



## Town of Waynesville, NC

### Town Council Regular Meeting

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

Date: March 11<sup>th</sup>, 2025 Time: 6:00 p.m.

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

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

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

#### B. PUBLIC COMMENT

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

#### D. CONSENT AGENDA

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

2.
  - a. February 25, 2025 Regular Scheduled Meeting Minutes
  - b. Appointment of Jan Grossman to the Zoning Board of Adjustment
  - c. Appointment of Mike Underwood to the Cemetery Commission
  - d. Call for a Public Hearing for March 25, 2025, to consider text amendments related to the signage lighting ordinance
  - e. Call for a Public Hearing for March 25, 2025, to consider text amendments related to solar panels on private property and EV chargers as a use within civic space.
  - f. Part Time Summer Camp Counselor Pay
  - g. Approval of Hazelwood Hot Summer Nights Special Event Permit
  - h. Approval of Pride On Main parade Special Event Permit

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

#### E. PRESENTATIONS

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3. Recognition of Chief Chris Mehaffey's promotion

- Rob Hites, Town Manager

4. Recognition of Shaun Messer's promotion

- Police Chief David Adams

5. Presentation by Forest Stewards on their activities in the Watershed

- Dr. Peter Bates

**F. PUBLIC HEARINGS**

6. Public Hearing to consider a request for contiguous annexation, 64 Clement Dr, Waynesville, NC, 28786 and PIN# 8616-90-8565.

- Alex Mumby, Land Use Administrator

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

**G. NEW BUSINESS**

7. Approval of Personnel Policy

- Page McCurry, Director of Human Resources

**Motion: Approve the proposed revision of the Town of Waynesville Personnel Policy.**

8. Possible adoption of a Resolution in support of HB 24, a bill to strike that section of Session Law 2024-57 which restricts a local government's authority to amend density or allowable uses within their jurisdiction.

- Elizabeth Teague, Development Services Director and Councilmember Jon Feichter

**Motion: To adopt the attached Resolution.**

9. Approval of Engineering Firm to design repairs to Walnut Trail Bridge (Sewer Plant)

- Rob Hites, Town Manager

**Motion: Approve KCA Engineers as firm to repair and strengthen the Walnut Trail Bridge and authorize the staff to negotiate a contract.**

10. Approve contract for schematic design for McAdams and Associates in connection with Vance Street and Dutch Fisher ballfields.

- Rob Hites, Town Manager

**Motion: Approve McAdams proposed Vance Steet Contract for a lump sum price of \$92,220 and Dutch Fisher Ballpark for a lump sum price of \$130,000.**



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**H. COMMUNICATION FROM STAFF**

11. Manager's Report

- Town Manager, Rob Hites

12. Town Attorney Report

- Town Attorney, Martha Bradley

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

**J. ADJOURN**



# TOWN OF WAYNESVILLE

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## 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	
<b>Tues. March 25</b>	<b>Town Council Meeting – Regular Session</b>
Tues. April 8	Town Council Meeting – Regular Session
Fri April 18	Town Offices Closed-Good Friday
Tues. April 22	Town Council Meeting – Regular Session
Sat. May 10	Whole Bloomin Thing Festival
Tues. May 13	Town Council Meeting – Regular Session
Mon. May 26	Town Offices Closed-Memorial Day
Tues. May 27	Town Council Meeting – Regular Session
Sat. June 7	Meet Me at the Arch 6-9pm
Tues. June 10	Town Council Meeting – Regular Session
Tues. June 24	Town Council Meeting – Regular Session
Fri. June 27	Mountain Street Dance 6pm-9pm
Fri. July 4	Stars and Stripes Kids Parade Town Offices Closed
Tues, July 8	Town Council Meeting – Regular Session
Fri. July 18	Mountain Street Dance 6-9pm
Tues. July 22	Town Council Meeting – Regular Session
Fri August 8	Mountain Street Dance 6-9pm
Tues. August 12	Town Council Meeting – Regular Session
Tues, August 26	Town Council Meeting – Regular Session
Mon. September 1	Town Offices Closed-Labor Day
Tues, September 9	Town Council Meeting – Regular Session
Sat. September 13	Rec Center 5K
Tues. September 23	Town Council Meeting – Regular Session
Sat. October 11	Church Street Festival 10am-5pm
Tues. October 14	Town Council Meeting – Regular Session
Tues. October 28	Town Council Meeting – Regular Session
<b>Tues. November 11</b>	<b>NO COUNCIL MEETING-Veterans Day</b>
Tues. November 25	Town Council Meeting – Regular Session
Thurs and Fri Nov 27, 28	Town Offices Closed-Thanksgiving

<b>Tues. December 9</b>	<b>Town Council Meeting – Regular Session</b>
<b>Wed-Fri, Dec 24, 25, 26</b>	<b>Town Offices Closed-Christmas</b>

## Board and Commission Meetings – March 2025

ABC Board	ABC Office – 52 Dayco Drive	<b>March 18th</b> 3 <sup>rd</sup> Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	<b>March 4th</b> 1 <sup>st</sup> Tuesday 5:30 PM
Cemetery Commission	Public Services Building	<b>January, March, July, and October</b> 3 <sup>rd</sup> Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	<b>March 18th</b> 3 <sup>rd</sup> Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	<b>March 6th</b> 1 <sup>st</sup> Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	<b>March 5th</b> 1 <sup>st</sup> Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	<b>March 17th</b> 3 <sup>rd</sup> Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	<b>March 13th</b> 2 <sup>nd</sup> Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	<b>March 17th</b> 3 <sup>rd</sup> Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	<b>March 26th</b> 4 <sup>th</sup> Wednesday 9:00 AM

**MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL**  
**Regular Meeting**  
**February 25, 2025**

**THE WAYNESVILLE TOWN COUNCIL** held a regular meeting on Tuesday, February 25, 2025, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

**A. CALL TO ORDER**

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

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

The following Councilmembers were absent:

Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager  
Jesse Fowler, Assistant Town Manager  
Candace Poolton, Town Clerk  
Beth Gilmore, DWC Director  
Kirk Messer, Sanitation Crew Leader  
Luke Kinsland, Recreation Director  
Julie Grasty, Asset Services Manager  
Matthew Wright, Cemetery Services Specialist

Members of the Media:

Paul Nielson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and reminded everyone that the next Council meeting is March 11th.

**B. PUBLIC COMMENT**

There was 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 Sutton, 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 February 11, 2025 Regular Scheduled Meeting Minutes
  - b. Motion to call for a Public Hearing on March 11<sup>th</sup>, 2025 to consider a request for contiguous annexation, 64 Clement Dr, Waynesville, NC, 28786 and PIN# 8616-90-8565.
  - c. Motion to approve the yearly tax advertisements in The Mountaineer in accordance with N.C.G.S. 105-369.
  - d. Motion to approve the SOAR Eagle 5K Special Event Permit
  - e. Motion to approve the Farm Fresh 5K Special Event Permit

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

#### **E. PRESENTATIONS**

3. North Carolina Main Street and Rural Planning Center: Kirk Messer Main Street Champion Designation
  - Beth Gilmore, Director of Downtown Waynesville Commission

DWC Director Beth Gilmore presented Kirk Messer with the Main Street Champion Award for all his hard work and dedication to the Main Street District. She said this recognition is designated for people who make significant contributions to the Main Street Program.

4. Cemetery Master Plan Presentation
  - Julie Grasty, Asset Services Manager and Matthew Wright, Cemetery Services Specialist

Asset Services Manager Julie Grasty reported that funding for the Green Hill Cemetery Master Plan was approved in the Fiscal Year 2024 budget, in March of 2024 Council awarded the design of the Master Plan to the firm WC Fry Design. In June, Ms. Grasty said the team from WC Fry Design was onsite and meet with Cemetery Staff and the Cemetery Committee and the draft report was presented to the Cemetery Committee in July with the public input meeting held in August. Ms. Grasty stated that the final Master Plan was presented to the Cemetery Committee in January 2025. Mr. Wright presented the Cemetery Master Plan to Council. The highlights included:

- Restoration plan for historical monuments and gravestones
- A stormwater management plan that will prevent historical retaining walls from eroding in the future and replace crushed stormwater drains.
- Tree replacement and maintenance
- Redevelopment of maintenance and storage building and office spaces
- Clean and service the Veteran's area
- Landscaping
- Analyzation of fees-are they competitive compared to other municipalities?

Mr. Wright listed the next steps of implementing the Master Plan:

1. Develop a plan for regular inspection of markers and monuments.
2. Develop an inventory of all stone markers and monuments. Document findings of cracks, breaks and surface instability.
3. Hire a professional to provide training to Town maintenance staff on appropriate methods for monument stabilization, resetting & repair.
4. Work with and train volunteers to clean markers and monuments using appropriate methods, materials and tools.
5. Include volunteers from the Historic Preservation Committee, Haywood Co. Historical and Genealogical Society and the Cemetery Committee.

Councilmember Dickson asked how many sales the Cemetery Department makes each year and how many burials there are a year. Mr. Wright estimated between 50 and 60 and there are about 150 burials a year. Ms. Grasty said in the master plan, they proposed taking the interest from the perpetual care fund to fund some of the master plan projects. She said the perpetual care fund is averaging \$25,000 a year. Ms. Grasty stated the town is in line with other municipalities as far as fees go. Councilmember Dickson said the Environmental Sustainability Board would be interested in assisting with tree inventory and maintenance at Greenhill.

Councilmember Feichter asked about staffing for the cemetery. Ms. Grasty said with her fast-approaching retirement, things will change, but the new Public Services Director will come back with recommendations in the future regarding staffing.

Mayor Caldwell announced that Roy Pressley passed away and he was the representative for Veterans on the Cemetery Committee. He said he has a recommendation and will have him send an application to the Town Clerk.

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to approve the Cemetery Master Plan as presented. The motion passed unanimously.***

## **F. NEW BUSINESS**

5. Request to apply for NC Division of Parks and Recreation for Accessible Parks Grant
  - Luke Kinsland, Director of the Parks and Recreation Department

Recreation Director Luke Kinsland reported that the Kiwanis Club has committed \$25,000 toward replacement of the large wooden play structure within the Kiwanis playground and is applying for a grant from Duke Energy for another \$25,000. He said that staff would like to use this local match as part of a grant application to the State to increase accessibility in public playgrounds, at a \$1 local match to \$5 grant match opportunity. Mr. Kinsland explained that with \$50,000 of funding raised locally through Kiwanis and Duke Energy Foundation, the Town could apply for up to \$250,000. He added that if Kiwanis were not to receive the Duke Energy Grant, \$25,000 would be the local match and the Town could then apply for \$125,000. Mr. Kinsland said funding would be used to demo some of the old equipment and replace it with new and accessible features and the grant application is due on March 3, 2025. He said that Kidsaroundtheworld.com wants to donate a large piece of playground equipment to communities impacted by Helene, so that could be another potential option to replace the wooden structure. He said that group would send a team to assemble the playground.

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to direct staff to complete an application to the NC Division of Parks and Recreation for Accessible Parks Grant. The motion passed unanimously.***

Mayor Caldwell thanked Mr. Kinsland and his team for making Chestnut Park look so great.

6. Project Ordinance for the Repair of Flood Damage to 280 Georgia Ave
  - Rob Hites, Town Manager

Town Manager Rob Hites reported that The Town's insurance carrier has compensated the town for damages to 280 Georgia Avenue due to flooding from Hurricane Helene. He said the settlement is such that the Town will not require a reimbursement from FEMA. During demolition, Mr. Hites said the contractor discovered that the ceiling insulation was loose and had fallen on the hung ceiling and the building inspector said that we could not use loose insulation to replace it. Mr. Hites explained we must use blown insulation that sticks to the ceiling, and to blow the insulation, several electrical and communications lines must be moved and re-attached. Mr. Hites presented several change orders for more unanticipated changes during construction as well as the replacement of water damaged furniture. To provide for a smooth process, staff recommended that Council adopt a "project ordinance" so that the funds we recommend for the project ordinance (\$307,000) are covered by the insurance proceeds which we have deposited in the General Fund.

