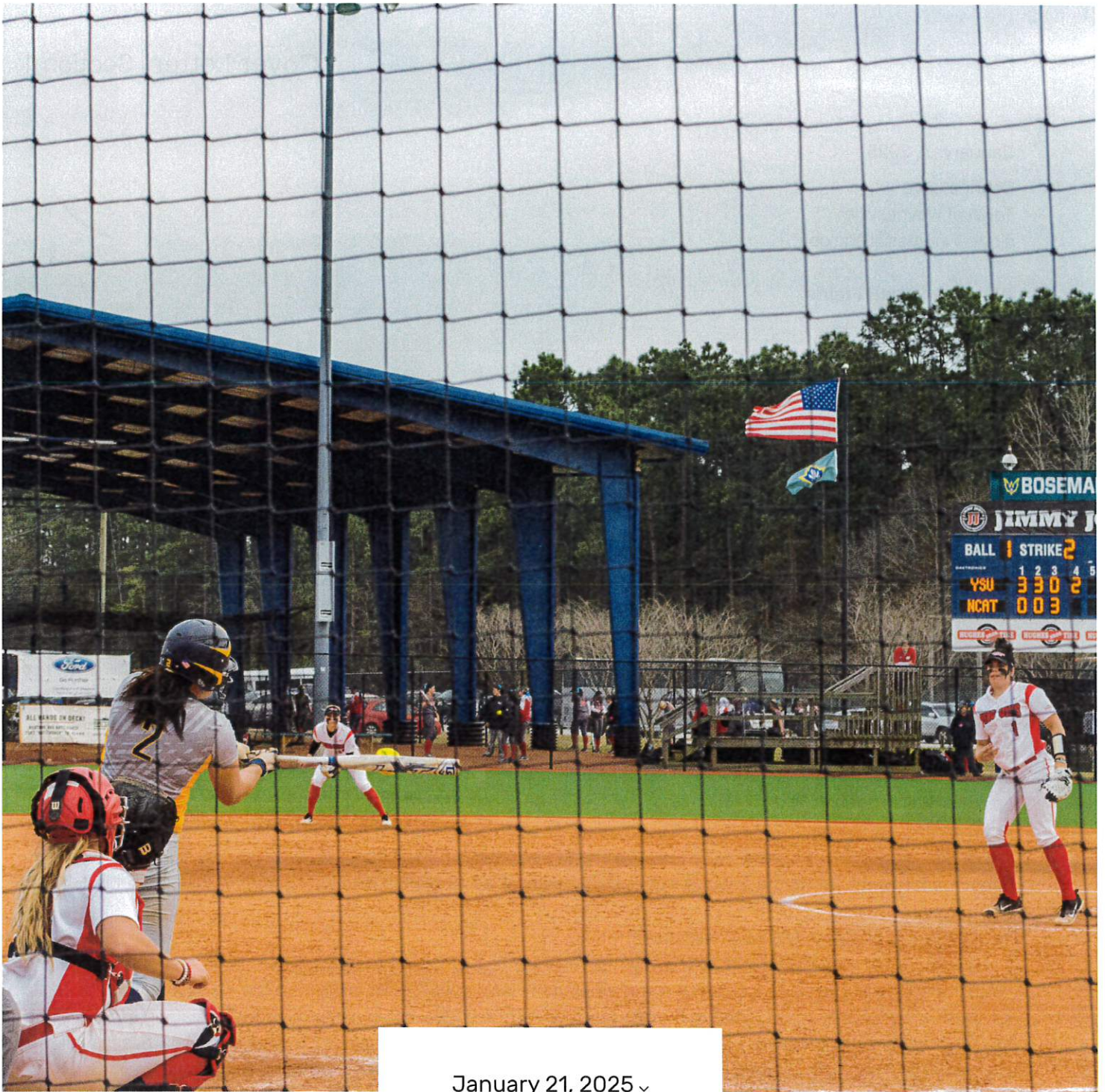
MOTION FOR CONSIDERATION: Approve the proposal of McAdams Company for design/bidding and construction administration of the Town's ball fields and approve the proposal of Civil Design Concepts (CDC) for design/ bidding and construction administration of the greenways and dog park.

FUNDING SOURCE/IMPACT: General-FEMA Reimbursement

ATTACHMENTS: Proposals

MANAGER'S COMMENTS:

Following GS 143-64.31 Procurement of Architectural, Engineering and Surveying Services, the Council must approve the proposal of an Architect/Engineer based on qualifications and instruct the staff to negotiate a contract with the firm(s). The staff will return to the Council with contract proposals or report that they were unable to successfully negotiate mutually agreeable contracts. Should the staff not be able to negotiate a contract, the Council will instruct the staff to negotiate with the next available firm.



January 21, 2025 ✓

Town of Waynesville

Softball Fields

 MCADAMS

January 21, 2025

Sebrina Love
Town of Waynesville
slope@waynesvillenc.gov

RE: Softball Fields

Dear Ms. Love,

McAdams is pleased to express interest in design and reconstruction of Dutch Fisher Field and Vance Street Park Softball Field. With a passion for athletic facility design, we are eager to collaborate with the Town and local stakeholders to bring your vision to life. Our team understands the importance of creating spaces that not only meet the functional needs of athletes but also enhance the overall community experience. We are committed to incorporating cutting-edge technology and best practices in athletic facility design to ensure the fields are not only functional, but also easily maintained, sustainably designed, and resilient to future flooding. From master planning to construction administration, we are dedicated to delivering premier athletic facilities that will be a source of pride for the Waynesville community for years to come.

Why McAdams?

With offices in Asheville, Winston-Salem, and Charlotte, we serve municipal clients throughout North Carolina with an eagerness to affect positive community change through the design and construction of recreation facilities. We care deeply for the success of each project, parks and recreation department, and community in which we work. Our ambition extends beyond design, landscape architecture, and engineering to enhance our clients' experiences and the Town's asset for the life cycle of a project. Our team's experience in western North Carolina, along with our expertise in athletic field programming and design, positions us to deliver a best-in-class project for the Town. At McAdams, we have a penchant for selecting distinguished individuals, who together will deliver the best in leadership, innovation, technical expertise, stakeholder engagement, and client experience. The McAdams team offers the following, giving the Town of Waynesville a distinct advantage in developing both of your ballfields.

INDUSTRY EXPERTISE + LOCAL KNOWLEDGE

It is our priority to deliver a project for the Town of Waynesville that is built to modern standards, responds to existing natural systems, and creates a timeless space where families can gather for years to come. To accomplish this goal, our team is specifically constructed to provide the Town with the ideal combination of industry leading expertise and regional familiarity. Our team has worked on some of the most high-profile sports facilities in the southeast, while also having intimate knowledge about the local community character and the permitting processes. Engineers from our Asheville office have local experience permitting projects in both the Town of Waynesville and Haywood County. Members of our team are responsible for leading the Lee County Multi-sports Park development in Selma, North Carolina, (currently under construction) and the Florence Sports Complex in South Carolina, to name a few. Our goal is to develop design solutions in a visionary yet practical way, on-time, and within budget.

TEAM LEADERSHIP

David Malcolm, RLA, will serve as principal-in-charge. David is a regional leader in parks and recreation planning and design, and has served as project manager or principal-in-charge for similar athletics projects, such as Davie County Community Park, Pearl Street Park, Moor Park Renovations, and UNC Charlotte Softball Locker Rooms and Offices. Nick Lowe, RLA, will serve as project manager. Nick has previous experience working on and managing

both park and athletic field design, such as Davie County Community Park, East Clayton Community Park, Moor Park Renovations, and Archdale Park. Nick is a proactive communicator and will serve as the project's champion, ensuring the highest quality deliverables, on-time, and within budget. Achieved through Nick's 17-year career in the planning, design, and construction industries, he deeply understands the project development process and how the details of construction documents translate into the built environment. The renovation of Moor Park baseball field in Mooresville, North Carolina, a phased \$15 million wooden bat league field, is slated to break ground this summer.

ATHLETICS PROGRAMMING + DESIGN

Dan Dodd, RLA, with Fitfields, is a national leader in sports consulting, as well as the design and construction of outdoor athletic experiences. Dan's work spans municipal recreation providers, collegiate athletics, and professional sports organizations. Dan brings enthusiasm for athletics and unparalleled experience and knowledge of field programming, design, surface types (natural and synthetic), budgeting, and owner representation. Dan acts as an extension of the McAdams team and served as McAdams' partner field designer for Lee County Multi-sports Park, UNC Wilmington's Baseball Practice Field, Moor Park Renovations, and East Clayton Community Park. His resume also includes the Florence Sports Complex in South Carolina, and Anderson School District's Five Baseball and Softball Fields in Anderson, South Carolina.

EXPERIENCE DESIGNING IN FLOODPLAINS

The park is positioned in and around many sensitive environmental features, such as Ratcliffe and Eaglenest Creek, and as such are locating within the regulated flood plain and floodways of both Creeks. In addition to designing in accordance with floodplain development standards, it will be critical to identify and document environmentally sensitive features and endangered species that should be protected and possibly enhanced as a part of this master plan. Understanding how these systems function and how they can interface with the existing fields will help inform design decisions and identify opportunities for resiliency and sustainability in the proposed development.

TEAM UNITY

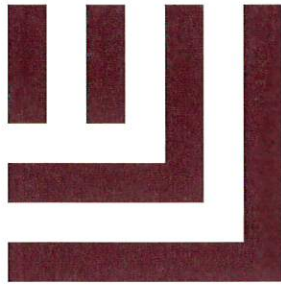
Our diverse team of surveyors, environmental scientists, architects, stormwater engineers, landscape architects, planners, civil engineers, and cost estimation professionals have collaborated on prior projects and developed a sense of comradery and trust that will serve the Town and this project well. Most recently, much of this assembled team collaborated on the design for Lee County Multi-sports Park. Throughout this project and many others, we developed an understanding of how to work together to achieve the goals of the client creatively and efficiently. Please do not hesitate to contact me if you need any additional information.

Sincerely,
McAdams



Nick Lowe RLA
Senior Project Manager, Planning + Design
704. 239. 5088 | nlowe@mcadamsco.com

NAME	REGISTRATIONS	POSITION
Mike Munn, PE	Professional Engineer (PE): NC #025935	President + Chief Executive Officer
Jon Moore, PE	PE: NC #024680	Chief Operating Officer
Mary Heath	N/A	Chief Administrative Officer
Dwight Collinson	N/A	Chief Financial Officer
Iona Thomas, AICP	American Institute of Certified Planners (AICP): #018503	Chief Growth + Strategy Officer
Marc Leblanc	N/A	Chief Technology Officer
Bobby Dollak, PE	PE: TX #86898	Vice President, Dallas-Fort Worth Metro
Amos Clark, PE	PE: NC #23495 NCSU, BMP Inspection + Maintenance Certification: #928 NCDEQ Intermittent + Perennial Stream Identification for Riparian Buffer Rules	Vice President, Water Resources
Will Letchworth, PE	PE: NC #033718	Vice President, Transportation
Greg Bewley, PLS	Professional Land Surveyor (PLS): NC #4805	Vice President, Geomatics
Brandon Finch, PE	PE: NC #027476; FL #85931; VA #0402049529; SC #29192 NCEES Record #45741 City of Durham BMP Certifying Engineer #015	Vice President, Energy
Rob Reddick, PE	PE: NC #035747; SC #29020	Vice President, Civil / Site Design
David Malcolm, RLA	RLA: NC #0969; SC #1268; GA #001693; FL #6666821	Vice President, Planning + Design
Fred Boone, PE	PE: NC #29808 NC State University, BMP Inspection + Maintenance Certification	Vice President, Construction Administration



OUR LOCATIONS
Winston-Salem, NC
486 North Patterson Avenue,
Suite 201
Winston-Salem, NC 27101
919.361.5000

Raleigh, NC (HQ)
Asheville, NC
Charlotte, NC
Durham, NC
Greenville, SC
Lake Mary, FL
Palm Harbor, FL
Lewisville, TX

FOUNDED
April 2, 1979

OUR LICENSURE
North Carolina:
NCBELS: #C-0293
NCBOLA: #C-187

TYPE OF OWNERSHIP
C-Corporation

Meaningful Experiences Through Inspired Design.

About Us

Cultivating planning, design, and engineering expertise since 1979.

McAdams is a full-service landscape architecture, civil engineering, land planning, transportation, and geomatics firm headquartered in Raleigh, North Carolina with offices across North Carolina, South Carolina, Florida, and Texas.

Our People

Get to know the experience makers.

Comprised of over 500 professionals, the firm includes nearly 200 professional engineers and engineering designers, 30 registered landscape architects, 13 certified planners, 20 professional land surveyors, 10 LEED® certified professionals, eight certified floodplain managers, two certified floodplain surveyors, one certified arborist, one certified professional in erosion and sediment control, and eight FAA sUAS remote pilots.

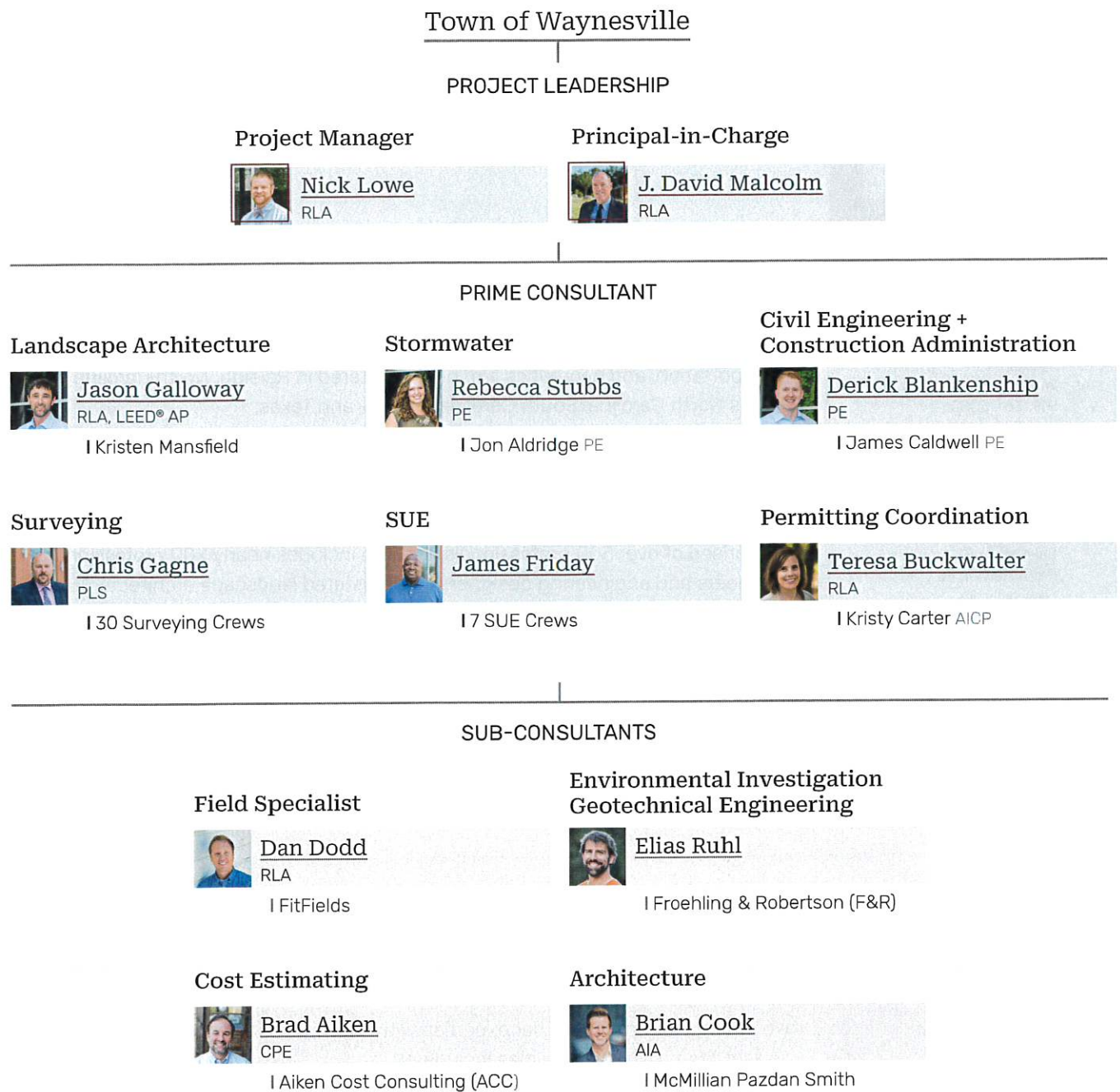
Engaged in impactful projects, we bring together creative solutions that energize communities. Our work goes beyond design and engineering, focusing on thoughtful and resourceful experiences.

Our Services

We strategically align top-tier expertise with extensive experience tailored to each project type. These capabilities include:

- ┐ Landscape Architecture
- ┐ Civil Engineering
- ┐ Geomatics
- ┐ Funding Services
- ┐ Land Planning
- ┐ Construction Administration
- ┐ Stormwater
- ┐ Stream + Wetland Design
- ┐ Transportation
- ┐ Urban Planning + Design
- ┐ Visualization







McAdams
Winston-Salem, NC

EDUCATION
B.S. in Horticulture, NC State University

M.L.A., Virginia Polytechnic Institute + State University

REGISTRATIONS
Registered Landscape Architect (RLA): NC #1959; SC #1371; OH #LA.2401703

PROJECT MANAGER

Nick Lowe^{RLA}

Nick is a senior project manager and park planner with McAdams and has 17 years of experience in the planning and design industry. Nick has managed complex parks, recreation, and community planning and design projects for public agencies throughout the Carolinas, and has experience planning outdoor environments and public open spaces. His recent endeavors have led to working with local governments to create high-performance public spaces that include phased master plans, which help maximize valuable resources for construction. His focus on creating parks that reflect place through sustainable design and space making helps clients deliver truly authentic places.

Notable Projects

- | Moor Park, Baseball Field Renovations *Mooresville, NC*
- | Liberty Park, Phase II Improvements *Mooresville, NC*
- | Municipal Park *Clayton, NC*
- | East Clayton Community Park *Clayton, NC*
- | Davie County Community Park *Mocksville, NC*
- | Lee County Multi-sports Park *Sanford, NC*



McAdams
Charlotte, NC

EDUCATION
B.S. in Landscape Architecture, Virginia Polytechnic Institute + State University

REGISTRATIONS
RLA: NC #0969; SC #1268; GA #001693; FL #6666821

PRINCIPAL-IN-CHARGE

J. David Malcolm^{RLA}

David is the vice president of Planning and Design for McAdams. He has over 29 years of experience in parks, recreation, and community planning and design projects. David's focus within the practice is improving cities and communities by bringing form to planning and design projects for public and private sector clients. His specialties range from the design and creation of vibrant public spaces to the planning of new communities within urban, mixed-use, resort, and destination locations. He has successfully led public consensus building for small town main street revitalization projects and large brownfield redevelopment sites in metropolitan areas.

Notable Projects

- | Moor Park, Baseball Field Renovations *Mooresville, NC*
- | UNC Charlotte, Softball Locker Rooms + Offices *Charlotte, NC*
- | Union Athletic Park *Union County, NC*
- | Jacksonville Sports + Recreation Complex *Jacksonville, NC*
- | nCino Sports Park *Wilmington, NC*
- | Pearl Street Park, Renovations *Charlotte, NC*



McAdams
Raleigh, NC

EDUCATION
B.S. in Horticulture +
Landscape Concentration, NC
State University

M.L.A., Virginia Polytechnic
Institute + State University

REGISTRATIONS
RLA: NC #1716

Leadership in Energy +
Environmental Design
Accredited Professional
(LEED® AP)

LANDSCAPE ARCHITECTURE LEAD

Jason Galloway RLA, LEED® AP

Jason joined McAdams in 2020 and currently serves as a senior project manager in the Education, Healthcare, and Civic engineering department. Throughout his 16-year career, Jason has been involved in a variety of public projects, including master plans, parks, urban plazas, and streetscapes. He has a talent for listening to clients, communicating ideas, and organizing a team. Jason is dedicated to creating spaces that serve the public and working with communities to turn their visions into a reality.

Notable Projects

- | Biltmore Hills Park, Tennis Improvements *Raleigh, NC*
- | Fayetteville Tennis Center *Fayetteville, NC*
- | Jacksonville Sports + Recreation Complex *Jacksonville, NC*
- | nCino Sports Park *Wilmington, NC*
- | Lee County Multi-sports Park *Sanford, NC*
- | Heritage Park *Hope Mills, NC*
- | Municipal Park *Clayton, NC*
- | East Clayton Community Park *Clayton, NC*



McAdams
Charlotte, NC

EDUCATION
B.S. in Landscape
Architecture, Ball State
University

REGISTRATIONS
RLA: NC #1945

LANDSCAPE ARCHITECT SUPPORT

Kristen Mansfield RLA

Kristen is a technical manager at McAdams with over 20 years of experience in the practice of landscape architecture. As the lead technical manager, Kristen oversees plan development, leading the production team by providing technical review and direction, resolving complex technical and design problems, and working collaboratively with all team members on all aspects of project execution. She specializes in recreation planning and park design; urban redevelopment and streetscape design; and campus / civic space, resort, and amenity design. Her experience includes rezoning, envisioning plans, pattern books, community engagement, comprehensive plans, needs assessments, permitting, cost estimating, and construction documents. She thrives in a fast-paced, design driven environment, and excels in orchestrating the quality advancement of multidisciplinary construction drawings. Kristen is dedicated to pursuing the vision, implementation, and precision needed to create elevated, creative, and actionable design solutions from concept through construction.

Notable Projects

- | UNC Charlotte, Softball Locker Rooms + Offices *Charlotte, NC*
- | Mallard Creek Recreation Center + Park Renovation *Mecklenburg County, NC*
- | Naomi Drennan Park *Charlotte, NC*
- | UNC Charlotte, Career Counseling Center (Advanced Planning) *Charlotte, NC*
- | Queens University, Sarah Belk Gambrell Building Addition + Renovation *Charlotte, NC*



McAdams
Raleigh, NC

EDUCATION
B.S. in Biological Engineering,
NC State University

NCSU River Courses: 101 +
401

Rosgen Levels I, II + III

REGISTRATIONS
Professional Engineer (PE):
NC #049073; TX #142047;
VA #062131

STORMWATER LEAD

Rebecca Stubbs PE

Rebecca has been with McAdams since 2015 and serves as the stream restoration practice leader in the Water Resources department. She has intentionally focused her career on nature-inspired solutions to address and improve the quality of the surface waters we all depend upon. With a background in land development stormwater, she has a deep understanding of the impacts urban runoff has on streams and wetlands. She manages stream and wetland projects across North Carolina from existing conditions assessment to concept design through construction. She serves a variety of municipal clients, mitigation bankers, private entities, and non-profit organizations to develop restoration designs that will provide mitigation credits, uplift degraded ecological communities, and protect infrastructure investments while enhancing natural features of the project sites.

Notable Projects

- | Liberty Park, Phase II Improvements *Mooresville, NC*
- | Pearl Street Park, Renovations *Charlotte, NC*
- | H.L. Miller Park, Stream Enhancement *Wake Forest, NC*
- | Dorton Park, Renovations + Stream Enhancement *Concord, NC*
- | HUB RTP Stream Enhancement *Durham, NC*



McAdams
Charlotte, NC

EDUCATION
B.S. in Civil Engineering, NC
State University

REGISTRATIONS
PE: NC #033782

NCSU BMP Inspection +
Maint. Certification #325

NASSCO Certification:
U-0420-70309298

STORMWATER SUPPORT

Jon Aldridge PE

Jon has been with McAdams for over 20 years and currently serves as director of our Water Resources department in our Charlotte office. His comprehensive project management experience in both the public and private sectors includes overall stormwater management design and master planning, neighborhood stormwater retrofit and repair projects, water quality and low-impact development (LID) / green stormwater infrastructure (GSI) design, stormwater control measure (SCM) design, and analyses of stormwater conveyance systems. His primary responsibilities include overall management of the Charlotte Water Resources team, as well as over-seeing the technical design and implementation of stormwater management techniques.

Notable Projects

- | Bradford Park, Softball Complex *Huntersville, NC*
- | UNC Wilmington, Boseman Softball Field *Wilmington, NC*
- | Union Athletic Park *Union County, NC*
- | Pearl Street Park, Renovations *Charlotte, NC*
- | Davie County Community Park *Mocksville, NC*



McAdams
Asheville, NC

EDUCATION
A.S. in Civil Engineering,
Bluefield State University

B.S. in Architectural
Engineering, Bluefield State
University

REGISTRATIONS
PE: NC #046723; VA #56358

CIVIL ENGINEERING + CONSTRUCTION ADMINISTRATION LEAD

Derick Blankenship PE

Derick has over 14 years of engineering experience and serves as a project manager in the Education and Healthcare department at McAdams. Through his career, he has been part of many types of projects, including infrastructure and medical campus, master planning, higher education developments, downtown mixed-use, mid-rise and high-rise redevelopments, and single family and multi-family residential. Derick works out of our Asheville office and can be on the project site within minutes of a call.

Notable Projects

- | NC State University, Doak Field Enhancement *Raleigh, NC*
- | Dorothea Dix Park, Gipson Play Plaza *Raleigh, NC*
- | UNC Asheville, Ramsey Library Entrance *Asheville, NC*
- | Longfellow Discovery at Watkins *Morrisville, NC*
- | Emerge Science Center *Morrisville, NC*



McAdams
Durham, NC

EDUCATION
B.S. in Environmental
Engineering, NC State
University

REGISTRATIONS
PE: NC #29977; SC #27159;
VA #46714

City of Durham BMP
Certifying Engineer #002

City of Durham BMC
#2009004

CIVIL ENGINEERING + CONSTRUCTION ADMINISTRATION SUPPORT

James Caldwell PE

James has 25 years of experience and serves as director of Education, Healthcare, and Civic Engineering for McAdams. He has extensive experience designing and permitting projects (zoning, site plans, construction drawings, record drawings, and Board of Adjustment). James' focus is higher education, healthcare, and civic utility infrastructure; campus improvement; athletic facilities; and overall stormwater master plan design and planning projects. James has extensive experience working alongside architects, site mechanical engineers, and geotechnical engineers to make campus and municipal projects successful.

Notable Projects

- | Duke University, Athletics District *Durham, NC*
- | Duke University, Kennedy Tower + Track *Durham, NC*
- | Duke University, Bassett Drive Athletic Fields *Durham, NC*
- | Duke University, Faculty Club *Durham, NC*
- | Jacksonville Sports + Recreation Complex *Jacksonville, NC*
- | Lee County Multi-sports Park *Sanford, NC*
- | Frazier Farm, Athletic Complex *Rolesville, NC*
- | Bull Rull Park *Franklin County, NC*



McAdams
Winston-Salem, NC

EDUCATION
B.S. in Physics
School, Massachusetts
College of Liberal Arts

REGISTRATIONS
Professional Land Surveyor
(PLS): NC #L-4700

SURVEYING LEAD

Chris Gagne PLS

Chris has 25 years of surveying experience through out the east coast and has been leading geomatic departments since 2005. Chris joined McAdams in 2020 and recently relocated to the Winston-Salem office to lead the Geomatics division in the Triad. Chris has overseen many projects, including municipal projects, residential development, energy infrastructure, transportation, airports, stream restoration, beach restoration, archeology, education, hazardous materials, railroad, and Federal lands. Chris has extensive experience and training in client interactions, communication, and project management. He guides his team using state-of-the-art technology to improve response time and deliver projects on-schedule, while meeting the clients expectations and goals.

Notable Projects

- | UNC Charlotte, Heritage *Charlotte, NC*
- | UNC Charlotte, Student Tailgate + Activity Center *Charlotte, NC*
- | Wake Forest University, Greenway *Winston-Salem, NC*
- | Lancaster County School District, Indian Land High School *Lancaster County, SC*
- | Trinity High School, Soccer Field Re-grading *Lexington, NC*



McAdams
Charlotte, NC

EDUCATION
A.A.S. in Civil Engineering
Technology, Gaston College

SUE LEAD

James Friday

James has nearly three decades of experience in utility coordination, construction administration, and project management in subsurface utility engineering (SUE); overall site plan (OSP); wireless and small cell deployment; transportation; telecommunications / utility engineering; and coordination projects. With a depth of knowledge in SUE, utility design, and civil construction, this allows him to better understand utility conflict in proposed construction. James will manage our SUE group projects for the greater Charlotte / Mecklenburg market. He has worked on many high-profile road, wireless, fiber-OSP, ITS, utility, and light rail projects. He has served as a project manager, public information officers, construction administration-inspector for the City of Charlotte and North Carolina Department of Transportation (NCDOT), SUE project manager and OSP engineer for companies in the Southeastern states.

Notable Projects

- | CMS, North Mecklenburg High School *Huntersville, NC*
- | CMS, First Ward Elementary School *Charlotte, NC*
- | Sugar Creek Greenway *Charlotte, NC*
- | Magnolia-Winthrop Storm Drainage Improvements *Charlotte, NC*



McAdams
Asheville, NC

EDUCATION
B.S., Michigan State
University

Master in Landscape
Architecture, University of
Michigan

REGISTRATIONS
RLA: NC #1702; SC #1709;
VA #4060001969

*Prior association

PERMITTING COORDINATION LEAD

Teresa Buckwalter RLA

Teresa is a registered Landscape Architect in North Carolina, South Carolina, and Virginia. Combining landscape architecture, community, and land planning, Teresa brings a 20-year track record of project management of public projects. Through combining her love of public space design and outdoor recreation, Teresa has helped communities throughout Western North Carolina, Upstate South Carolina, and Virginia plan and design both engaging and functional spaces for people. Teresa has helped clients execute their vision on numerous greenway, park, and transportation projects, including the Ecusta Trail, the Fonta Flora State Trail, and the Overmountain Victory National Historic Trail.

Notable Projects

- | Double Bluff Recreation Area *Jonesville, NC**
- | South Main Park *Hendersonville, NC**
- | Lansing Creeper Trail Park *Lansing, NC**
- | Ecusta Rail Trail *Brevard, NC**
- | Karen Cragnolin Park Greenway *Asheville, NC**
- | Yadkin River Greenway, Memorial Park to Mulbeery Fields North *Wilkesboro, NC**



McAdams
Asheville, NC

EDUCATION
B.S. in Recreational Therapy,
Western Carolina University

M.P.A. in Public Affairs,
Western Carolina University

REGISTRATIONS
American Institute of Certified
Planners (AICP): #25956

*Prior association

PERMITTING COORDINATION SUPPORT

Kristy Carter AICP

Kristy has more than 25 years of experience in community and transportation planning and is a skilled community planner, having designed and executed transportation and community impact projects in dozens of communities. She does not shy away from tough conversations and is dedicated to building equitable places. She leverages the community's voice for positive change to move forward together.

Notable Projects

- | Jackson Walks Pedestrian Plan *Jackson County, NC**
- | Crawford Branch, Greenway Feasibility Study *Franklin, NC**
- | Jackson County Recreation Center, NC 107 Connector Feasibility Study *Cullowhee, NC**
- | Murphy in Motion, Multimodal Plan *Murphy, NC**
- | Woodfin Tomorrow, Comprehensive Plan *Woodfin, NC**
- | Cashiers Village Small Area Plan *Jackson County, NC**



FitFields
Fort Mill, SC

EDUCATION
B.L.A., Pennsylvania State
University

M.S. in Parks, Recreation
+ Tourism Management,
Clemson University

REGISTRATIONS
RLA: NC #1589; SC #998;
MD #3215; TN #1175;
TX #3544

FIELD SPECIALIST LEAD

Dan Dodd_{RLA}

As the founder of The Dodd Studio, a landscape architecture firm based in the Charlotte metro area, Dan has developed an impressive portfolio of athletic facility planning and design projects throughout the Carolinas. This experience led him to create the FitFields division to cater more directly to clients in this space. Heading into his 26th year of experience, Dan has designed and planned over 60 recreation and sport facilities during his career.