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve the Project Ordinance. The motion passed unanimously.***

7. Change Order to Harper Construction Contract for Waste Treatment Plant
  - Rob Hites, Town Manager

Town Manager Rob Hites reported that the Town initially contracted with Harper Construction Company to renovate the Sewer Plant in July of 2022 with the contract price of \$25,725,000. He said the engineers contemplated that numerous unknown issues would arise that would necessitate a change order. Mr. Hites said the contingency budget contains a contingency line item of \$1,286,250 to accommodate those unforeseen issues and in October of 2023 the Town approved Change Order #1 to cover a number of modifications to those plans. He presented a second Change Order of \$560,824.59 to Council.

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to approve Change Order #2 of Harper Construction's contract and approve the Change Order to McGill Associates' design contract for \$187,000 (\$152,00 and \$35,000). The motion passed unanimously.***

8. Approve proposals of Civil Design Concepts (CDC) to design, bid and administer projects to rebuild the dog park, greenways and bridges, and a rain garden at the terminus of the walking trail on Richland Creek.
  - Rob Hites, Town Manager

Town Manager Rob Hites reported that Hurricane Helene destroyed the dog park, greenways and the rain garden at Richland Creek. He said that FEMA requires that the Town use NC bidding procedures to acquire the services of an architect, engineer, and surveyor. Mr. Hites said CDC has split the projects into three contracts in accordance with FEMA guidelines and their proposed contracts to relocate the dog park would cost \$130,100; rebuild the greenway system and rebuilt the walking bridges would cost \$127,300 and conduct a study to determine the future of the rain garden would cost \$8,750. Mr. Hites said the contracts include meetings with the Town, topographic surveys, storm water, water and sewer and lighting design, permitting with the State and review by FEMA. He added that they will prepare the bid documents, review the bids and administer the construction of the facilities and the design work would take three months. Mr. Hites said the Rain Garden estimate is just for an analysis to see if the engineering firm is able to rebuild it, or if there will always be too much run off to rebuild the Rain Garden.

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to approve the proposals of Civil Design Concepts (CDC) to design, bid and administer projects to rebuild the dog park, greenways and bridges, and a rain garden at the terminus of the walking trail on Richland Creek. The motion passed unanimously.***

9. Set a time and date for the Town's annual retreat
  - Rob Hites, Town Manager

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to set the date for the Council Planning Retreat for March 21st. The motion passed unanimously.***

## **G. COMMUNICATION FROM STAFF**

10. Manager's Report
  - Town Manager, Rob Hites

Town Manager Rob Hites reported that the Depot Bridge project is going well.

11. Town attorney
  - Martha Bradley, Town Attorney

Town Attorney Martha Bradley reported that Mark Pless filed HB 169 to disband Haywood County TDA and eliminate the Occupancy Tax. Mayor Caldwell recommended that Council reaches out to Senator Corbin.



## H. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Caldwell thanked Councilmember Feichter for attending the Waynesville Rotary Club meeting on his behalf for the for their 100<sup>th</sup> Anniversary proclamation.

Councilmember Sutton reported that he will be attending the NCLM dinner tomorrow where he will see Representatives Clampitt, Pless, and Corbin. He said he will be delivering letters to them.

***A motion was made by Councilmember Dickson, seconded by Councilmember Feichter to appoint Councilmember Anthony Sutton to vote on behalf of the Town of Waynesville at the NCLM meeting. The motion passed unanimously.***

Councilmember Dickson thanked Tax Collector Sharon Agostini for all of her hard work.

## I. ADJOURN

***A motion was made by Councilmember Feichter, seconded by Councilmember Dickson, to adjourn at 7:07pm. The motion passed unanimously.***

ATTEST:

\_\_\_\_\_  
Gary Caldwell, Mayor

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

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

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

**SUBJECT:** Appointment of Jan Grossman to the Zoning Board of Adjustment

**AGENDA INFORMATION**

**Agenda Location:** Consent Agenda  
**Item Number:**  
**Department:** Administration  
**Contact:** Elizabeth Teague, Development Services Director  
**Presenter:** Jesse Fowler, Assistant Town Manager

**BRIEF SUMMARY**

The Waynesville Zoning Board of Adjustment has an alternate vacancy. If appointed, Mr. Grossman's term would end June 30<sup>th</sup>, 2028. Mr. Grossman lives in the town limits and is currently serving on the Planning Board. Mr. Grossman will be rolling off of the Planning Board on June 30<sup>th</sup>, 2025. Because of Mr. Grossman's service on the Planning Board, and that he has already been interviewed by Council, Council would like to recommend him for immediate appointment to the ZBA.

**MOTIONS FOR CONSIDERATION**

Motion to appoint Jan Grossman to the Zoning Board of Adjustment.

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECCOMENDATIONS**

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

**SUBJECT:** Appointment of Mike Underwood to the Cemetery Commission

**AGENDA INFORMATION**

**Agenda Location:** Consent Agenda  
**Item Number:**  
**Department:** Administration  
**Contact:** Matthew Wright, Cemetery Specialist and Julie Grasty, Asset Services Manager  
**Presenter:** Jesse Fowler, Assistant Town Manager

**BRIEF SUMMARY**

The Waynesville Cemetery Commission has a vacancy. If appointed, Mr. Underwood's term would end June 30<sup>th</sup>, 2026. Mr. Underwood lives in the County and is a Veteran.

**MOTIONS FOR CONSIDERATION**

Motion to appoint Mike Underwood to the Cemetery Commission.

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECCOMENDATIONS**

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

**SUBJECT:** Call for a Public Hearing for March 25, 2025, to consider text amendments related to the signage lighting ordinance

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Points C and D of the sign lighting ordinance are poorly defined and unenforceable. Staff recommends the removal of these two points for the purposes of conciseness of the ordinance.

The Planning Board held a public hearing on January 13<sup>th</sup>, 2025 which was continued to February 17<sup>th</sup>, 2025, and voted unanimously to recommend the text amendment.

**MOTIONS FOR CONSIDERATION:**

1. Motion to call for a Public Hearing for March 25, 2025, to consider text amendments related to sign lighting.

**FUNDING SOURCE/IMPACT:**

N/A

**ATTACHMENTS:**

None

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

This is a call for public hearing only.

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

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

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

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

- The Town of Waynesville will continue to “promote smart growth in land use planning and zoning” (Goal #1);
- The proposed text amendment will “reinforce the unique character of Waynesville” (Goal #1);
- The Town will maintain adequate legal authority through the most up-to-date ordinance that is clear and enforceable.

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

**WHEREAS**, the Town Council find 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 April 15, 2024 at the regularly scheduled meeting of the Waynesville Planning Board, and on \_\_\_\_, 2024 at the regularly scheduled meeting of the Waynesville Town Council;

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

That the Land Development Standards be amended as follows:

**Amend LDS Section 11.9.2 as follows:**

**11.9.2 Internal Illumination.**

Where internally illuminated signs are permitted they must meet the following requirements:

- A. Such signs shall consist of light lettering or symbols on a dark background.
- B. The lettering or symbols shall constitute no more than forty (40) percent of the surface area of the sign.
- ~~C. The luminous transmittance for the lettering or symbols shall not exceed thirty-five (35) percent.~~
- ~~D. The luminous transmittance for the background portion of the sign shall not exceed fifteen (15) percent.~~
- E. Light sources shall be fluorescent tubes, spaced at least twelve (12) inches on center, mounted at least 3.5 inches from the translucent surface material.
- F. Channel letter type signs may use neon tubing as an internal illumination source, provided that the light source is shielded by translucent faces or that a silhouette type sign is used where the light source illuminates the sign background and the letters or symbols are opaque.
- G. Outdoor advertising signs of the type constructed of translucent materials where the copy only is illuminated from within do not require shielding provided the light source or bulb is not showing.
- H. Electronic changeable face signs shall comply with the following:
  - 1. The outdoor advertising sign shall have an automatic dimmer (factory set to the illumination intensities set below) and a photo cell sensor to adjust the illumination intensity or brilliance of the sign so that it shall not cause glare or impair the vision of motorists, and shall not interfere with any driver's operation of a motor vehicle.
  - 2. The sign shall not exceed a maximum illumination of 7,500 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits between dusk to dawn as measured from the sign's face at maximum brightness.
  - 3. Any illumination devices shall be effectively shielded so as to prevent beams or rays of light from being directed at any portion of a street or highway. Illumination intensity or brilliance shall not cause glare or impair the vision of motorists, and shall not interfere with any driver's operation of a motor vehicle.

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

**SUBJECT:** Call for a Public Hearing for March 25, 2025, to consider text amendments related to solar panels on private property and EV chargers as a use within civic space.

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

The Environmental Sustainability Board asked staff to look into allowing ground mounted solar panels (GMSPs). The proposed text amendment allows for residential installation of GMSPs in the rear and side yard and commercial installations to be placed anywhere. The height of residential installations is recommended to be 15 feet and the height of commercial installations to be 20 feet. Staff would also like to include electric vehicle charging as an allowable use within civic space. Chargers and their equipment could only account for 25% of the required amount of civic space up to 1000 square feet.

The Planning Board held a public hearing on February 17<sup>th</sup>, 2025 and voted unanimously to recommend the text amendment.

**MOTIONS FOR CONSIDERATION:**

1. Motion to call for a Public Hearing for March 25, 2025, to consider text amendments related to solar panels and electric vehicle charging.

**FUNDING SOURCE/IMPACT:**

N/A

**ATTACHMENTS:**

None

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

This is a call for public hearing only.

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

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

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

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

- Goal 1: Continue to promote smart growth principles in land use planning and zoning
  - Promote conservation design to preserve important natural resources
- Goal 3: Protect and enhance Waynesville’s natural resources.
  - Continue to engage in and promote best management practices related to energy use, efficiency, and waste management
  - Protect and enhance water quality and forests
  - Protect rural lands, iconic views, and mountain vistas

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

**WHEREAS**, the Town Council find 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 \_\_\_\_\_, 2025 at the regularly scheduled meeting of the Waynesville Planning Board, and on \_\_\_\_\_ 2025 at the regularly scheduled meeting of Town Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON \_\_\_\_\_, 2025 AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:**

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



1. Amend Section 4.5.3 Other Requirements as follows:

**4.5.3 Other Requirements.**

A. **Buffering:** Accessory structures with a footprint greater than six hundred (600) square feet shall be buffered from any adjacent residential developments with a Type C Buffer (Section 8.4.2.C).

B. **Lighting:** Exterior lighting for accessory uses and/or structures shall meet the requirements by which principal structures are governed as set forth in Section 10.2.

**C. Ground Mounted Solar Panels:**

- One ground-mounted or pole-mounted solar panel shall be allowed for each .2 acres of a parcel rounded up. They shall be subject to the setbacks of accessory structures.
- The height of ground-mounted and pole-mounted solar panels shall be limited to 15 feet in residential and mixed-use installations, and to 20' in commercial installations, as measured from the adjacent grade to the top of the supporting structure.
- The placement of ground-mounted and pole-mounted solar panels shall be limited to the rear or side yards in residential installations.
- Residential ground-mounted and pole-mounted solar panels shall be placed for maximum solar capture and tree preservation. GMSP's may be placed in the front yard only with approval of a variance through the Zoning Board of Adjustment, with findings that indicate surrounding trees, structures, or topography prohibit the effective capture of solar energy in the rear and side yards.

2. Amend Section 7.2. Civic Space Standards as follows:


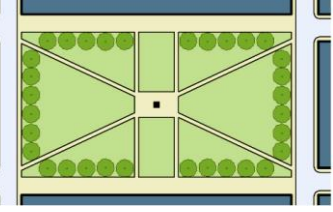
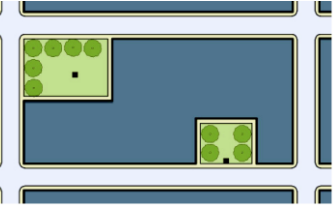
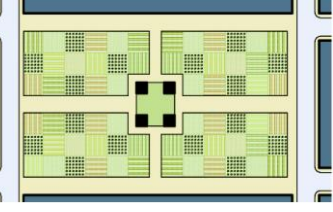

**7.2 Civic Space Standards.**




All land dedicated for required civic spaces shall meet the criteria below in this section. Stormwater facilities cannot be counted towards civic space. Delineated wetlands and required stream buffers can be counted towards civic space only when adjacent to, or a part of, a greenway or designated preserve.

**7.2.1 Required Civic Space Types.**

Civic space, as required by the district provisions, shall conform to one or more of the following typologies.

<b>A.</b>	<b>Park/Greenway:</b> A natural preserve available for unstructured recreation. Its landscape shall consist of paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be linear, following the trajectories of natural corridors as part of a greenway. The minimum size shall be .16 acre (except with Greenways where there is no minimum).	
<b>B.</b>	<b>Green:</b> An open space available for unstructured recreation. A Green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be .16 acre.	

C.	<p><b>Preserve:</b> Natural preserves include any area of existing or restored open lands such as riparian corridors and wetlands, unique geological formations, important habitats, or substantial groupings of important plant types. The goal is to protect and maximize intact and undisturbed spaces that provide valuable ecosystem services for the community, support preservation goals, and enhance the aesthetics and amenities of the area. Active recreation, such as trails and paths, can be a part of these areas. The minimum size is 1 acre of contiguous preserved area.</p>	
D.	<p><b>Square:</b> An open space available for unstructured recreation and civic purposes. A Square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important streets. The minimum size shall be .16 acre.</p>	
E.	<p><b>Playground:</b> An open space designed and equipped for the recreation of children. A playground shall be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a block. Playgrounds may be included within other civic spaces. There shall be no minimum or maximum size.</p>	
F.	<p><b>Community Garden:</b> A grouping of garden plots available for small-scale cultivation, generally to residents of apartments and other dwelling types without private gardens. Community gardens should accommodate individual storage sheds. There shall be no minimum or maximum size.</p>	
G.	<p><b>Greenway:</b> A linear parcel of land set aside to contain a trail for non-motorized transportation and/or recreation, usually connecting to a planned corridor. There shall be no minimum or maximum size.</p>	

<p><b>H.</b></p>	<p><b>Dog Park:</b> An off-leash dog area. A dog park shall be enclosed with a galvanized or coated chain link fence or metal fence measuring four (4) to six (6) feet in height and include a double gate entry system (like a sally port). The dog park shall also have a designated waste disposal facility, signage with applicable rules, a shade area (with either a structure or mature shade trees). The area may also include a plumbed drinking water station. There shall be no minimum or maximum size.</p>	
<p><b>I.</b></p>	<p><b>Community Area:</b> Designated indoor or outdoor facilities to support social and recreational activities of the residents. Examples include a pavilion, fire pit, picnic area, grill area, gym, pool, community building, club house, basketball court, tennis court, golf course, or similar amenities determined to be appropriate by an Administrator. There shall be no minimum or maximum size.</p>	
<p><b>J.</b></p>	<p><b>Electric Vehicle (EV) Charging Space:</b> Dedicated parking spaces with installed EV charging equipment. A minimum of 1 space must be ADA accessible. All spaces must be clearly marked with signage, green striping, and bollards at the front of the space to protect the equipment. The maintenance and repair of EV stations and equipment shall be clearly outlined in the HOA covenants. In the absence of an HOA, the individual owners or management company shall be responsible for the upkeep and repairs of the charging stations. Square footage for EV charging spaces will count toward the overall civic space requirement and toward required parking. Total square footage of EV charging spaces shall not be more than 25% of the required civic space up to 1000 square feet (approximately up to 5 spaces spaces).</p>	

3. Add a definition to the section 17.3-Definitions, Use Type:

**Solar Farms.** This U.S. industry comprises establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems [NAICS 221114].

4. Add definitions to the section 17.4-Definitions, General:

**Electric Vehicle (EV) Charging Stations.** An electrical cabinet or equipment to charge motor vehicles that are either partially or fully powered on electric power received from an external power source. For the purposes of this regulation, this definition does not include golf carts, electric bicycles, or other micromobility devices.

**Solar Panel, Ground-Mounted.** A solar panel array attached directly to the ground either through posts or racks.

**Solar Panel, Pole-Mounted.** A solar panel attached directly to the ground through the use of a single pole.

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

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

**SUBJECT:** Part Time Summer Camp Counselor Pay

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Parks & Recreation

**Contact:** Luke Kinsland

**Presenter:** Luke Kinsland

**BRIEF SUMMARY:**

I would like to increase the part-time hourly rate range for Summer Camp Assistant from \$12.00 - \$13.00 to \$14.00 - \$15.00 and increase the part-time hourly rate range for Lead Summer Camp Assistant from \$13.00 - \$15.00 to \$15.00 - \$16.00.

I have discussed this matter with the Finance Director Ian Barrett, and we have the funds to support the pay increase with minimal costs to my part-time budget. Increasing the pay will help recruit staff for the upcoming Summer Camp and keep our rates of pay competitive with other summer jobs in the area.

**MOTION FOR CONSIDERATION:** To increase the pay rate for part-time Summer Camp Assistant from \$12.00 - \$13.00 to \$14.00 - \$15.00 and for part-time for Lead Summer Camp Assistant from \$13.00 - \$15.00 to \$15.00 - \$16.00.

Lapsed salaries for the Waynesville Parks & Recreation salary budget will cover the increase in salary for the part-time law Summer Camp Counselors.

---

Ian Barrett, Finance Director

Date

**ATTACHMENT:**

1. Revised Pay/Class Schedule for 2024-2025

**MANAGER'S COMMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

PART-TIME CLASS TITLES		FLSA STATUS	DEPT	MIN	MAX
FIRE FIGHTER - PT		NON-EXEMPT	FIRE	\$15.50 / hr	\$17.50 / hr
CHILD CARE AID		NON-EXEMPT	PARKS & REC	\$13.00 / hr	\$15.00 / hr
CUSTOMER SERVICE REP - PT		NON-EXEMPT		\$13.00 / hr	\$15.00 / hr
FITNESS INSTRUCTOR		NON-EXEMPT		\$17.00 / hr	\$22.00 / hr
LIFEGUARD - PT		NON-EXEMPT		\$14.00 / hr	\$16.00 / hr
MAINTENANCE WORKER - PT		NON-EXEMPT		\$13.00 / hr	\$15.00 / hr
RECREATION AID - (Programs)		NON-EXEMPT		\$11.50 / hr	\$13.50 / hr
REFEREE		NON-EXEMPT		\$17.00 / hr	\$17.00 / hr
SCOREKEEPER		NON-EXEMPT		\$10.50 / hr	\$10.50 / hr
02.11.2025 SUMMER CAMP ASSISTANT		NON-EXEMPT		\$14.00 / hr	\$15.00 / hr
02.11.2025 LEAD SUMMER CAMP ASSISTANT		NON-EXEMPT		\$15.00 / hr	\$16.00 / hr
UMPIRE		NON-EXEMPT		\$20.00 / hr	\$20.00 / hr



# Application for Special Events Permit

## I. General Information

EVENT NAME:

Hazelwood "Hot Summer Nights" Cruise In

EVENT DATE(S):

June 21, July 19, Aug 23 + Rain Date: Sept 27

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

Hazelwood Ave - Brown Ave - Westwood Circle

IF THIS EVENT IS A PARADE  
OR ROAD RACE

Please provide a full route description and map

SET-UP TIME (START/END):

5pm - 6pm

EVENT HOURS:

6pm - 9pm

DISMANTLE HOURS  
(START/END):

9pm - 10pm

ESTIMATED ATTENDANCE:

2,000

BASIS ON WHICH THIS ESTIMATE IS  
MADE:

Based on last year

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:

Hazelwood Boosters

ARE YOU A NON PROFIT  
CORPORATION?

☒ No

Yes

If yes,  
are you

501c(3)

501c(6)

Place of  
Worship

APPLICANT  
NAME:

B. Alex McKay

TITLE: President

ADDRESS:

343 Hazelwood Ave CITY: Waynesville STATE: NC ZIP 28786

PHONE:

(828) 507-0060 FAX#:

EMAIL:

Waynesville.archive@yahoo.com

ON-SITE  
CONTACT:

Chad Brown

TITLE:

Event Manager

ADDRESS:

495 Hazelwood Ave

PHONE #:

(828) 450-4443

CELL PHONE #:

EMAIL:



**III. Brief Description of Event**

Car show along Hazelwood Ave between Brown Ave + Westwood Cir.

**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. Hazelwood Ave at Brown Ave
2. Hazelwood Ave at Riverbend St.
3. Hazelwood Ave at Westwood Cir.

**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? \_\_\_\_\_

Some stores ~~get~~  
get food trucks

☒☐

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

Number of  
Stages: \_\_\_\_\_

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

Amplification? yes

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

☐☒

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

☐☒

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

☒☐

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

Approx. Number of Tents: 2 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? use of Public Bathrooms

☐☒

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?

Approved Parking lots around Hazelwood

Dr. Browns, mattress store, RCF

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?

Street Dept Picks up trash at

the End of 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 &**

**Jesse Fowler, Assistant Town Manager**

**Town of Waynesville**

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

**Telephone: (828) 456-3517**

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

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

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

## VIII. Special Information for Applicants

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

### FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



# Application for Special Events Permit

## I. General Information

EVENT NAME: Haywood County Pride on Main

EVENT DATE(S): June 28, 2025

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

**Parade:** Line up on Depot St. Right on Main St to Right on Church St to Right on Haywood to right on Depot st to across Main st through alley to 200 block of Wall St **Festival:** 200 block of Wall St until intersection of Wall St and East St

LOCATION

IF THIS EVENT IS A PARADE  
OR ROAD RACE

Please provide a full route description and map

SET-UP TIME (START/END): Vendor: Set up on Wall St 7a-10a/ Parade: 9a-10a

EVENT HOURS: 7am- 6pm

DISMANTLE HOURS  
(START/END):

Vendors: 4pm-6pm/ Parade: Ends at 11a

ESTIMATED ATTENDANCE: 1000

BASIS ON WHICH THIS ESTIMATE IS MADE: Based on 2024 Prde on Main attendance

COMPREHENSIVE GENERAL LIABILITY  
INSURANCE REQUIRED: \$1,000,000.

Please attach proof of insurance (or applicable rider).

## II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION  
NAME:

Haywood County Pride on Main

ARE YOU A NON PROFIT  
CORPORATION?

No

No\*

Yes

If yes,  
are you

501c(3)

501c(6)

Place  
of  
Worshi  
p

APPLICANT  
NAME:

Dr. Tera McIntosh

TITLE: Founder

ADDRESS:

119 Winter Lane  
ZIP 28721

CITY: Clyde

STATE: NC

PHONE:

412-735-4  
078

FAX#:

EMAIL: [haycoprideonmain@gmail.com](mailto:haycoprideonmain@gmail.com)

ON-SITE  
CONTACT:

Dr. Tera McIntosh

TITLE: Founder

ADDRESS:

119 Winter Lane Clyde NC 28721

PHONE #:

412-735-4  
078

CELL PHONE #:

412-735-407  
8

EMAIL: [haycoprideonmain@gmail.com](mailto:haycoprideonmain@gmail.com)

<b>III.</b>	<b>Brief Description of Event</b>
<b>Family-friendly event celebrating LGBTQIA+ persons, their families and communities. Promoting joy and inclusion in the greater Haywood County area.</b>	
<b>IV.</b>	<b>Street Closure Request (Attach map of the Street Closure)</b>

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

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

1. Parade: Parade: Main to church, church to haywood, haywood to depot, depot to main, main to wall  
Festival: Intersection of Wall St and Wells Events Way to intersection of Wall St ant East St

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

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

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

**YES**

**NO**

- ☒ ☐ Does the event involve the sale or **use of alcoholic beverages**?  
 If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)  
Yes. All of Wall St will be beer garden. Alcohol will only be sold by Boojum Brewery
- ☐ ☒ Does the event involve the **sale of food**? \_\_\_\_\_  
 If "YES", has the health department been notified? \_\_\_\_\_ Yes Have you applied for a temporary permit? \_\_\_\_\_ Yes  
Yes. Yes we have notified the health department as food trucks hold their own permit.
- ☒ ☐ Will there be **musical entertainment** at your event? IF "YES" provide the following information:  
 Number of Stages: 1 Number of Band(s): 3 Amplification? Yes amplification  
Need amplification, electric and stage
- 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 No
- ☐ ☒ Do you plan to use an existing **vacant building**? Address No
- ☐ ☒ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:  
 Approx. Number of Tents: 60 Will any tent exceed 400 sq. feet in area? X ☐ 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? 3- on wall st near dumpsters
- ☐ ☐ Will you require **electrical hookup** for the event? Generators? Yes  
electric no generators
- ☐ Will you require **access to water** for the event? Explain  
☒ No
- ☐ ☒ Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. No  
 Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s).

x ☐ ☐ YES \$40

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

x ☐ ☐ Will **inflatable parade balloons** be used for the event? Provide details if necessary.  
Yes Balloons: Yes and decorated vehicles

## VI. Additional Questions

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

courthouse parking garage, located in rear of courthouse, Main St street parking, Babcock parking lot, Montgomery parking garage, Grace Church parking lot

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?