Notable Projects

- | Anderson School District Five, Westside High School Softball Field Synthetic Turf Conversion *Anderson, SC*
- | Anderson School District Five, T.L. Hanna High School Softball Field Synthetic Turf Conversion *Anderson, SC*
- | Bobby Richardson Sports Complex Renovations *Sumter, SC*
- | Jennings Park Renovations *Statesville, NC*
- | Lee County Multi-sports Park *Sanford, NC*
- | Moor Park, Baseball Field Renovations *Mooresville, NC*



F&R
Raleigh, NC

EDUCATION
B.S. in Biology, Barton College

CERTIFICATIONS
NCDEQ - Intermittent
and Perennial Stream
Identification for
Riparian Buffer Rules
Certification | NCSU Wetland
Identification + Delineation
Certification | NC SAM +
NC WAM Certified | USFWS
+ NC DENR Rare Plant
Identification Workshops

ENVIRONMENTAL INVESTIGATION + GEOTECHNICAL ENGINEERING LEAD

Elias Ruhl

Elias has nearly two decades of experience providing a broad range of environmental consulting services throughout the Mid-Atlantic region, including environmental risk management, performing wetland delineations, Section 401/404 wetland permitting, rare plant, and animal surveys, Environmental Assessments for National Environmental Policy Act (NEPA) / State Environmental Policy Act (SEPA) compliance, Phase I & Phase II Environmental Site Assessments, geographic information system (GIS) / global positioning system (GPS) services, landfill evaluations, and various other environmental and ecological services. In addition to his responsibilities as F&R's Raleigh branch manager, he also serves as the natural resources practice leader, which includes overseeing wetland delineation and permitting activities, NEPA/SEPA studies, threatened and endangered species surveys, and other ecological assessments companywide.

Notable Projects

- | Baileywick Park *Raleigh, NC*
- | Paw Creek Greenway *Mecklenburg, NC*
- | Wake County Cary Main Regional EMA Site *Wake County, NC*
- | Wake County Public School System, E-44 Elementary School Site *Wake County, NC*



ACC
Greenville, SC

EDUCATION
B.S. in Business
Administration, Erskine
College

REGISTRATIONS
Certified Professional
Estimator (CPE):
#1.4-000688-0410

COST ESTIMATING LEAD

Brad Aiken CPE

Brad has over 40 years of experience in take-off and pricing architectural, structural, and civil components of institutional, governmental, and commercial facilities. Brad has served as senior estimator, architectural / structural / civil estimator, and as a construction inspector. He has led or participated on over 4,500 cost estimating projects since Aiken Cost Consulting's (ACC) inception in 1986, including a variety of parks, greenways athletic fields, pavilions, and other recreational projects throughout the Carolinas.

Notable Projects

- | Baseball / Softball Park, Kelly Mill Complex *Richland County, SC*
- | Moor Park, Baseball Field Renovations *Mooreville, NC*
- | David Phillips Park *Concord, NC*
- | USC, Baseball + Softball Facilities Improvements *Union, SC*
- | Pisgah High School, Softball Stadium Repairs *Haywood County, NC*
- | Basbell Field Improvements *Charleston, SC*



**McMillian Pazdan
Smith**
Asheville, NC

EDUCATION
B.S. in Architectural
Engineering, University of
Cincinnati

Master of Architecture,
Clemson University

REGISTRATIONS
American Institute of
Architects

ARCHITECTURE LEAD

Brian Cook AIA

Brian is the director of McMillian Pazdan Smith Asheville studio and will have overall responsibility for the team. He focuses on maintaining the relationships between people and design. As concept design begins, Brian emphasizes the client's vision and how our solution meets their needs for the project. He is interested in how people interact with and are impacted by the buildings where they live, work, and play and he creates intentional design that makes those positive connections. This attention to the end goal of the project, the ability to see the big picture, helps him guide his team through any hurdles toward an effective solution.

Notable Projects

- | Mountainside Memorial Stadium *Asheville, NC*
- | Water Resources Department Customer Service Center *Asheville, NC*
- | Jacob Cornsilk Community Center *Asheville, NC*
- | TK Gregg Community Center *Spartanburg, SC*
- | 2024 IDC / ASA IDQ Multiple Buildings *Buncombe County, NC*



CHAPEL HILL, NC

UNC Chapel Hill, Finley Fields North

PROJECT OWNER
UNC Chapel Hill

REFERENCE
Rick Steinbacher
UNC Chapel Hill
Carolina Athletics
Administration
Sr. Associate Athletics Director
103 Airport Drive
Chapel Hill, NC 27599
919. 962. 5191
rick@unc.edu

PROJECT COSTS
Construction: \$12.1 M
McAdams' Fee: Not Disclosed

PROJECT SIZE
18 acres

SERVICES PROVIDED
Surveying
Civil Engineering
Water Resources
Landscape Architecture
Construction Administration

TEAMING PARTNER
FitFields

UNC Chapel Hill hired McAdams and our sub-consultants to renovate an existing athletic field complex into a new track and field facility. The University sought to expand their facilities at this location to provide two new synthetic turf fields for soccer and lacrosse, a National Collegiate Athletic Association (NCAA) competition track facility, buildings for team gatherings and equipment storage, and a new parking area with bus drop-off. McAdams provided due diligence, civil engineering, stormwater, floodplain modeling, surveying, landscape architecture, project permitting, and construction administration services for this project.

With the understanding that the fields were located within Chapel Creek's floodplain, the athletic design firm hired by the school, FitFields, chose Envirofill infill, along with a Brock International Pad and FieldTurf hybrid dual fiber with thatch for additional infill stabilization. The turf face weight was slightly higher than what we would recommend for traditional systems, but the added fiber weight was an additional factor that helped us develop an overall mitigation plan for a potential flood event. We felt our weighted system did not need a customized header attachment to the composite wood nailer board. A traditional connection was made since we had so much weight per square foot on the field. We felt that the "bubble" effect would have less of a chance occur based on the weighted design.



CHARLOTTE, NC

Pearl Street Park, Renovations

PROJECT OWNER
Mecklenburg County

PROJECT REFERENCE
Karen Weston-Chien
Mecklenburg County
Project Manager
Valerie C. Woodard Center
3205 Freedom Drive
Suite 101
Charlotte, NC 28208
980. 314. 2516
karen.weston-chien@
mecklenburgcountync.gov

PROJECT COSTS
Construction: \$4 M
McAdams' Fee: \$544,800

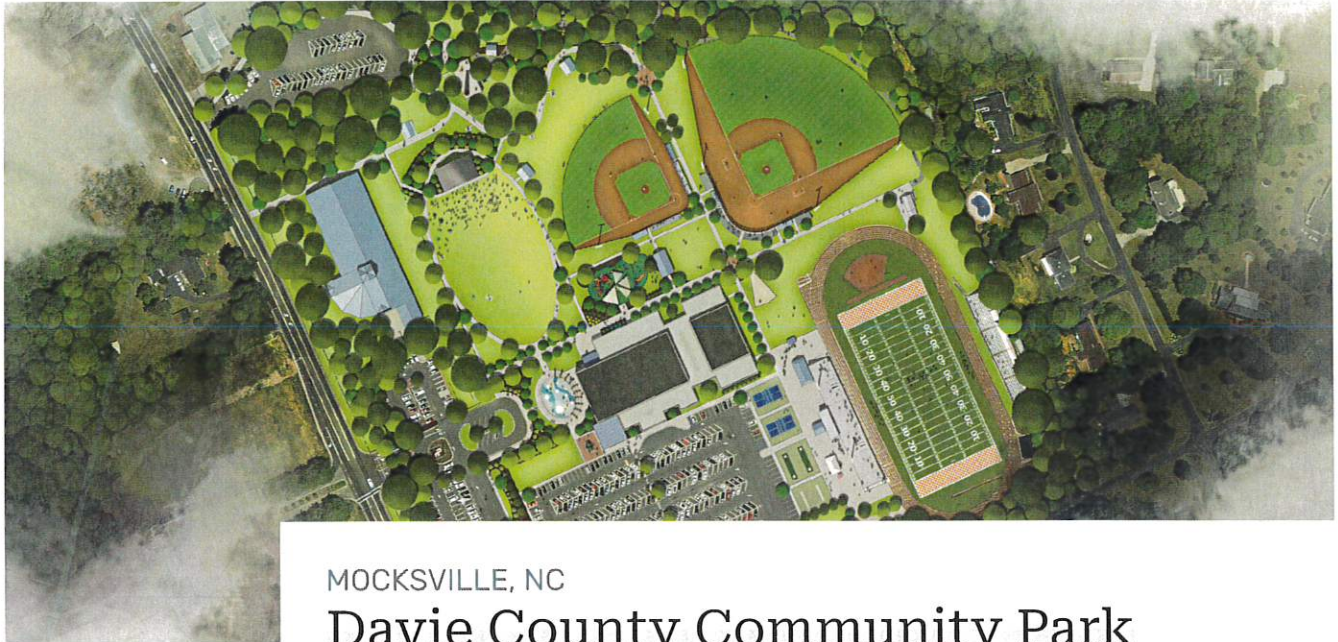
PROJECT SIZE
8.3 acres

SERVICES PROVIDED
Landscape Architecture
Surveying
Civil Engineering
Stream Restoration
Water Resources
Construction Administration

Located in the Dilworth district just south of uptown Charlotte, Pearl Street Park is known as the first African American public park built in the City. Today, the park finds itself surrounded by redevelopment projects, such as the Metropolitan, Midtown Terraces, and East Morehead Apartments, all catalyzed by the Little Sugar Creek Greenway. As redevelopment continues to encroach on the historic park, the McAdams team was commissioned to provide master planning and design services to re-activate the park and respond to shifting land uses.

Given the park's historic significance offering access to green space for African American communities, the team worked to preserve the park's stories while accommodating new users and recreation trends. The park's redesign includes reconfigured multi-purpose fields, sports courts, urban plaza areas, a small comfort station / building, inclusive playground, and walking paths. The team's multidisciplinary approach enabled innovative design solutions that considered numerous site complexities, such as two major powerline easements, utility easements, floodplain, Post Construction Stormwater Ordinance restrictions, new roadway right-of-way, and several deed restrictions.

One of the most innovative outcomes of the park improvements was the restoration of the existing onsite stream. The design of a nested floodplain alleviated channel instability and provides a water quality benefit for the urban runoff entering Little Sugar Creek. The newly restored stream provides function uplift to the riparian environment while providing opportunities for visitors to engage with nature.



MOCKSVILLE, NC

Davie County Community Park

PROJECT OWNER
Davie County

REFERENCE
Paul Moore
Davie County
Parks + Recreation Director
644 North Main Street
Mocksville, NC 27028
336. 753. 8326
pmoore@davielcountync.gov

PROJECT COSTS
Construction: \$4.2 M
McAdams' Fee: \$540,000

PROJECT SIZE
30 acres

SERVICES PROVIDED
Landscape Architecture
Civil Engineering

Davie County's old high school campus was granted from the school board to the County for use as a recreation and community facility. McAdams and our teaming partners researched and evaluated existing conditions of the site and buildings, engaged the community to solicit input regarding the desired program elements, evaluated the local / regional market for recreation opportunities, created a master plan for improvements and recommendations for programming, provided a cost analysis for physical improvements, and completed an operations proforma. The project involved a communitywide opinion survey and public meetings in an effort to achieve community consensus. Additionally, McAdams was awarded the design of this project and we were able to deliver a successful community park for the citizens and visitors of Davie County. Successfully delivered by CMAR, This park is now fully constructed and includes one of the largest splash pads in the State.

This park project included the entire design process, including public engagement, conceptual design, grant writing, construction documents, bidding, and construction management. The baseball field was constructed to accommodate, baseball, and softball with the installation of two sets of inground base anchors.

The park project included a comprehensive design process, including, public engagement, conceptual design, grant writing, construction documents, permitting, bidding, and construction management. The baseball field was constructed to accommodate baseball and softball at different age levels with the installation of two sets of inground base anchors and the use of a portable mound. These features created flexibility of play. A perimeter access road and trail were built to allow for future light installation to further extend play as funds become available.



CLAYTON, NC

East Clayton Community Park

PROJECT OWNER
Town of Clayton

REFERENCE
Joshua Baird
Town of Clayton
Town Engineer
111 East 2nd Street
Clayton, NC 27520
919. 359. 9379
jbaird@townofclaytonnc.org

PROJECT COSTS
Construction: TBD
McAdams' Fee: \$567,745

PROJECT SIZE
55 acres

SERVICES PROVIDED
Civil Engineering
Landscape Architecture
SUE
Surveying
Stormwater

TEAMING PARTNER
FitFields

The Town selected the McAdams team to transform East Clayton Community Park into a destination for a memorable soccer experience and expanded playability by converting the natural turf fields to synthetic turf. Key to the project was a detailed analysis of existing conditions related to subsurface conditions, existing field profile, and stormwater management facilities. The proposed improvements retrofit these features in a cost effective manner to meet project and regulatory goals. The park improvements feature turf conversion; additional parking; Americans with Disabilities Act (ADA), access to athletic fields; addition of athletic lights; extension of the internal access road; and themed features, such as soccer ball bollards and paving patterns.

Flexibility was built in with field arrangement and lighting placement to create field sizes that could be lined for a wide range of age groups and abilities, allowing for a larger variety of leagues and field uses at the park. Many of the stormwater measures deployed for the park focused on providing more room for playable fields while meeting expanded stormwater requirements beneath the athletic facilities. Using these types of green stormwater infrastructure (GSI) solutions could also be used in floodplain situations to help contain water volume during large storm events.



WILMINGTON, NC

UNC Wilmington, Boseman Softball Field

PROJECT OWNER
UNC Wilmington

REFERENCE
Mark Morgan
UNC Wilmington
Assoc. Vice Chancellor
Business Affairs Facilities
601 South College Road
Wilmington, NC 28604
910. 962. 3719
morganm@uncw.edu

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$18,500

PROJECT SIZE
5.5 acres

SERVICES PROVIDED
Civil Engineering
Surveying

Located off of Hamilton Road, just north of its intersection with Hurst Drive on the main campus of UNC Wilmington, is the existing Boseman Softball Field. In Summer 2014, McAdams was hired by UNC Wilmington to provide design and permitting services necessary for the implementation of an artificial turf outfield within the softball complex. This project was completed late Summer 2014. Services provided by McAdams include site grading and drainage; design of a "permeable pavement" stormwater management system; and erosion control and permitting services through the North Carolina Department of Environmental Quality (NCDEQ), North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) for stormwater and erosion control.



DURHAM, NC

Duke University, Softball Stadium

PROJECT OWNER
Duke University

REFERENCE
Ryan Lavinder
Duke University
Civil Engineer
114 South Buchanan
Boulevard
Box 90144
Durham, NC 27708
919. 660. 9327
ryan.lavinder@duke.edu

PROJECT COSTS
Construction: \$10 M
McAdams' Fee: \$165,000

PROJECT SIZE
7.5 acres

SERVICES PROVIDED
Utility Engineering
Stormwater Management
Construction Administration

McAdams was chosen as the civil engineer for the Softball Stadium located on Duke University's East Campus. East Campus is the location of the original Trinity College which became Duke University. The majority of East Campus is filled with dormitories that date back to the early 1900's. East Campus is also home to Williams Field, the women's field hockey stadium. The Softball Stadium project consisted of construction of a new natural turf NCAA softball field, a field house with locker rooms, stadium seating (2,000 people), a new hardscape area adjacent to the stadium, and utility improvements to serve the stadium.

McAdams' tasks included design and permitting of the civil utility (stormwater, sanitary sewer, and water) to service the proposed buildings, hydraulic storm and sanitary sewer modeling, stormwater management design for the site, and overall coordination with the design team in order to make the project a success. Coordination was required with all disciplines on the project, including architecture, electrical, plumbing, mechanical, and landscape architecture. McAdams also provided construction administration services during the construction of the civil utilities on-site.



CHARLOTTE, NC

UNC Charlotte, Softball Locker Rooms + Offices

PROJECT OWNER
UNC Charlotte

REFERENCE
Jeanie Bachtel
UNC Charlotte
Associate Director, Academic
Affairs
9201 University City
Boulevard
Charlotte, NC 28223
704. 687. 0515
jbachtel@charlotte.edu

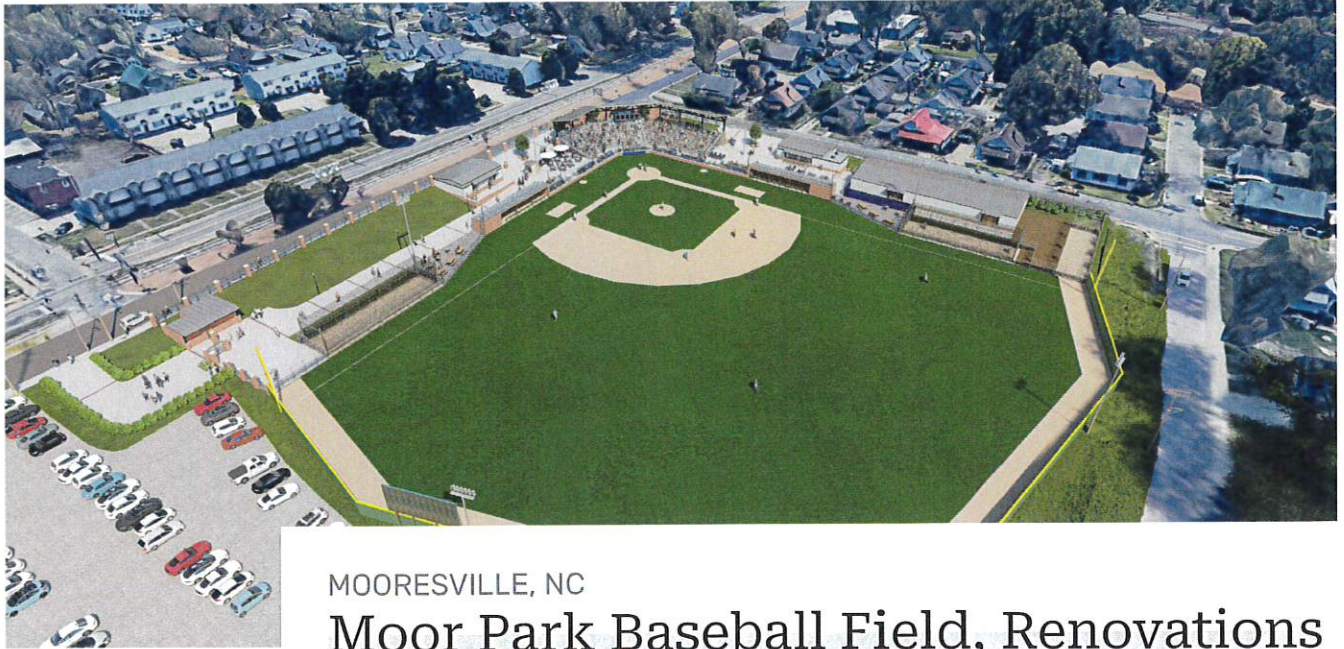
PROJECT COSTS
Construction: TBD
McAdams' Fee: \$85,000

PROJECT SIZE
2 acres

SERVICES PROVIDED
Landscape Architecture
Surveying
Stormwater
Civil Engineering

The project improvements accommodate a new building to serve as the softball team locker rooms and associated offices. The project also includes new sidewalks, hardscape, plantings, and stormwater wetland.

Many of the UNC Charlotte athletic areas are adjacent to Toby Creek, including the softball field, hitting facility and the new locker rooms, and offices. McAdams provided a creative solution to managing stormwater for the site by allowing portions of the new project to bypass and then over-treating existing run off and portions of the new facility. A new attractive, wetland feature was designed to treat stormwater runoff which has been placed adjacent to the stream within the floodplain area. The team provided other design solutions which included boring under an existing tributary for utilities to not disturb the stream and regulated buffers. Native plantings were used to in creating new buffer mitigation sites which were required to offset buffer impact with the site improvements.



MOORESVILLE, NC

Moor Park Baseball Field, Renovations

PROJECT OWNER
Town of Mooresville

REFERENCE
Chris Wyckoff
Town of Mooresville
Asset Manager Director
2523 Charlotte Highway
Mooresville, NC 28117
704. 799. 4298
cwyckoff@moorevillenc.gov

PROJECT COSTS
Construction: \$12-15 M (est.)
McAdams' Fee: \$1.2 M (est.)

PROJECT SIZE
6 acres

SERVICES PROVIDED
Landscape Architecture
Surveying
Stormwater
Civil Engineering
Transportation Engineering

TEAMING PARTNER
FitFields

Historic Moor Park has always been a part of Mooresville's baseball history. Opening in 1936, it was home to the Mooresville Moor's which was a tribute to the Moor brand towels woven at the Mill across the street from the park. The Mill has evolved into a commercial center that anchors business at the Southern end of Mooreville's downtown core. The baseball field is now home to the Spinners, which are part of the Southern College Baseball League. The field and facilities are being re-invisioned as part of an urban core that will serve as a gateway into downtown. Working with Fitfields and Adams + Associates, a new vision has been cast to create a fan experience that is unique to Mooresville and its' baseball history. Grand stands have been designed to reflect the architecture of the original field and will be flanked by a variety of seating areas for all ages that will include a high-top table bier garden, Adorondak chari sandbar seating adjacent to a hillside play kids zone, and box style seating adjacent to 1st and 3rd base dugouts for corporate events. This modern facility will provide state-of-the-art locker rooms and field upgrades to allow for Collegiate and wooden bat league level play.

The stormwater management facilities for the park have also been designed to use the synthetic turf warning track and it's drainage profile to help meet stormwater detention requirements for the project beneath the field.



SANFORD, NC

Lee County Multi-sports Park

PROJECT OWNER
Lee County

REFERENCE
Brandon Key
Lee County
Director of Development
Services
408 Summit Drive
Sanford, NC 27330
919. 718. 4605 x5495
bkey@leecountync.gov

PROJECT COSTS
Construction: \$26 M
McAdams' Fee: \$2.2 M

PROJECT SIZE
121 acres

SERVICES PROVIDED
Landscape Architecture
Civil Engineering
Surveying

TEAMING PARTNER
FitFields

Located near the heart of Sanford, North Carolina, Lee County Multi-sports Park is planned to be a regional athletic facility and community park. After recognizing the community's need for more athletic fields, play spaces and green space to connect to nature, a parks and recreation bond was passed to fund construction of this 121-acre park. Through a community driven design process, the team arrived at a solution that will feature natural and synthetic turf multi-purpose fields and several baseball diamonds. These athletic facilities will be accompanied by community park features, including picnic shelters, trails, and play spaces. In collaboration with Lee County, our team is working through complex site challenges, including enhancing ecological functionality, site access through the NCDOT, and mitigating the impacts on existing utility infrastructure to develop plans for a park that will serve the Lee County citizens for generations to come.

The baseball complex provides facilities that accommodate both softball and baseball. The largest field is laid out and plans for expansion to become the home of a future wooden bat league team. Designs were focused on flexibility of play and creating fields that could host both softball and baseball tournaments.



nCino Sports Park | Wilmington, NC



Liberty Park, Phase II Renovations |
Mooresville, NC



Yeargan Park | Garner, NC

Park Projects

- | Amay James Urban Agriculture Park, Master Plan *Charlotte, NC*
- | Archdale Park Master Plan + Construction Documents *Charlotte, NC*
- | Parks + Recreation Master Plan *Mooresville, NC*
- | Park Master Plan *Marvin, NC*
- | Belk Tonawanda Park, Phase 1B *Monroe, NC*
- | River Park at Cooleemee Falls *Cooleemee, NC*
- | North Mecklenburg Park, Splash Pad *Huntersville, NC*
- | Fred Alexander Park *Charlotte, NC*
- | Indian Trail Recreation Center, Feasibility Study *Indian Trail, NC*
- | Bradford Park, Parking Lot Expansion *Huntersville, NC*
- | Municipal Park *Clayton, NC*
- | Hope Mills Park *Hope Mills, NC*
- | Davie County Community Park *Davie County, NC*
- | Lee Street Park, Master Plan *Mooresville, NC*
- | East Clayton Community Park *Clayton, NC*
- | Liberty Park, Phase II Renovations *Mooresville, NC*
- | Pearl Street Park, Renovations *Charlotte, NC*
- | Moor Park Baseball Field, Renovations *Mooresville, NC*
- | Lee County Multi-sports Park *Sanford, NC*
- | Ransom Hunter Park *Mount Holly, NC*
- | Chestnut Square Park, Phase II *Indian Trail, NC*
- | Harrisburg Road Park *Charlotte, NC*
- | Naomi Drenan Recreation Center + Park Renovations *Charlotte, NC*
- | nCino Sports Park *Wilmington, NC*
- | Jacksonville Sports + Recreation Complex *Jacksonville, NC*
- | Frazier Farm, Athletic Complex *Rolesville, NC*
- | Yeargan Park *Garner, NC*
- | Dorothea Dix Park, Gipson Play Plaza *Raleigh, NC*
- | Parks System Plan Update *Raleigh, NC*
- | Heritage Park *Hope Mills, NC*
- | Biltmore Hills Park, Tennis Improvements *Raleigh, NC*
- | Ailey Young House *Wake Forest, NC*
- | Master Plan Update *Wake Forest, NC*
- | 10-Year Parks + Recreation Comprehensive Master Plan *Creedmoore, NC*
- | NCDNCR, State Outdoor Recreation Plan *Statewide NC*
- | Parks, Trails + Open Spaces Comprehensive Plan *Guilford County, NC*
- | Parks Master Plan Update *Sanford, NC*
- | Waymer Park, Splashpad *Huntersville, NC*
- | East Carolina University, Brewster Courtyard Renovations *Greenville, NC*
- | Park, Greenway + Recreation Master Plan *Granville, NC*
- | Comprehensive Parks + Recreation Master Plan *Pinehurst, NC*
- | Comprehensive Parks + Recreation System Plan *Durham, NC*

*More projects available upon request

Davie County

Paul Moore
Parks + Recreation Director
644 North Main Street
Mocksville, NC 27028
336. 753. 8326
pmoore@daviecountync.gov



Town of Mooresville

Darrin Hucks
Interim Director of
Parks + Recreation
750 West Iredell Avenues
Mooresville, NC 28115
704. 799. 8026
dhucks@moorevillenc.gov

Duke University

Ryan Lavinder
Civil Engineer
114 South Buchanan Boulevard
Box 90144
Durham, NC 27708
919. 660. 9327
ryan.lavinder@duke.edu



UNC Wilmington

Mark Morgan
Associate Vice Chancellor
Business Affairs Facilities
601 South College Road
Wilmington, NC 28604
910. 962. 3719
morganm@uncw.edu

Record of Successfully Completed Projects Without Major Legal or Technical Problems

Our commitment to excellence extends beyond the completion of successful construction projects; it encompasses the entire journey, including navigating challenges that may arise along the way. We understand that construction projects can be complex endeavors, often involving numerous stakeholders, intricate timelines, and unforeseen circumstances. As such, we are deeply committed to fostering open communication and collaboration with our clients to address any issues or disputes that may arise, including potential claims. Our approach prioritizes proactive problem-solving, seeking to identify and resolve issues swiftly and effectively to minimize disruptions and ensure project success. By embracing challenges as opportunities for growth and innovation, we demonstrate our unwavering dedication to delivering high-quality outcomes while maintaining trust and transparency with our clients every step of the way. Over the past five years, our firm has worked on over 6,000 projects. The below table represents disputes or claims filed during that time.

Client Type	CLAIM AMOUNT	ISSUE	STATUS
Community College	\$30k	Contractor installation dispute	Closed Dispute
Residential Developer	\$225k	Retaining and screening wall relocation	Closed Dispute
University	\$200k	Sub-consultant performance standard dispute for athletic field foundation support	Closed Dispute
Commercial	\$61k	Gas line utility conflict with building pad	Closed Dispute
Municipality	\$50k	Existing utility damaged impacting adjacent residence	Unresolved

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Nick Lowe	\$185 /hour
J. David Malcom	\$325 /hour
Jason Galloway	\$210 /hour
Kristen Mansfield	\$175 /hour
Rebecca Stubbs	\$265 /hour
Jon Aldridge	\$265 /hour
Derick Blankenship	\$220 /hour
James Caldwell	\$270 /hour
Chris Gagne	\$225 /hour
James Friday	\$165 /hour
Teresa Buckwalter	\$170 /hour
Kristy Carter	\$205 /hour
Dan Dodd	\$250 /hour
Elias Ruhl	\$225 /hour
Brad Aiken	\$134.22 /hour
Brian Cook	\$247 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.**5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.**

Certification

The John R. McAdams Company, Inc (dba McAdams) acknowledges that the information provided in this document is correct.

Per the RFQ, there was no stated determined that there were no minority- or women-owned business enterprises participation goals set for this professional design services portion of this project, in reference to this request for qualification. However, McAdams is contracting with Froehling & Robertson a minority firm. We are including this form as requested in the RFQ.

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

AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

Town of Waynesville

Affidavit of The John R. McAdams Company, Inc. (dba McAdams)

(Name of Bidder)

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

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

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

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

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

Date: January 16, 2023 Name of Authorized Officer: Jonathan Moore

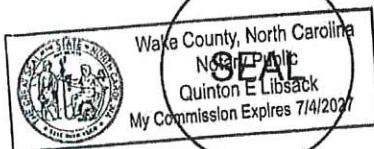
Signature: [Signature] Title: Chief Operating Officer

State of North Carolina, County of Wake

Subscribed and sworn to before me this 21st day of January, 2023

Notary Public [Signature]

My Commission expires 7.4.2027



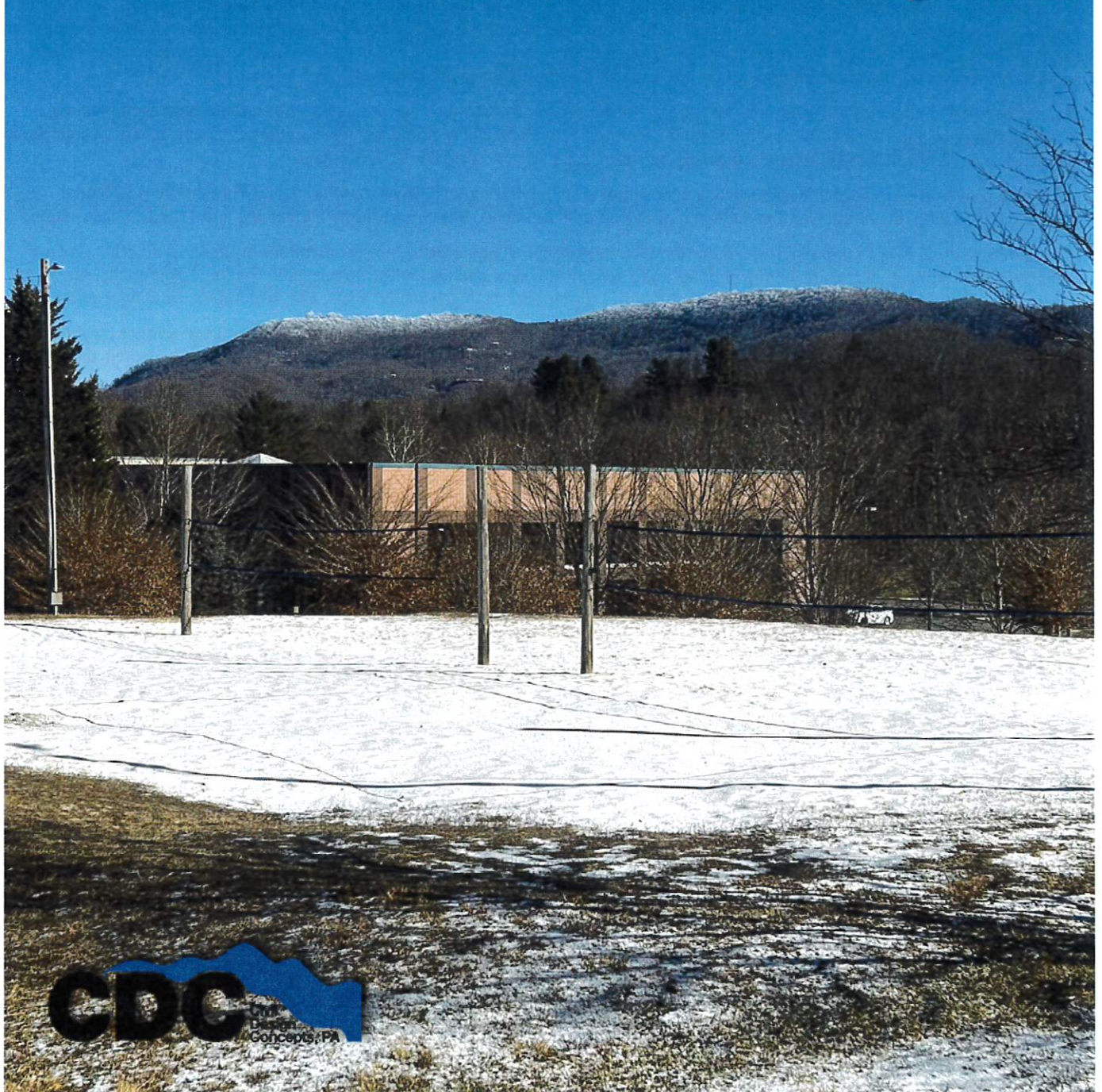
**Attach to Bid **Attach to Bid **Attach to Bid **Attach to Bid **Attach to Bid **Attach to Bid

United in our pursuit
of your vision, we will
leverage our knowledge,
offerings and culture
**to create meaningful
experiences.**

MCADAMS

Town of Waynesville Dog Park Engineering Design and Construction Administration

January 21st, 2025



January 21st, 2025

Mr. Luke Kinsland
Recreation Department Director
Town of Waynesville
550 Vance Street
Waynesville, NC 28786
(828) 456-2030
lkinsland@waynesvillenc.gov

Re: Letter of Interest/Statement of Qualifications for Town of Waynesville Dog Park Engineering Design and Construction Engineering

We appreciate the opportunity to submit our statement of qualifications for the Town of Waynesville's Dog Park project. As a Western North Carolina-based firm, Civil Design Concepts is well-acquainted with the unique needs of our region. Our team includes fourteen licensed Professional Engineers in North Carolina, providing the expertise necessary to deliver comprehensive engineering design services, as well as construction administration, for projects like the Waynesville Dog Park.