— Trash cans 6-8 will be borrowed from town of Waynesville and will be emptied into dumpsters behind the police station/ town hall

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

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

**Return to:**

**Beth Gilmore, Downtown Waynesville Director &**

**Jesse Fowler, Assistant Town Manager**

**Town of Waynesville**

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

**Telephone: (828) 456-3517**

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

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

## VIII. Special Information for Applicants

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

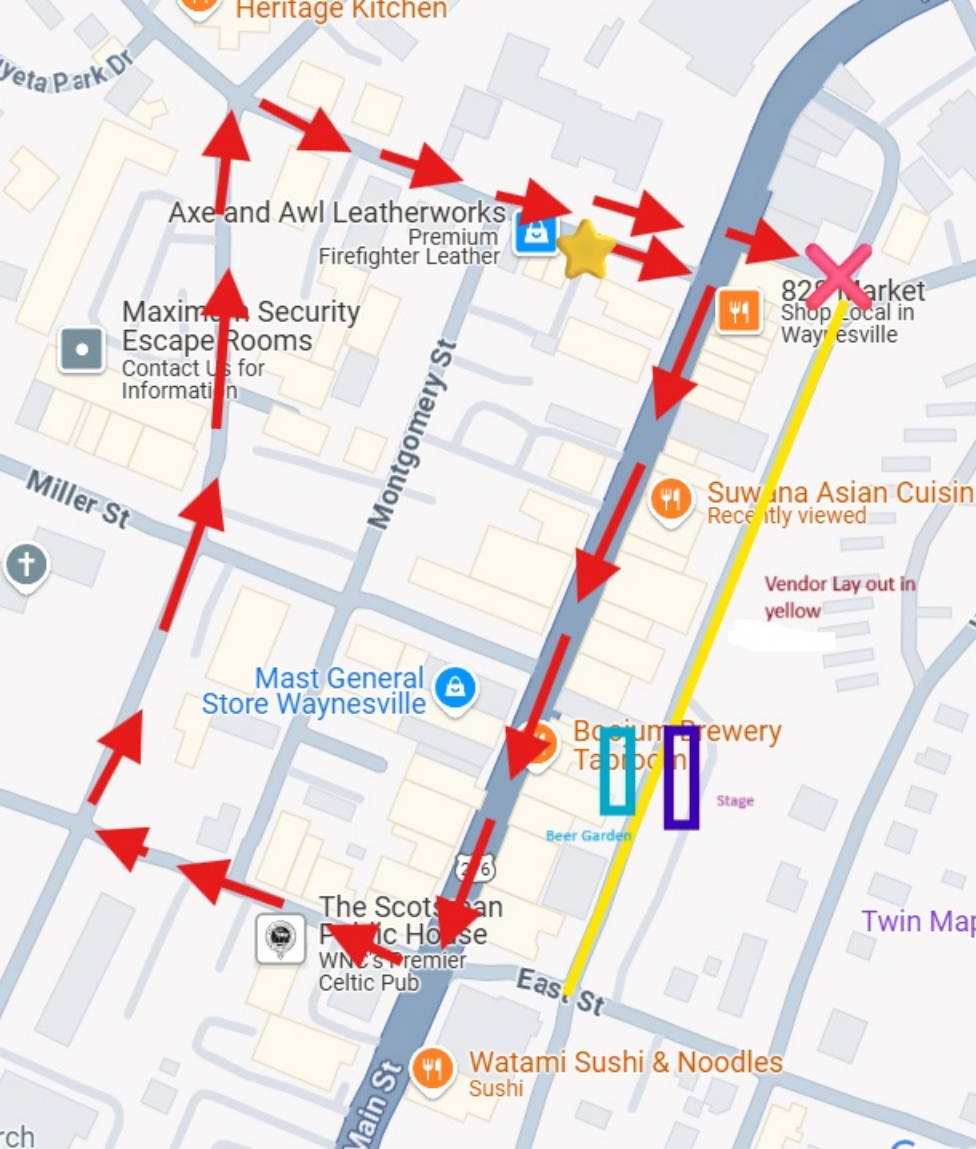
### FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:





eta Park Dr

Heritage Kitchen

Axe and Awl Leatherworks  
Premium Firefighter Leather

Maximum Security  
Escape Rooms  
Contact Us for Information

Miller St

Montgomery St

828 Market  
Shop Local in Waynesville

Suwuna Asian Cuisine  
Recently viewed

Vendor Lay out in yellow

Mast General Store Waynesville

Booium Brewery  
Taproom

Stage

The Scotsman Public House  
WN's Premier Celtic Pub

East St

Watami Sushi & Noodles  
Sushi

Twin Map

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR COUNCIL ACTION  
Meeting Date: March 11, 2025**

**SUBJECT:** Recognition of Chief Chris Mehaffey's promotion

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Item Number:**

**Department:** Fire

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY:**

Chief Chris Mehaffey was promoted to Fire Chief on March 5<sup>th</sup>, 2025.

**MOTION FOR CONSIDERATION:** N/A

**FUNDING SOURCE/IMPACT:** N/A

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** After interviewing three finalists and carrying out several assessment exercises, I have chosen Chris Mehaffey as Waynesville's Fire Chief. As you know, Chief Mehaffey has distinguished himself both academically and experientially. He is a veteran, experienced in both EMS and Fire Service. He also holds a master's degree in public administration. I have taken the liberty to place him on the agenda to have him recognized by the Council, his colleagues and his family.



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

**SUBJECT:** Recognition of Shaun Messer's promotion

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Police

**Contact:** Chief David Adams

**Presenter:** Chief David Adams

**BRIEF SUMMARY:**

Shaun Messer was promoted to Administrative Lieutenant on February 20<sup>th</sup>.

**MOTION FOR CONSIDERATION:**

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

---

Ian Barrett, Finance Director

Date

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date 3/11/25**

**SUBJECT** Presentation by Forest Stewards on their activities in the Watershed

**AGENDA INFORMATION:**

**Agenda Location:** Presentation  
**Item Number:**  
**Department:** Water Treatment  
**Contact:** Rob Hites  
**Presenter:** **Dr. Peter Bates**

**BRIEF SUMMARY :** Forest Stewards has been managing the forest and water environment in the Watershed for a number of years. They conduct frequent water quality samples from streams that feed the reservoir, remove invasive plant species, and create an environment that will encourage native hardwood forests to flourish. Dr. Bates will make a presentation outlining this year's activities.

**MOTION FOR CONSIDERATION:** N/A

**FUNDING SOURCE/IMPACT:** Water

**ATTACHMENTS:** Power Point by Dr. Bates

**MANAGER'S COMMENTS:** Dr. Bates provides both an invaluable service to the Town by planning and carrying out a long-term strategy to re-introduce plant species that would have been present in the old growth forests of the Appalachians and he provides important information on the health of the streams that feed our water source stored within the reservoir.

**TOWN OF WAYNESVILLE COUNCIL**  
**REQUEST FOR ACTION**  
**Meeting Date: 3/11/25**

**SUBJECT:** To consider a request for contiguous annexation, 64 Clement Dr, Waynesville, NC, 28786 and PIN# 8616-90-8565.

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:** The Town received the attached Petition for Annexation of 64 Clement Drive on February 6, 2025. The property is within Waynesville's ETJ and is zoned Raccoon Creek Neighborhood Residential Mixed-Use Overlay. The property is not within the 100-year flood plain. The applicant is requesting annexation to have access to trash pick-up.

Notices were published in the Mountaineer Newspaper on 2/26/25 and 3/5/25. 3 signs were posted on the subject property on 2/27/25.

**MOTION FOR CONSIDERATION:**

1. Adoption of the 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:**

- Resolution of intent to consider the Annexation Ordinance
- Draft of the Annexation Ordinance
- Petition by the property owner
- Platted map of the property, metes and bounds description
- Payment Receipt
- GIS Maps
- Public Notices

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

RESOLUTION TO CONSIDER R-3-25

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;

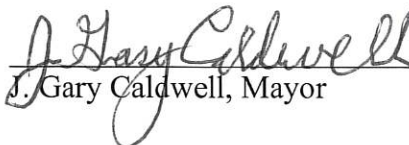
WHEREAS, the Town Council must fix a date for a public hearing, and cause notice of the public hearing to be published in a newspaper at least 10 days prior to the hearing;

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 3/11/25, during the regularly scheduled meeting of the Council, at 6:00pm or close to that time within the agenda of the meeting, in the Town Board Room at 9 South Main Street, Waynesville, NC 28786; and
2. To direct the Town Clerk to notice the public hearing in the Mountaineer at least 10 days prior to the meeting; and
3. To post the property in at least three locations providing additional notice to the public.

Adopted this 25 day of February, 2025.

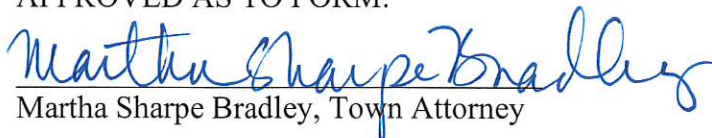
TOWN OF WAYNESVILLE

  
J. Gary Caldwell, Mayor

ATTEST:

  
Candace Poolton, Town Clerk

APPROVED AS TO FORM:

  
Martha Sharpe Bradley, Town Attorney

ORDINANCE NO. O-6-25

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 6:00pm, on the 3/11/25, 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# 8616-90-8565.

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 the 3/11/25. Metes and bounds description is in Exhibit 1 attached hereto and incorporated by reference.

Section 2. Upon and after the 3/11/25, 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 the 3/11/25.

TOWN OF WAYNESVILLE

ATTEST:

\_\_\_\_\_  
J. Gary Caldwell, Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha Sharpe Bradley, Town Attorney

**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)

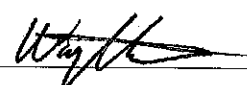
Date: February 6, 2025

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 Suzanne C. Gridler Signature 

Address 64 Clement Dr. Waynesville NC 28786

Name Wayne Gridler Signature 

Address 64 Clement Dr Waynesville NC 28786

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

(Attach additional sheet if necessary)

TRANSFER MADE ON PROPERTY RECORD

Date 10/31/97  
By LCM

HAYWOOD COUNTY NC 10/31/97  
\$120.00  
STATE OF NORTH CAROLINA  
Real Estate Excise Tax

Book 462 Page 526  
REGISTERED  
HAYWOOD COUNTY NC  
10/31/97 1:23 PM  
AMY R. MURRAY  
Register Of Deeds

Excise Tax 120.00

Recording Time, Book and Page 13379

Tax Lot No. Parcel Identifier No. 8616-90-8565  
Verified by County on the day of , 19  
by

Mall after recording to Ann Hines Davis

This instrument was prepared by Ann Hines Davis

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of October, 1997, by and between

GRANTOR

GRANTEE

CHRISTOPHER A. ELMER and wife, STEPHANIE C. ELMER

SUZANNE C. LEVERIE and CARLTON L. HAMLETT

Enter in appropriate block for each party: name, 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 or parcel of land situated in the City of Waynesville Township,

Haywood County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

000526



The property hereinabove described was acquired by Grantor by instrument recorded in \_\_\_\_\_

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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has heretofore set his hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: \_\_\_\_\_ (Corporate Name) \_\_\_\_\_ (SEAL)  
Christopher A. Elmer

By: \_\_\_\_\_ (President) \_\_\_\_\_ (SEAL)  
Stephanie C. Elmer

ATTEST: \_\_\_\_\_ (SEAL)

\_\_\_\_\_, Secretary (Corporate Seal) \_\_\_\_\_ (SEAL)

USE BLACK INK ONLY

SEAL-STAMP

SEAL-STAMP

NORTH CAROLINA, Haywood County.

I, a Notary Public of the County and State aforesaid, certify that Christopher A. Elmer and wife, Stephanie C. Elmer, Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31 day of October, 1997.

My commission expires: 8/19/01 \_\_\_\_\_ Notary Public

SEAL-STAMP

NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of

\_\_\_\_\_ a North Carolina corporation, and that \_\_\_\_\_ authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by \_\_\_\_\_

President, sealed with its corporate seal and attested by \_\_\_\_\_ as its Secretary.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

My commission expires: \_\_\_\_\_ Notary Public

The foregoing Certificate(s) of \_\_\_\_\_

\_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY

By \_\_\_\_\_ Deputy/Assistant - Register of Deeds

Attachment to deed from Elmer to Levere

**EXHIBIT "A"**

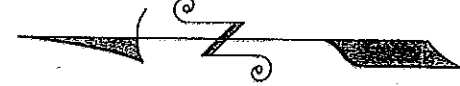
**BEGINNING** on an iron in the northwesterly margin of US Highway 19-23, common corner of Lot Nos. 4 and 5 of the subdivision hereinafter referred to, and runs thence with the margin of said highway, S. 31 deg. 45' 00" W. 99.87 feet to an iron; thence leaving the margin of said highway and running with the line of Newhauser (Deed Book 408, page 775), N. 58 deg. 54' 23" W. 190.13 feet to an iron (found) in the southeasterly margin of NCSR 1194; thence with the margin of said road, N. 31 deg. 45' 00" E. 99.94 feet to an iron, common corner of Lot Nos. 4 and 5; thence with the common line of said two lots, S. 58 deg. 53' 07" E. 190.13 feet to the **BEGINNING**, containing 0.436 acres as per survey and plat of J. Randy Herron, RLS, dated October 29, 1997, Drawing No. 2628-1855-B. **BEING** Lot No. 4 of Block A of Hillside Terrace as per survey and plat recorded in Plat Book "D", Index "I", page 18, Haywood County Registry.

**BEING** a portion of the property conveyed to Christopher A. Elmer et ux by deed recorded in Deed Book 459, page 2022, Haywood County Registry.

**EXCEPTING and RESERVING** for the benefit of Lot No. 5 of Block A of Hillside Terrace a right of way and easement for a gravel drive which crosses the above described property, said gravel drive being located across the southeasterly corner of the subject property, said right of way and easement to be as same is now located.

000528

- LEGEND**
- Existing iron pipe or pin
  - Existing iron pipe or pin set
  - Railroad spike set
  - Fence Center
  - Water Meter
  - Water Meter
  - Power service pole
  - Sanitary Sewer Line
  - Dead End
  - Page
  - Branch of Stream



**Plemmons**  
DB 308 - PG 781

**P/O Lot 5 Burris**  
0.162 Acres  
Map Book 481 - Page 2200  
PIN # 8815-90-8867

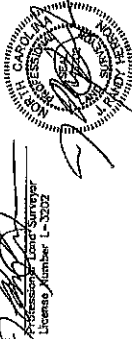
**P/O Lot 5 Francis**  
0.274 Acres  
Map Book 0 - Index 31 - Page 18  
Dead Book 550 - Page 290  
PIN # 8815-90-8867

**Lot 4 Lavere**  
0.436 Acres  
Map Book 463 - Page 948  
PIN # 8815-90-8865

**Newhauser**  
DB 408 - PG 775

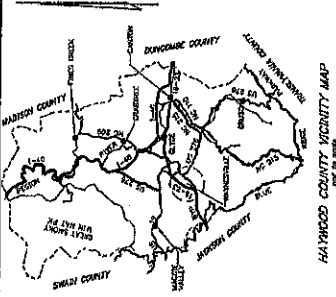
This plat creates a proposed easement area  
from the town of Haywood, North Carolina.

L. J. RANDY HERRON certifies that this plat was drawn under my supervision from an actual survey made under my supervision. I am a Registered Professional Surveyor in the State of North Carolina. The information furnished to me by the client is true and correct. This plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this 8th day of January, 1998.



01-08-1998  
62-03-2806

- NOTES**
- 1 - Acreage calculated by Coordinate Computation Method.
  - 2 - All property corners not described are "computed points".
  - 3 - Property is subject to all applicable easements and rights of way.
  - 4 - Error of closure north or south is 10.0000'.
  - 5 - This Survey meets the requirements of a Class A Survey.
  - 6 - North is Dead North of Dead Book 308 - Page 778.
  - 7 - There is no recoverable horizontal control within 2000'.
  - 8 - All easements are shown and unless noted otherwise.
  - 9 - Property is not in a flood hazard area.



State of North Carolina, County of Haywood

*L. J. Randy Herron*  
Surveyor  
Date *03/15/2006*

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

State of North Carolina, County of Haywood

Filed for registration on the 15th day of March 2006  
At 5:00 o'clock P.M. and recorded in Plat Book 550  
Page 290

*Amy R. Murray*  
Register of Deeds - Haywood County  
By: *Rebecca S. Murray* Assistant Register

**PLAT PREPARED FOR**  
**RONALD K. & MELODY FRANCIS**  
Waynesville Township Haywood County, N.C.

Survey by: *JRH*  
Date: *January 08, 1998*  
Scale: *1" = 20'*  
Revised: *FEBRUARY 03, 2006*

Survey by: *J. RANDY HERRON, R.L.S.*  
L-3202  
Herron Surveying, PC  
1185 Russ Avenue  
Waynesville, NC 28786  
(828) 456 - 5761

Reference: *As Shown*  
Drawing no.: *2628-1855-B*

PSN # As Shown



SCALE IN FEET

Haywood County—Register of Deeds  
Amy R. Murray, Register of Deeds  
Book 550 C Page 290  
# Page: 1 03/15/2006 05:01:41pm

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE  
16 S MAIN ST

DATE: 02/11/25 CUSTOMER#:  
TIME: 12:21:34  
CLERK: 2044ecou

RECPT#: 3151966 PREV BAL: 250.00  
TP/YR: P/2025 AMT PAID: 250.00  
BILL: 3151966 ADJSTMNT: .00  
EFF DT: 02/11/25 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: Suza Grider Annex  
PAYMENT METH: CHECK  
PAYMENT REF: 2696

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

Book 390 Page 1326  
WAYNESVILLE COURT NO  
10/31/97 1:23 PM  
AMY R. HUBBARD  
Register of Deeds

(Signer Above This Line For Recording Date)

13884

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on October 31, 1997  
Suzanne C. Levere and Carlton L. Hamlett

The grantor is

("Borrower"). The trustee is James C. Blaine

("Trustee"). The beneficiary is State Employees' Credit Union

which is organized and existing under the laws of North Carolina  
address is Post Office Drawer 25279, Raleigh, North Carolina 27611

, and whose

("Lender"). Borrower owes Lender the principal sum of

-----Sixty one thousand and 00/100----- Dollars (U.S. \$61,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2027

This Security Instrument secures to Lender: (a) the repayment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in  
Waynesville Township, Haywood County, North Carolina;

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

which has the address of 64 Clement Drive, Waynesville,  
North Carolina 28786 (Zip Code) ("Property Address");

(Street, City,

NORTH CAROLINA Single Family-PNMA/PHLMC  
UNIFORM INSTRUMENT Form 3034 9/90  
BRUNCE UNIFORM INSTRUMENT  
VSM MORTGAGE FORMS - 000021-2291

Page 1 of 8 Printed on Recycled Paper



TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to this Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of lawsuits to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and restate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold interest shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3034 9/90

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon gas, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The records in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but

not limited to, Trustee's fees of 5.0 (five)

% of the gross sale price (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument without charge to Borrower. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

23. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider                                       | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider                          | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider                                  | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> VA Rider                | <input checked="" type="checkbox"/> Other(s) [specify] Capped two year ARM Rider |   |

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Suzanne C. LeVore (Seal)  
Borrower

Carlton L. Hamlett (Seal)  
Borrower

(Seal) (Seal)  
Borrower Borrower

STATE OF NORTH CAROLINA, Haywood County  
I, Ann Hines Davis  
of the County of Haywood, State of North Carolina, do hereby certify that  
Suzanne C. LeVore and Carlton L. Hamlett

personally appeared before

me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this

day of October, 1997

My Commission Expires:

8/19/01

STATE OF NORTH CAROLINA,

The foregoing certificate of

a Notary Public of the County of

certified to be correct.

This 30 day of



Notary Public

Haywood County as:

Ann Hines Davis

State of NC

1997

Angela M. Murrey

Registrar of Deeds

By: Angela M. Murrey

Deputy Registrar

# EXHIBIT "A"

BEGINNING on an iron in the northwesterly margin of US Highway 19-23, common corner of Lot Nos. 4 and 5 of the subdivision hereinafter referred to, and runs thence with the margin of said highway, S. 31 deg. 45' 00" W. 99.87 feet to an iron; thence leaving the margin of said highway and running with the line of Newhauser (Deed Book 408, page 775), N. 58 deg. 54' 23" W. 190.13 feet to an iron (found) in the southeasterly margin of NCSR 1194; thence with the margin of said road, N. 31 deg. 45' 00" E. 99.94 feet to an iron, common corner of Lot Nos. 4 and 5; thence with the common line of said two lots, S. 58 deg. 53' 07" E. 190.13 feet to the BEGINNING, containing 0.436 acres as per survey and plat of J. Randy Herron, RLS, dated October 29, 1997, Drawing No. 2628-1855-B. BEING Lot No. 4 of Block A of Hillside Terrace as per survey and plat recorded in Plat Book "D", Index "H", page 18, Haywood County Registry.

BEING a portion of the property conveyed to Christopher A. Elmer et ux by deed recorded in Deed Book 459, page 2022, Haywood County Registry.

EXCEPTING and RESERVING for the benefit of Lot No. 5 of Block A of Hillside Terrace a right of way and easement for a gravel drive which crosses the above described property, said gravel drive being located across the southeasterly corner of the subject property, said right of way and easement to be as same is now located.

## HOMESTEAD CAPPED TWO-YEAR ARM RIDER TO THE DEED OF TRUST

NOTICE: THIS SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This Rider is made this 31 day of October, 1997, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust (the "Security Instrument") of the same date given by the undersigned ("the Borrower") to secure Borrower's Note ("the Note") to State Employees' Credit Union (the "Note Holder") of the same date and covering the property described in the

Security Instrument and located at 64 Clement Drive, Waynesville, North Carolina 28786

(Property Address)

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Note Holder further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an initial interest rate of 8.25%. The interest rate may be increased or decreased every 24th month on each "Change Date" as described in the Note. Changes in the interest rate are governed by changes in the Index as defined in the Note. The Index is the auction average on an annualized discount basis for U.S. Treasury Bills with a maturity of 52 weeks. The maximum change in the interest rate at any one time is 1.0 percentage point. The maximum interest rate variation over the life of the loan is 3.0 percentage points over or under the initial interest rate. The interest rate will not change below 6.50%.

The monthly payment amount may be adjusted every 24th month to take effect on the month following each Change Date as described in the Note. The new monthly payment amount is based on the interest rate in effect on the Change Date and will remain in effect until the month following the next succeeding Change Date.

### B. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) the interest rate or any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (ii) any sums already collected from Borrower which exceeded limits shall be refunded to Borrower. The Note Holder may choose to make this refund by reducing the principal of the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### C. TRANSFER OF PROPERTY

Paragraph 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Note Holder's prior written consent, Note Holder may, at Note Holder's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Note Holder exercises such option to accelerate, Note Holder shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the day the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Note Holder may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 21 hereof.

The Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, the Note Holder and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Note Holder. As a condition to waiving the Note Holder's right to accelerate, the loan terms, including the interest rate payable on the Note, the Margin for future interest rate changes (see that term is defined in the Note), and the maximum interest rate Cap of 8.0% above or below the initial interest rate shall be subject to modification by the Note Holder.

Notwithstanding a sale or transfer, the Borrower will continue to be obligated under the Note and this Security Instrument unless Note Holder has released Borrower in writing.

### D. BORROWER'S RIGHT TO REINSTATE

Uniform Covenant 16 ("Borrower's Right to Reinstate") is amended to read as follows:

Uniform Covenant 16 of the Security Instrument ("Borrower's Right to Reinstate") is deleted; provided, however, in the event Lender assigns or otherwise conveys its interest in the Note and this Security Agreement to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then Note Holder agrees to permit reinstatement according to the Covenant 16 of the Security Agreement.

### E. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION

As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 21 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 21 hereof or abandonment of the Property, Lender, in Person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

By signing this, Borrower agrees to all of the above.