Our deep-rooted connection to Western North Carolina distinguishes us. Many of our principals and staff are natives of the area, fostering strong relationships with local municipalities, utility providers, and regional and state regulatory agencies. These connections enable us to navigate project landscapes efficiently, ensuring seamless coordination at every stage.

We have a proven track record in designing dog park projects, collaborating with organizations such as Hawthorne Residential Partners, DR Horton, the North Carolina Division of Parks and Recreation, Western Carolina University, and Tribute Construction.

For the Waynesville Dog Park project, we understand the importance of adhering to the specifications outlined in the RFQ. We are committed to designing an accompanying parking lot to support this new addition to the Town's park system. Additionally, we will ensure the inclusion of a designated waste disposal facility, appropriate signage, shaded areas, and, a plumbed drinking water station.

At Civil Design Concepts, we prioritize reliability, responsiveness, accuracy, and efficiency, making us an ideal partner for this undertaking. We are confident that collaborating with us will be a positive and productive experience, and we are excited about the potential to contribute to the success of the Town of Waynesville's Dog Park project.

We eagerly anticipate the opportunity to meet with you to demonstrate how our experience in Western North Carolina can be a valuable asset for the Town of Waynesville. Should you have any questions or require further information, please do not hesitate to contact me.

Thank you for considering our proposal, and we look forward to the possibility of working together.

Respectfully,



Patrick Bradshaw, P.E.
Civil Design Concepts, PA
168 Patton Ave.
Asheville, NC 28801
828-252-5388
patrick@cdcgo.com



Civil Design Concepts | www.cdcgo.com | 828.252.5388

168 Patton Ave. Asheville, NC 28801 | 52 Walnut St. Waynesville, NC 28786

Table of Contents

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Section 1

project team



Project Team



Design Team



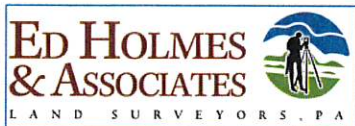
*Civil Engineering
Construction Administration*

Patrick Bradshaw, P.E.
Principal

Greg Hoffman, P.E.
Project Manager

Jason Pass
Director of Construction

Consultants



Survey
Gordon Dallas, PLS



Electrical Engineering
Scott Denton, P.E.

Civil Design Concepts Staff

Position	Number of Staff
Registered Engineers	14
Construction Managers	4
Civil Designers	25
Construction Observation	5
Administration	4
Total Staff	52





Primary Contact
Patrick Bradshaw, P.E.
Principal
patrick@cdcgo.com

Offices
Asheville
168 Patton Ave.
Asheville, NC 28801

Waynesville
52 Walnut St.
Waynesville, NC 28786

Phone
828.252.5388

Website
www.cdcgo.com

Ownership
S-Corporation

License No:
C-2184

Founded in
2000

Total Staff
50+

Licensed Engineers
14

Our Story

Established in 2000 as a home office, Civil Design Concepts, P.A. has grown steadily. In 2008 CDC merged with Bradshaw Engineering, combining teams and strengthening our firm's capabilities and leadership. In 2019, the company transitioned to an employee-owned company through an Employee Stock Ownership Plan (ESOP), empowering its dedicated employees. With this transformative journey, Civil Design Concepts has solidified its position as an industry leader known for building relationships, pushing to add value, solving problems, and having a commitment to excellence in civil engineering and site design services.

Strengths, Special Expertise and Services

Civil Design Concepts has completed numerous projects, contributing to multimillion-dollar developments. With licenses in NC, SC, VA, TN, and GA, we serve a wide geographic area. Our dedicated team of engineers, technical experts, and construction administration professionals brings diverse skills and experience in site planning, engineering, development, and construction oversight. This allows us to approach complex challenges strategically, ensuring effective solutions.

We are committed to minimizing environmental impact and maximizing property potential. Our extensive experience has fostered positive relationships with regulatory officials, enabling us to provide prompt and reliable service. With a foundation of ethical conduct, trust, and teamwork, we prioritize our clients' objectives and deliver creative, cost-effective, and timely solutions that exceed expectations.

In project management, we customize our services to meet unique requirements. From master scheduling to site compliance monitoring, we ensure efficient management that drives successful outcomes.

Our comprehensive range of services covers construction phases. We provide construction observation, inspections, administration, project management, and contract administration. Meticulously overseeing contracts, including payment applications and change orders, we ensure alignment, cost control, and the success of each project.



Firm Overview



Ed Holmes & Associates Land Surveyors, PA was founded on principles of service and client loyalty in Asheville, North Carolina more than 19 years ago. Those principles continue to drive our company today with more than 75 associates of which 21 are Licensed Professional Land Surveyors in 4 states with over 200 years of combined experience. We develop strong working relationships with our clients, earning their confidence and respect by exhibiting professionalism, personal integrity, innovation, and character.

In addition to the key personnel listed, Ed Holmes & Associates' resources include CAD operators, field technicians, and multiple licensed mapping professionals that all comprise one of the largest surveying firms in the region.

Our Services



Geomatics



Construction Services



Geographic Information Systems (GIS)



Remote Sensing



Subsurface Utility Investigation (SUI)

Office Locations

200 Ridgefield Court, Suite 208
Asheville, NC 28806

1051 13th Street SE
Hickory, NC 28602

496 Garlington Road, Suite B
Greenville, SC 29615

395 US-64, Suite D
Cashiers, NC 28717

www.edholmessurveying.com



(828) 225-6562



jgasperson@edholmessurveying.com



*CLLbEJNK nL
606 ntt nS*

PROFILE

Reece, Noland & McElrath, Inc. is a comprehensive engineering firm, serving our clients involved in educational, medical, industrial, institutional, and commercial building construction and renovation projects.

Founded in 1960 and licensed as a professional engineering corporation in North Carolina in 1973, RN&M has successfully developed a range of engineering services encompassing feasibility studies, design, construction phase administration, and commissioning. In addition to traditional HVAC, plumbing and electrical designs, we possess expertise in specialized areas such as solar energy systems design, geothermal systems design, energy management and conservation, rain water reclamation, telecommunications, instrumentation, special lighting and fire protection systems. We have LEED accredited professionals on staff and are extensively involved in the LEED certification process. We also are experienced in the commissioning process.

RN&M has successfully developed a range of engineering services encompassing feasibility studies, design, construction phase administration, and commissioning. While keeping abreast of ever-changing technology, we have maintained our focus on the basic business principles that have been the foundation of our success: close communication with our clients, meeting deadlines, and respecting budgets.

Our tradition has been to provide on time designs within the budget, while accomplishing the Owner's needs and desires. In addition to utilizing the services of professional cost estimating consultants, we maintain a database of budgets, probable cost of construction estimates; bid proposals received and awarded costs. We use this in conjunction with Means cost estimating data to develop budget and scope on projects.

As an 18 person office consisting of engineers, REVIT/CADD operators/technicians, and administrative personnel, we are small enough to give your project the personal attention needed by our project managers and principals, and yet large enough to increase manpower as necessary to support the project schedule.



Patrick Bradshaw, P.E.
Principal and
Director of Operations

Education

NC State University
B.S. Civil Engineering

Registrations

Registered Professional Engineer
North Carolina PE# 24431

Experience

30 Years in the Industry
16 Years with Civil Design Concepts

Project Experience

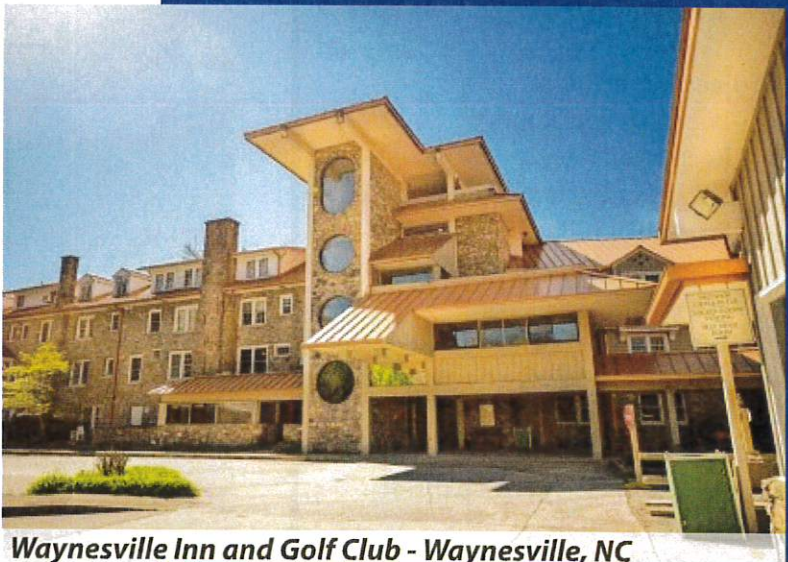
- Haywood Community College Pedestrian and Sawmill Drive Project
- Canton Middle School Softball Fields
- WCU Pedestrian Bridge
- Gorges State Park
- Watauga Community Recreation Center
- Cherokee School
- State Veterans Cemetery Expansion
- Mountain Creek Apartments
- Tuscola High School Turf



Carrier Park and Lawn Bowling - Asheville, NC



Gorges State Park - Transylvania County, NC



Waynesville Inn and Golf Club - Waynesville, NC





Greg Hoffman, P.E.
Director of Design

Education

Rutgers University
B.S. Civil Engineering

Registrations

Registered Professional Engineer
North Carolina PE # 035093 (2008)
South Carolina PE # 33814 (2016)
Georgia PE # 043123 (2018)
Pennsylvania # 092103 (2021)

Experience

21 Years in the Industry
7 Years with Civil Design Concepts

Project Experience

- Watauga Community Recreation Center
- WCU Pedestrian Bridge
- Pisgah High Baseball Field
- Pisgah High Memorial Stadium Project
- Tuscola High Turf Project
- WCU STEM Building
- NC State Veterans Cemetery
- Wesley Grant Community Recreation Center Expansion



Edgewood Road Parking Lot - Asheville, NC



Wesley Grant Community Recreation Center - Asheville, NC



Watauga Community Recreation Center - Boone, NC



Jason Pass
Director of Construction

Education

Appalachian State University

Experience

20 Years in the Industry

14 Years with Civil Design Concepts

Project Experience

- Wesley Grant Community Recreation Center Expansion
- Watauga Community Recreation Center
- WCU - Norton Intramural Fields
- Waynesville Inn & Golf Club
- Parham Park
- Lake Julian Price Park
- Tuscola Baseball and Softball Field
- Pisgah High School Stadium Project
- WCU - STEM Building
- WCU - Upper Campus Residence Hall
- Gorges State Park
- Haywood Community College Workforce Training Center
- UNC Asheville - Rhoades Hall



Lake Julian Price Park - Asheville, NC



Bethel Middle School Turf - Bethel, NC



Pritchard Park - Asheville, NC



Team Approach

The Town of Waynesville's Dog Park project offers a unique opportunity to enhance community recreation by providing a dedicated space for residents and their pets. Civil Design Concepts (CDC) is eager to lead this initiative, assembling an experienced team to design and oversee the construction of a dog park that aligns with the Town's specifications and serves as a valuable community asset.

Patrick Bradshaw, P.E., Principal of CDC, will provide overall strategic oversight for the dog park project. With extensive experience in civil engineering and a history of successful collaborations with local governments and regulatory agencies, his leadership will guide the project from initial design through construction, ensuring alignment with Waynesville's vision and adherence to all relevant standards.

Greg Hoffman, P.E., will oversee the day-to-day management of the dog park project. His proven ability to manage complex projects will ensure that the design and construction phases remain on schedule and within budget. Greg's attention to detail and commitment to quality control will be instrumental in meeting regulatory requirements and community expectations.

Dallas Gordon, PLS, will lead the surveying efforts for the project, providing precise measurements and assessments critical to the planning and design phases. His expertise ensures that all site-specific details are accurately captured, facilitating a smooth progression from design to construction.

Scott Denton, P.E., will be responsible for the lighting design of the dog park, ensuring safe and effective illumination that enhances usability during evening hours. His experience in electrical engineering will contribute to a well-lit, secure, and energy-efficient environment for park users.

Jason Pass will manage the on-site implementation of the dog park project. His expertise in construction management will ensure that all aspects are completed according to design specifications. Jason's role includes on-site problem-solving, coordinating with contractors, and ensuring efficient and high-quality construction.

Our team's success lies in our collaborative approach. Each member brings specialized expertise to the project, and we emphasize open communication, proactive problem-solving, and a commitment to innovation. Under Patrick Bradshaw's leadership, the team will work together to ensure that the Town of Waynesville receives a dog park that is functional, resilient, and a cherished asset to the community.

This project is more than an infrastructure endeavor; it's an opportunity to enhance community engagement, promote healthy lifestyles, and provide a lasting amenity for future generations. Civil Design Concepts is committed to delivering a dog park that the Town of Waynesville can be proud of for years to come.



Civil Design Concepts Approach

The Town of Waynesville seeks to develop a dedicated dog park to enhance community recreation and provide a safe, enjoyable space for residents and their pets. Civil Design Concepts (CDC) is committed to delivering a comprehensive approach that ensures functionality, sustainability, and community engagement.

Project Kickoff and Coordination

The project will commence with a collaborative kickoff meeting involving CDC, Town representatives, and key stakeholders. This meeting will outline project goals, establish roles, and finalize schedules, ensuring alignment with Waynesville's vision. Early communication will set the stage for a transparent and effective process.

Site Assessment and Due Diligence

Our team will conduct a comprehensive site assessment, with Dallas Gordon, PLS, leading the survey work to define site conditions, utility locations, and drainage patterns. This phase will include environmental considerations, identifying constraints such as grading, vegetation, and floodplain factors. Scott Denton, P.E., will contribute his expertise in designing lighting systems that enhance safety and usability while maintaining energy efficiency.

Conceptual Design Development

Based on the assessment, our team will develop a conceptual design that integrates seamlessly into the landscape. Emphasis will be placed on creating accessible pathways, secure fencing, and designated activity areas, alongside efficient parking configurations to accommodate users. We will explore sustainable practices such as incorporating permeable pavement and native landscaping.

Design Development and Construction Documents

Following concept approval, our team will advance to detailed design, preparing construction documents for grading, stormwater management, and utility coordination. Ensuring compliance with local, state, and federal regulations, we will work closely with regulatory agencies to secure all necessary permits. Our experience with FEMA compliance and stormwater systems will be instrumental in this phase.

Bidding and Contractor Selection

CDC will assist with contractor bidding, leveraging our industry relationships to identify qualified firms committed to quality and efficiency. We will prepare bid packages, host pre-bid meetings, and evaluate submissions to select the most suitable contractor for the project.

Construction Administration and Oversight

During construction, Jason Pass will oversee daily operations, coordinating with contractors to maintain schedules, resolve issues promptly, and ensure adherence to specifications. Regular site visits and progress meetings will be conducted to maintain quality and address any challenges.

Project Close-Out

The project will conclude with thorough close-out procedures, including final inspections, preparation of as-built documents, and addressing any punch-list items. Our team will ensure the park is ready for public enjoyment and that all deliverables are finalized to the Town's satisfaction.

Civil Design Concepts is excited to bring our experience and collaborative spirit to this project. By combining innovative design, careful planning, and attentive oversight, we aim to create a dog park and parking facility that enriches Waynesville's community for years to come.

Section 2

project experience



Mountain Creek Apartments | Waynesville, NC



Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Project Manager
Jason Pass
Construction Manager

Client Contact

Catalyst Capital Partners
AJ Klenk
1600 Camden Rd.
Suite 200
Charlotte, NC 28803
704.705.1665
aj@catalystcp.com

Dog Park Experience

Communities Across Western North Carolina

CivilDesign Concepts (CDC), specializes in civil site design, including the development of dog parks throughout Western North Carolina. Our extensive portfolio features integrations into housing projects such as Tribute Long Shoals, Hawthorne at Haywood, and Tap Root Development.

Recognizing dog parks as essential residential amenities, we emphasize key features to ensure functionality and user satisfaction. We recommend fences at least five feet high to prevent dogs from jumping over, and incorporate double-gated entry systems to facilitate safe transitions for pets and owners. Strategically placed waste stations with biodegradable bags encourage cleanliness, and implementing a pet waste management plan, possibly involving professional removal services, helps maintain a hygienic environment. Accessible water stations are essential for keeping pets hydrated during play, and incorporating irrigation systems also benefits all surfaces, reducing dust and eliminating odors, particularly in arid climates.

We offer a variety of surfacing options tailored to each community's specific needs. Artificial turf provides a durable, low-maintenance surface that remains green year-round, with a shorter pile height and density of fibers making pet waste cleanup easier. Natural grass offers a soft, comfortable feel for dogs but requires regular maintenance, including mowing, watering, and reseeded, to remain healthy and resilient. Wood chips or mulch present an economical option that provides good drainage and a natural appearance.

Our designs leverage each site's natural topography, creating varied terrains from flat surfaces to tiered grounds, enhancing aesthetics and providing diverse play options for dogs. By integrating these elements, CDC ensures each dog park is a valuable, sustainable, and enjoyable community asset.





Project Dates

Design began in 2018

Completed in 2021

Project Cost

\$35,000,000

Project Staff / Roles

Patrick Bradshaw, P.E.

Principal

Greg Hoffman, P.E.

Project Manager

Jason Pass

Construction Manager

Client Contact

Deron Geouque

County Manager

814 W. King Street

Suite 205

Boone, NC 28607

828.265.8000

deron.geouque@watgov.

org

Watauga County *Community Recreation Facility*

The Watauga County Community Recreation Facility is a remarkable project. This state-of-the-art community center offers an array of exceptional features, including swimming pools, gymnasiums, a multipurpose studio, fitness center, birthday party rooms, and a suspended track. The facility seamlessly integrates with the outdoor environment through its connection to the Town of Boone's greenway system.

We played a crucial role in the successful completion of the Watauga County Community Recreation Facility project. Our expertise covered a wide range of areas to ensure the project's feasibility, functionality, and compliance with regulations. Our services included developing grading plans for optimal site drainage, implementing erosion control measures, designing water infrastructure and wastewater systems, and ensuring safe roadway access. We also implemented stormwater collection systems and conducted flood and hydrology studies.

Throughout the project, we worked closely with the client, architects, and other stakeholders to ensure seamless coordination and integration of civil engineering elements. Our expertise and attention to detail contributed to the successful implementation of the Watauga County Community Recreation Facility, providing the community with a safe, functional, and environmentally responsible recreational space.



City of Asheville

Wesley Grant Center

The expansion includes the addition of indoor amenities such as a multi-purpose gym and additional community meeting rooms. Outdoor enhancements encompass more parking spaces, new sidewalks, solar panels, a basketball court, rain garden, landscape improvements, and a neighborhood swimming pool with a toddler play zone, lounge deck, picnic area, restrooms, and changing rooms. These improvements are transforming the center into a truly multi-generational space for the community.

We are contributing our expertise in various aspects to ensure the project's success and compliance with regulations. Our involvement includes conducting, developing grading plans to establish proper contours and drainage, and implementing erosion control measures to protect the surrounding environment. We are designing water infrastructure and wastewater systems to provide efficient services to the facility. Roadway design considerations are being made to ensure safe and convenient access for visitors and emergency vehicles.

Additionally, we are implementing stormwater collection systems to manage runoff and prevent flooding. Environmental considerations are also being addressed through our expertise in permitting and compliance.

Our firm is closely collaborating with the client, stakeholders, and the community throughout the project. By seamlessly integrating civil engineering elements, we are contributing to the development of a safe, functional, and environmentally responsible expansion for the Dr. Wesley Grant Sr. Southside Center.

Project Dates

Design began in 2018
Completed in 2023

Project Cost

\$6,700,000

Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Project Manager
Jason Pass
Construction Manager

Client Contact

Chad Roberson AIA,
LEED AP BD+C
Principal
301 College St #300
Asheville, NC 28801
828.232.0608
croberson@clarknexus.
com



NC Parks and Recreation

Gorges State Park

The project was a comprehensive endeavor that involved designing and constructing a modern campground facility. Our team provided site design and Construction Administration services. The campground boasts numerous thoughtfully planned campsites, strategically situated within the park's picturesque landscape.

The scope of our work encompassed site development, roadway design, erosion control, stormwater management, and on-site sewer system design. We were responsible for overseeing the campground planning and contract management to ensure the successful execution of the project. Our objective was to create a campground facility that offers a diverse range of camping experiences while integrating harmoniously with the natural surroundings of Gorges State Park.

Public involvement was a key aspect, with stakeholder engagement and feedback sessions shaping the campground's design. The campground development took into account the unique challenges posed by the park's steep terrain and natural surroundings. Our team devised innovative solutions, including the design of a 16' wide bottomless arch culvert, to accommodate and manage water flow in the hilly landscape effectively. The campground offers diverse camping experiences while respecting the park's ecological balance, enhancing Gorges State Park's appeal as a premier outdoor destination.

Project Dates

Design began in 2020
Completed in 2022

Project Cost

\$4,800,000

Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Project Manager
Jason Pass
Construction Manager

Client Contact

NC Division of
Parks and Recreation
Erin Lawrence, P.E.
121 West Jones St.
Raleigh, NC 27603
919.814.6613
Erin.Lawrence@ncparks.
gov

**Project Size**

6.4 Acres
415 Parking Spaces

Project Cost

\$2,600,000

Project Staff / Roles

Greg Hoffman, P.E.
Project Manager
Jason Pass
Construction Manager

Client Contact

Western Carolina
University
Joe Walker, P.E.
Associate Vice
Chancellor for
Facilities Management
3476 Old Cullowhee Rd
Cullowhee, NC 28723
jwalker@email.wcu.edu
828-227-7411

Western Carolina University

Central Drive Parking

Western Carolina University renaissance continues with supporting infrastructure to meet the needs of the growing student body. Central Drive Parking Lot will offer 400+ parking spaces to serve the upper campus.

Civil Design Concepts is preparing the full scope of site development drawings for this project including the site plan, grading, and storm water quality. Our team acquired all applicable permits, including zoning compliance, State stormwater permitting and a Trout buffer permit. CDC is performing the project management services for the site-related elements of project. The project management scope includes construction observation reports, and coordination with contractors.

This project is unique because of the coordination that CDC has brought working through the 401/404 Permitting process which required individual permits through the Army Corps of Engineers and NC Department of Environmental Quality.

This project is on time and on budget. The was completed and in use for the Fall of 2019 semester.

References

Town of Waynesville

*Elizabeth Teague
Development Services Director
9 S. Main St.
Waynesville, NC 28786
(828) 456-2004*

Western Carolina University

*Joe Walker, P. E.,
Associate Vice Chancellor
of Facilities Management
3476 Old Cullowhee Rd
Cullowhee, NC 28723
(828) 227-7411*

Haywood County Schools

*Dr. Trevor Putnam
Superintendent
1233 N. Main St.
Waynesville, NC 28786
(828) 456-2400*

Haywood Community College

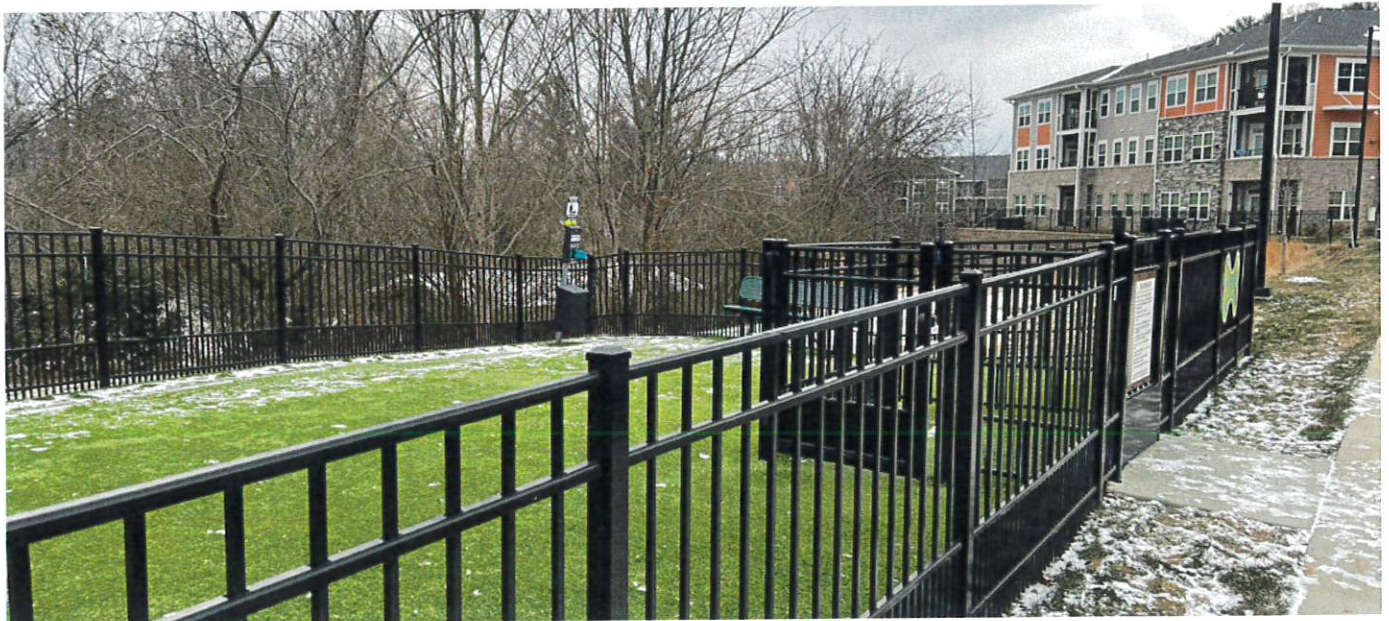
*Brek Lanning, AIA LEED AP
Director of Campus Development
185 Freedlander Dr.
Clyde, NC 29721
(828) 565-4027*

Watauga County

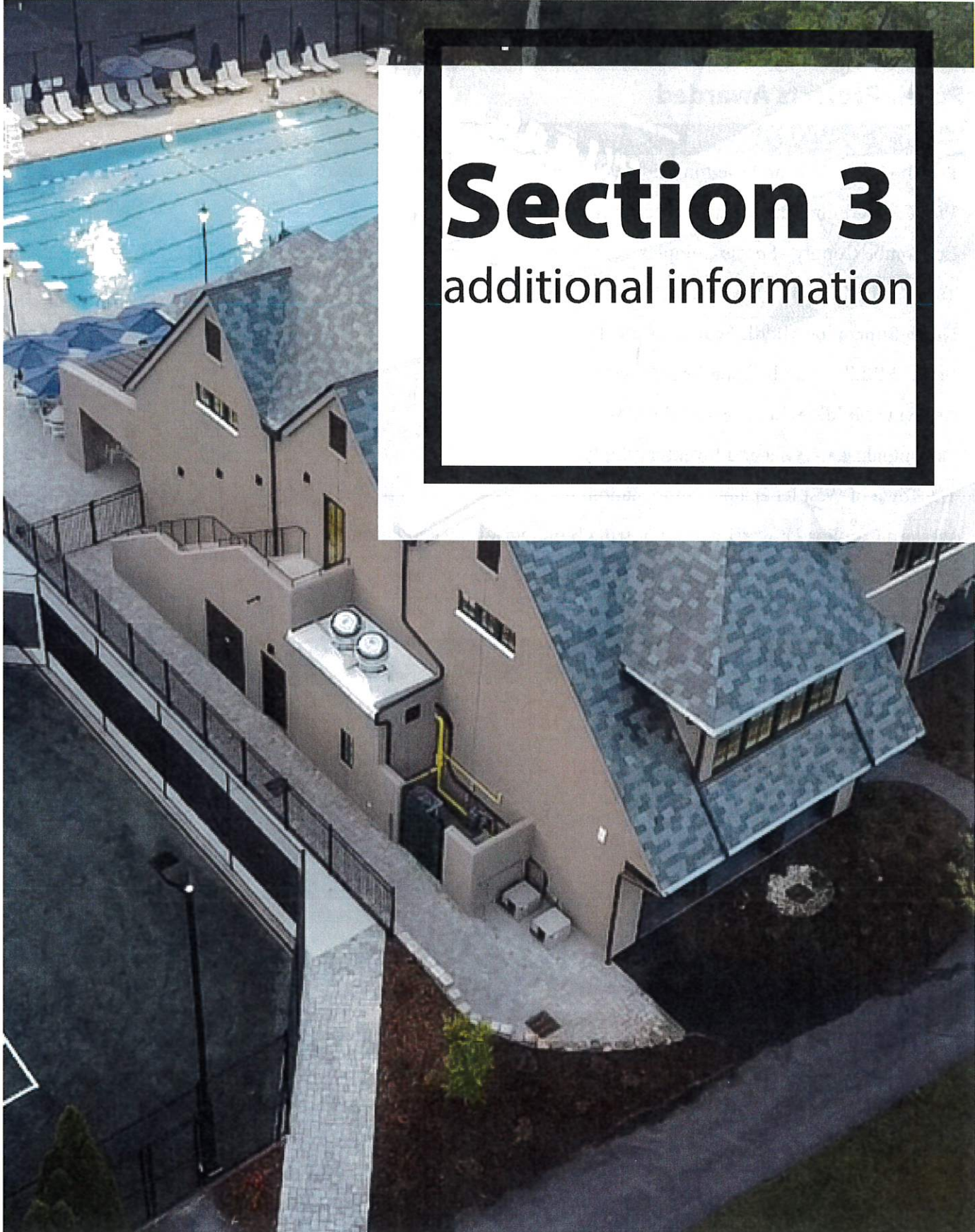
*Deron Geouque
County Manager
814 W. King Street
Suite 205
Boone, NC 28607
(828) 265-8000*

Junaluska Sanitary District

*Josh Nickol
General Manager
558 Old Clyde Rd.
Clyde, NC 28721
(828) 452-1178*



Hawthorne at Haywood Dog Park | Asheville, NC

An aerial photograph of a swimming pool and a building at night. The pool is illuminated with blue lights and has several lounge chairs around it. The building is a two-story structure with a blue roof and a small dormer. A walkway with a railing leads to the building. The text "Section 3" is prominently displayed in a large, bold, black font, with "additional information" in a smaller, regular black font below it. The text is enclosed in a black rectangular border.