In Witness whereof, the undersigned has set his hand and adopted the word (Seal) appearing beside his signature as his seal this year and date first above appearing.

Christopher A. Elmer (SEAL)  
Borrower

(SEAL)  
Borrower

Christopher A. Elmer (SEAL)  
Borrower

(SEAL)  
Borrower





# EXHIBIT "A"

BEGINNING on an iron in the northwesterly margin of US Highway 19-23, common corner of Lot Nos. 4 and 5 of the subdivision hereinafter referred to, and runs thence with the margin of said highway, S. 31 deg. 45' 00" W. 99.87 feet to an iron; thence leaving the margin of said highway and running with the line of Newhauser (Deed Book 408, page 775), N. 58 deg. 54' 23" W. 190.13 feet to an iron (found) in the southeasterly margin of NCSR 1194; thence with the margin of said road, N. 31 deg. 45' 00" E. 99.94 feet to an iron, common corner of Lot Nos. 4 and 5; thence with the common line of said two lots, S. 58 deg. 53' 07" E. 190.13 feet to the BEGINNING, containing 0.436 acres as per survey and plat of J. Randy Herron, RLS, dated October 29, 1997, Drawing No. 2628-1855-B. BEING Lot No. 4 of Block A of Hillside Terrace as per survey and plat recorded in Plat Book "D", Index "H", page 18, Haywood County Registry.

BEING a portion of the property conveyed to Christopher A. Elmer et ux by deed recorded in Deed Book 459, page 2022, Haywood County Registry.

EXCEPTING and RESERVING for the benefit of Lot No. 5 of Block A of Hillside Terrace a right of way and easement for a gravel drive which crosses the above described property, said gravel drive being located across the southeasterly corner of the subject property, said right of way and easement to be as same is now located.

This conveyance is made SUBJECT TO and Grantee herein assumes and agrees to pay the outstanding indebtedness owing on that promissory note secured by a deed of trust from Suzanne C. Levere and Carlton L. Hamlett to James C. Blaine, Trustee for State Employees' Credit Union, dated October 31, 1997, original principal amount of \$61,000.00, recorded in Deed of Trust Book 390, page 1326, Haywood County Registry.

Haywood County--Register of Deeds  
Amy R. Murray  
Inst #588961 Book 566 Page 464  
07/24/2003 10:59:03am

This instrument prepared by: [Space Above This Line For Recording Data]  
JOHN C. KERSTEN

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 18, 2003 together with all Riders to this document.

(B) "Borrower" is SUZANNE LEVERE GRIDER (f/k/a SUZANNE C. LEVERE) and husband, WAYNE ANTHONY GRIDER.

Borrower is the trustee under this Security Instrument.

(C) "Lender" is State Employees' Credit Union.

Corporation, organized and existing under the laws of

North Carolina. Lender's address is P.O. Drawer 25279

Raleigh, NC 27611. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Philip E. Crest.

(E) "Note" means the promissory note signed by Borrower and dated July 18, 2003.

The Note states that Borrower owes Lender SIXTY-THOUSAND AND NO/100

Dollars (U.S. \$ 60,000.00) plus interest. Borrower has promised to

pay this debt in regular Periodic Payments and to pay the debt in full not later than 8/1/2033.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under

the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to

be executed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider                                 |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] CAPPED TWO YEAR ARM |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

NORTH CAROLINA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Barclays Systems, Inc., St. Cloud, MN. Form MD-1-NC 8/18/2001 Customized  
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Form 3034 1/01



FQ2A0

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_

.....[Type of Recording Jurisdiction].....

.....Haywood.....[Name of Recording Jurisdiction].....

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

which currently has the address of .....66, SHIMMANT DRIVE.....[Street]  
.....WAYNESVILLE.....North Carolina .....28786..... ("Property Address"):  
.....[City].....[Zip Code]

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current, if Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 22 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower

to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 16. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such

policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and

retain these payments as a non-refundable loss reserve, if permitted under Applicable Law, in view of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve, if permitted under Applicable Law. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, if permitted under Applicable Law, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has-if any-with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to

refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose

of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with Applicable Law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.



Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5 % of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Attorneys' Fees.** Attorneys' fees must be reasonable.

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

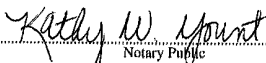
 (Seal)  
SUZANNE LEVERE GRIDER f/k/a Suzanne Levere  
 (Seal)  
WAYNE ANTHONY GRIDER -Borrower

[Space Below This Line For Acknowledgment]

STATE OF NORTH CAROLINA, Haywood County ss:  
I, KATHY W. YOUNT, a Notary Public of the County of Haywood  
do hereby certify that SUZANNE LEVERE GRIDER f/k/a  
SUZANNE G. LEVERE, and her husband, WAYNE ANTHONY GRIDER, personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18th day of July, 2003.  
My Commission expires 4/28/2006




  
Kathy W. Yount  
Notary Public

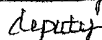
STATE OF NORTH CAROLINA, Haywood County ss:  
The foregoing certificate is a Notary Public of

State of Haywood County

State of North Carolina, Haywood County  
The Forgoing Certificate(s) of KATHY W. YOUNT /NP  
is (are) Certified to be Correct.

This instrument was filed for registration on this 24th Day of  
July, 2003 in the Book and Page shown on the First Page hereof.

Amy R. Murray By 

  
Deputy

Deputy Assistant

## CAPPED TWO-YEAR ARM RIDER TO THE DEED OF TRUST

GRIDER  
029812491

NOTICE: THIS SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This rider is made this 18th day of July, 2003, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust (the "Security Instrument") of the same date given by the undersigned ("the Borrower") to secure Borrower's Note ("the Note") to STATE EMPLOYEES' CREDIT UNION

(the "Note Holder") of the same date and covering the property described in the

Security Instrument and located at  
64 CLEMENT DRIVE, WAYNESVILLE, NORTH CAROLINA 28786

(Property Address)

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Note Holder further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an initial interest rate of 3.750 %. The interest rate may be increased or decreased every 24th month on each "Change Date" as described in the Note. Changes in the interest rate are governed by changes in the index as defined in the Note. The index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year. The maximum change in the interest rate at any one time is 1.0 percentage points. The maximum interest rate variation over the life of the loan is 8.0 percentage points over or under the initial interest rate. The interest rate will not change below 4.75 %.

The monthly payment amount may be adjusted every 24th month to take effect on the month following each Change Date as described in the Note. The new monthly payment amount is based on the interest rate in effect on the Change Date and will remain in effect until the month following the next succeeding Change Date.

### B. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) the interest rate or any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (ii) any sums already collected from Borrower which exceeded limits shall be refunded to Borrower. The Note Holder may choose to make this refund by reducing the principal of the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### C. TRANSFER OF PROPERTY

Paragraph 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Note Holder's prior written consent, Note Holder may, at Note Holder's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

SECU 640A (12/2002)NC

Two Year ARM Rider

## C. TRANSFER OF PROPERTY (continued)

GRIDER  
029812491

If Note Holder exercises such option to accelerate, Note Holder shall mail Borrower notice of acceleration in accordance with Paragraph 15 hereof. Such notice shall provide a period of not less than 30 days from the day the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Note Holder may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 22 hereof.

The Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, the Note Holder and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Note Holder. As a condition to waiving the Note Holder's right to accelerate, the loan terms, including the interest rate payable on the Note, the Margin for future interest rate changes (as that term is defined in the Note), and the maximum interest rate Cap of 8.0 % above or below the initial interest rate shall be subject to modification by the Note Holder.

Notwithstanding a sale or transfer, the Borrower will continue to be obligated under the Note and this Security Instrument unless Note Holder has released Borrower in writing.

## D. BORROWER'S RIGHT TO REINSTATE

Uniform Covenant 19 ("Borrower's Right to Reinstate") is amended to read as follows:

Uniform Covenant 19 of the Security Instrument ("Borrower's Right to Reinstate") is deleted; provided, however, in the event Lender sells, assigns or otherwise conveys its interest in the Note and this Security Agreement to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then Note Holder agrees to permit reinstatement according to the Covenant 19 of the Security Agreement.

## E. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION

As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 22 hereof or abandonment of the Property, Lender, in Person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

By signing this, Borrower agrees to all of the above.

In Witness whereof, the undersigned has set his hand and adopted the word (Seal) appearing beside his signature as his seal this the year and date first above appearing.

Borrower (SEAL)

Borrower Suzanne Levere Grider (SEAL)

Borrower (SEAL)

Borrower Wayne Anthony Grider (SEAL)

## EXHIBIT "A"

BEGINNING on an iron in the northwesterly margin of US Highway 19-23, common corner of Lots Nos. 4 and 5 of the subdivision hereinafter referred to, and runs thence with the margin of said highway, S 31-45-00 W 99.87 feet to an iron; thence leaving the margin of said highway and running with the line of Newhauser (Deed Book 408, Page 775), N 58-54-23 W 190.13 feet to an iron (found) in the southeasterly margin of NCSR 1194; thence with the margin of said road, N 31-45-00 E 99.94 feet to an iron, common corner of Lot Nos. 4 and 5; thence with the common line of said two lots, S 58-53-07 E 190.13 feet to the BEGINNING, containing 0.436 acres as per survey and plat of J. Randy Herron, RLS, dated October 29, 1997, Drawing No. 2628-1855-B. BEING Lot No. 4 of Block A of Hillside Terrace as per survey and plat recorded in Plat Book "D", Index "FP", Page 18, Haywood County Registry.

BEING a portion of the property conveyed to Christopher A. Elmer et ux by deed recorded in Deed Book 459, Page 2022, Haywood County Registry.

EXCEPTING and RESERVING for the benefit of Lot No. 5 of Block A of Hillside Terrace a right of way and easement for a gravel drive which crosses the above described property, said gravel drive being located across the southeasterly corner of the subject property, said right of way and easement to be as same is now located.

BEING the same property described in deed dated October 31, 1997 from Christopher A. Elmer and wife, Stephanie C. Elmer to Suzanne C. Levere and Carlton L. Hamlett, recorded in Deed Book 462 Page 526, Haywood County Registry.

ALSO BEING the same property described in deed dated January 16, 1997 from Carlton L. Hamlett (unmarried) to Suzanne C. Levere in Deed Book 463, Page 948, Haywood County Registry.



Haywood County--Register of Deeds  
Amy R. Murray  
Inst# 593369 Book 574 Page 1444  
09/25/2003 12:46:00pm

Book 390 Page 1326  
REGISTERED  
HAYWOOD COUNTY NC  
10/31/97 1:23 PM  
AMY R. MURRAY  
Register Of Deeds

RETURN TO AHD  
KERSTEN & DAVIS, P.A.  
P.O. DRAWER 1280  
WAYNESVILLE, NC 28786

[Space Above This Line For Recording Data]

13384

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on October 31, 1997  
Suzanne C. Levere and Carlton L. Hamlett

The grantor is

("Borrower"). The trustee is James C. Blaine

("Trustee"). The beneficiary is State Employees' Credit Union

which is organized and existing under the laws of North Carolina, and whose  
address is Post Office Drawer 25279, Raleigh, North Carolina 27611

("Lender"). Borrower owes Lender the principal sum of

-----Sixty one thousand and 00/100----- Dollars (U.S. \$ 61,000.00).

This debt is evidenced by Borrower's note, dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, principal, interest, and payable on November 1, 2027

This Security Instrument secures the performance of all other sums, with interest, advanced under paragraph 7 to  
extensions and modification of the debt evidenced by the Note, with interest, and all renewals,  
to protect the security of the Lender, and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument, and the Lender, with power of sale, hereby irrevocably grants and conveys to Trustee and Trustee's  
successors, assigns, and heirs, with power of sale, the property described property located in

Haywood County, North Carolina;

which has the address of 64 Clement Drive, Waynesville, North Carolina 28786

STATE EMPLOYEES' CREDIT UNION  
PAID & SATISFIED

SEP 12 2003

PHILIP E. GREER  
SENIOR V. PRESIDENT  
LOAN ADMINISTRATION

which has the address of 64 Clement Drive, Waynesville, North Carolina 28786

NORTH CAROLINA-Single Family-FNMA/FHLMC  
UNIFORM INSTRUMENT Form 3034 9/90  
VMP -6R(INC) (9508):01 Amended 5/91  
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 6 Printed on Recycled Paper



2011008432  
HAYWOOD CO, NC FEE \$56.00  
PRESENTED & RECORDED  
10-12-2011 02:33:08 PM  
SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY: DEB SCHAEFER  
CLERK  
BK: RB 811  
PG: 567-571

## EQUITY LINE OF CREDIT NORTH CAROLINA DEED OF TRUST

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to State Employees' Credit Union

P.O. Box 457, Sylva, NC 28779

This instrument prepared by Lynette Mount

Brief Description for the index

Deed Bk 463; Page 948

THIS DEED of TRUST made this 7th day of October, 2011, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
SUZANNE C GRIDER f/k/a SUZANNE C LEVERE WAYNE GRIDER	Philip E. Greer	State Employees' Credit Union  1746 East Main St.  Sylva, NC 28779

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

The designation Grantor, Trustee, and Beneficiary 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.