Section 3

additional information

List of Public Projects

Public Projects Awarded

As Lead Design Firm
Pisgah High School and Canton Middle School Baseball and Softball Fields
Western Carolina University - Norton Intramural Fields
Buncombe County - Sports Complex Turf Project
Tuscola High School - Baseball and Softball Fields
North Buncombe Middle School - Softball Field
Bethel Middle - Football Stadium Project
Asheville Middle School - Softball Fields
Lake Junaluska - Asset and Inventory Study
The Town of West Jefferson - Pump Station
Western Carolina University - Engineering Building Advanced Planning
Western Carolina University - Forensics Study Area
Western Carolina University - Joyner Drive
As Civil Consultant
Western Carolina University - Athletics Facilities Planning
City of Asheville - Azalea Park
AB Tech - Master Plan
Caldwell Community College - Health Science Building
Mitchell County Middle School
Madison County - Fleet Service Complex
Southwestern Community College - Firing Range
Mitchell Community College - Public Safety Training Facility
Valle Crucis School
Haywood County Schools - Educational Support Building
Haywood Community College - Workforce & Industry Training Center
Ashe County Middle School
AB Tech - Enka Campus

Hourly Rates

Project Manager	\$175/hr
Senior Project Engineer	\$140/hr
Associate Project Engineer	\$110/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$100/hr
Civil Engineer Technician	\$ 90/hr
Construction Inspector	\$ 85/hr
Office Administrator	\$ 60/hr

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost. These rates are valid through December 31, 2025 at which time they may be revised to reflect our current billing rates.





W. Edwin Holmes, PLS (1950-2022)

Robert J. Earley, PLS
Lisa S. Simmons, PLS
Joshua R. Hodges, PLS
Phillip B. White, PLS

Jason N. Gasperson, PLS
Martin A. Barnes, PLS
Marvin E. Secrest, PLS
Christopher F. Jordan, PLS

C.M. Edgerton, PLS
Joseph Kane, PLS
J. Daniel Henry, PLS
V. H. Welbourn, PLS

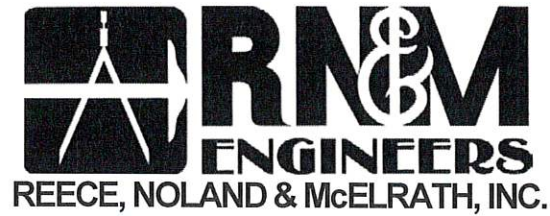
Joshua E. Holmes, PLS
J. Dallas Gordon, PLS
Robert C. Brown, PLS
Ronnie L. Davis, PLS

Monday, December 23, 2024

EXHIBIT A

2025 STANDARD HOURLY RATE SHEET AND FEE SCHEDULE

Principal	\$250
Project Manager	\$150
Administration/Clerical	\$100
Professional Licensed Surveyor, PLS	\$175
2 Person Survey Crew	\$185
3 Person Survey Crew	\$225
Professional Expert Witness/Testimony	\$400 (\$2500/day min.)
GPS Surveyor	\$185
Survey Crew - Robotic	\$185
3D Machine Control Modeling	\$225
Survey Crew - Laser Scanner	\$250
UAS FAA Certified Drone Pilot	\$250
Underground Utility Investigation Crew	\$225
CAD Technician (Drafting)	\$145
GIS Specialist	\$120
Residential Construction Survey Crew	\$250



390 Main Street
Canton, North Carolina 28716
828-492-0677
www.rnm-engineers.com

STANDARD ENGINEERING RATES - 2025

Job Description	Personnel Hourly Rate
Principals	\$310.00
Senior Engineers (Project Managers)	\$250.00
Engineers (Registered)	\$175.00
Engineering Technicians (Non-Registered)	\$150.00
Construction Administrators	\$150.00
Secretarial/Clerical Support	\$135.00
Reimbursables:	Net Expense x 1.1

Litigation History

To Whom It May Concern:

Civil Design Concepts affirms that the firm has no history of litigation associated with project performance, professional liability, or any matters settled out of court.



Patrick Bradshaw, P.E.
Civil Design Concepts, PA
168 Patton Ave.
Asheville, NC 28801
828-252-5388
patrick@cdcgo.com

Certification Statement

To Whom It May Concern:

I hereby certify that the information contained in this proposal is true, accurate, and complete to the best of my knowledge and belief. I understand that any falsification, misrepresentation, or omission of information may result in disqualification or other consequences, and I make this certification under the penalties of perjury.



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Waynesville Office • 828.452.4410
52 Walnut Street, Suite 9 Waynesville, NC 28786

www.cdngo.com

Town of Waynesville

Architectural / Engineering Design and Construction
Administration for Town of Waynesville Dog Park





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PREPARED FOR

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

PREPARED BY

McGill Associates, PA
55 Broad Street
Asheville, NC 28801
828.252.0575
mcgillassociates.com






January 21, 2025

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

RE: Statement of Qualifications
Architectural / Engineering Design and Construction Administration for Town of Waynesville Dog Park

Dear Ms. Love:

Dog parks provide safe environments for dogs to interact with each other. This regular socialization helps dogs become well-adjusted, leading to improved behavior around humans and other dogs. In turn, this fosters a stronger sense of community, promoting connections between dogs, their owners, and the general public. McGill Associates, PA (McGill) would like the Town of Waynesville to consider our qualifications to assist with the design and development of construction documents and construction administration services for the dog park on Vance Street. Our team is dedicated to assisting the Town in these types of endeavors, building upon our long-standing relationship with the Waynesville. As you review our submittal, please consider the following key factors:

-  **Proximity:** With our proximity to the Town of Waynesville, our team has the ability to respond to any need within 30 minutes or less. Project Liaison, Mark Cathey, lives three miles from the project location; Construction Field Representative, Greg Harvey, lives within ten minutes of the project site. Our team will be accessible to Town staff and will have the flexibility to make site visits and attend meetings on short notice.
-  **Qualified Team:** Our team has experience providing successful, award-winning landscape architecture, park design, and engineering services. For decades, we have employed skillful, attentive, and dedicated team members with the capability to successfully manage municipal project challenges. Innovative dog park design focuses on fun and safety but also embraces sustainability. Our team will develop a creative design addressing waste disposal, recycled materials usage, shade systems, natural drainage systems, and ease of maintenance.
-  **In-House Services:** McGill's extensive experience in land planning, civil / site, water resources, stormwater, environmental, surveying, and construction fields makes us the logical choice to perform the wide array of engineering and administrative tasks required for this project. By offering all services in house, we will be able to significantly speed up the process.

Our team's interest in this project goes beyond the professional gratification of performing excellent consulting work. North Carolina is our home, and we are proud of our long history of commitment to our community. Our team would be pleased to have the opportunity to discuss our qualifications with you further. If you have any questions, please do not hesitate to contact us by phone at 828.252.0575 (Mark Cathey) and 828.328.2024 (Mike Norris) or by email at mark.cathey@mcgillassociates.com and mike.norris@mcgillassociates.com. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA



MARK CATHEY, PE
Principal / Vice President / Regional Manager



MICHAEL (MIKE) J. NORRIS, PLA
Land Planning and Recreation Practice Area Leader

01 | Firm Overview

At a Glance

Legal Name: McGill Associates, PA

Incorporated / Year: 1984

Engineering Firm Licensure:

NC #C-0459, VA #0407006640,

TN #5597

Landscape Architecture Firm Licensure:

NC #C-295, SC #2761, TN #5597

Contacts



Mark Cathey, PE

Principal / Vice President /
Regional Manager

mark.cathey@mcgillassociates.com



Mike Norris, PLA

Land Planning and Recreation
Practice Area Leader

mike.norris@mcgillassociates.com



Local Office

55 Broad Street, Asheville, NC 28801
828.252.0575

Office Locations








How We're Different







McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, and consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

What We Do

-  Land Planning and Recreation
-  Water and Wastewater
-  Civil Engineering
-  Water Resources
-  Electrical Engineering

-  Mechanical, Electrical, and Plumbing
-  Surveying
-  Construction Administration
-  Solid Waste
-  Environmental
-  Consulting Services



Company Principals



Andy Lovingood, PE
Principal / President
Andy provides leadership for our core services and all offices.

He has over 30 years of consulting engineering experience and has been the guiding force behind some of McGill's most noteworthy projects.

Licensure PE: NC #023024;
GC: NC #47102



Joel Storrow, PE
Principal / Past President
Joel has a background in engineering design and project / corporate

management. He focuses on building client relationships and business development. **Licensure**

PE: NC #014774, TN #118763,
VA #61637, KY #14566, GA #020871



Danny Bridges, PE
Principal / Vice President (VP)
Danny has spearheaded McGill's work in

Virginia as the commonwealth's Regional Manager. He has built strong relationships with our clients through his 36 years with the firm.

Licensure PE: NC #016732,
VA #58652



Keith Webb, PE
Principal / VP
Keith is recognized for delivering solutions with his innovative,

cost-effective design strategies. With over 40 years of experience, his commitment to client involvement in the planning and decision-making process results in successful projects.

Licensure PE: NC #012809, TN #107507, SC #10359



Mark Cathey, PE
Principal / VP
Mark joined McGill as an Engineering Associate and now

serves as Vice President and Regional Office Manager, where he oversees the operations of McGill's largest office. Mark strives for perfection and provides excellent service. **Licensure** PE: NC #024993, TN #114634, VA #54639, SC #28749



Doug Chapman, PE
Principal / VP
Doug's contributions to the McGill team include his dedication to

client relations, technical expertise and innovative thinking. As Vice President and Regional Manager, he is responsible for the central region of North Carolina.

Licensure PE: NC #020622



Michael Hanson, PE, LEED AP
Principal / VP
Michael has over 33 years of experience

with civil and water resources engineering projects. He is the Regional Manager for McGill's eastern offices. **Licensure** PE: NC #030624 (plus 7 additional states); LEED AP: National #10445033



Nancy Whitman, CPA
Principal / VP of Finance
Nancy is responsible for the overall financial management of the

firm, which includes accounting, financial planning, and analysis. Nancy has managed the firm's financial responsibilities for over 28 years. **Licensure** CPA: NC; CDA



Jamie Carden, PE
Principal
Jamie's background allows him to understand clients'

perspectives and successfully manage projects from inception to completion. He focuses on analyzing problems with existing systems and creating sustainable solutions.

Licensure PE: TN #106014



Michael Norton, PE
Principal
Michael oversees

the engineering and regulatory aspects that guide use toward achieving successful project outcomes. He strives to enrich the communities he serves, while always upholding the standards of the profession. **Licensure** PE: NC #025856, SC #23041



David Honeycutt, PE
Principal
Over his 19-year career at

McGill, David has worked his way up from Project Engineer to Pinehurst Office Manager. David pays excellent attention to detail, while retaining a big-picture view to create solutions for client needs.

Licensure PE: NC #034999



Bob Miller, PE
Principal
Bob has excelled as

a project manager and oversees geo-environmental projects, as well as other programs in the Raleigh market. He has a proven record of success in business operations and strategic development. **Licensure** PE: NC #017147, SC #18581



Forrest Westall, PE
Principal
Forrest has extensive

experience in water quality management and has helped develop and administer many North Carolina Water Quality programs. He understands the laws, regulations, and processes that guide water management. **Licensure** PE: NC #009033, TN #109877



02 | Project Understanding and Approach

Project Understanding

Due to the flood damage that occurred from Hurricane Helene, the Town has reevaluated its park facilities, which includes the very popular dog park. The Town has decided rather than reconstruct the dog park in its original location — that it would be wise to find a better location — that would be a larger facility that wouldn't be as likely to be impacted from flooding. The Town has selected an area adjacent to the recreation center that would meet these objectives.

The Town has now decide to move forward with the next phase which includes preparation of design documents for the development of the new dog park. This facility would also include parking, and comfort facilities in order to create a positive and friendly environment for all users.

Project Approach

McGill's approach in preparing the Town of Waynesville Dog Park design and providing associated construction services is comprehensive, and addresses the necessary elements and objectives of the planning and design process. Our approach is based on the Town's Request for Qualifications (RFQ) details, previous work associated with similar projects, preliminary reviews with regulatory personnel, site visits and unique familiarity with the project area and design needs to meet goals.

Schematic Design Phase (25% progress complete):

We will

- Review any specific design parameters with the Town of Waynesville and appropriate stakeholders
- Identify and locate relevant site parameters and potential constraints
- Conduct an existing conditions field survey
- Conduct a thorough evaluation of the project site, inclusive of related correspondence with Town staff, stakeholder group, and other appropriate parties
- Prepare schematic site plan layout of the horizontal control, dimensions, setbacks, landscaping, lighting, amenities, parking, and development data in accordance with requirements of the Town of Waynesville Unified Development Ordinance (UDO)
- Complete preliminary site grading, storm drainage methods, storm water control measures, and plans
- Prepare the initial design parameters and supporting calculations sufficient for anticipating the size and locations of any permanent stormwater control measures
- Complete preliminary design evaluation of erosion control for temporary and permanent measures for all proposed disturbed areas on the project, and the initiation of applicable notes / details
- Provide schematics of all other site features, signage, and furnishings
- Prepare an estimate of probable cost for the proposed project features and amenities
- Submit to Town for review prior to meeting with Town staff and stakeholders

Design Development (75% progress complete):

We will

- Incorporate schematic design comments from Town review into design plans
- Evaluate alternatives to determine final design approach relative to any areas of concern
- Coordinate all final design activity needs with subconsultants, Town departments, regulatory agencies, and others as appropriate
- Transition all preliminary plans from schematic design phase into design plans, incorporating drafts of specifications and construction details
- Submit design development plans and estimate of probable cost to Town staff for review prior to meeting with Town staff

Our Process



Kickoff

We get to know your needs and the needs of your community or customers.



Engineering Design

We utilize skill and experience to create the best design for your project.



Bidding Assistance

We prepare documentation for bidding and funding applications.



Closeout and Inspection

Upon completion, we ensure all deliverables are met.



Site Evaluation

Our project manager will gather data on the project and assess the site.



QA / QC

McGill ensures the highest quality end results using established QA / QC procedures.



Construction Oversight

Our CFRs maintain control over the project and communication with partners.



Celebration

Our marketing team is here to highlight your successful project.

Construction Documents (100% progress complete):

We will

- Incorporate design development comments from Town review into final construction documents
- Prepare detailed project drawings and specifications for the construction documents
- Coordinate the preparation of all final plans, details, calculations, specifications, and applications for regulatory submittals
- Review all final construction documents with Town and provide any further updates to previous estimates of probable cost

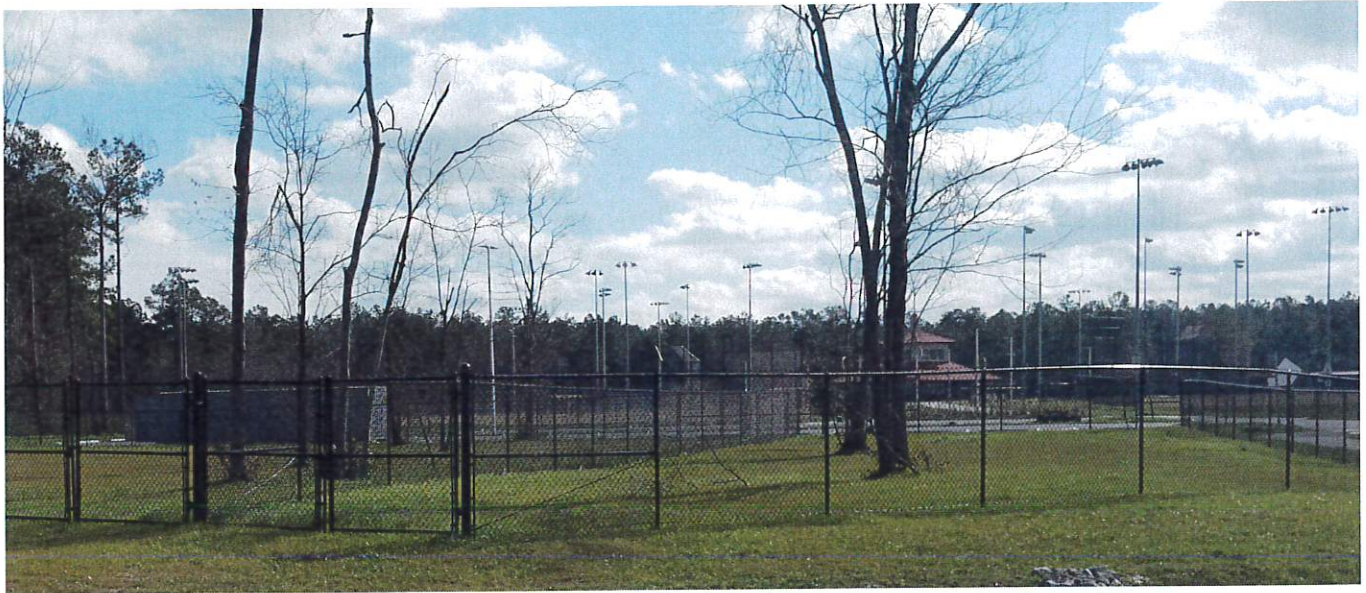
Bid Phase Services

McGill also typically manages the competitive bidding process, including distributing bid packages to prospective bidders, responding to bidder inquiries concerning technical aspects of the project, preparing any addenda to the bid packages, and attending the bid opening. Our staff can also conduct a pre-bid conference for all prospective bidders to review the project site prior to bid opening.

After the bid opening, McGill will review all bids for conformity, verify that the proposed contractor is appropriately licensed, and provide a letter of recommendation to the Town concerning acceptance of the lowest responsive and responsible bidder.

Construction Phase Services

Providing construction phase services for infrastructure projects is a core function of who we are at McGill. We have a dedicated team of professionals who administer the construction contract and observe progress. These staff members are not simply design team members who squeeze these tasks into their regular schedule; construction is what they do day in and day out. Our team handles meetings, requests for information (RFIs), applications for payment, change orders, shop drawings, performance testing, and observations.



Town Creek Park Improvements

Brunswick County

McGill assisted Brunswick County with the redevelopment of Town Creek Park, which was completed in 2015. We were responsible for master planning, grant assistance, construction documents, and administration for this multi-sport complex. The project focused on redeveloping the park to provide opportunities for all ages and abilities, as well as creating additional recreational amenities.

The park includes new facilities, such as a dog park, walking trails with fitness stations, five baseball / softball fields, two soccer / multipurpose fields, a pavilion and picnic shelter, and a community building. The project involved the renovation of existing basketball courts, two tennis courts, and two playgrounds. Improvements also included restroom and concession buildings, expanded parking opportunities, and the addition of an elaborate pedestrian trail system, which provides Americans with Disabilities Act (ADA) connectivity to all amenities, facilities, and the adjacent Town Creek Elementary School. Our staff was also responsible for site engineering and permitting needs related to water, sewer, North Carolina Department of Transportation (NCDOT), 404 wetlands, stormwater, and erosion control. McGill assisted the County with applying for the North Carolina Parks and Recreation Trust Fund (PARTF) grant that helped fund the implementation of the master plan.

Our involvement in regards to the lighting on this project consisted of sports lighting and building lighting for the soccer concessions, baseball concessions, community building, and maintenance building, along with lighting controls for each area.

Services

- Park and trails amenities design
- Sports lighting design and consulting
- Construction management

Project Highlights

- Dog park
- Five baseball / softball fields
- A basketball court
- Two tennis courts
- 2.5-mile walking trail
- Parking
- Athletic fields
- Picnic area
- Playground
- Funding assistance
- Master planning
- Light-emitting diode (LED) technology
- Building lighting
- Lighting controls



Forest Drive Trailhead

Village of Pinehurst

McGill assisted the Village of Pinehurst with the design, bidding, and construction administration of this trailhead parking lot. It is an eight-space parking lot along Forest Drive to be utilized by residents for access to the Village's greenway trail system. The project included an asphalt parking lot; stormwater detention facilities, landscaping, and off-site roadway improvements that included curb, gutter, and sidewalk.

Services

- Design
- Bidding
- Construction management

Project Highlights

- Dog park
- Asphalt parking lot
- Stormwater detention facilities
- Landscaping
- Off-site roadway improvements



Taylor Field Park, Phase 1

City of Southport

McGill assisted the City of Southport with the creation of a park master plan for a 4.7-acre park that included public engagement with the community, as well as the development of concepts and funding alternatives for implementation. The park proposals were derived from community input from over 350 participants and reflected the needs and desires for a passive park. Park elements included two dog parks, walking trails, fitness stations, a playground, and picnic areas. In addition, the park master plan took advantage of the historic Bonnet's Creek by proposing a boardwalk along this water feature. Future plans for the park prepare for interconnectivity and access to Bonnet's Creek, Old Smithville Burying Ground, and Old Brunswick County Jail, with a plan to eventually connect to two neighboring parks.

McGill also assisted the City with preparing a PARTF funding application, which subsequently received the full funding amount. Our team then assisted with the design, bidding and award, and construction administration for Phase 1 of the project. The final project included an accessible 0.45-mile paved walking trail, 6 fitness stations, two dog parks, and improved lighting and landscaping. Future phases will include an inclusive playground.

Services

- Design
- PARTF funding

Project Highlights

- Two dog parks
- Public meetings
- Walking trails
- Fitness stations
- Playground
- Boardwalk
- Picnic areas



Town Park Drainage

Town of Fletcher

McGill installed approximately 1,300 LF of storm drainage and associated inlets to eliminate areas of ponding water and provide more efficient outfalls for the storm system into Cane Creek. Numerous ditches and lawn areas were regraded following the installation of the new storm drainage system, which improved drainage to many open space areas and parking lots. Since many of the drainage issues plaguing the parking lots had been alleviated, the parking lots were subsequently sealed and restriped. This project involved permitting through United States Army Corps of Engineers (USACE) for the outfalls into Cane Creek and North Carolina Department of Environmental Quality (NCDEQ) on erosion control.

This project has been a phased process that began with the project in 2016. Additional improvements were made in 2019, and a third phase of the drainage improvements was completed in 2023 in conjunction with the multiuse court project.

Services

- Permitting assistance
- Existing condition analysis
- Storm drainage system alternatives analysis, recommendations, and design
- Environmental permitting
- Bidding assistance
- Construction management

Project Highlights

- Dog park
- Storm drainage
- Parking lot repavement
- Permitting assistance



Thermal Belt Rail Trail

Town of Forest City

In recent years, Rutherford County and the communities of Forest City, Spindale, Rutherfordton, and Ruth (the Trail Partners) have recognized tourism is important to the local economy and that passive recreation benefits community health. The conversion of a portion of the Thermal Belt Rail Line to a trail system was identified as one such needed improvement.

McGill was hired in 2017 to prepare a master plan that included a linear park for the County's growing population. The eventual proposed project included a 13.58-mile, multiuse corridor that connects the Trail Partners. McGill used the master plan to help the Trail Partners secure \$5.35 million in funding for the construction of the project from multiple funding agencies.

McGill's master plan included public survey results, trailhead concepts, ideas for ancillary features, a dog park, signage and wayfinding, bridge concepts, and trail safety and transportation crossing concepts.

McGill developed the project's construction documents, managed permitting and bidding, and administered project construction. The project team and Trail Partners are pleased that the project has and continues to receive much community fanfare and support.

Services

- PARTF funding assistance
- Bicycle and trail design
- Parks and trails amenities design
- Electrical system design
- Design document preparation
- Drone capabilities
- Grant compliance
- Bid phase services
- Construction management

Project Highlights

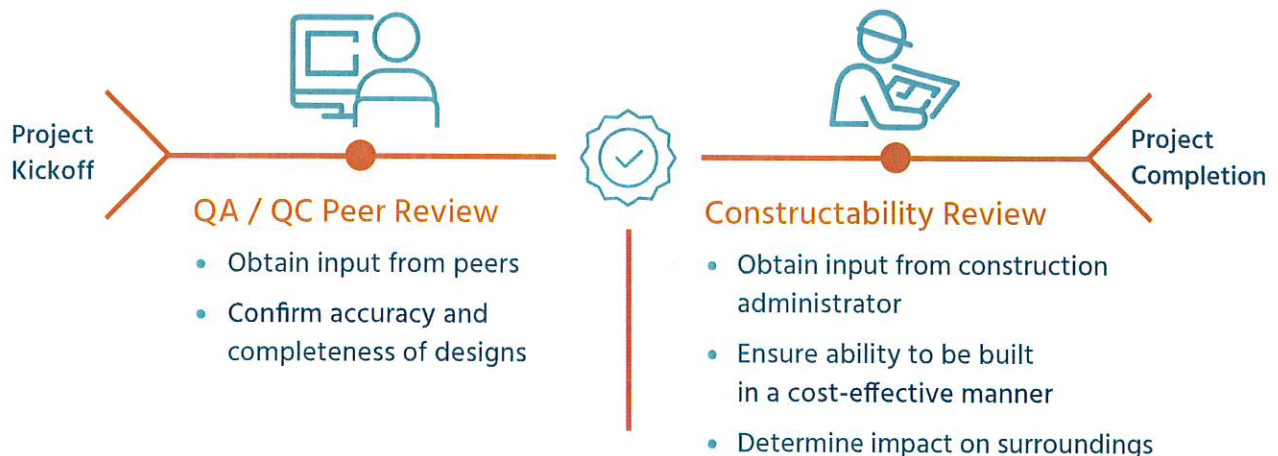
- Dog park
- Working with multiple towns and cities
- Linear park
- Multiuse corridor
- Fitness stations
- Bike station
- Corridor plan

04 | Project Team

Project Team



Quality Assurance / Quality Control (QA / QC)





Education

BS, Civil Engineering,
Clemson University

Role for this project

Client Liaison

Professional Associations

- American Public Works Association (APWA)
- American Water Works Association (AWWA)



Mark lives three miles away from the project site, allowing him to arrive on short notice.

Mark Cathey, PE

Principal / Vice President / Regional Manager

Mark Cathey has 30 years of design and management experience with a strong background in civil and environmental engineering. He has managed a substantial number of engineering projects from concept to completion, including parks and recreation, roadway, sidewalks, storm drainage, utilities, solid waste, and geographic information system (GIS)-related projects. Mark has developed a noteworthy reputation for his ability to adhere to the client's needs and complete projects in a timely yet efficient manner. His vast background in Western North Carolina enhances his ability to understand the value of effective communication with local officials and communities for the projects he serves.

Professional Licensure

PE: NC #24993, SC #28749, VA #0402054639

Related Experience

- Town Park Drainage, Town of Fletcher
- Thermal Belt Rail Trail, Town of Forest City



Education

BLA, North Carolina State
University (NCU)

BEDA, Environmental Design in
Architecture, NCSU

Role for this project

QA / QC

Professional Associations

- North Carolina Recreation and Parks Association (NCRPA)
- Tennessee Recreation and Parks Association (TRPA)



Mike's expertise in land planning and recreation has helped shape communities for 27 years.

Mike Norris, PLA

Land Planning and Recreation Practice Area Leader

Mike Norris is an award-winning, registered landscape architect with extensive experience in landscape and gateway design services. His experience includes projects of all sizes, working with community groups, municipal staff, city and county boards, and special interest groups to gain approval for a multitude of projects. Mike aims to maintain cultural, historical, and sustainable aspects in each of his design endeavors. He embraces the full-circle concept and strives to create designs that satisfy the needs of the stakeholders, users, and owners.

Professional Licensure

PLA: NC #1048, SC #1016, TN #836, VA #0406002243

Related Experience

- Town Park Drainage, Town of Fletcher
- Thermal Belt Rail Trail, Town of Forest City
- Stinger Park, City of Bessemer City
- Ray Kisiah Park and Vance Elementary Ballfields, City of Asheville



Education

MLA, NCSU

BS, Horticulture / Landscape Design, NCSU

AAS, Horticulture Technology, NCSU

Role for this project

Park Design Support

Certification

Outdoor learning environment certification



Kurtis designs each park with residents' health and well-being in mind.

Kurtis Durrant, PLA

Planner

Kurtis Durrant works on a variety of projects — from conceptual site master plans to site development projects that are bid for construction — ranging in size from small parks (less than an acre) to large tracts of land (800+ acres). He is involved in different levels of projects, from master planning to construction documents, and evaluates budgets, materials, and everything in between. Kurtis places an importance on protecting and preserving environmental considerations for each project.

Professional Licensure

PLA: NC #2278

Related Experience

- Stinger Park, City of Bessemer City
- Ray Kisiah Park and Vance Elementary Ballfields, City of Asheville
- Recreation Fields Expansion Master Plan, Chatham Charter School, Chatham County
- Taylor Field Park Master Plan, City of Southport



Education

MS, Civil Engineering, Clemson University

BS, Civil Engineering, Clemson University

Role for this project

Constructibility Review

Professional Associations

- APWA
- American Society of Civil Engineers (ASCE)



Ben is a valuable collaborator known for his practical approach and ability to deliver solutions that make a positive impact on communities.

Ben Cathey, PE

Civil / Site Practice Area Leader

Ben Cathey's experience with various types of construction projects coupled with his real-world approach results in practical solutions for municipal and private clients. McGill's integrity is a critical factor in how Ben runs the civil / site team, as he ensures everyone works hard to get a project right the first time around. Ben finds it fulfilling to see that his projects add value to communities and improve people's quality of life. He is especially drawn to projects that are challenging, unique, multi-disciplinary, and involve a high level of commitment — they provide a complex, yet fun working environment that he looks forward to each day.

Professional Licensure

PE: NC #034476

Related Experience

- Town Park Drainage, Town of Fletcher
- Thermal Belt Rail Trail, Town of Forest City
- Ray Kisiah Park and Vance Elementary Ballfields, City of Asheville





Education

BS, Construction Engineering and Management, NCSU

Role for this project

Civil / Site Design Lead

Professional Associations

- North Carolina Association of Floodplain Managers (NCAFPM)
- Southeast Stormwater Association (SESWA)
- Solid Waste Association of North America (SWANA)



Scott has a unique existing knowledge of this project, as well as previous similar projects for the County.

Scott Burwell, PE

Senior Project Manager

Scott Burwell has 17 years of experience managing engineering design and construction administration for industrial sites. His construction engineering and management education and design expertise enables him to fully understand all aspects of the project to provide seamless coordination and oversight from concept to closeout. Scott understands the importance of protecting the client's interests and ensures that the developed plans and specifications can be constructed within budget and on schedule.

Professional Licensure

PE: NC #039177

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Ray Kisiah Park and Vance Elementary Ballfields, City of Asheville
- Brookshire Park Greenway, Watauga County
- Hollybrook Property Park Development, Town of Wendell
- Montford Park, Site Design Studio, PLLC, Asheville



Education

BS, Civil Engineering, NCSU

BS, Environmental Sciences, University of North Carolina (UNC) Wilmington

Role for this project

Civil Design



Khiya has strong communication skills and attention to detail, which contribute to seamless coordination.

Khiya Armstrong, PE

Project Engineer

Khiya Armstrong has five years of experience with both civil and geotechnical engineering. Her background in geotechnical engineering and construction observation allows her to consider the construction processes and anticipate issues that may arise. As part of McGill's civil engineering team, Khiya has worked on residential and commercial design projects involving permitting submittals, site design, erosion control, and occasional construction observation to address questions from contractors and ensure compliance with the design plans. She has significant experience on projects involving public engagement, data collection, and management.

Professional Licensure

PE: NC #056642

Related Experience

- Multiuse Courts at Bill Moore Park, Town of Fletcher
- Fountain Park Site Assistance, D. R. Horton, Asheville



Education

BS, Electrical Engineering, NCSU

Role for this project

Electrical Design Lead

Professional Association

NC One Water



Phil has strong problem-solving skills and he is able to efficiently develop solutions to engineering problems.

Phil Fisher, PE

Senior Project Manager

Phil Fisher has 38 years of engineering design and field experience, including electrical normal and standby (on-site generator) power for tanks and plants, supervisory control and data acquisition (SCADA) systems, pump stations, lighting, telecommunications, fire alarms, security, and control systems for commercial and industrial facilities. He has strong conceptualizing and problem-solving skills and is able to quickly and efficiently develop several solutions to engineering problems. Phil is knowledgeable of National Electrical Code and National Electrical Safety Code, and he is familiar with North Carolina State Building Code and related National Fire Prevention Association standards.

Professional Licensure

PE: NC #018684, TN #00105089, SC #24799, VA #0402022959

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Town Creek Park Improvements, Brunswick County



Education

BS, Electrical and Computer Engineering Technology, Western Carolina University

Role for this project

Electrical Design Support



Jacob has experience preparing specifications, performing heating, ventilation, and air conditioning (HVAC) and compiling reports.

Jacob Webb

Engineering Technician

Jacob Webb is a member of the McGill mechanical, electrical, and plumbing (MEP) group. He brings a fresh perspective and new insights to every project, including recommendations for new technology that could be incorporated into the designs. Jacob is a skilled employee with a solid foundation on how to complete projects efficiently, especially those of the electrical nature. He has worked on several generators, conductors, and switches, where he has used his knowledge of National Electric Code. Jacob has certifications in AutoCAD, Labview, Matlab, and Javascript.

Related Experience

- Raccoon Creek Bike Park, Haywood County
- Big Ridge State Park Sewer Rehabilitation, Tennessee Department of Environment and Conservation (TDEC), Union County, TN
- Norris Dam State Park Water Tank, Tennessee Department of Environment and Conservation (TDEC), Union County, TN





Education

BS, Civil Engineering Technology
and Construction Management,
UNC Charlotte

Role for this project

Permitting

Professional Associations

- NCAFPM
- SESWA



Adam brings civil engineering experience to McGill's construction operations.

Adam Waldroup, EI

Construction Services Manager

Adam Waldroup has a strong skill set in civil and site design and permitting, and he has extensive experience with no-rise certifications, conditional letter of map revision (CLOMR) and LOMR applications, and stormwater system hydraulic design and analysis. His direct project experience includes numerous projects using HEC-RAS and GeoHECRAS for the analysis of floodplain development and its impact on river systems. Adam also has significant experience using stormwater computer modeling and design software. Adam is an effective communicator, exhibits a high degree of professionalism, and has a strong work ethic, all of which allow him to successfully complete the most difficult projects.

Professional Licensure

EI: NC #A-29634

Related Experience

- Town Park Drainage, Town of Fletcher
- Thermal Belt Rail Trail, Town of Forest City



Education

Certification, Construction
Management Technology,
Asheville-Buncombe Technical
Community College

Role for this project

Construction Observation



Greg lives in Clyde, which is just ten minutes away from the project site.

Greg Harvey

Construction Field Representative

Greg Harvey has eight years of experience working in the underground utilities industry, laying pipe, testing pipe, grading out for concrete sidewalks and pads, and shooting grade for pipe and boxes. He regularly completes daily logs and equipment sheets. As construction field representative, Greg will assist with construction oversight and administration.

Related Experience

- Fletcher Park Basketball Courts, Town of Fletcher
- Fountain Park Site Assistance, D. R. Horton, Asheville
- T.C. Roberson Stormwater and Water System Improvements, Buncombe County Schools, Buncombe County
- Wastewater Treatment Plant Improvements, Town of Waynesville
- Lake Junaluska Sewer Line, Emergency Repairs, Town of Waynesville
 - Construction oversight of emergency repairs to the sewer line that was destroyed at Richland Creek crossing at entry into Lake Junaluska



Education

AAS, Surveying Technology, Wake Technical Community College (Wake Tech)

AAS, Civil Engineering Technology, Wake Tech

Role for this project

Surveying Lead

Professional Association

North Carolina Society of Surveyors (NCSS)



Chad is an experienced surveyor who has received many accolades for his accuracy and skill.

Chad Howard, PLS

Surveying Services Practice Area Leader

Chad Howard has worked in the surveying field for 29 years. During this time, he has managed over \$20 million worth of successful land surveying and subsurface utility engineering (SUE) projects. In his role, Chad has been responsible for project estimating, contract negotiation, billing, client relations, QA / QC, computing and adjusting boundary problems, and drafting and reviewing finalized plats. As a result of his hard work, he has received 12 awards from the North Carolina Society of Surveyors annual statewide plat contest and one first place award in the annual nationwide plat contest sponsored by the National Society of Professional Surveyors (NSPS).

Professional Licensure

PLS: NC #L-4220, SC #24271, VA #0403002826

Related Experience

- Jack Warren Park Improvement, Town of Lewisville
- Village Park Improvements, Village of Tobaccoville
- Hollybrook Property Park Development, Town of Wendell



Land planning and recreation team



05 | Public Projects

List of Public Projects

Below is the list of all public land planning and recreational projects that we have worked on in the past five years. For more information, including the project name and the client, please see the pages 19-22.

Project Type	Number of Projects
Athletic Fields and Facilities	3
Aquatic Facilities	3
Bicycle and Pedestrian Plans	1
Comprehensive Parks and Recreation Master Plan	26
Corridor Plans	4
Greenways / Trails	7
Parks and Recreation Facilities	27
PARTF Grant Services	6
Sidewalks	1
Site-Specific Park Master Plans	30
Streetscapes	14
Urban Planning and Design Studies	3

McGill's Current and Projected Workload

The table below represents the known major project commitments for the designated team, but is not inclusive of all project assignments.

Project Name	Client	Expected Completion Date
Covered Bridge Park Renovation	City of Elizabethton, TN	February 2025
Aldridge Park Improvements	City of Archdale	March 2025
City Park Improvements	City of Lincolnton	March 2025
Veterans Memorial Park Improvements	Macon County	March 2025
Davidson Park Improvements	City of Kings Mountain	June 2025
Hoyle Creek Stream Restoration and Greenway	Town of Valdese	June 2025

Below is the full list of land planning and recreation public projects we have worked on over the last five years.

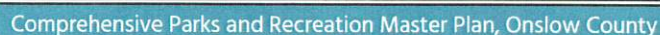
- Municipal Complex and Park Improvements, Town of Mount Pleasant
- Tennis Court Renovation South Caldwell High School, Caldwell County Schools
- West Caldwell High School Property Expansion, Caldwell County Schools

- Aquatic Center / Soccer Complex, City of Lenoir
- Horton Park Community Pool and Splash Pad, Lee County
- Recreation Center Splash Pad Expansion Project, Town of Granite Falls

- Trail Master Plan, Powhatan County, VA

- Comprehensive Parks and Recreation Master Plan, City of Albemarle
- Comprehensive Park and Recreation Master Plan, Currituck County

- Comprehensive Parks and Recreation Master Plan, Dare County
- Comprehensive Parks and Recreation Master Plan, Town of Farmville
- Comprehensive Parks and Recreation Master Plan, City of Goldsboro
- Comprehensive Parks and Recreation Master Plan, City of Kings Mountain
- Comprehensive Parks and Recreation Master Plan, City of Kinston
- Comprehensive Parks and Recreation Master Plan, Nash County
- Comprehensive Parks and Recreation Master Plan, Onslow County
- Comprehensive Park and Recreation Master Plan, Town of Pilot Mountain
- Comprehensive Parks and Recreation Master Plan, Pitt County
- Comprehensive and Site -Specific Master Plan, Town of Winterville
- Comprehensive System-Wide Parks and Recreation Master Plan, Haywood County
- Joint System-Wide Recreation Master Plan, Lincoln County
- Joint System-Wide Recreation Master Plan, City of Lincolnton



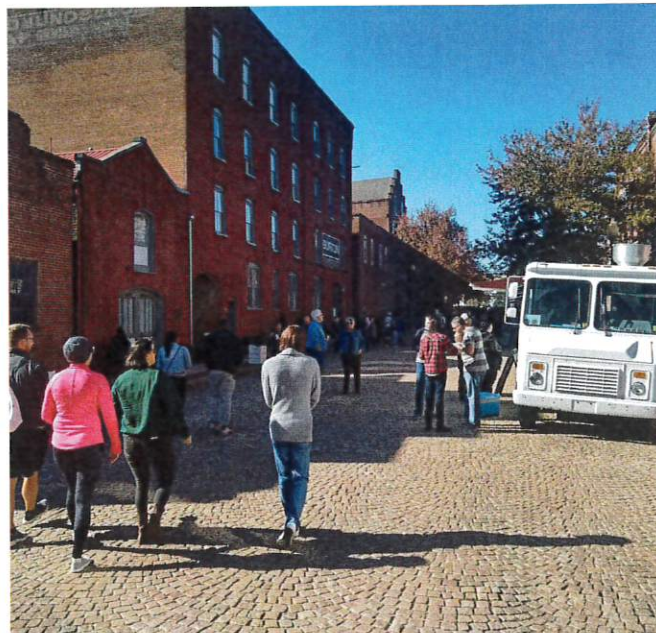
- Parks and Recreation Comprehensive Master Plan, Town of Black Mountain
- Parks and Recreation Comprehensive Master Plan, Davie County
- Parks and Recreation Comprehensive Master Plan, Town of Harrisburg
- Parks and Recreation Comprehensive Master Plan Update, Pender County
- Parks and Recreation Comprehensive Master Plan, Town of Troy
- Parks and Recreation Needs Assessment, Dare County
- Recreation Master Plan Update, Chowan County
- Recreation Master Planning Services, Town of Blowing Rock
- Recreation Master Planning Services, City of Claremont
- System-Wide Parks and Recreation Master Plan, Ashe County
- System-Wide Comprehensive Parks and Recreation Master Plan, Town of Knightdale
- System-Wide Parks and Recreation Master Plan, City of New Bern

Corridor Plans

- Downtown Pedestrian Bridge, Town of Pulaski, VA
- Lee Avenue Corridor Improvements, City of Sanford
- Lenoir Rhyne Boulevard Corridor Improvements, City of Hickory
- Newton Street Corridor Improvements, City of Danville, VA



Rendering: Newton Street Corridor Improvements, City of Danville, VA



Danville Riverwalk Boardwalk Improvements, City of Danville, VA

Greenways / Trails

- Danville Riverwalk Boardwalk Improvements, City of Danville, VA
- Downtown Greenway Connection, Town of Boiling Springs
- Downtown Thread Trail, City of Conover
- Glenn Hilton Park Boardwalk Improvements, City of Hickory
- Village Park Recreation Trails Program, Village of Tobaccoville
- Wicker Street Greenway, City of Sanford
- Wittenburg Access Area Improvements, Alexander County

Parks and Recreation Facilities

- Aldridge Park Improvements, City of Archdale
- Callahan Drive Recreation Park, Town of Marion, VA
- City Park Improvements, City of Lincolnton
- Courthouse Park Improvements, Phase 1, Alexander County
- Covered Bridge Park Renovations, City of Elizabethton, TN
- Davidson Park Improvements, City of Kings Mountain
- Dusty Ridge Park Improvements, Alexander County
- Government Complex Park, Phase 1, Harnett County
- Harrison Memorial Park Improvements, Town of Denton
- Hollybrook Property Park Development, Town of Wendell

- Jack Warren Park Improvement, Town of Lewisville
- Keefauver Farm Park, City of Johnson City, TN
- Martin Marietta Park Stormwater Permitting and Wetland Delineation, City of New Bern
- Memorial Park Improvements, Town of Blowing Rock
- Old West End Commons Park Improvements, City of Danville, VA
- Recreation Center Parking Improvements, Town of Granite Falls
- Riverwalk Boardwalk Feasibility Study, City of Danville, VA
- Shane Outpost Park: Parking and Restroom Improvements, Town of Beech Mountain
- Shane Outpost Park: Water Feature Construction, Town of Beech Mountain
- Veterans Memorial Park Improvements, Macon County
- Village Park Improvements, Village of Tobaccoville
- Village Park Phase 1, Village of Tobaccoville
- Village Park Phase 2, Village of Tobaccoville
- West Cove Park and Riverside Drive Park, Mecklenburg County
- Whitaker Property Park Development, Town of Oak Ridge
- Wildwood Park Improvements, City of Greenville
- Windmill Park Restroom Improvements, Town of Hudson

PARTF Grant Services

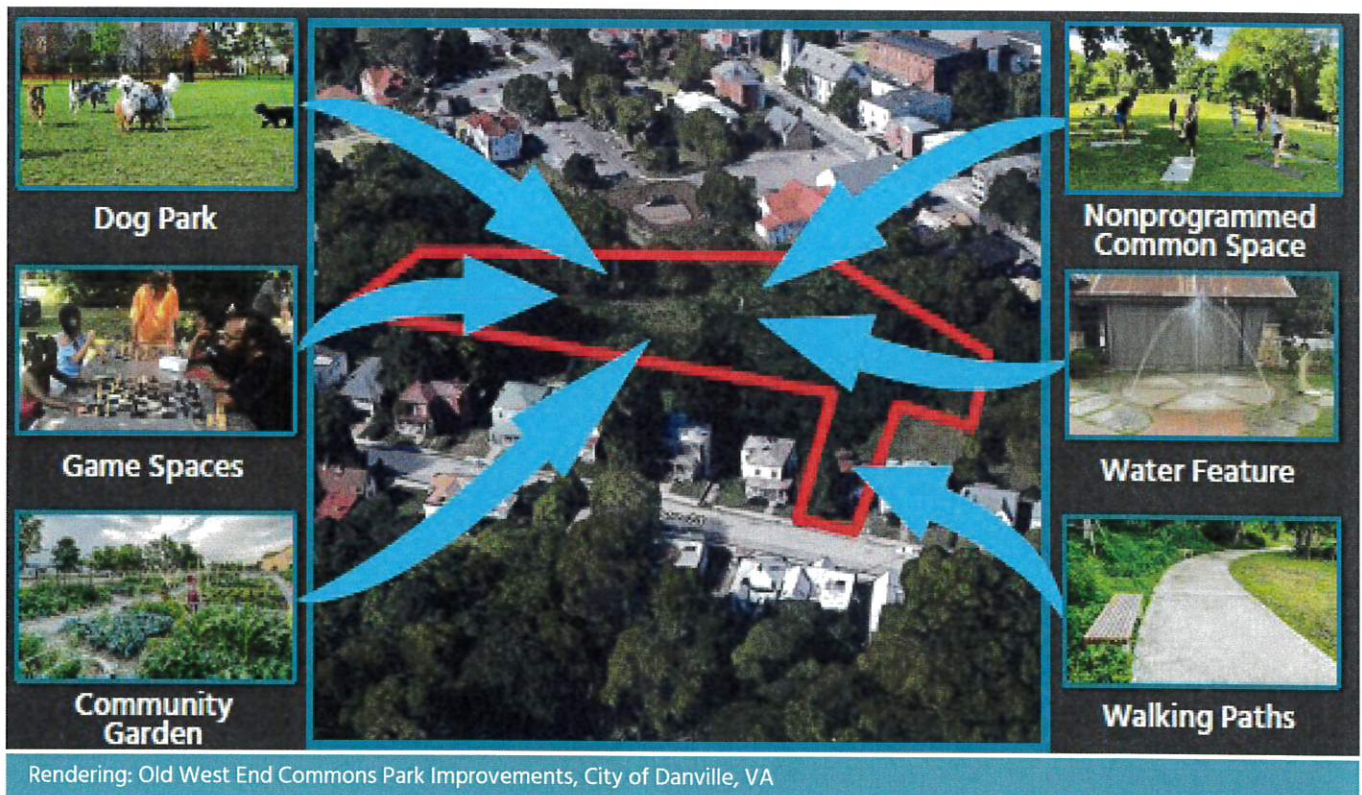
- PARTF Grant Services for Community Park, Cherokee County
- PARTF Grant Services – Aldridge Park, City of Archdale
- PARTF Grant Services – City Park, City of Lincolnton
- PARTF Grant Services – Deaton Monroe Park Improvements, Town of Biscoe
- PARTF Grant Application – Park Campus Master Plan, Town of Pilot Mountain
- PARTF Grant Services – Sandy Ramey Keith Park, Town of Vass

Sidewalks

- Recreation Center ADA Sidewalk Improvements, Town of Granite Falls

Site-Specific Park Master Plans

- Aldridge Park Master Planning Services, City of Archdale
- Anglers Park Bike Park Spectator Master Plan, City of Danville, VA
- Biscoe Park Master Plan, Town of Biscoe
- City Parks Concept Plans, City of Danville, VA
- City Park Master Plan, City of Lincolnton
- Courtyard Improvements, Lenoir Community College



- Creekside Park Master Planning Services, City of Archdale
- Davidson Park Master Plan, City of Kings Mountain
- Family Central Master Feasibility Study, Ashe County
- Francis Farm Bike Park, Haywood County
- Green Space Park Master Plan, Town of Lake Lure
- Hiwassee Dam Community Park Master Plan, Cherokee County
- Hollybrook Park Master Planning, Town of Wendell
- Hughes Park Master Plan, Davidson County
- Jack Warren Park, Town of Lewisville
- Johnston Road Master Plan, Town of Marion, VA
- Lake Louise Park Master Plan, Davie County
- Majestic Oaks Park Master Plan and PARTF, Town of Sunset Beach
- Old West End Commons Park, City of Danville, VA
- PARTF Grant Services – Soccer Complex Park Improvements, Town of Aberdeen
- PARTF Grant and Master Planning Services, Town of Fuquay-Varina
- Park Campus Recreational Plan, Town of Pilot Mountain
- Park Master Planning Services, Ashe County
- Park Square Market PARTF Master Plan, Town of Forest City
- Pharr Mill Property Park Master Plan, Town of Harriburg
- Recreation Park Master Plan, Macon County
- Sandy Ramey Keith Park, Town of Vass
- Wheeler Bridge Road Property, City of Burlington
- Whitmire Property Recreation Plan, Town of Franklin
- Whitaker Park Master Plan and PARTF Application, Town of Oak Ridge



Whitmire Property Recreation Plan, Town of Franklin

Streetscapes

- Downtown Streetscape Project, City of Cherryville
- Downtown Streetscape, Town of Hudson
- Downtown Traffic Improvements, Town of Pulaski, VA
- Haywood Streetscape Improvements, City of Asheville
- Jefferson Avenue Sidewalk – 2nd Street to 7th Street, Town of West Jefferson
- Lenoir Rhyne Boulevard Streetscapes, City of Hickory
- Main Street Crosswalks, Town of Blowing Rock
- Main Street Sidewalk Improvements, Town of Blowing Rock
- Newton Streetscape Improvements, City of Newton
- North Green Street Streetscape Improvements, City of Morganton
- Police Department Entrance Improvements, City of Lenoir
- South Main Street Improvements, Town of Boiling Springs
- Sunset Drive Streetscape Improvements, Town of Blowing Rock
- Union Streetscape Improvements, City of Concord

Urban Planning and Design Studies

- Almagro Neighborhood Sidewalk Feasibility Study, City of Danville, VA
- Bethlehem Area Sign Permitting, Alexander County
- Sidewalk Master Plan, Town of Blowing Rock



Haywood Streetscape Improvements, City of Asheville

References

Ashe County

Kevin Anderson, Parks and Recreation Director
626 Ashe Central School Road
Jefferson, NC 28640
336.982.6185
kevinanderson@ashecountygov.com

City of Archdale

Brian Clodfelter, Parks and Recreation Director
307 Balfour Drive
Archdale, NC 27263
336.434.7310
bclodfelter@archdale-nc.gov

City of Bessemer City

Jo-D Franklin, Parks and Recreation Director
132 West Virginia Avenue
Bessemer City, NC 28016
704.629.5542
jfranklin@bessemercity.com

Town of Clyde

Joy Garland, Town Administrator
Post Office Box 386
Clyde, NC 28721
828.627.2566
joy.garland@townofclyde.com

Town of Fletcher

Mark Biberdorf, Town Manager
300 Old Cane Creek Road
Fletcher, NC 28732
828.687.3985
m.biberdorf@fletchernc.org

Haywood County

Bryant Morehead, County Manager
157 Paragon Parkway, Suite 200
Clyde, NC 28721
828.452.6650
bryant.morehead@haywoodcountync.gov

City of Lenoir

Jared Wright, Director of Special Projects
Post Office Box 958
Lenoir, NC 28645
828.757.2183
jwright@ci.lenoir.nc.us

Macon County

Seth Adams, Parks and Recreation Director
5 West Main Street
Franklin, NC 28734
828.349.2090
sadams@maconnc.org

McDowell County

Ashely Wooten, County Manager
60 East Court Street
Marion, NC 28752
828.652.2976
awooten@mcldowellgov.com



Community members enjoying a park in Davie County, North Carolina

Litigation Summary

We are a regional multidiscipline consulting firm with eight offices in three states, handling hundreds of infrastructure projects each year throughout the Southeast. Although litigation is an ever-increasing fact of life in the construction industry, McGill's claim to project ratio remains extremely low. As of the date of this submission, McGill has been party to only five claims in the past five years set forth below. Of the five claims one is awaiting discovery, and one pending action on a motion to dismiss, all others are resolved. All claims resolved by mediation contain non-disclosure language that prevents us from releasing the actual terms of settlement. There are no regulatory or license sanctions currently against McGill.

- Contractor vs Town of Jasper, TN / McGill (Town's consulting engineer)
 - **Project Type:** Gravity sanitary sewer in various locations in the Town to address inflow and infiltration.
 - **Nature of Dispute:** Contractor's claim for time and compensation above the contract amount.
 - **Status:** Resolved in mediation.
- Contractor vs Town of Fallston, NC / McGill (Town's consulting engineer)
 - **Project Type:** Water system improvements.
 - **Nature of Dispute:** Contractor's claim for time and compensation above contract amount.
 - **Status:** Resolved in mediation.
- Former City of Hopewell employee vs City of Hopewell, VA and six other defendants including McGill (City's consulting engineer).
 - **Nature of Dispute:** Former City wastewater treatment plant employee allegedly sustained an injury while carrying out daily operations duties at the wastewater treatment plant.
 - McGill is acting as the consulting engineer for various ongoing projects for the City.
 - **Status:** Awaiting discovery
- PRC Industries, Inc. vs McGill (Town of Spruce Pine's consulting engineer)
 - **Project Type:** Gravity sanitary sewer to replace pumpstation that serves industrial site.
 - **Nature of Dispute:** PRC Industries alleges the completed project inadequately serves an unused basement storage area.
 - **Status:** Pending; McGill has filed a motion to dismiss
- Serviette Group LLC (No Legal Suit Filed)
 - **Project Type:** Residential subdivision development.
 - **Nature of Dispute:** Property line dispute.
 - **Status:** Resolved.

Our Commitment To You



McGill is committed to providing innovative and efficient engineering to our clients. We strive to ensure each project is completed successfully through our diverse technical expertise, effective project management, and open communication methods.



**Technical
Expertise**



**Project
Management**



**Open
Communication**

Hourly Rates

Professional Fees	I	II	III	IV
Senior Principal	\$ 310			
Principal – Regional Manager – Director	\$260	\$270	\$290	\$300
Practice Area Leader	\$230	\$250	\$280	\$290
Senior Project Manager	\$230	\$250	\$275	\$285
Senior Engineer	\$230	\$250	\$275	\$285
Project Manager	\$205	\$ 215	\$230	\$240
Senior Project Engineer	\$205	\$ 215	\$230	\$240
Project Engineer	\$165	\$ 175	\$190	\$200
Engineering Associate	\$140	\$150	\$155	\$160
Planner – Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$125	\$140	\$150	\$160
CAD Operator – GIS Analyst	\$105	\$ 115	\$130	\$140
Construction Services Manager	\$180	\$190	\$200	\$ 215
Construction Administrator	\$140	\$155	\$165	\$180
Construction Field Representatives	\$ 115	\$125	\$140	\$150
Project Administrator	\$105	\$125	\$130	\$145
Funding – Financial Services – Manager	\$ 215	\$225	\$235	\$245
Grant Administrator	\$ 135	\$150	\$160	\$170
Environmental Specialist	\$ 115	\$125	\$130	\$135
Administrative Assistant	\$ 90	\$100	\$110	\$125
Survey Party Chief	\$ 110	\$125	\$140	\$160
Survey Field Technician	\$ 95	\$100	\$105	\$ 110

Expenses

- Mileage – \$0.75/mile
- Flow Monitoring Equipment:
 - Pressure Flow Meter- \$400/week
 - Gravity Flow Meter - \$1,000/deployment
- Robotics / GPS Equipment: \$35/hour
- Aquatic Surveying Equipment
 - Vessel- \$250 / day

- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

Certification

I, Mike Norris, on behalf of McGill Associates, PA, hereby certify that the information provided in this application is true, correct, and complete to the best of my knowledge and belief. I understand that any false statements or misrepresentations made in this document may result in penalties, including, but not limited to, legal action, fines, or disqualification. I further understand that providing false information is punishable under the laws governing perjury and related offenses.



Taylor Field Park, Phase 1, City of Southport



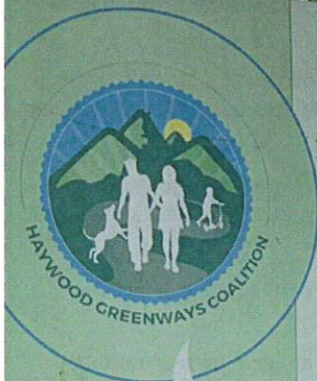
McGill Associates, PA

55 Broad Street, Asheville, NC 28801

828.252.0575 | mcgillassociates.com

CDC

Civil
Design
Concepts, PA



WAYNESVILLE GREENWAY

The Waynesville Greenway is part of a larger network of trails and walking paths throughout Haywood County. Their purpose is to connect towns, businesses, schools, recreation areas, residential communities, and other points throughout the county. They serve as recreational resources, alternative modes of transportation, and outdoor classrooms. In addition to hiking, jogging, and bicycling, other greenway activities include boating, fishing, and viewing wildlife.

GREENWAY BENEFITS

- Greenways encourage people to exercise, improving health and mental well-being, helping to prevent disease.
- Greenways provide an alternative mode of transportation, reducing traffic congestion and automobile emissions, and improving air quality.
- Greenways improve water quality by filtering pollutants, preventing erosion, and shading streams.
- Greenways help control floods, protecting roads, homes, and other infrastructure. This can result in lower flood damage claims and reduced insurance rates.
- Greenways provide food habitat, access to water, and migratory corridors for wildlife.

Partners: The Town of Waynesville, Haywood County, Haywood County Economic Development Council, and Haywood County Economic Development Council.



GREAT BLUE HERON

The Great Blue Heron (*Ardea herodias*) is common along the coast of North Carolina. It is a large wading bird with long legs, long neck, and a long beak. It is often seen standing in shallow water, waiting for fish to come within striking distance. The Great Blue Heron is a migratory bird, nesting in the Southeastern United States and wintering in the Caribbean and South America. They are considered pests by some, particularly fishermen, who claim they are making game fish populations. But studies show that herons and mostly discarded fish waste have food sources.



SPOTLIGHT SPECIES

Town of Waynesville Greenway Engineering Design and Construction Administration

January 21st, 2025

January 21st, 2025

Mr. Luke Kinsland
Recreation Department Director
Town of Waynesville
550 Vance Street
Waynesville, NC 28786
(828) 456-2030
lkinsland@waynesvillenc.gov

Re: Letter of Interest/Statement of Qualifications for Town of Waynesville Greenway Engineering Design and Construction Engineering

Dear Mr. Kinsland,

We are grateful for the opportunity to submit our statement of qualifications for the Town of Waynesville's Greenway project. As a Western North Carolina-based firm, Civil Design Concepts boasts a team of highly skilled professionals, including fourteen licensed Professional Engineers in North Carolina. Our extensive expertise, comprehensive staffing, and flexible availability position us to successfully execute projects of this nature.

Our deep-rooted connection to the region distinguishes us. Many of our principals and staff are natives of Western North Carolina, fostering strong relationships with local municipalities, utility providers, and regional and state regulatory agencies. These connections enable us to navigate project landscapes efficiently, ensuring seamless coordination at every stage.

We have a proven track record in designing civil/site projects, collaborating with organizations such as Haywood County Schools, the City of Asheville, the North Carolina Division of Parks and Recreation, Western Carolina University, and Watauga County. Our commitment to delivering accurate and timely results is unwavering.

For the Greenway project, we pledge full engagement from our company's principals, director of construction, and registered professionals, ensuring every detail aligns with your vision and requirements.

At Civil Design Concepts, we prioritize reliability, responsiveness, accuracy, and efficiency, making us an ideal partner for this undertaking. We are confident that collaborating with us will be a positive and productive experience, and we are excited about the potential to contribute to the success of the Town of Waynesville's greenway initiatives.

We eagerly anticipate the opportunity to meet with you to demonstrate how our experience in Western North Carolina can be a valuable asset for the Town of Waynesville. Should you have any questions or require further information, please do not hesitate to contact me.

Thank you for considering our proposal, and we look forward to the possibility of working together.

Respectfully,



Patrick Bradshaw, P.E.
Civil Design Concepts, PA
168 Patton Ave.
Asheville, NC 28801
828-252-5388
patrick@cdcgo.com



Civil Design Concepts | www.cdcgo.com | 828.252.5388

168 Patton Ave. Asheville, NC 28801 | 52 Walnut St. Waynesville, NC 28786

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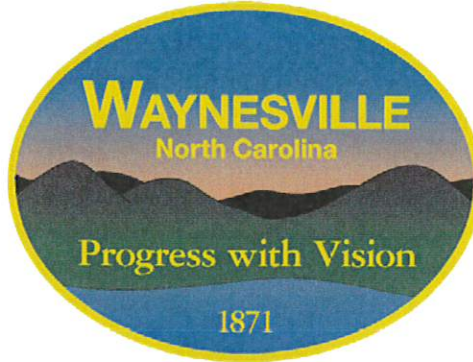
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Section 1

project team



Project Team



Design Team



*Civil Engineering
Construction Administration*

Patrick Bradshaw, P.E.
Principal

Greg Hoffman, P.E.
Project Manager

Jason Pass
Director of Construction

Consultants

FAMA
STRUCTURAL ENGINEERING

Structural Engineer / Bridge Design
Paul Fama, P.E.

Civil Design Concepts Staff

Position	Number of Staff
Registered Engineers	14
Construction Managers	4
Civil Designers	25
Construction Observation	5
Administration	4
Total Staff	52

Primary Contact
Patrick Bradshaw, P.E.
Principal
patrick@cdcgo.com

Offices
Asheville
168 Patton Ave.
Asheville, NC 28801

Waynesville
52 Walnut St.
Waynesville, NC 28786

Phone
828.252.5388

Website
www.cdcgo.com

Ownership
S-Corporation

License No:
C-2184

Founded in
2000

Total Staff
50+

**Licensed
Engineers**
14



Our Story

Established in 2000 as a home office, Civil Design Concepts, P.A. has grown steadily. In 2008 CDC merged with Bradshaw Engineering, combining teams and strengthening our firm's capabilities and leadership. In 2019, the company transitioned to an employee-owned company through an Employee Stock Ownership Plan (ESOP), empowering its dedicated employees. With this transformative journey, Civil Design Concepts has solidified its position as an industry leader known for building relationships, pushing to add value, solving problems, and having a commitment to excellence in civil engineering and site design services.

Strengths, Special Expertise and Services

Civil Design Concepts has completed numerous projects, contributing to multi-million dollar developments. With licenses in NC, SC, VA, TN, and GA, we serve a wide geographic area. Our dedicated team of engineers, technical experts, and construction administration professionals brings diverse skills and experience in site planning, engineering, development, and construction oversight. This allows us to approach complex challenges strategically, ensuring effective solutions.

We are committed to minimizing environmental impact and maximizing property potential. Our extensive experience has fostered positive relationships with regulatory officials, enabling us to provide prompt and reliable service. With a foundation of ethical conduct, trust, and teamwork, we prioritize our clients' objectives and deliver creative, cost-effective, and timely solutions that exceed expectations.

In project management, we customize our services to meet unique requirements. From master scheduling to site compliance monitoring, we ensure efficient management that drives successful outcomes.