THIS DEED OF TRUST SECURES AN EQUITY LINE OF CREDIT GOVERNED BY THE  
PROVISIONS OF ARTICLE 9, CHAPTER 45 OF THE NORTH CAROLINA GENERAL STATUTES.  
THE MAXIMUM PRINCIPAL AMOUNT WHICH MAY BE SECURED BY THIS INSTRUMENT AT ANY  
ONE TIME IS \$ 4,500.00

THE TERMS OF THE EQUITY LINE OF CREDIT OPEN END NOTE DATED 10/07/2011 WHICH IS  
SECURED BY THIS DEED OF TRUST ARE INCORPORATED HEREIN BY REFERENCE.

Borrower's Initials: *sg*

PAGE 1

GJ7665



County, North Carolina, (the "Premises") and more particularly described as follows:

BEING a portion of the property conveyed to Christopher A. Elmer et ux by deed recorded in Deed Book 459, page 2022, Haywood County Registry.

TO HAVE AND TO HOLD said premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the

And the said Grantor does hereby covenant and agree with the Trustee as follows:

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the Trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by the Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by federal law and the laws of the State of North Carolina. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions. To this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to the Beneficiary that: Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related material (cumulatively "Hazardous Material") in connection with the Property or transported any Hazardous Materials to or from the property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials, or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials, or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials, or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute.

17. NOTICE. Any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing by notice hereunder from time to time.

#### 18. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Suzanne C. Grider f/k/a Suzanne C. Levere (SEAL)  
SUZANNE C GRIDER f/k/a SUZANNE C LEVERE

Wayne Grider (SEAL)  
WAYNE GRIDER

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

SEAL-STAMP NORTH CAROLINA, Jackson County.

\_\_\_\_ Notary Public of the County and state aforesaid, certify that \_\_\_\_\_ Grantor,  
SUZANNE C GRIDER f/k/a SUZANNE C LEVERE and WAYNE GRIDER  
personally appeared before me this day and acknowledged the execution of the  
foregoing instrument. Witness my hand and official stamp or seal, this 17<sup>th</sup>  
day of October, 2011.  
My Commission expires: February 13, 2015

Lynette G. Mount  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public

SEAL-STAMP NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and state aforesaid, certify that \_\_\_\_\_

\_\_\_\_ Grantor,

personally appeared before me this day and acknowledged the execution of the  
foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

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

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

\_\_\_\_\_  
Printed Name of Notary Public

NORTH CAROLINA

HAYWOOD COUNTY

Haywood County--Register of Deeds  
Amy R. Murray, Register of Deeds  
Book 662 Page 50  
# Pgs: 4 03/15/2006 04:17:43pm

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BEGINNING at an iron pin set in the western margin of the right-of-way of U.S. Highway 19-23 at the eastern common corner of Lots No. 4 and 5 of Map Book D, Index H, Page 18, Haywood County Registry; and runs thence with the common line of said lots North 58 deg. 53 min. 07 sec. West 91.90 feet to a point; thence with a new line South 31 deg. 06 min. 53 sec. West 23.0 feet to a point; thence with a new line South 58 deg. 53 min. 07 sec. East 91.64 feet to a point in the western margin of said right-of-way; thence with the western margin of said right-of-way North 31 deg. 45 min. 00 sec. East 23.0 feet to the point and place of BEGINNING, according to an unrecorded survey prepared for Christopher A. Elmer (bearing drawing number 2628-1855-B) by J. Randy Herron, RLS No. L-3202, dated January 8, 1998.

2. This Lease shall begin as of the date hereof and, unless sooner terminated as herein provided, shall exist and continue as a month to month tenancy which may be terminated by either Lessor or Lessee upon 30 days written notice prior to the last day of the current calendar month of the tenancy.

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6. It is expressly agreed that this Lease is executed and accepted subject to all lawful zoning ordinances and regulations of the Town of Waynesville, now in force or hereafter adopted which in any manner affect the use of the Property, and Lessee shall comply with all such ordinances and regulations.

7. Lessee shall not assign this Lease or sublet any part of the Property without the prior written consent of Lessor.

8. It is expressly agreed that if Lessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed, and shall remain in default thereof for a period of five days after written notice from Lessor calling attention to such default, Lessor may declare this Lease terminated and canceled and take possession of said premises without prejudice to any other legal remedy he may have on account of such default. It is expressly agreed that if at any time during the term of this Lease, Lessee should be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Lessor may at his option declare this Lease terminated and cancelled and take possession of the Property.

9. If the whole of the demised premises shall be taken or condemned by competent authority in the exercise of the power of eminent domain, or decreed under threat thereof, this Lease shall cease and terminate on the date of such taking and the liability of the rent reserved under this Lease shall terminate on such date, and the Lessor shall be entitled to receive the entire condemnation award in such proceeding in respect of the Property, without deduction therefrom for any estate otherwise vested in the Lessee by this Lease Agreement, and Lessee shall not receive any part of the award in such proceeding.

10. Anything herein to the contrary notwithstanding, it is agreed that Lessor shall in no event be deemed to be a partner of, or engaged in a joint venture with, or an associate of Lessee for any purpose whatsoever; nor shall Lessor be liable for any debts incurred by Lessee in the conduct of his business or otherwise. The relationship of the parties during the term of this Lease Agreement shall at all times be only that of Lessor and Lessee.

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12. Lessee shall continuously maintain and pay the premium upon a policy of liability insurance during the term of this Lease, naming Lessor, and Lessor's Mortgagee, as an additional insured and insuring against any loss or liability in the amount of One Million and 00/100 Dollars (\$1,000,000.00). All such policies of insurance shall be in standard form and shall name Lessor, Lessor's Mortgagee, and Lessee as insureds as their interests may appear. Premiums for all policies of insurance herein referred to and all renewals thereof shall be paid by Lessee on or before the beginning date of the next annual policy or renewal period. All such policies shall contain a provision prohibiting the insurer from terminating such coverage until after a period of thirty (30) days following notice of termination or proposed cancellation given to Lessor. If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may obtain and maintain such insurance, and all sums expended by the Lessor for that purpose shall be repayable by Lessee on demand. In addition to the insurance coverage as set forth above, Lessee shall maintain throughout the term and any extended term, at its expense, such other insurance on the Property in such amounts and against such other insurance hazards which at the time are commonly obtained in the case of property similar in use to the Property. The limit of any of the insurance required by this section shall not limit the liability of Lessee. The limits of all insurance required herein shall be increased from time to time as required by good business practice. Neither Lessee nor anyone claiming by, through, under or in Lessee's behalf shall have any claim, right of action or right of subrogation against the Lessor for or based upon any loss or damage relating to the Property, whether such casualty shall arise from the negligence of Lessor, its agents, representatives or employees, or otherwise. Lessor shall not be responsible to Lessee or to any other person, firm, partnership, association or corporation for damages or injuries by virtue of or arising out of earthquakes, riots, windstorms, overflow of water from surface drainage, rains, water, fire or by the elements or Acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee shall indemnify and hold Landlord harmless from any and all claims for damages to person or property to the full extent permitted by law.

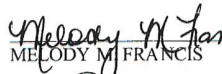
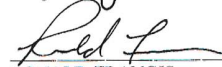
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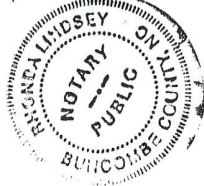
Lessee:

 (SEAL)  
SUZANNE GRIDER  
 (SEAL)  
WAYNE GRIDER

 (SEAL)  
MELODY M. FRANCIS  
 (SEAL)  
RONALD FRANCIS

 (SEAL)  
MELODY M. FRANCIS dba CUTTER'S  
CORNER

Acknowledged before me this 14th day of March, 2006  
Rhonda Lindsey Notary Public County of Buncombe  
My Commission expires April 7th 2007



NORTH CAROLINA

HAYWOOD COUNTY

Haywood County--Register of Deeds  
Amy R. Murray, Register of Deeds  
Book 662 Page 50  
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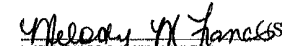

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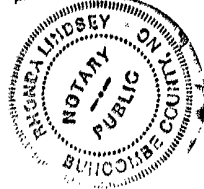
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 (SEAL)  
RONALD FRANCIS

 (SEAL)  
MELODY M. FRANCIS dba CUTTER'S  
CORNER

Acknowledged before me this 15th day of March, 2006  
Rhonda Lindsey Notary Public County of Buncombe  
My Commission expires April 7th 2007







Report For  
LEVERE, SUZANNE C  
64 CLEMENT DR  
WAYNESVILLE, NC 28786

HILLSIDE TERRACE  
DWELLING

64 CLEMENT DR

Heated Area: 948

Year Built: 1955

Total Acreage: 0.42

Township: Waynesville Out

Land Value: \$27,000

Building Value: \$95,500

Market Value: \$122,500

Deferred Value: \$0

Assessed Value: \$122,500

Sale Price: \$0

Sale Date: 01/15/1998

Tax Bill 1: \$930

Tax Bill 2: \$930

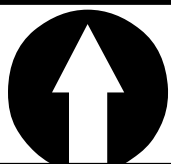
### Account Information

PIN: 8616-90-8565

Deed: 463/948

CAB C/4384

481/1282



February 13, 2025



1 inch = 50 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.





THE TOWN COUNCIL  
WILL HOLD  
A PUBLIC HEARING  
ON MARCH 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





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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](http://www.waynesvillenc.gov)

FOR PUBLICATION IN THE MOUNTAINEER: February 26th and March 5th (Wednesday) editions

Date: February 21, 2025

Contact: Alex Mumby, (828) 452-0401

### **Notice of Public Hearing**

#### **Town of Waynesville Council**

The Town of Waynesville Council will hold a public hearing on Tuesday, March 11<sup>th</sup>, 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 the annexation of one (1) parcel:

1. 0.42-ac parcel at 64 Clement Dr, PIN 8616-90-8565, zoned Raccoon Creek Neighborhood Residential Mixed Use Overlay (RC-NR-MXO).

For more information contact the Development Services Department at: (828) 452-0401, email: [amumby@waynesvillenc.gov](mailto:amumby@waynesvillenc.gov), mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date 3/11/2025**

**SUBJECT:** Approval of Personnel Policy

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:**  
**Department:** Human Resources/Administration  
**Contact:** Page McCurry  
**Presenter:** Page McCurry

**BRIEF SUMMARY:** The Town of Waynesville Personnel Policy has been in need of a complete revision/update to bring the policies therein up to date, including a more competitive vacation accrual schedule and longevity plan and the addition of several new federal policies. The revised policy aims to be more comprehensive and less ambiguous as well as provide more support to Department Heads through a clearer chain of command and grievance procedure.

The Human Resources Department spent several months researching current Personnel Policies for similar jurisdictions, conducting interviews with staff and supervisors, gathering feedback from the UNC SOG Employee Survey, and documenting complaints with the current policy to inform the direction of the proposed draft policy before you.

**MOTION FOR CONSIDERATION:** Approve the proposed revision of the Town of Waynesville Personnel Policy.

**FUNDING SOURCE/IMPACT:** All funds/ \$18,500.00 for Longevity Increases

**ATTACHMENT:**

1. Draft Personnel Policy
2. Letters of Support
3. Longevity Calculation

**MANAGER'S COMMENTS:**

**Town of Waynesville**  
**North Carolina**



**PERSONNEL POLICY MANUAL**  
**Employee Handbook**

**Revisions, additions and/or deletions to Policy Manual are approved  
and adopted by the Mayor and Town Council**

Last updated: \_\_\_\_\_

# Welcome

Welcome to the Town of Waynesville! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of the opportunities to enhance your career and further the Town of Waynesville's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, the Town of Waynesville will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the Town of Waynesville's success.