Our comprehensive range of services covers construction phases. We provide construction observation, inspections, administration, project management, and contract administration. Meticulously overseeing contracts, including payment applications and change orders, we ensure alignment, cost control, and the success of each project.





FIRM INFO

Fama Structural Engineering opened its doors July 1st, 2023, with a mission to deliver high-quality structural engineering consulting services to clients across North Carolina, South Carolina and Tennessee.

FOUNDER

Paul Fama completed his Bachelors and Master of Science in Civil Engineering at Clemson University in 2006. After college, Paul spent the next 15 years working at SKA Consulting Engineering Inc. and eventually serving as the Asheville Structural Group Manager. Paul's work at SKA included projects across a wide range of market sectors, such as higher education, healthcare and infrastructure. Paul left SKA in 2023, seeking new challenges, and opened Fama Structural Engineering PC in Waynesville, North Carolina.

EXPERTISE

Fama Structural Engineering specializes in design of steel, wood, concrete and masonry structures for new construction or renovation projects. FSE routinely provides services for several municipalities including Buncombe County, Macon County and Haywood County. Since opening for business in 2023, FSE has completed over 75 projects in Western North Carolina, all of which have been completed successfully, without legal or technical problems.

PROJECT APPROACH

The project approach at Fama Structural Engineering remains focused on providing sound, safe and cost-effective solutions that achieve our client's vision for each project. Collaboration with our clients and design team along with clear communication with contractors is our recipe to ensure smooth and successful project completion. All projects are designed, drafted and sealed by the company owner, Paul Fama, P.E. FSE will utilize a variety of engineering software such as Revit, BIM360, Ram Structural Systems and Risa to analyze the structures, collaborate with design teams and produce all necessary documents and specifications the projects may require. Paul will directly manage the contract construction administration phase of each project.



Patrick Bradshaw, P.E.
Principal and
Director of Operations

Education

NC State University
B.S. Civil Engineering

Registrations

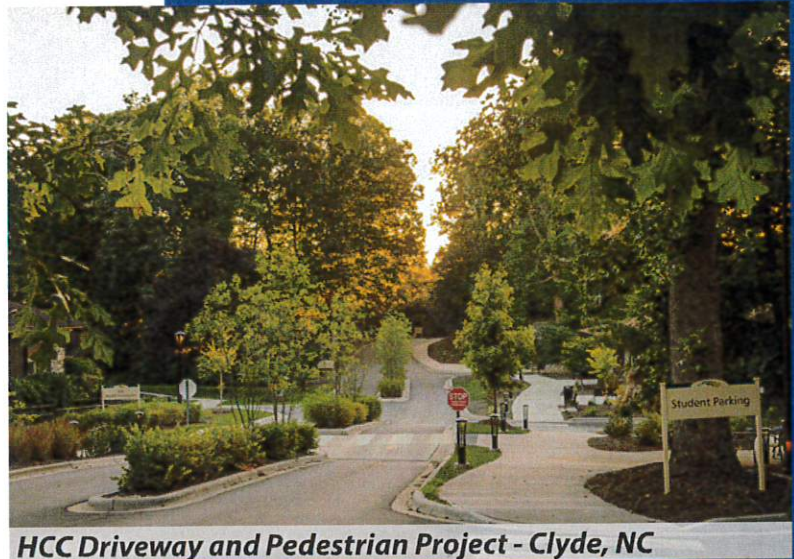
Registered Professional Engineer
North Carolina PE# 24431

Experience

30 Years in the Industry
16 Years with Civil Design Concepts

Project Experience

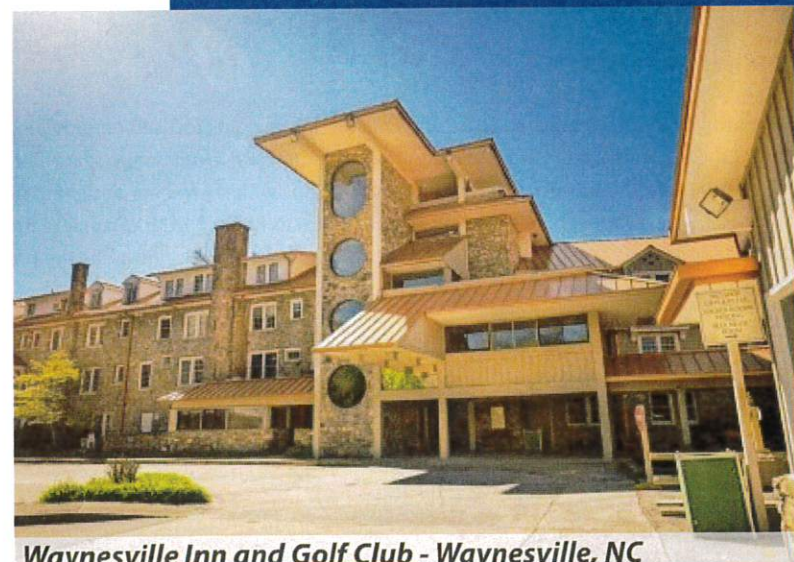
- Haywood Community College Pedestrian and Drive Project
- Canton Middle School Softball Field
- WCU Pedestrian Bridge
- Gorges State Park
- Watauga Community Recreation Center
- Tuscola Baseball and Softball Fields
- State Veterans Cemetery Expansion
- Mountain Creek Apartments
- Tuscola High School Turf



HCC Driveway and Pedestrian Project - Clyde, NC



Gorges State Park - Transylvania County, NC



Waynesville Inn and Golf Club - Waynesville, NC



Greg Hoffman, P.E.
Director of Design

Education

Rutgers University
B.S. Civil Engineering

Registrations

Registered Professional Engineer
North Carolina PE # 035093 (2008)
South Carolina PE # 33814 (2016)
Georgia PE # 043123 (2018)
Pennsylvania # 092103 (2021)

Experience

21 Years in the Industry
7 Years with Civil Design Concepts

Project Experience

- Watauga Community Recreation Center
- WCU Pedestrian Bridge
- Pisgah High Baseball Field
- Pisgah High Memorial Stadium Project
- Tuscola High Turf Project
- WCU STEM Building
- NC State Veterans Cemetery
- Wesley Grant Community Recreation Center Expansion



Hawthorne at Mills Gap Apartments- Asheville, NC



Wesley Grant Community Recreation Center - Asheville, NC



Watauga Community Recreation Center - Boone, NC





Jason Pass
Director of Construction

Education

Appalachian State University

Experience

20 Years in the Industry

14 Years with Civil Design Concepts

Project Experience

- Wesley Grant Community Recreation Center Expansion
- Watauga Community Recreation Center
- WCU - Norton Intramural Fields
- Waynesville Inn & Golf Club
- Parham Park
- Lake Julian Price Park
- Tuscola Baseball and Softball Fields
- Pisgah High School Stadium Project
- WCU - STEM Building
- WCU - Upper Campus Residence Hall
- Gorges State Park
- Haywood Community College Workforce Training Center
- UNC Asheville - Rhoades Hall



WCU Pedestrian Bridge - Cullowhee, NC



Bethel Middle School Turf - Bethel, NC



Noble Residence Hall - Cullowhee, NC



Team Approach

The Town of Waynesville's Greenway project presents an exciting opportunity to repair and enhance pedestrian connectivity, promote sustainability, and provide valuable recreational space for the community. This project is particularly important as it aims to restore and improve greenway infrastructure that was damaged by the impacts of Hurricane Helene. Civil Design Concepts (CDC) is proud to lead this vital repair and enhancement effort, bringing together an experienced team to create a greenway that will not only serve as a key link between neighborhoods, parks, and essential services but also ensure resilience against future weather events.

Under the leadership of Principal Patrick Bradshaw, P.E., CDC's team will provide comprehensive services, ensuring the successful design, construction administration, and project closeout. Our approach will prioritize accessibility, environmental sustainability, and long-term functionality to create a greenway that meets the current and future needs of the Waynesville community.

Patrick Bradshaw, P.E., Principal of CDC, will provide overall strategic oversight for the greenway project. Patrick has extensive experience in civil engineering and a strong track record of successful collaboration with local governments and regulatory agencies. His leadership will guide the project from initial design through construction, ensuring alignment with Waynesville's vision and addressing challenges related to permitting, topography, and environmental factors.

Greg Hoffman, P.E., CDC's Project Manager, will oversee the day-to-day management of the greenway project. With a proven ability to manage complex projects, Greg will ensure that the greenway design remains on schedule and within budget. His attention to detail and commitment to quality control will ensure that the project stays on track, meeting regulatory requirements and aligning with community goals.

Jason Pass, CDC's Director of Construction, will oversee the on-site implementation of the greenway project. Jason's expertise in construction management will ensure that all aspects of the construction are completed according to design specifications. His role will include on-site problem-solving, coordinating with contractors, and ensuring that the greenway is constructed efficiently and with a high level of quality.

Paul Fama, P.E., CDC's Structural Engineer and Bridge Design Specialist, will provide critical design expertise for any necessary bridges or structural components of the greenway. Paul's focus on safety and durability will ensure that any structural elements are integrated seamlessly into the greenway, providing a safe and functional space for pedestrians and cyclists.

Our team's success lies in our collaborative approach. Each team member brings specialized expertise to the project, and we emphasize open communication, proactive problem-solving, and a commitment to innovation. Under Patrick Bradshaw's leadership, the team will work together to ensure that the Town of Waynesville receives a greenway that is not only functional and resilient but also a beautiful and sustainable asset to the community.

This greenway is more than an infrastructure project; it's a chance to enhance community connectivity, promote healthy lifestyles, and provide a lasting asset for future generations. Civil Design Concepts is committed to delivering a greenway that the Town of Waynesville can be proud of for years to come.





FAMA

STRUCTURAL ENGINEERING

Fama Structural Engineering opened its doors July 1st, 2023, with a mission to deliver high-quality structural engineering consulting services to clients across North Carolina, South Carolina and Tennessee.

Paul Fama, P.E.

PO BOX #304, Hazelwood, NC 28738

(828) 734-6326 | dpf@fse-pc.com

Paul is the President of Fama Structural Engineering PC. He has over 17 years of experience in structural engineering and has been working in the construction industry for over 25 years. His responsibilities include direct project management, and structural analysis as required on a variety of educational, government, industrial, commercial, and institutional projects. Responsibilities also include production of drawings, writing specifications, condition assessments, technical studies and forensic investigations, as well as construction contract administration.

Work Experience

- **Fama Structural Engineering PC | President**
Waynesville, NC | June 30, 2023 – Present
- **SKA Consulting Engineer, Inc. | Asheville Structural Manager**
Asheville, NC | May 2018 – June 30, 2023
- **Balsam Mountain Preserve | Habitat Review Board Administrator**
Sylva, NC | January 2019 – Present
- **SKA Consulting Engineer, Inc. | Project Engineer**
Asheville, NC | May 2008 – May 2018
- **New Castle Design Group, PLLC | Project Engineer**
Asheville, NC | May 2007 – May 2008
- **Clemson University | Research Assistant**
Clemson, SC | August 2006 – May 2007
- **Muirhead Builders, Inc. | Carpenter**
Waynesville, NC | June 2005 – December 2007
- **Brasfield & Gorrie, LLC | Construction Project Manager Assistant**
Raleigh, NC | December 2003 – December 2004
- **Town of Waynesville | Street Construction Department**
Waynesville, NC | May 2000 – August 2002

Section 2

project experience





Project Dates

Design began in 2019
Completed in 2020

Project Cost

\$428,000

Project Staff / Roles

Patrick Bradshaw, P.E.

Principal

Greg Hoffman, P.E.

Principal

Jason Pass

Construction Manager

Client Contact

Brek Lanning,

AIA LEED AP

Director of Campus
Development

185 Freedlander Drive
Clyde, NC 29721

(828) 565-4027

Haywood Community College *Sawmill Drive Pedestrian / Roadway Project*

Civil Design Concepts (CDC) is proud to have partnered with Haywood Community College on the enhancement of its central roadway and pedestrian thoroughfare, located in Clyde, NC. This project not only improved the functionality of campus infrastructure but also elevated the aesthetic quality of the area. As the lead civil/site engineer, CDC provided a comprehensive range of services, from design through construction administration, ensuring that the final result met both the college's needs and regulatory requirements.

CDC's scope of work included the full suite of site development services, such as preparing site plans, grading plans, and stormwater management designs. We conducted a thorough analysis of the existing conditions and implemented an innovative approach to stormwater quality management, ensuring the project met all environmental regulations while maintaining aesthetic integrity. Our team successfully navigated the permitting process, securing all necessary approvals, including zoning compliance, from local authorities.

Our site civil design expertise also extended to project management, where CDC took a hands-on approach to ensure the project's success. We provided regular construction observation reports, supervised off-site utility coordination, and maintained close communication with contractors to ensure seamless execution. Throughout the project, we emphasized the importance of delivering high-quality results on time and within budget.

This project reflects CDC's ability to manage complex civil design work and deliver results that not only meet functional needs but also enhance the community environment. Our team's comprehensive approach to site design and construction management ensures that every project we undertake is executed with the highest level of professionalism and care.





Town of Montreat and Black Mountain NC-9 Sidewalk Project

Civil Design Concepts (CDC) collaborated with the Towns of Montreat and Black Mountain on a pivotal sidewalk infrastructure project aimed at enhancing pedestrian connectivity between the two communities. This initiative involved the development of a comprehensive five-phase master plan for sidewalk design and construction, strategically aligned with the towns' budget cycles.

Throughout the project, CDC worked closely with the North Carolina Department of Transportation (NCDOT) to secure necessary driveway and road permits, ensuring compliance with state regulations. Our scope of work encompassed detailed stormwater management designs and meticulous erosion control planning, addressing environmental considerations and promoting sustainable development.

A hallmark of CDC's approach is our commitment to fostering strong relationships with stakeholders. This was exemplified by our successful negotiation of approximately 30 easements with adjacent property owners, facilitating the seamless execution of the project. The extensive coordination and collaboration culminated in the creation of a vital pedestrian link—a scenic walking path that now unites the Towns of Montreat and Black Mountain.

This project underscores CDC's civil and site engineering expertise, particularly in developing interconnected pedestrian pathways. Our experience in managing multifaceted projects, from initial planning through to construction, positions us as an ideal partner for the Town of Waynesville's greenway initiatives. We are adept at navigating complex regulatory landscapes, engaging effectively with diverse stakeholders, and delivering infrastructure solutions that enhance community connectivity and quality of life.

Project Dates

Design began in 2012
Completed in 2021

Project Cost

\$700,000

Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Principal
Jason Pass
Construction Manager

Client Contact

Alex Carmichael
Town of Montreat
Town Administrator
PO Box 423
Montreat, NC 28757
(828) 669-8002



South Bear Creek Apartments

Catalyst Capital Partners

Civil Design Concepts (CDC) is proud to lead the civil engineering and site development for the 20 South Bear Creek project in West Asheville. A key feature of this transformative development is the creation of a mile-long greenway, representing a \$600,000 investment. This greenway is designed to integrate seamlessly with future expansions of city and county greenway systems, enhancing connectivity for both residents and the broader community.

The 55.4-acre development encompasses 660 residential units, including two housing phases and a senior living phase, fostering a diverse, multi-generational community. CDC's design emphasizes recreational opportunities and equitable access, incorporating pedestrian and bicycle pathways that link residents to green spaces and essential services.

In our commitment to environmental stewardship, CDC has ensured that the development will not adversely impact wetlands, with the access road off South Bear Creek elevated out of the floodplain. Our stormwater management system exceeds local requirements, promoting sustainable water treatment and flood prevention. Additionally, we have guided the developer through the complex entitlement process, securing a Conditional Use Permit and coordinating with local authorities to ensure regulatory compliance.

This project not only addresses the pressing need for residential options in West Asheville but also enriches the community with green spaces and infrastructure improvements, exemplifying CDC's expertise in integrating sustainable development with community enhancement.

Project Dates

Design began in 2019
Construction in Progress

Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Principal
Jason Pass
Construction Manager

Project Cost

\$80,000,000

Client Contact

Catalyst Capital Partners
AJ Klenk
1600 Camden Rd.
Suite 200
Charlotte, NC 28803
704.705.1665
aj@catalystcp.com



NC Parks and Recreation

Gorges State Park

The project was a comprehensive endeavor that involved designing and constructing a modern campground facility. Our team provided site design and Construction Administration services. The campground boasts numerous thoughtfully planned campsites, strategically situated within the park's picturesque landscape.

The scope of our work encompassed site development, roadway design, erosion control, stormwater management, and on-site sewer system design. We were responsible for overseeing the campground planning and contract management to ensure the successful execution of the project. Our objective was to create a campground facility that offers a diverse range of camping experiences while integrating harmoniously with the natural surroundings of Gorges State Park.

Public involvement was a key aspect, with stakeholder engagement and feedback sessions shaping the campground's design. The campground development took into account the unique challenges posed by the park's steep terrain and natural surroundings. Our team devised innovative solutions, including the design of a 16' wide bottomless arch culvert, to accommodate and manage water flow in the hilly landscape effectively. The campground offers diverse camping experiences while respecting the park's ecological balance, enhancing Gorges State Park's appeal as a premier outdoor destination.

Project Dates

Design began in 2020
Completed in 2022

Project Cost

\$4,800,000

Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Project Manager
Jason Pass
Construction Manager

Client Contact

NC Division of
Parks and Recreation
Erin Lawrence, P.E.
121 West Jones St.
Raleigh, NC 27603
919.814.6613
Erin.Lawrence@ncparks.
gov

**Project Dates**

Design Began in 2022
Construction in Progress

Project Cost

\$3,700,000

Project Staff / Roles

Patrick Bradshaw, P.E.
Principal
Greg Hoffman, P.E.
Project Manager
Jason Pass
Construction Manager

Client Contact

Western Carolina
University
Joe Walker, P.E.
Associate Vice
Chancellor for
Facilities Management
3476 Old Cullowhee Rd
Cullowhee, NC 28723
jwalker@email.wcu.edu
(828) 227-7411

Western Carolina University

Norton Intramural Fields

The Norton Intramural Field project at Western Carolina University is a transformative initiative to enhance the campus's recreational facilities. The development includes three state-of-the-art intramural fields located in front of Norton Residence Hall. This project requires civil/site engineering expertise to address critical components such as site grading, stormwater management, erosion control, irrigation, and sports field lighting. The fields are designed to support a variety of sports and recreational activities, ensuring they meet the needs of the university's diverse student body.

A notable feature of the project is the construction of a 2,600-square-foot storage building with integrated restrooms, situated adjacent to the fields. This single-story facility will provide essential amenities and support for students and staff, enhancing the overall functionality of the recreational space.

Civil Design Concepts is employing precise grading techniques to create level, well-drained playing surfaces while implementing stormwater and erosion control measures to ensure sustainability and environmental compliance. Our team is also coordinating the design and installation of irrigation systems and sports lighting to optimize usability and safety for day and night activities.

The Norton Intramural Field project will elevate the campus experience at Western Carolina University, delivering premier recreational facilities that promote healthy lifestyles for students and staff alike.

References

Town of Waynesville

*Elizabeth Teague
Development Services Director
9 S. Main St.
Waynesville, NC 28786
(828) 456-2004*

Western Carolina University

*Joe Walker, P. E.,
Associate Vice Chancellor
of Facilities Management
3476 Old Cullowhee Rd
Cullowhee, NC 28723
(828) 227-7411*

Haywood County Schools

*Dr. Trevor Putnam
Superintendent
1233 N. Main St.
Waynesville, NC 28786
(828) 456-2400*

Haywood Community College

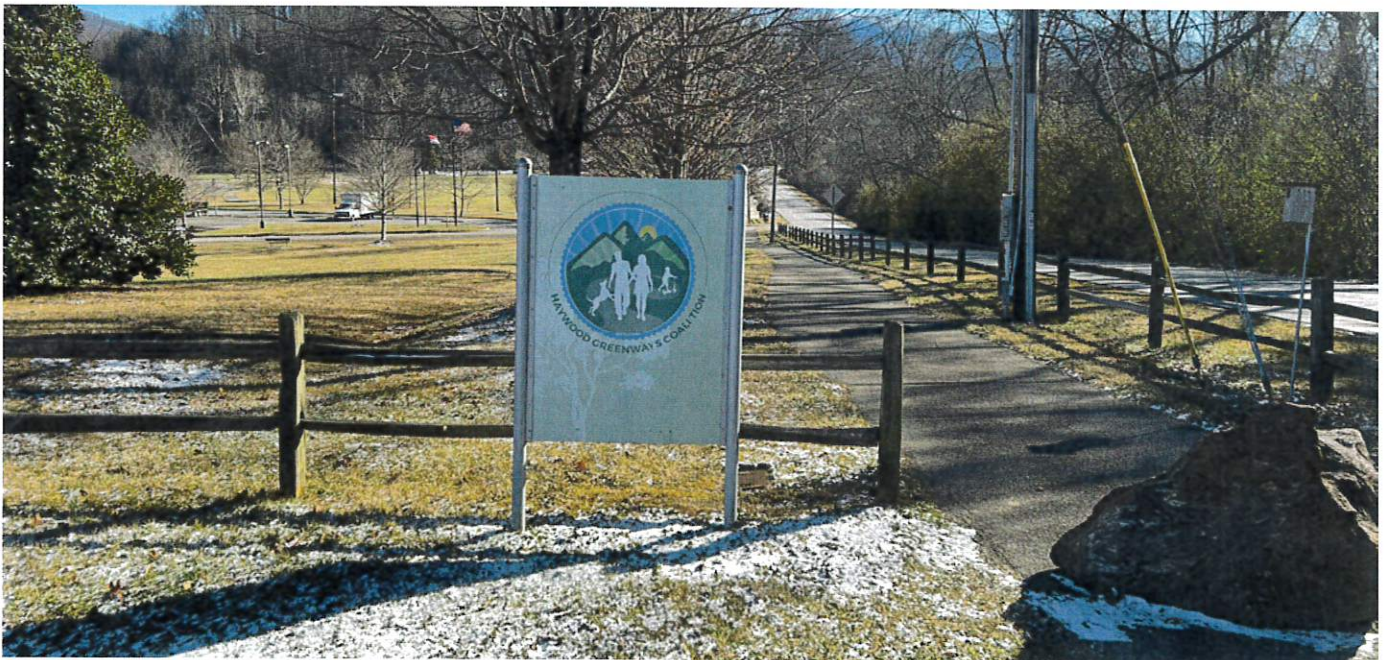
*Brek Lanning, AIA LEED AP
Director of Campus Development
185 Freedlander Dr.
Clyde, NC 29721
(828) 565-4027*

Watauga County

*Deron Geouque
County Manager
814 W. King Street
Suite 205
Boone, NC 28607
(828) 265-8000*

Junaluska Sanitary District

*Josh Nickol
General Manager
558 Old Clyde Rd.
Clyde, NC 28721
(828) 452-1178*



Civil Design Concepts Approach

Project Overview

The greenway will serve as a key recreational and transportation route, providing vital connections between existing and planned parts of the town's pedestrian network. CDC's team will work closely with the Town of Waynesville to design and construct a multi-use path that caters to both cyclists and pedestrians, while integrating critical environmental considerations to prevent future flooding and stormwater impacts.

Project Kickoff and Coordination

The project will begin with an initial coordination meeting involving the Town of Waynesville, CDC, and all key stakeholders to align on the project's objectives. During this meeting, we will finalize the project schedule, define roles, and establish clear lines of communication to ensure an efficient and collaborative process.

Site Assessment and Due Diligence

A comprehensive site assessment will be performed, led by Dallas Gordon, PLS, of Ed Holmes and Associates, to evaluate the existing conditions, including topography, utilities, and environmental factors. This phase will also include floodplain analysis and geotechnical evaluations, ensuring that the greenway is developed on solid ground and equipped to manage stormwater appropriately.

Conceptual Design Development

Our design team, led by Patrick Bradshaw, P.E. (Principal) and Greg Hoffman, P.E. (Project Manager), will develop a conceptual design that integrates the greenway seamlessly into the surrounding environment. Emphasis will be placed on functionality, durability, and aesthetics, with careful attention to the terrain, existing vegetation, and any necessary flood mitigation measures. This design will include pathways that not only serve the immediate community but are also designed to connect with future greenway phases as the town grows.

Design Development and Construction Documents

Following the conceptual phase, CDC will prepare detailed engineering plans, including grading, stormwater management, utilities, and structural elements. We will focus on sustainable design solutions, ensuring that the greenway accommodates foot and bike traffic while minimizing environmental impact. Paul Fama, P.E. (Structural Engineer/Bridge Design) will ensure that any structural elements, including bridges or boardwalks, are safe, functional, and in harmony with the overall design.

Permitting and Compliance

CDC will manage the permitting process to ensure the greenway complies with local, state, and federal regulations, including any applicable FEMA requirements for flood management. We will coordinate closely with the Town of Waynesville and regulatory agencies to facilitate smooth approvals and prevent delays.

Bidding and Contractor Selection

Once construction documents are finalized, CDC will assist the Town in preparing bid packages, hosting pre-bid meetings, and evaluating bids. We will help identify the most qualified contractors who share our commitment to quality and efficiency.

Construction Administration and Oversight

During construction, Jason Pass, Director of Construction at CDC, will provide oversight to ensure that the project progresses according to schedule, budget, and design specifications. We will conduct regular inspections, review submittals, and manage change orders as needed, maintaining high standards throughout the process.

Project Close-Out

Upon completion of the greenway, we will ensure that final inspections are conducted, as-built drawings are prepared, and all punch-list items are addressed. We will assist the Town of Waynesville with all necessary compliance documentation and facilitate a smooth transition to the operational phase.

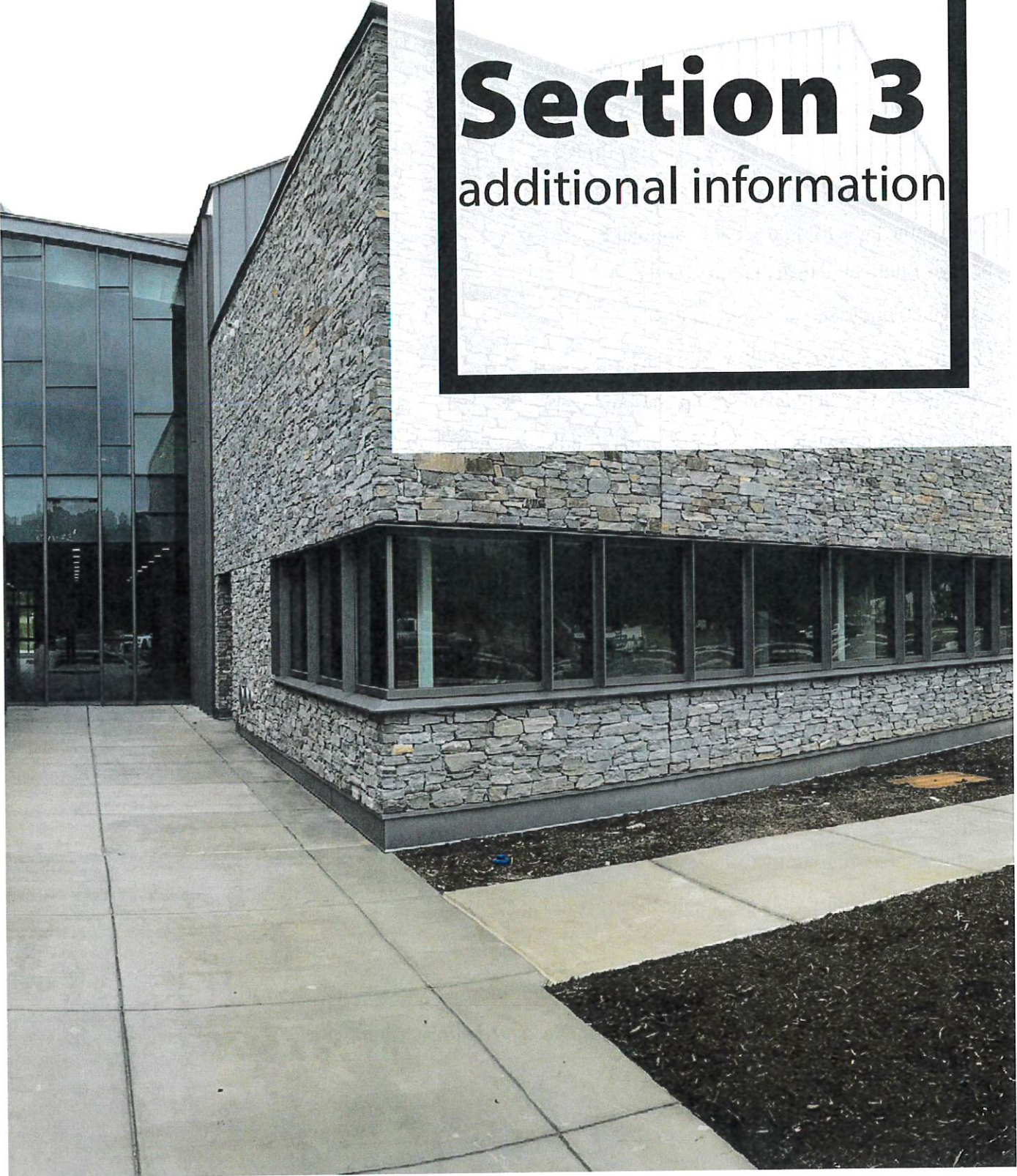
Commitment to Success

CDC's collaborative approach and commitment to sustainability, innovation, and quality make us an ideal partner for the Town of Waynesville's Greenway project. Our team is excited about the opportunity to contribute to the town's growth and the enhancement of its pedestrian network. We look forward to working closely with the Town to create a greenway that will serve as a vital connection for the community for years to come.

List of Public Projects

Public Projects Awarded

As Lead Design Firm
Pisgah High School and Canton Middle School Baseball and Softball Fields
Western Carolina University - Norton Intramural Fields
Buncombe County - Sports Complex Turf Project
Tuscola High School - Baseball and Softball Fields
North Buncombe Middle School - Softball Field
Bethel Middle - Football Stadium Project
Asheville Middle School - Softball Fields
Lake Junaluska - Asset and Inventory Study
The Town of West Jefferson - Pump Station
Western Carolina University - Engineering Building Advanced Planning
Western Carolina University - Forensics Study Area
Western Carolina University - Joyner Drive
As Civil Consultant
Western Carolina University - Athletics Facilities Planning
City of Asheville - Azalea Park
AB Tech - Master Plan
Caldwell Community College - Health Science Building
Mitchell County Middle School
Madison County - Fleet Service Complex
Southwestern Community College - Firing Range
Mitchell Community College - Public Safety Training Facility
Valle Crucis School
Haywood County Schools - Educational Support Building
Haywood Community College - Workforce & Industry Training Center
Ashe County Middle School
AB Tech - Enka Campus



Section 3

additional information

Hourly Rates

Project Manager	\$175/hr
Senior Project Engineer	\$140/hr
Associate Project Engineer	\$110/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$100/hr
Civil Engineer Technician	\$ 90/hr
Construction Inspector	\$ 85/hr
Office Administrator	\$ 60/hr
FSE Bridge / Structural Engineer	\$175/hr

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost. These rates are valid through December 31, 2025 at which time they may be revised to reflect our current billing rates.



Litigation History

To Whom It May Concern:

Civil Design Concepts affirms that the firm has no history of litigation associated with project performance, professional liability, or any matters settled out of court.



Patrick Bradshaw, P.E.
Civil Design Concepts, PA
168 Patton Ave.
Asheville, NC 28801
828-252-5388
patrick@cdcgo.com

Certification Statement

To Whom It May Concern:

I hereby certify that the information contained in this proposal is true, accurate, and complete to the best of my knowledge and belief. I understand that any falsification, misrepresentation, or omission of information may result in disqualification or other consequences, and I make this certification under the penalties of perjury.



Patrick Bradshaw, P.E.
Civil Design Concepts, PA
168 Patton Ave.
Asheville, NC 28801
828-252-5388
patrick@cdcgo.com



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168 Patton Avenue Asheville, NC 28801

Waynesville Office • 828.452.4410
52 Walnut Street, Suite 9 Waynesville, NC 28786

www.cdngo.com

Town of Waynesville

Architectural / Engineering Design and Construction
Administration for Town of Waynesville Greenways

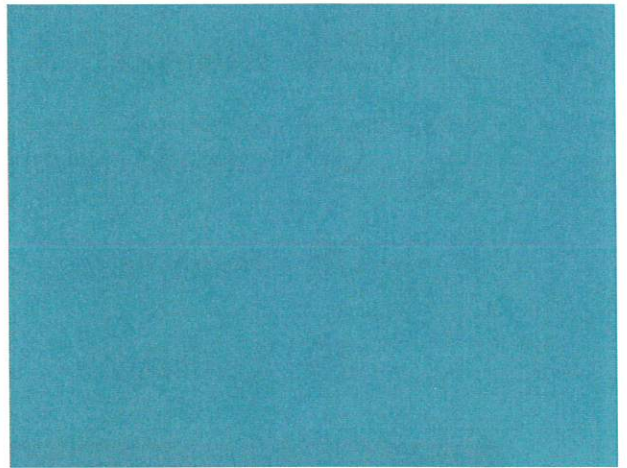




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PREPARED FOR

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

PREPARED BY

McGill Associates, PA
55 Broad Street
Asheville, NC 28801
828.252.0575
mcgillassociates.com



January 21, 2025

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

RE: Statement of Qualifications
Architectural / Engineering Design and Construction Administration for Town of Waynesville Greenways

Dear Ms. Love:

When Hurricane Helene hit Western North Carolina in September of 2024, it damaged the greenway in Waynesville, North Carolina. The 4.8 mile greenway used to provide space for people to walk, bike, and run alongside the Richland Creek; since the storm, the greenway has been unusable. McGill Associates, PA (McGill) understands how a greenway can benefit the community its in, and we want to help Waynesville restore the their trail so that residents and visitors can return to using it for outdoor recreation. McGill was founded on principles of service and client loyalty; those principles continue to drive our organization today. We intend to develop strong working relationships with our clients, earning their confidence and respect by exhibiting professionalism, personal integrity, innovation, and character. As you review our submittal, please consider the following key factors:



Proximity: With our proximity to the Town of Waynesville, our team has the ability to respond to any need within 30 minutes or less. Project Liason, Mark Cathey, lives three miles from the project location; Construction Field Representative, Greg Harvey, lives within ten minutes of the project site. Our team will be accessible to Town staff and will have the flexibility to make site visits and attend meetings on short notice.



Qualified Team: Our team has experience providing successful, award-winning landscape architecture, greenway and park design, and engineering services. For decades, we have employed skillful, attentive, and dedicated team members with the capability to successfully manage municipal project challenges. For more insight into how we accomplish this, we encourage you to contact our references, which are listed on page 27.



In-House Services: McGill's extensive experience in land planning, civil / site, water resources, stormwater, environmental, surveying, and construction fields makes us the logical choice to perform the wide array of engineering and administrative tasks required for this project. By offering all services in house, we will be able to significantly speed up the process.

Our team's interest in this project goes beyond the professional gratification of performing excellent consulting work. North Carolina is our home, and we are proud of our long history of commitment to our community. Our team would be pleased to have the opportunity to discuss our qualifications with you further. If you have any questions, please do not hesitate to contact us by phone at 828.252.0575 (Mark Cathey) and 828.328.2024 (Mike Norris) or by email at mark.cathey@mcgillassociates.com and mike.norris@mcgillassociates.com. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA

MARK CATHEY, PE
Principal / Vice President / Regional Manager

MICHAEL (MIKE) J. NORRIS, PLA
Land Planning and Recreation Practice Area Leader

01 | Firm Overview

At a Glance

Legal Name: McGill Associates, PA

Incorporated / Year: 1984

Engineering Firm Licensure:

NC #C-0459, VA #0407006640,
TN #5597

Landscape Architecture Firm Licensure:
NC #C-295, SC #2761, TN #5597

Contacts



Mark Cathey, PE

Principal / Vice President /
Regional Manager

mark.cathey@mcgillassociates.com



Mike Norris, PLA

Land Planning and Recreation
Practice Area Leader

mike.norris@mcgillassociates.com



Local Office

55 Broad Street, Asheville, NC 28801
828.252.0575

Office Locations








How We're Different







McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, and consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

What We Do

-  Land Planning and Recreation
-  Water and Wastewater
-  Civil Engineering
-  Water Resources
-  Electrical Engineering

-  Mechanical, Electrical, and Plumbing
-  Surveying
-  Construction Administration
-  Solid Waste
-  Environmental
-  Consulting Services



Company Principals



Andy Lovingood, PE
Principal / President
Andy provides leadership for our core services and all offices.

He has over 30 years of consulting engineering experience and has been the guiding force behind some of McGill's most noteworthy projects.

Licensure PE: NC #023024;
GC: NC #47102



Joel Storrow, PE
Principal / Past President
Joel has a background in engineering design and project / corporate

management. He focuses on building client relationships and business development. **Licensure**

PE: NC #014774, TN #118763,
VA #61637, KY #14566, GA #020871



Danny Bridges, PE
Principal / Vice President (VP)
Danny has spearheaded McGill's work in

Virginia as the commonwealth's Regional Manager. He has built strong relationships with our clients through his 36 years with the firm.

Licensure PE: NC #016732,
VA #58652



Keith Webb, PE
Principal / VP
Keith is recognized for delivering solutions with his innovative,

cost-effective design strategies. With over 40 years of experience, his commitment to client involvement in the planning and decision-making process results in successful projects.

Licensure PE: NC #012809, TN #107507, SC #10359



Mark Cathey, PE
Principal / VP
Mark joined McGill as an Engineering Associate and now

serves as Vice President and Regional Office Manager, where he oversees the operations of McGill's largest office. Mark strives for perfection and provides excellent service. **Licensure** PE: NC #024993, TN #114634, VA #54639, SC #28749



Doug Chapman, PE
Principal / VP
Doug's contributions to the McGill team include his dedication to

client relations, technical expertise and innovative thinking. As Vice President and Regional Manager, he is responsible for the central region of North Carolina.

Licensure PE: NC #020622



Michael Hanson, PE, LEED AP
Principal / VP
Michael has over 33 years of experience

with civil and water resources engineering projects. He is the Regional Manager for McGill's eastern offices. **Licensure** PE: NC #030624 (plus 7 additional states); LEED AP: National #10445033



Nancy Whitman, CPA
Principal / VP of Finance
Nancy is responsible for the overall financial management of the

firm, which includes accounting, financial planning, and analysis. Nancy has managed the firm's financial responsibilities for over 28 years. **Licensure** CPA: NC; CDA



Jamie Carden, PE
Principal
Jamie's background allows him to understand clients'

perspectives and successfully manage projects from inception to completion. He focuses on analyzing problems with existing systems and creating sustainable solutions.

Licensure PE: TN #106014



Michael Norton, PE
Principal
Michael oversees

the engineering and regulatory aspects that guide use toward achieving successful project outcomes. He strives to enrich the communities he serves, while always upholding the standards of the profession. **Licensure** PE: NC #025856, SC #23041



David Honeycutt, PE
Principal
Over his 19-year career at

McGill, David has worked his way up from Project Engineer to Pinehurst Office Manager. David pays excellent attention to detail, while retaining a big-picture view to create solutions for client needs.

Licensure PE: NC #034999



Bob Miller, PE
Principal
Bob has excelled as

a project manager and oversees geo-environmental projects, as well as other programs in the Raleigh market. He has a proven record of success in business operations and strategic development. **Licensure** PE: NC #017147, SC #18581

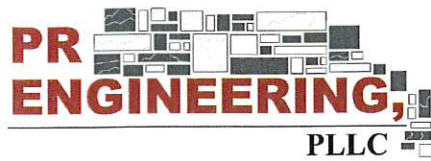


Forrest Westall, PE
Principal
Forrest has extensive

experience in water quality management and has helped develop and administer many North Carolina Water Quality programs. He understands the laws, regulations, and processes that guide water management. **Licensure** PE: NC #009033, TN #109877



Subconsultant



Contact

Preston Gregg, PE, Principal
preengineering@outlook.com

Office Location

5720 Six Forks Road, Suite 203
Raleigh, NC 27609
828.400.9353
dryemcglamery.com

Specializations

- Building information modeling
- Bridge design
- Structural steel design and analysis
- Reinforced concrete design and analysis
- FRP design
- Timber design and analysis
- Finite elemental structural frame analysis

PR Engineering, PLLC

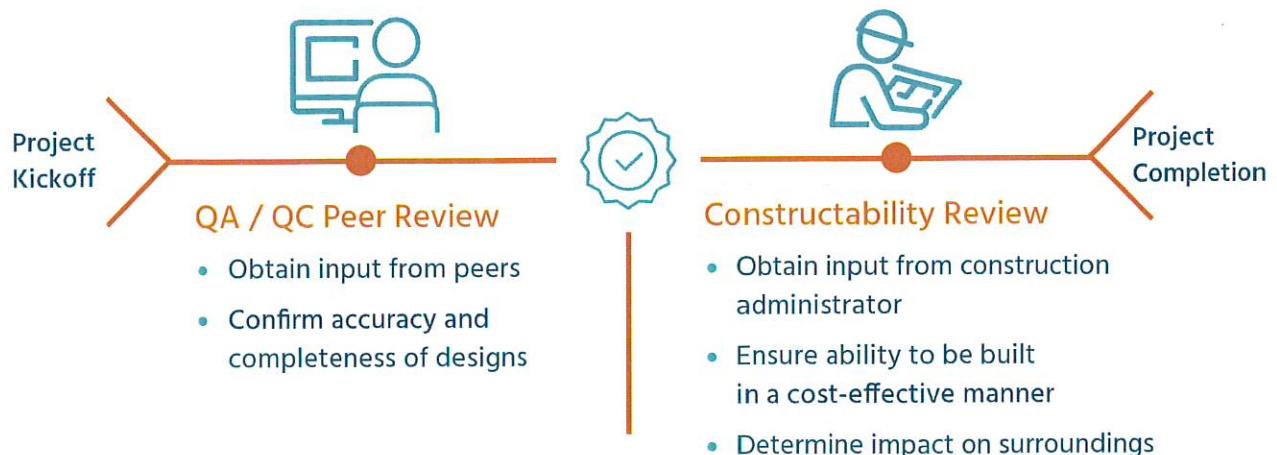
Services for this Project: structural engineering

PR Engineering, PLLC (PRE) offers engineering design and consulting services primarily in Western North Carolina. The firm brings field experience to the design process through licensed professional engineers with a broad range of experience in the construction industry. PRE is licensed in North Carolina and has teamed with Drye McGlamery Engineering, PLLC (DME) who holds expertise in design and analysis of structural steel, reinforced concrete, masonry, fiberglass reinforced plastic (FRP), bridges, buildings, and wood structures.

The PRE team and staff have participated in the design, drafting, project management, and / or construction administration in a wide variety of project sectors. The firm has been involved in every phase of a project from providing expertise and recommendations during due diligence and conceptual planning to technical review and direction during construction implementation.

PRE staff has had conversations with the Town of Waynesville staff members to better understand their recreational needs for the renovation of the dog park, softball fields, and greenways.

Quality Assurance / Quality Control (QA / QC)



02 | Project Understanding and Approach

Project Understanding

McGill understands that this greenway project will consist of demolition and reconstruction of two sections of pedestrian greenway. During this project, McGill will assist with developing plans, specifications, permits, and providing construction phase services for the following:

- Conducting site investigations
- Providing schematic design
- Providing design development services
- Providing construction documents
- Assisting with cost estimating, bidding, and construction administration tasks

The contractor will be responsible for the following:

- Removing damaged footbridges
- Removing and replacing damaged impervious surfaces
- Reconstructing the greenway surfaces that have been damaged

Greenway Feasibility Study

An effective greenway feasibility study utilizes a flexible approach to adapt to available funding that still brings value to the community. There is always a tradeoff between schedule, budget, and resources and a flexible approach creates more value to future users. There often is not one primary corridor that prevails above the rest based on the available data, rather there are multiple corridors which warrant evaluating the pros and cons of each.

Evaluation alternative to the previous alignments may offer the Town greater flexibility; however, this approach must also adopt a plan that will facilitate the Town's acquisition of real estate for the greenway (right-of-way or easements) from future developers seeking rezoning approvals of properties.

Our Process



Kickoff

We get to know your needs and the needs of your community or customers.



Engineering Design

We utilize skill and experience to create the best design for your project.



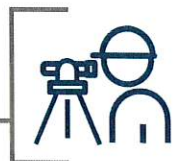
Bidding Assistance

We prepare documentation for bidding and funding applications.



Closeout and Inspection

Upon completion, we ensure all deliverables are met.



Site Evaluation

Our project manager will gather data on the project and assess the site.



QA / QC

McGill ensures the highest quality end results using established QA / QC procedures.



Construction Oversight

Our construction field representatives maintain control over the project and communication with partners.



Celebration

Our marketing team is here to highlight your successful project.

Project Approach

McGill's approach in preparing the Town of Waynesville Greenways design and providing associated construction services is comprehensive, and addresses the necessary elements and objectives of the planning and design process. Our approach is based on the Town's Request for Qualifications (RFQ) details, previous work associated with similar projects, preliminary reviews with regulatory personnel, site visits and unique familiarity with the project area and design needs to meet goals.

Schematic Design Phase (25% progress complete):

We will

- Review any existing project studies and specific design parameters with the Town of Waynesville and appropriate stakeholders
- Identify and locate relevant site parameters, potential constraints, and conduct a wetland delineation survey
- Conduct an existing conditions field survey
- Conduct a thorough evaluation of the project site, inclusive of related correspondence with Town staff, stakeholder group, and other appropriate parties including the North Carolina Department of Environmental Quality (NCDEQ) and United States Army Corps of Engineering (USACE)
- Prepare schematic site plan layout of the horizontal control, dimensions, zoning, setbacks, structures, landscaping, lighting, amenities, parking, and development data in accordance with requirements of the Town of Waynesville Unified Development Ordinance (UDO)

- Complete preliminary site grading, storm drainage methods, storm water control measures, spot-grade elevations and plans
- Prepare the initial design parameters and supporting calculations sufficient for anticipating the size and locations of any permanent stormwater control measures
- Complete preliminary design evaluation of erosion control for temporary and permanent measures for all proposed disturbed areas on the project, and the initiation of applicable notes / details
- Provide schematics of all other site features, signage, and furnishings
- Coordinate geotechnical soil testing for drives, parking areas, and structures as needed
- Prepare an estimate of probable cost for the proposed project features and amenities
- Submit to Town for review prior to meeting with Town staff and stakeholders

Design Development (75% progress complete):

We will

- Incorporate schematic design comments from Town review into design plans
- Evaluate alternatives to determine final design approach relative to any areas of concern
- Coordinate all final design activity needs with subconsultants, Town departments, regulatory agencies, and others as appropriate
- Transition all preliminary plans from schematic design phase into design plans, incorporating drafts of specifications and construction details
- Submit design development plans and estimate of probable cost to Town staff for review prior to meeting with Town staff

Our Commitment To You



McGill is committed to providing innovative and efficient engineering to our clients. We strive to ensure each project is completed successfully through our diverse technical expertise, effective project management, and open communication methods.



**Technical
Expertise**



**Project
Management**



**Open
Communication**

Construction Documents (100% progress complete):

We will

- Incorporate design development comments from Town review into final construction documents
- Prepare detailed project drawings and specifications for the construction documents
- Coordinate the preparation of all final plans, details, calculations, specifications, and applications for regulatory submittals
- Review all final construction documents with Town and provide any further updates to previous estimates of probable cost

Bid Phase Services

McGill also typically manages the competitive bidding process, including distributing bid packages to prospective bidders, responding to bidder inquiries concerning technical aspects of the project, preparing any addenda to the bid packages, and attending the bid opening. Our staff can also conduct a pre-bid conference for all prospective bidders to review the project site prior to bid opening.

After the bid opening, McGill will review all bids for conformity, verify that the proposed contractor is appropriately licensed, and provide a letter of recommendation to the Town concerning acceptance of the lowest responsive and responsible bidder.

Construction Phase Services

Providing construction phase services for infrastructure projects is a core function of who we are at McGill. We have a dedicated team of professionals who administer the construction contract and observe progress. These staff members are not simply design team members who squeeze these tasks into their regular schedule; construction is what they do day in and day out. Our team handles meetings, requests for information (RFIs), applications for payment, change orders, shop drawings, performance testing, and observations.



Current conditions of the Town of Waynesville's Greenway



Thermal Belt Rail Trail

Town of Forest City

In recent years, Rutherford County and the communities of Forest City, Spindale, Rutherfordton, and Ruth (the Trail Partners) have recognized tourism is important to the local economy and that passive recreation benefits community health. The conversion of a portion of the Thermal Belt Rail Line to a trail system was identified as one such needed improvement.

McGill was hired in 2017 to prepare a master plan that included a linear park for the County's growing population. The eventual proposed project included a 13.58-mile, multiuse corridor that connects the Trail Partners. McGill used the master plan to help the Trail Partners secure \$5.35 million in funding for the construction of the project from multiple funding agencies.

McGill's master plan included public survey results, trailhead concepts, ideas for ancillary features, a dog park, signage and wayfinding, bridge concepts, and trail safety and transportation crossing concepts.

McGill developed the project's construction documents, managed permitting and bidding, and administered project construction. The project team and Trail Partners are pleased that the project has and continues to receive much community fanfare and support.

Services

- Bicycle and trail design
- Parks and trails amenities design
- Electrical system design
- Design document preparation
- Drone capabilities
- Grant compliance
- Bid phase services
- Construction management

Project Highlights

- Linear park
- Multiuse corridor
- Parks and Recreation Trust Fund (PARTF) funding assistance
- Working with multiple towns and cities
- Fitness stations
- Bike station
- Corridor plan
- Dog Park



Goat Island Park

Town of Cramerton

McGill provided planning, design, and construction phase services for Goat Island Park, a 30-acre island within the South Fork of the Catawba River. Goat Island Park – a signature project for the Town of Cramerton, Gaston County, and the Carolinas region at large – has a diverse selection of recreation opportunities for all ages. It serves as a key stopping point on the Carolina Thread Trail, which reaches 15 counties, over 2 states, with over 500 miles of greenways, blueways, and trails. One of the primary components of Goat Island Park is two pedestrian bridges that connect the downtown district and the neighboring residential community; this connection allows residents to access not only the island, but also other areas of Town through walking and bicycling.

Due to the nature of the site being an island, water-based recreation is a primary focus for the park. Facilities include a riverwalk, boat launch, fishing pier, adventure playground, 18-hole disc golf course, amphitheater, fitness pavilion, cornhole, picnic shelters, and walking trails. These amenities provide activities in the areas of water-based recreation, passive recreation, and family entertainment, as well as other recreational and educational programming events. Downtown Cramerton is a short walk over the main bridge from Goat Island Park, providing a wonderful link to the Town and a convenient location to hold community events. A portion of this project was funded through the North Carolina PARTF. McGill's team – comprised of our parks and recreation, civil engineering, and construction staff – is proud of this popular recreation asset that has transformed Cramerton into a regional destination.

Services

- Planning
- Greenway design
- Construction management

Project Highlights

- PARTF grant
- Riverwalk
- Two pedestrian bridges over the South Fork River
- Water-based recreation
- Fishing pier
- River access
- Disc golf course
- Playground
- Large picnic shelter (8 picnic tables)
- Small picnic shelter (4 picnic tables)
- Three permanent cornhole courts
- Two permanent ping-pong tables
- 18 hole disc golf course
- Walking trails (.5 miles)
- Amphitheater
- Adult fitness pavilion



Joseph McDowell Historical Catawba River Greenway Design

City of Marion

Phase 1 of the Joseph McDowell Historical Catawba Greenway consisted of the design, surveying, permitting, and construction engineering services for 4,600 LF of a 10-foot-wide asphalt greenway trail along the Catawba River in Marion. This phase required careful selection of the trail alignment to minimize the impact to the adjacent tree farm, as well as to provide easy access to the project, ample parking from US 70, and a number of boardwalk areas so the greenway can safely pass over sensitive wetland and native plant areas. Public input influenced the final project design.

McGill also provided design, survey, permit, and construction phase services on Phase 2, which traveled approximately 2,800 LF along the Catawba River and underneath the US 221 overpass; this required extensive coordination with North Carolina Department of Transportation (NCDOT). A new amphitheater feature was designed to stabilize the stream bank, additional boardwalk areas were built to protect sensitive habitat, and fitness stations were added. McGill assisted with the PARTF application for both phases.

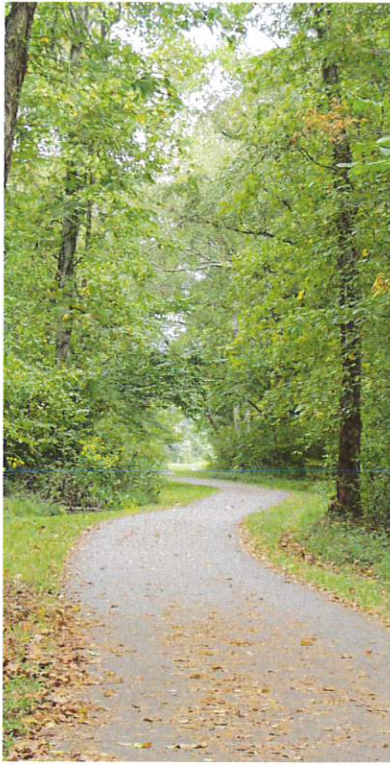
During Phase 3, McGill provided the design, permitting, hydraulic modeling, bidding, and construction administration services to extend the existing Joseph McDowell Historical Catawba River Greenway approximately 6,000 LF from the end of Phase 2 near McDowell High School to Old Greenlee Road, across the river from Tom Johnson's Camping World. This section of the greenway includes a 100-foot-long pedestrian bridge, which required detailed hydraulic modeling and permitting to evaluate the impacts to base flood elevations along Nix Creek and Catawba River. Other features for Phase 3 include an observation deck, canoe and kayak access improvements, picnic shelter, dog park, and trailhead parking with handicap accessibility.

Services

- Design (greenway design services)
- Preliminary studies
- NCDOT encroachments
- Hydraulic modeling
- Surveying
- Permitting
- Construction management

Project Highlights

- Greenway trail extension
- Boardwalk areas
- Trailhead parking with handicap accessibility
- Dog park
- PARTF application assistance
- Kayak and canoe access improvements
- Observation deck
- Picnic shelter
- Fitness stations
- Amphitheater
- Pedestrian bridge



Lenoir Lower Creek Greenway

City of Lenoir

The Lenoir Greenway is a system-wide, multi-use trail facility that spans approximately 12 miles. McGill helped the City design, permit, and administer construction for several phases of this project. The greenway was partially funded through NCDOT's Transportation Equity Act for the 21st Century (TEA-21) program and offers multiple connections to destinations, including the City soccer complex, County library, baseball complex, aquatic center, and residential neighborhoods.

Phase 2 included 783 LF of paved greenway with grading, concrete form work, retaining wall, asphalt paving, concrete paving, and related appurtenances located near Highway 321 along Zack's Fork Creek. McGill received public input through community meetings and surveys. Some of the key challenges included the design and permitting of a portion of the greenway that utilized an existing box culvert at the crossing of Highway 321. McGill coordinated extensively with numerous regulatory agencies to safely and effectively place a portion of the greenway in this challenging spot.

Services

- Trail design
- Permitting assistance
- Bidding assistance
- Construction management

Project Highlights

- Greenway space
- Grading
- NCDOT funding
- Pedestrian bridge



Brookshire Park Greenway

Watauga County

McGill helped Watauga County design and develop a major segment of greenway located parallel to the South Fork New River and passing under US Highway 421. The greenway is a 10-foot, multi-use trail, which connects the existing Brookshire Road Park to the trailhead parking on the south side of US 421, serving both pedestrian and bicycle users. The project was funded by NCDOT and required minimal design and construction requirements related to the existing bridge structure.

McGill also prepared construction drawings and specifications for 1,000 LF of greenway under the Highway 421 bridge from a canoe portage to the existing greenway at Brookshire Park. We previously completed recreation enhancements to the soccer fields.

A Conditional Letter of Map Revision (CLOMR) hydraulic study was completed to demonstrate that the proposed project would, upon construction, affect the hydraulic characteristics of the South Fork New River and would modify the existing regulatory floodway, effective base flood elevations, and the special flood hazard areas. A LOMR was completed to revise the effective Flood Insurance Rate Map and Flood Insurance Study, due to the new hydraulic characteristics of the South Fork New River.

Services

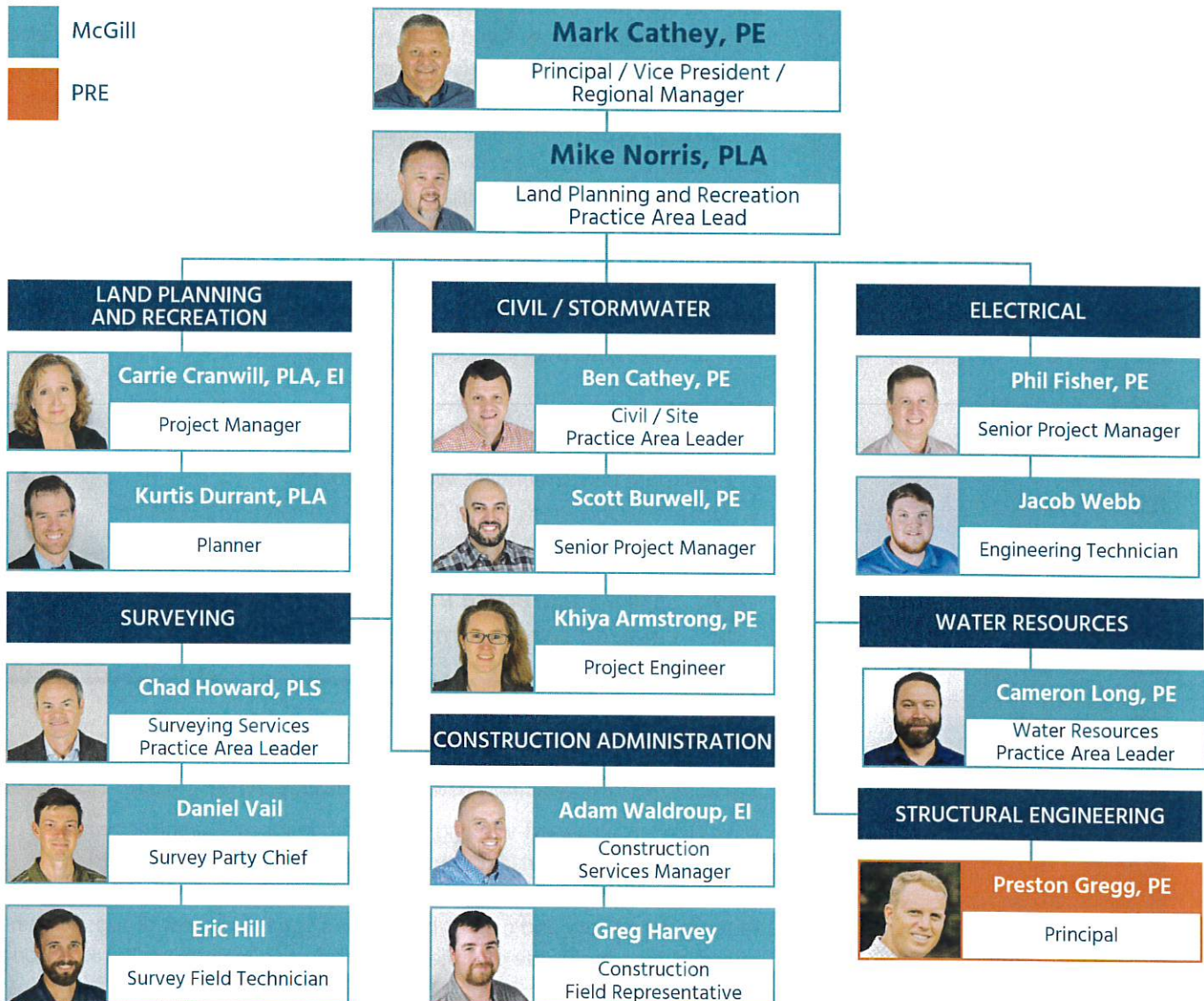
- Trail design
- Greenway design
- Permitting
- Bidding and award
- Construction management

Project Highlights

- Greenway underpass
- Hydraulic modeling
- NCDOT funding
- Stream restoration

04 | Project Team

Project Team





Education

BS, Civil Engineering,
Clemson University

Role for this project

Client Liaison

Professional Associations

- American Public Works Association (APWA)
- American Water Works Association (AWWA)



Mark lives three miles away from the project site, allowing him to arrive on short notice.

Mark Cathey, PE

Principal / Vice President / Regional Manager

Mark Cathey has 30 years of design and management experience with a strong background in civil and environmental engineering. He has managed a substantial number of engineering projects from concept to completion, including parks and recreation, sidewalks, storm drainage, and geographic information system (GIS)-related projects. Mark has developed a reputation for his ability to adhere to the client's needs and complete projects in a timely yet efficient manner. His vast background in Western North Carolina enhances his ability to understand the value of effective communication with local officials and communities for the projects he serves.

Professional Licensure

PE: NC #24993, SC #28749, VA #0402054639

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Brookshire Park Greenway, Watauga County
- Joseph McDowell Historical Catawba River Greenway Design, City of Marion



Education

BLA, North Carolina State
University (NCSU)

BEDA, Environmental Design in
Architecture, NCSU

Role for this project

QA / QC

Professional Associations

- North Carolina Recreation and Parks Association (NCRPA)
- Tennessee Recreation and Parks Association (TRPA)



Mike's expertise in land planning and recreation has helped shape communities for 27 years.

Mike Norris, PLA

Land Planning and Recreation Practice Area Leader

Mike Norris is an award-winning, registered landscape architect with extensive experience in landscape and gateway design services. His experience includes projects of all sizes, working with community groups, municipal staff, city and county boards, and special interest groups to gain approval for a multitude of projects. Mike aims to maintain cultural, historical, and sustainable aspects in each of his design endeavors.

Professional Licensure

PLA: NC #1048, SC #1016, TN #836, VA #0406002243

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Joseph McDowell Historical Catawba River Greenway Design, City of Marion
- Brookshire Park Greenway, Watauga County
- Goat Island Park, Town of Cramerton
- Lenoir Lower Creek Greenway, City of Lenoir



Education

BLA, University of Georgia

BS, Civil Engineering, North Carolina Agricultural and Technical State University

Role for this project

Land Planning Design Lead



Carrie has a keen eye for detail when it comes to landscape architecture and civil engineering.

Carrie Cranwill, PLA

Project Manager

Carrie Cranwill has 32 years of experience in land development for public and private projects. She has experience with project management, site investigation, site planning, construction documents, engineering design, permitting, construction observation, and graphics renderings for planning and construction projects. Carrie has performed a variety of tasks associated with parks and recreation, educational facilities, medical facilities, industrial sites, and site development associated with business parks, commercial centers, and residential neighborhoods. She brings a unique blend of landscape architectural and civil engineering skills to her projects.

Professional Licensure

PLA: NC #915, VA #0406001727; EI: NC #A-19104

Related Experience

- Joseph McDowell Historical Catawba River Greenway Design, City of Marion
- Stinger Park, City of Bessemer City



Education

MLA, NCSU

BS, Horticulture / Landscape Design, NCSU

AAS, Horticulture Technology, NCSU

Role for this project

Park Design Support

Certification

Outdoor learning environment certification



Kurtis designs each park with residents' health and well-being in mind.

Kurtis Durrant, PLA

Planner

Kurtis Durrant works on a variety of projects — from conceptual site master plans to site development projects that are bid for construction — ranging in size from small parks (less than an acre) to large tracts of land (800+ acres). He is involved in different levels of projects, from master planning to construction documents, and evaluates budgets, materials, and everything in between. Kurtis places an importance on protecting and preserving environmental considerations for each project.

Professional Licensure

PLA: NC #2278

Related Experience

- Joseph McDowell Historical Catawba River Greenway Design, City of Marion
- Stinger Park, City of Bessemer City
- Ray Kisiah Park and Vance Elementary Ballfields, City of Asheville
- Taylor Field Park Master Plan, City of Southport



Education

MS, Civil Engineering,
Clemson University

BS, Civil Engineering,
Clemson University

Role for this project

Constructibility Review

Professional Associations

- APWA
- American Society of Civil Engineers (ASCE)



Ben is a valuable collaborator known for his practical approach and ability to deliver solutions that make a positive impact on communities.

Ben Cathey, PE

Civil / Site Practice Area Leader

Ben Cathey's experience with various types of construction projects coupled with his real-world approach results in practical solutions for municipal and private clients. McGill's integrity is a critical factor in how Ben runs the civil / site team, as he ensures everyone works hard to get a project right the first time around. Ben finds it fulfilling to see that his projects add value to communities and improve people's quality of life. He is especially drawn to projects that are challenging, unique, multi-disciplinary, and involve a high level of commitment — they provide a complex, yet fun working environment that he looks forward to each day.

Professional Licensure

PE: NC #034476

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Joseph McDowell Historical Catawba River Greenway Design, City of Marion



Education

BS, Construction Engineering and
Management, NCSU

Role for this project

Civil / Site Design Lead

Professional Associations

- North Carolina Association of Floodplain Managers (NCAFPM)
- Southeast Stormwater Association (SESWA)
- Solid Waste Association of North America (SWANA)



Scott has a unique existing knowledge of this project, as well as previous similar projects for the County.

Scott Burwell, PE

Senior Project Manager

Scott Burwell has 17 years of experience managing engineering design and construction administration for industrial sites. His construction engineering and management education and design expertise enables him to fully understand all aspects of the project to provide seamless coordination and oversight from concept to closeout. Scott understands the importance of protecting the client's interests and ensures that the developed plans and specifications can be constructed within budget and on schedule.

Professional Licensure

PE: NC #039177

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Joseph McDowell Historical Catawba River Greenway Design, City of Marion
- Brookshire Park Greenway, Watauga County
- Ray Kisiah Park and Vance Elementary Ballfields, City of Asheville



Education

BS, Civil Engineering, NCSU

BS, Environmental Sciences,
University of North Carolina (UNC)
Wilmington

Role for this project

Civil Design



Khiya has strong communication skills and attention to detail, which contribute to seamless coordination.

Khiya Armstrong, PE

Project Engineer

Khiya Armstrong has five years of experience with both civil and geotechnical engineering. Her background in geotechnical engineering and construction observation allows her to consider the construction processes and anticipate issues that may arise. As part of McGill's civil engineering team, Khiya has worked on residential and commercial design projects involving permitting submittals, site design, erosion control, and occasional construction observation to address questions from contractors and ensure compliance with the design plans. She has significant experience on projects involving public engagement, data collection, and management.

Professional Licensure

PE: NC #056642

Related Experience

- Multiuse Courts at Bill Moore Park, Town of Fletcher
- Fountain Park Site Assistance, D. R. Horton, Asheville



Education

BS, Electrical Engineering, NCSU

Role for this project

Electrical Design Lead

Professional Association

NC One Water



Phil has strong problem-solving skills and he is able to efficiently develop solutions to engineering problems.

Phil Fisher, PE

Senior Project Manager

Phil Fisher has 38 years of engineering design and field experience, including electrical normal and standby (on-site generator) power for tanks and plants, supervisory control and data acquisition (SCADA) systems, pump stations, lighting, telecommunications, fire alarms, security, and control systems for commercial and industrial facilities. He has strong conceptualizing and problem-solving skills and is able to quickly and efficiently develop several solutions to engineering problems. Phil is knowledgeable of National Electrical Code and National Electrical Safety Code, and he is familiar with North Carolina State Building Code and related National Fire Prevention Association standards.

Professional Licensure

PE: NC #018684, TN #00105089, SC #24799, VA #0402022959

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Town Creek Park Improvements, Brunswick County



Education

BS, Electrical and Computer Engineering Technology, Western Carolina University

Role for this project

Electrical Design Support



Jacob has experience preparing specifications, performing heating, ventilation, and air conditioning (HVAC) and compiling reports.

Jacob Webb

Engineering Technician

Jacob Webb is a member of the McGill mechanical, electrical, and plumbing (MEP). He brings a fresh perspective and new insights to every project, including recommendations for new technology that could be incorporated into the designs. Jacob is a skilled employee with a solid foundation on how to complete projects efficiently, especially those of the electrical nature. He has worked on several generators, conductors, and switches, where he has used his knowledge of National Electric Code. Jacob has certifications in AutoCAD, Labview, Matlab, and Javascript.

Related Experience

- Racoon Creek Bike Park, Haywood County
- Big Ridge State Park Sewer Rehabilitation, Tennessee Department of Environment and Conservation (TDEC), Union County, TN
- Norris Dam State Park Water Tank, Tennessee Department of Environment and Conservation (TDEC), Union County, TN



Education

AAS, Surveying Technology, Wake Technical Community College (Wake Tech)

AAS, Civil Engineering Technology, Wake Tech

Role for this project

Surveying Lead

Professional Association

North Carolina Society of Surveyors (NCSS)



Chad is an experienced surveyor who has received many accolades for his accuracy and skill.

Chad Howard, PLS

Surveying Services Practice Area Leader

Chad Howard has worked in the surveying field for 29 years. During this time, he has managed over \$20 million worth of successful land surveying and subsurface utility engineering (SUE) projects. In his role, Chad has been responsible for project estimating, contract negotiation, billing, client relations, QA / QC, computing and adjusting boundary problems, and drafting and reviewing finalized plats. As a result of his hard work, he has received 12 awards from the North Carolina Society of Surveyors annual statewide plat contest and one first place award in the annual nationwide plat contest sponsored by the National Society of Professional Surveyors (NSPS).

Professional Licensure

PLS: NC #L-4220, SC #24271, VA #0403002826

Related Experience

- Jack Warren Park Improvement, Town of Lewisville
- Village Park Improvements, Village of Tobaccoville
- Hollybrook Property Park Development, Town of Wendell



Education

BS, Biology, Florida State University

Role for this project

Field Data Collector



Daniel's organized and methodical nature ensures accuracy and efficiency in his surveying work.

Daniel Vail

Survey Party Chief

Daniel Vail brings six years of experience to McGill's surveying team. He wanted to get into a career that required a variety of outdoor work and intellectual knowledge, and surveying was a good fit. As a survey party chief at McGill, Daniel is responsible for conducting surveys for all service areas within the firm. He has worked on a wide variety of surveying projects, from Corps of Engineers jobs in the Everglades, to large conservation easement mountain boundaries, which led to him developing a multitude of skills that are applicable in many different scenarios. Daniel has found that being organized and methodical is the best way to ensure accuracy and efficiency in projects.

Related Experience

- All Abilities Park, Town of Canton
- Jack Warren Park Improvement, Town of Lewisville
- Highway 251 Greenway, French Broad River, Asheville
- Danville Riverwalk Boardwalk Improvements, City of Danville, VA



Education

BS, Environmental Science,
Appalachian State University

Role for this project

Field Data Collector



Eric blends his knowledge of environmental science with field surveying.

Eric Hill

Survey Field Technician

Eric Hill is a survey field technician who is excited about projects that allow him to explore different areas and work outside. He utilizes his environmental science background each day in his surveying work. Eric believes what sets McGill apart is creating solutions for clients that help people live better lives and doing so through innovative solutions. Prior to McGill, his favorite project was completing a topographic survey of Mingus Mill in the Great Smoky Mountains National Park. Eric learns quickly and adapts to different situations, which is an added value to our team.

Related Experience

- Jack Warren Park Improvement, Town of Lewisville
- Highway 251 Greenway, French Broad River, Asheville
- Chestnut Mountain Permanent Bridge, Town of Canton
- Mingus Mill Great Smoky Mountains National Park, Joseph K. Oppermann – Architect, P.A – Cherokee County



Education

BS, Civil Engineering Technology and Construction Management, UNC Charlotte

Role for this project

Permitting

Professional Associations

- NCAFPM
- SESWA



Adam brings civil engineering experience to McGill's construction operations.

Adam Waldroup, EI

Construction Services Manager

Adam Waldroup has a strong skill set in civil and site design and permitting, and he has extensive experience with no-rise certifications, LOMR and CLOMR applications, and stormwater system hydraulic design and analysis. His direct project experience includes numerous projects using HEC-RAS and GeoHECRAS for the analysis of floodplain development and its impact on river systems. Adam also has significant experience using stormwater computer modeling and design software, such as HydroCAD, FlowMaster, and AutoDesk Civil3D. Adam is an effective communicator, exhibits a high degree of professionalism, and has a strong work ethic, all of which allow him to successfully complete the most difficult projects.

Professional Licensure

EI: NC #A-29634

Related Experience

- Thermal Belt Rail Trail, Town of Forest City
- Brookshire Park Greenway, Watauga County



Education

Certification, Construction Management Technology, Asheville-Buncombe Technical Community College

Role for this project

Construction Observation



Greg lives in Clyde, which is just ten minutes away from the project site.

Greg Harvey

Construction Field Representative

Greg Harvey has eight years of experience working in the underground utilities industry, laying pipe, testing pipe, grading out for concrete sidewalks and pads, and shooting grade for pipe and boxes. He regularly completes daily logs and equipment sheets. As construction field representative, Greg will assist with construction oversight and administration.

Related Experience

- Fletcher Park Basketball Courts, Town of Fletcher
- Fountain Park Site Assistance, D. R. Horton, Asheville
- T.C. Roberson Stormwater and Water System Improvements, Buncombe County Schools, Buncombe County
- Wastewater Treatment Plant Improvements, Town of Waynesville
- Lake Junaluska Sewer Line, Emergency Repairs, Town of Waynesville
 - Construction oversight of emergency repairs to the sewer line that was destroyed at Richland Creek crossing at entry into Lake Junaluska



Education

MS, Civil Engineering, NCSU

BS, Civil Engineering, NCSU

Role for this project

Water Resources Lead



For 21 years, Cameron has worked on a variety of water-related projects.

Cameron Long, PE

Water Resources Practice Area Leader

Cameron Long is passionate about helping improve communities. This passion is largely what drove him to pursue engineering, which he has been doing for 21 years. From stormwater control measure designs, to asset inventory assessments, to floodplain mapping, he has extensive experience with local and state standards for stormwater design and permitting projects. Cameron is particularly knowledgeable about working in and around floodplains, which is beneficial for all water projects, as the floodplain maps continue to change. He enjoys collaborating with team members and clients. Cameron is always looking to learn something while working with new and familiar people.

Professional Licensure

PE: NC #034333

Related Experience

- Veterans Memorial Park Improvements, Macon County
- City Park Improvements, City of Lincolnton
- Chestnut Mountain Permanent Bridge, Town of Canton



Education

BS, Civil Engineering, NCSU

Role for this project

Structural Engineering Lead



Preston worked with the Town of Waynesville as a City Engineer for six years.

Preston Gregg, PE

Principal at PRE

Preston Gregg has 12 years of civil engineering experience. He previously worked for state governments, local government, and in private sector engineering. Preston has worked on a wide range of design and construction projects from both sides of the isle and brings experience with construction administration, project permitting, structural foundation design, retaining wall design, onsite wastewater treatment systems and flood modeling.

Professional Licensure

PE: NC #041370

Related Experience

- Ocean Isle Beach Walkways, Town of Ocean Isle Beach
- Public Services Operations Center, Town of Waynesville
- Spillway Repair, Town of Waynesville
- Auditorium Inspection and Repair, Town of Waynesville
- Lineberry Lofts, City of Raleigh
- Murray McNair Consolidated Elementary School, USACE, Fort Bragg

05 | Public Projects

List of Public Projects

Below is the list of all public land planning and recreational projects that we have worked on in the past five years. For more information, including the project name and the client, please see the pages 23-26.

Project Type	Number of Projects
Athletic Fields and Facilities	3
Aquatic Facilities	3
Bicycle and Pedestrian Plans	1
Comprehensive Parks and Recreation Master Plan	26
Corridor Plans	4
Greenways / Trails	7
Parks and Recreation Facilities	27
PARTF Grant Services	6
Sidewalks	1
Site-Specific Park Master Plans	30
Streetscapes	14
Urban Planning and Design Studies	3

McGill's Current and Projected Workload

The table below represents the known major project commitments for the designated team, but is not inclusive of all project assignments.

Project Name	Client	Expected Completion Date
Covered Bridge Park Renovation	City of Elizabethton, TN	February 2025
Aldridge Park Improvements	City of Archdale	March 2025
City Park Improvements	City of Lincolnton	March 2025
Veterans Memorial Park Improvements	Macon County	March 2025
Davidson Park Improvements	City of Kings Mountain	June 2025
Hoyle Creek Stream Restoration and Greenway	Town of Valdese	June 2025

List of Public Projects

Below is the full list of land planning and recreation public projects we have worked on over the last five years.

Athletic Fields and Facilities

- Municipal Complex and Park Improvements, Town of Mount Pleasant
- Tennis Court Renovation South Caldwell High School, Caldwell County Schools
- West Caldwell High School Property Expansion, Caldwell County Schools

Aquatic Facilities

- Aquatic Center / Soccer Complex, City of Lenoir
- Horton Park Community Pool and Splash Pad, Lee County
- Recreation Center Splash Pad Expansion Project, Town of Granite Falls

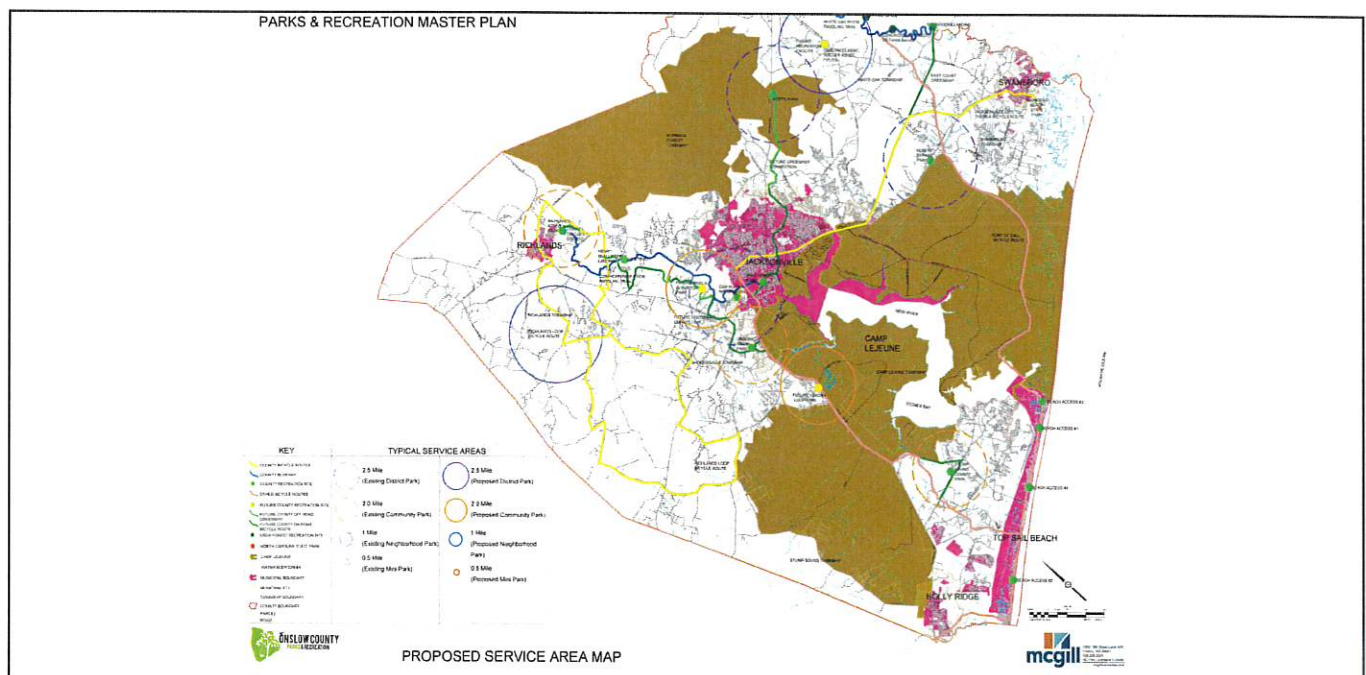
Bicycle and Pedestrian Plans

- Trail Master Plan, Powhatan County, VA

Comprehensive Parks and Recreation Master Plan

- Comprehensive Parks and Recreation Master Plan, City of Albemarle
- Comprehensive Park and Recreation Master Plan, Currituck County

- Comprehensive Parks and Recreation Master Plan, Dare County
- Comprehensive Parks and Recreation Master Plan, Town of Farmville
- Comprehensive Parks and Recreation Master Plan, City of Goldsboro
- Comprehensive Parks and Recreation Master Plan, City of Kings Mountain
- Comprehensive Parks and Recreation Master Plan, City of Kinston
- Comprehensive Parks and Recreation Master Plan, Nash County
- Comprehensive Parks and Recreation Master Plan, Onslow County
- Comprehensive Park and Recreation Master Plan, Town of Pilot Mountain
- Comprehensive Parks and Recreation Master Plan, Pitt County
- Comprehensive and Site -Specific Master Plan, Town of Winterville
- Comprehensive System-Wide Parks and Recreation Master Plan, Haywood County
- Joint System-Wide Recreation Master Plan, Lincoln County
- Joint System-Wide Recreation Master Plan, City of Lincolnton



Comprehensive Parks and Recreation Master Plan, Onslow County

- Parks and Recreation Comprehensive Master Plan, Town of Black Mountain
- Parks and Recreation Comprehensive Master Plan, Davie County
- Parks and Recreation Comprehensive Master Plan, Town of Harrisburg
- Parks and Recreation Comprehensive Master Plan Update, Pender County
- Parks and Recreation Comprehensive Master Plan, Town of Troy
- Parks and Recreation Needs Assessment, Dare County
- Recreation Master Plan Update, Chowan County
- Recreation Master Planning Services, Town of Blowing Rock
- Recreation Master Planning Services, City of Claremont
- System-Wide Parks and Recreation Master Plan, Ashe County
- System-Wide Comprehensive Parks and Recreation Master Plan, Town of Knightdale
- System-Wide Parks and Recreation Master Plan, City of New Bern

Corridor Plans

- Downtown Pedestrian Bridge, Town of Pulaski, VA
- Lee Avenue Corridor Improvements, City of Sanford
- Lenoir Rhyne Boulevard Corridor Improvements, City of Hickory
- Newton Street Corridor Improvements, City of Danville, VA



Rendering: Newton Street Corridor Improvements, City of Danville, VA



Danville Riverwalk Boardwalk Improvements, City of Danville, VA

Greenways / Trails

- Danville Riverwalk Boardwalk Improvements, City of Danville, VA
- Downtown Greenway Connection, Town of Boiling Springs
- Downtown Thread Trail, City of Conover
- Glenn Hilton Park Boardwalk Improvements, City of Hickory
- Village Park Recreation Trails Program, Village of Tobaccoville
- Wicker Street Greenway, City of Sanford
- Wittenburg Access Area Improvements, Alexander County

Parks and Recreation Facilities

- Aldridge Park Improvements, City of Archdale
- Callahan Drive Recreation Park, Town of Marion, VA
- City Park Improvements, City of Lincolnton
- Courthouse Park Improvements, Phase 1, Alexander County
- Covered Bridge Park Renovations, City of Elizabethton, TN
- Davidson Park Improvements, City of Kings Mountain
- Dusty Ridge Park Improvements, Alexander County
- Government Complex Park, Phase 1, Harnett County
- Harrison Memorial Park Improvements, Town of Denton
- Hollybrook Property Park Development, Town of Wendell

- Jack Warren Park Improvement, Town of Lewisville
- Keefauver Farm Park, City of Johnson City, TN
- Martin Marietta Park Stormwater Permitting and Wetland Delineation, City of New Bern
- Memorial Park Improvements, Town of Blowing Rock
- Old West End Commons Park Improvements, City of Danville, VA
- Recreation Center Parking Improvements, Town of Granite Falls
- Riverwalk Boardwalk Feasibility Study, City of Danville, VA
- Shane Outpost Park: Parking and Restroom Improvements, Town of Beech Mountain
- Shane Outpost Park: Water Feature Construction, Town of Beech Mountain
- Veterans Memorial Park Improvements, Macon County
- Village Park Improvements, Village of Tobaccoville
- Village Park Phase 1, Village of Tobaccoville
- Village Park Phase 2, Village of Tobaccoville
- West Cove Park and Riverside Drive Park, Mecklenburg County
- Whitaker Property Park Development, Town of Oak Ridge
- Wildwood Park Improvements, City of Greenville
- Windmill Park Restroom Improvements, Town of Hudson

PARTF Grant Services

- PARTF Grant Services for Community Park, Cherokee County
- PARTF Grant Services – Aldridge Park, City of Archdale
- PARTF Grant Services – City Park, City of Lincolnton
- PARTF Grant Services – Deaton Monroe Park Improvements, Town of Biscoe
- PARTF Grant Application – Park Campus Master Plan, Town of Pilot Mountain
- PARTF Grant Services – Sandy Ramey Keith Park, Town of Vass

Sidewalks

- Recreation Center Americans with Disabilities Act (ADA) Sidewalk Improvements, Town of Granite Falls

Site-Specific Park Master Plans

- Aldridge Park Master Planning Services, City of Archdale
- Anglers Park Bike Park Spectator Master Plan, City of Danville, VA
- Biscoe Park Master Plan, Town of Biscoe
- City Parks Concept Plans, City of Danville, VA
- City Park Master Plan, City of Lincolnton
- Courtyard Improvements, Lenoir Community College



- Creekside Park Master Planning Services, City of Archdale
- Davidson Park Master Plan, City of Kings Mountain
- Family Central Master Feasibility Study, Ashe County
- Francis Farm Bike Park, Haywood County
- Green Space Park Master Plan, Town of Lake Lure
- Hiwassee Dam Community Park Master Plan, Cherokee County
- Hollybrook Park Master Planning, Town of Wendell
- Hughes Park Master Plan, Davidson County
- Jack Warren Park, Town of Lewisville
- Johnston Road Master Plan, Town of Marion, VA
- Lake Louise Park Master Plan, Davie County
- Majestic Oaks Park Master Plan and PARTF, Town of Sunset Beach
- Old West End Commons Park, City of Danville, VA
- PARTF Grant Services – Soccer Complex Park Improvements, Town of Aberdeen
- PARTF Grant and Master Planning Services, Town of Fuquay-Varina
- Park Campus Recreational Plan, Town of Pilot Mountain
- Park Master Planning Services, Ashe County
- Park Square Market PARTF Master Plan, Town of Forest City
- Pharr Mill Property Park Master Plan, Town of Harriburg
- Recreation Park Master Plan, Macon County
- Sandy Ramey Keith Park, Town of Vass
- Wheeler Bridge Road Property, City of Burlington
- Whitmire Property Recreation Plan, Town of Franklin
- Whitaker Park Master Plan and PARTF Application, Town of Oak Ridge



Whitmire Property Recreation Plan, Town of Franklin

Streetscapes

- Downtown Streetscape Project, City of Cherryville
- Downtown Streetscape, Town of Hudson
- Downtown Traffic Improvements, Town of Pulaski, VA
- Haywood Streetscape Improvements, City of Asheville
- Jefferson Avenue Sidewalk – 2nd Street to 7th Street, Town of West Jefferson
- Lenoir Rhyne Boulevard Streetscapes, City of Hickory
- Main Street Crosswalks, Town of Blowing Rock
- Main Street Sidewalk Improvements, Town of Blowing Rock
- Newton Streetscape Improvements, City of Newton
- North Green Street Streetscape Improvements, City of Morganton
- Police Department Entrance Improvements, City of Lenoir
- South Main Street Improvements, Town of Boiling Springs
- Sunset Drive Streetscape Improvements, Town of Blowing Rock
- Union Streetscape Improvements, City of Concord

Urban Planning and Design Studies

- Almagro Neighborhood Sidewalk Feasibility Study, City of Danville, VA
- Bethlehem Area Sign Permitting, Alexander County
- Sidewalk Master Plan, Town of Blowing Rock



Haywood Streetscape Improvements, City of Asheville

References

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Community members enjoying a park in Davie County, North Carolina

Litigation Summary

We are a regional multidiscipline consulting firm with eight offices in three states, handling hundreds of infrastructure projects each year throughout the Southeast. Although litigation is an ever-increasing fact of life in the construction industry, McGill's claim to project ratio remains extremely low. As of the date of this submission, McGill has been party to only five claims in the past five years set forth below. Of the five claims one is awaiting discovery, and one pending action on a motion to dismiss, all others are resolved. All claims resolved by mediation contain non-disclosure language that prevents us from releasing the actual terms of settlement. There are no regulatory or license sanctions currently against McGill.

- Contractor vs Town of Jasper, TN / McGill (Town's consulting engineer)
 - **Project Type:** Gravity sanitary sewer in various locations in the Town to address inflow and infiltration.
 - **Nature of Dispute:** Contractor's claim for time and compensation above the contract amount.
 - **Status:** Resolved in mediation.
- Contractor vs Town of Fallston, NC / McGill (Town's consulting engineer)
 - **Project Type:** Water system improvements.
 - **Nature of Dispute:** Contractor's claim for time and compensation above contract amount.
 - **Status:** Resolved in mediation.
- Former City of Hopewell employee vs City of Hopewell, VA and six other defendants including McGill (City's consulting engineer).
 - **Nature of Dispute:** Former City wastewater treatment plant employee allegedly sustained an injury while carrying out daily operations duties at the wastewater treatment plant.
 - McGill is acting as the consulting engineer for various ongoing projects for the City.
 - **Status:** Awaiting discovery
- PRC Industries, Inc. vs McGill (Town of Spruce Pine's consulting engineer)
 - **Project Type:** Gravity sanitary sewer to replace pumpstation that serves industrial site.
 - **Nature of Dispute:** PRC Industries alleges the completed project inadequately serves an unused basement storage area.
 - **Status:** Pending; McGill has filed a motion to dismiss
- Serviette Group LLC (No Legal Suit Filed)
 - **Project Type:** Residential subdivision development.
 - **Nature of Dispute:** Property line dispute.
 - **Status:** Resolved.

Our Commitment To You



McGill is committed to providing innovative and efficient engineering to our clients. We strive to ensure each project is completed successfully through our diverse technical expertise, effective project management, and open communication methods.



**Technical
Expertise**



**Project
Management**



**Open
Communication**

Hourly Rates

Professional Fees	I	II	III	IV
Senior Principal	\$ 310			
Principal – Regional Manager – Director	\$260	\$270	\$290	\$300
Practice Area Leader	\$230	\$250	\$280	\$290
Senior Project Manager	\$230	\$250	\$275	\$285
Senior Engineer	\$230	\$250	\$275	\$285
Project Manager	\$205	\$ 215	\$230	\$240
Senior Project Engineer	\$205	\$ 215	\$230	\$240
Project Engineer	\$165	\$ 175	\$190	\$200
Engineering Associate	\$140	\$150	\$155	\$160
Planner – Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$125	\$140	\$150	\$160
CAD Operator – GIS Analyst	\$105	\$ 115	\$130	\$140
Construction Services Manager	\$180	\$190	\$200	\$ 215
Construction Administrator	\$140	\$155	\$165	\$180
Construction Field Representatives	\$ 115	\$125	\$140	\$150
Project Administrator	\$105	\$125	\$130	\$145
Funding – Financial Services – Manager	\$ 215	\$225	\$235	\$245
Grant Administrator	\$135	\$150	\$160	\$170
Environmental Specialist	\$ 115	\$125	\$130	\$135
Administrative Assistant	\$ 90	\$100	\$ 110	\$125
Survey Party Chief	\$ 110	\$125	\$140	\$160
Survey Field Technician	\$ 95	\$100	\$105	\$ 110

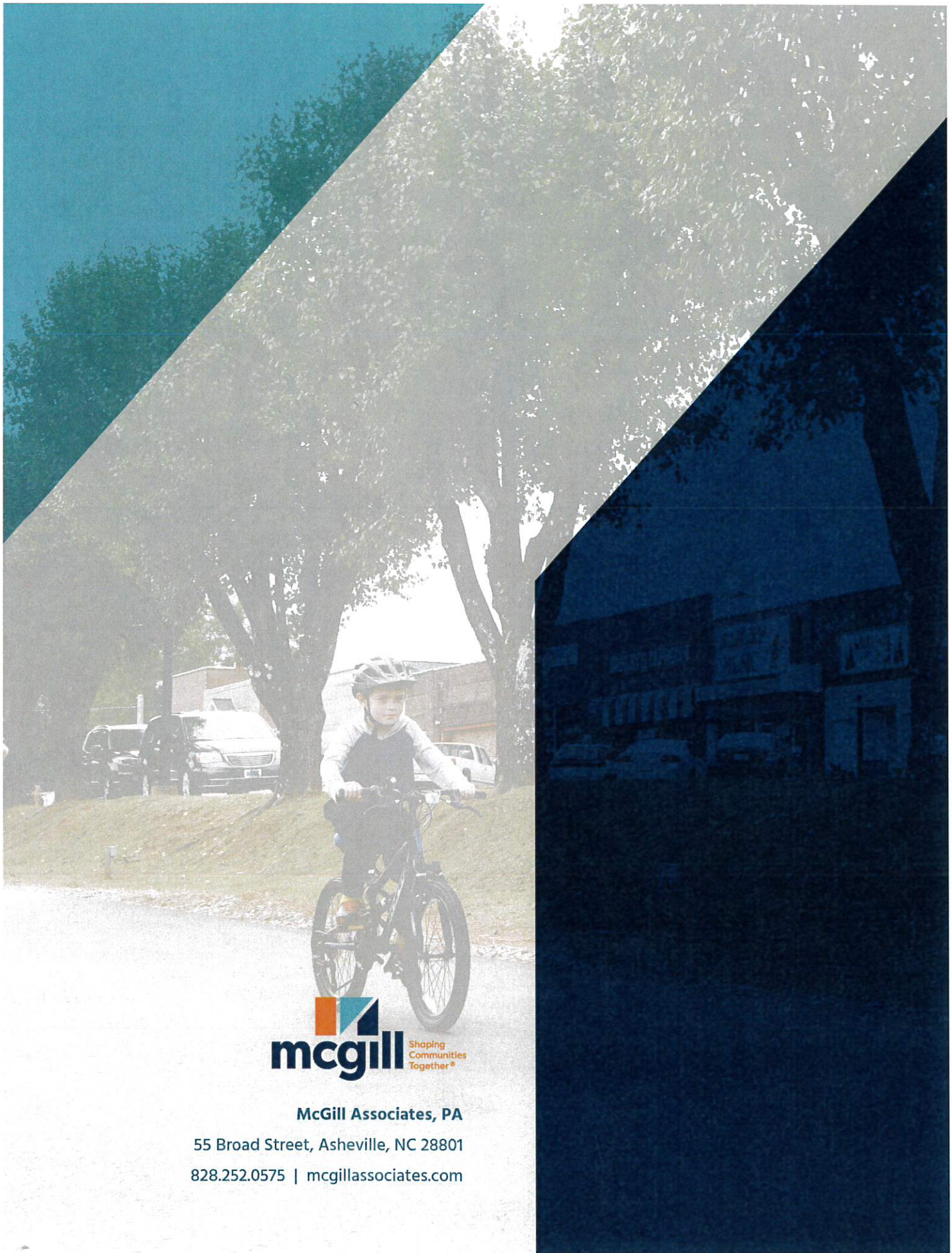
Expenses

- Mileage – \$0.75/mile
- Flow Monitoring Equipment:
 - Pressure Flow Meter- \$400/week
 - Gravity Flow Meter - \$1,000/deployment
- Robotics / GPS Equipment: \$35/hour
- Aquatic Surveying Equipment
 - Vessel- \$250 / day

- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



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