The purpose of this policy manual is to provide officials and employees of the Town of Waynesville (hereinafter referred to as the Town) with a concise document which contains the general personnel policies governing Town personnel. This policy manual replaces and supersedes all previously issued manuals, policies, memorandums, and directives.

The issuance of this personnel policy manual does not constitute a contractual relationship with employees and is adopted by Resolution by the Mayor and Town Council. The Town has the right to change or suspend any provisions of this manual at any time at the Town's discretion. No term of this personnel policy manual will be binding on the Town.

Reference is made throughout this manual to the personal pronouns "his," "him," and "he." The use of these terms is not intended to imply gender and consequently such reference means all persons.

Please take time to review the personnel policies contained in this manual. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

BE IT RESOLVED, by the Town Council of the Town of Waynesville, that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Town of Waynesville.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TOWN OF WAYNESVILLE**

---

J. Gary Caldwell, Mayor

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## **ARTICLE I. GENERAL PROVISIONS**

### **Section 1. Purpose of the Policy**

It is the purpose of this policy, and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the Town under the supervision of the Town Manager. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina. Nothing contained in this article should be construed as creating any type of employment contract between or among the town and any of its employees, either express or implied. Additionally, nothing contained in this article shall restrict the town's right to unilaterally change the policies, practices and procedures described herein. While, in the normal course of events, the town intends to follow the provisions set forth in this article, in whole or in part, and other policies, practices and procedures affecting personnel, certain situations may occur in which the town, at its sole discretion, will not follow this policy unless otherwise required by law.

### **Section 2. At Will Employment**

The employment relationship between the Town and the employee is terminable at the will of either at any time and with or without cause and with or without notice, unless otherwise stated in a written individual employment agreement signed by the Manager on behalf of the Town Council. No employee, officer or representative of the Town has any authority to enter into any agreement or representation, verbally or in writing, which alters, amends, or contradicts this provision or the provisions in these policies. Any exception to this policy of at-will employment must be expressly authorized in writing, approved by the Council, and executed by the officers designated by the Council.

None of the benefits or policies set forth herein are intended, because of their publication, to confer any rights or privileges upon employees or to entitle them to be or remain employed by the Town. The contents of this document are presented as a matter of information only.

These personnel policies are not a binding contract, but merely a set of guidelines for the implementation of personnel policies. Nothing herein is intended to or creates an employment agreement, express or implied. Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period. The Town explicitly reserves the right to modify any of the provisions of these policies at any time and without any notice to employees.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the [National Labor Relations Act \(NLRA\)](#). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Town of Waynesville employees have the right to engage in or refrain from such activities.

Notwithstanding any of the provisions within these policies, employment may be terminated at any time, either by the employee or by the Town, with or without cause and without advance notice.

### **Section 3. Merit Principle**

All appointments, promotions, and other human resource transactions shall be made solely based on merit, except where organizational needs warrant other considerations. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religion, gender, national origin, political affiliation, sexual orientation, age, disability, genetic information, marital status, veteran status, or based on actual or perceived gender identity.

### **Section 4. Responsibility of the Town Manager**

The Town Manager shall be responsible to the Town Council for the administration and technical direction of the personnel program. The Town Manager shall appoint, suspend, and remove all Town employees except those whose appointment is otherwise provided for by law. The Town Manager shall make appointments, dismissals, demotions, and suspensions in accordance with the Town charter and other policies and procedures spelled out in other Articles in this Policy. The Town Manager will be responsible for interpreting policies when necessary and recommending to the Town Council policy changes and new policies. The Town Manager will also be responsible for determining conditions of employment. The Town Manager shall supervise or participate in:

- 1) Recommending rules and revisions to the personnel system to the Town Council for consideration.
- 2) Making changes as necessary to maintain an up-to-date and accurate position classification plan.
- 3) Preparing and recommending necessary revisions to the pay plan.
- 4) Determining which employees shall be subject to the overtime provisions of [FLSA](#).
- 5) Developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town.
- 6) Performing such other duties as may be assigned by the Town Council not inconsistent with this Policy; and
- 7) Appointing an employee to the role of Human Resources Director.

### **Section 5. Responsibility of the Town Council**

The Town Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the general statutes.

### **Section 6. Responsibility of the Human Resources Director**

The Human Resources Department is responsible for maintaining all official personnel files which include but are not limited to the following: employment applications, conditions of employment, reference checks, performance evaluation forms, attendance records, disciplinary actions taken, commendations received, and documentation of all other personnel actions as deemed pertinent by the Town Manager.

The responsibilities of the Human Resources Director shall be to ensure the establishment, implementation and management of a modern personnel system reflecting the [Equal Employment Opportunity](#) and non-discriminatory vision and values of the Town of Waynesville. Those responsibilities include, but shall not be limited to, the following:

- 1) Recommending rules and revisions to the personnel system to the Town Manager for consideration.
- 2) Recommending changes as necessary to maintain an up-to-date and accurate position classification plan.
- 3) Recommending necessary revisions to the pay plan.
- 4) Recommending which employees shall be subject to the overtime provisions of FLSA.
- 5) Maintaining a roster of all persons in municipal service.
- 6) Establishing and maintaining a list of authorized positions in municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful.
- 7) Developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town.
- 8) Developing and coordinating training and educational programs for Town employees.
- 9) Periodically investigating the operation and effect of the personnel provisions of this Policy; and
- 10) Performing such other duties as may be assigned by the Town Manager not inconsistent with this Policy.

## **Section 7. Application of Policies, Plan, Rules, and Regulations**

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all Town employees. The Town Manager, Town Attorney, members of the Town Council and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

## **Section 8. Departmental Rules and Regulations**

Because of the personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager and shall not in any way conflict with the provisions of this Policy but shall be considered as a supplement to this Policy.

## **Section 9. Structure of the Organization**

### **A. Chain of Command**

The following procedures should be used when communicating with the chain of command:

Routine matters: Consult with your direct supervisor.

Extraordinary matters: Consult with your direct supervisor or department-head, first, then the Town Manager, or appropriate staff as may be required.

Press inquiries: The Town Manager should receive all initial media contacts, and in their absence, they should be directed to the appropriate staff member handling a matter about which the media is inquiring, or who has expertise in the area of inquiry. It is important that requests, emails, or calls are centrally handled to avoid having more than one spokesperson commenting on the same subject, and to ensure that any comments made are consistent with the views of the Town Manager.

Communication: All employees should consult regularly with their direct supervisor. One of the most difficult functions of any large organization is communication and keeping the right people informed about matters they should know or need to know. Your direct supervisor should have a working knowledge of the status of all assignments, and it is the responsibility of both the supervisor and the employee to ensure that this happens. For routine matters, the Department Head will establish the manner of communication. Department Heads should always be kept informed on matters that could have a serious impact on the Town and the Assistant Town Manager and Town Manager should be informed, as the situation requires.

### **B. Emergency or Extraordinary Matters**

For emergency or extraordinary matters that the employee believes should be discussed without delay, the Department Head or the Town Manager must be notified as soon as possible. In the absence of the Department Head or the Town Manager, the Assistant Town Manager or the Department Head of another department should be contacted.

It is very difficult to define what might be included in this category, but the best course of action is that when in doubt, let your direct supervisor know what is happening if it appears that the act has potential for interest from the Town Council, the press, the public, or other municipalities. The Department Head will then decide whether the Town Manager, or others, should be consulted. Even when the Town Manager is directly consulted or otherwise involved in the matter, the appropriate Department Head should also be notified to avoid gaps in communication.

### **C. Non-routine Administrative Decisions**

The Town Manager is the ultimate decision-maker on all issues and should be consulted as necessary for any decision. However, in the interest of efficient administration of the office, and to keep appropriate staff informed of matters affecting the office, the Assistant Town Manager should, under normal circumstances, be consulted by the appropriate Department Head, or a

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supervisor in their absence, when there is an administrative office decision to be made. This includes, among other things, permission for travel, dealing with other municipalities and state agencies, or similar situations that may arise.

#### **D. Suspected Fraud, Waste, or Abuse**

Any employee suspecting fraud should promptly report such fraud or suspected fraud to the Assistant Town Manager and the Finance Director.

Suspected waste or abuse should be reported to the supervisor first, then a Department Head.

### **Section 10. Definitions**

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**Allocated Position.** An allocated position is authorized as a regular position by the Town Council. Regular allocated positions are assigned a specific job title, salary grade, salary range, duties, and minimum qualifications. Appointments to allocated positions are made through a competitive selection process. All town positions are subject to budget review and approval each year by the Town Council.

**Continuous Service.** Years of regular service with the Town of Waynesville without a termination and rehire of employment. This does not include [Family and Medical leaves of absence](#). Continuous service regarding Health Insurance for Retirees only includes full-time, regular employees.

**Exemptions -General.** The exempt or non-exempt status of any particular employee must be determined on the basis of the nature of work performed, the duties, responsibilities assigned, and the terms or conditions of employment and in accordance with [the Fair Labor Standards Act \(FLSA\)](#) testing.

#### **Definitions:**

**Exempt.** Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

**Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Grievance.** A claim or complaint based upon an event or condition which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment expectations.

**Immediate Family.** Immediate family, for purposes of these policies, means employee's spouse, guardian, children, brother, sister, parent(s), in-laws of the employee and anyone living as a part of the household of the employee. Employment of individuals who are cohabiting or were formerly related shall be subject to the same conditions as immediate family or close relatives.



For the purpose of this policy, “cohabiting” shall mean to live together in a sexual relationship when not legally married.

**Part-Time Employee.** Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 19 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the Town and are subject to the terms, conditions, and limitations of each benefits program.

**Pay Status.** When an employee is working or is on paid leave (vacation leave or sick leave).

**Probationary Employee.** A person appointed to an allocated position who has not yet successfully completed the designated probationary period. A probationary employee may be rejected, dismissed, demoted, or suspended without the right to appeal. A probationary employee does not accrue or have access to vacation leave. A probationary employee accrues and has access to sick leave. An employee who successfully completes the probationary period will be considered a regular employee of the Town.

**Probationary Period.** The initial six (6) months ([12 months for Sworn Law Enforcement Officers](#)) of employment or promotion representing the period of observable work performance to determine the suitability and ability of the employee to satisfactorily perform the duties and responsibilities of the position. The Probationary Period may be extended up to an additional six (6) months but shall not exceed twelve (12) months (18 months for Sworn Law Enforcement Officers).

**Regular Full-Time Employee.** Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary or Seasonal Employee.** A person hired by a department to perform additional extra help. Many work on a seasonal or short-term basis. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Trainee.** Employee status when an applicant is hired (or employee promoted) does not meet all the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status. An employee in a trainee status may be compensated at a reduced rate of pay until they meet all requirements for the position.

**Volunteers.** Excluded from the definition of “employee” and this from coverage of the FLSA, individuals who volunteer services to the Town, such as volunteer fire fighters and who volunteer services without compensation, but are paid expenses, reasonable benefits, or a nominal fee.

## **ARTICLE II. POSITION CLASSIFICATION PLAN**

### **Section 1. Purpose**

The position classification plan provides a complete inventory of all authorized and allocated positions in the Town service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

### **Section 2. Composition of the Position Classification Plan**

The classification plan shall consist of:

- 1) A grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions.
- 2) Class titles descriptive of the work of the class.
- 3) Written specifications for each class of positions; and
- 4) An allocation list showing the class title of each position in the classified service.

### **Section 3. Use of the Position Classification Plan**

The classification plan is to be used:

- 1) As a guide in recruiting and examining applicants for employment.
- 2) In determining lines of promotion and in developing employee training programs.
- 3) In determining salary to be paid for various types of work.
- 4) In determining personnel service items in departmental budgets; and
- 5) In providing uniform job terminology.

### **Section 4. Administration of the Position Classification Plan**

The Human Resources Director shall allocate each position covered by the classification plan to its appropriate class and shall be responsible for the administration of the position classification plan. The Human Resources Director shall periodically review portions of the classification plan and recommend appropriate changes to the Town Manager.

### **Section 5. Authorization of New Positions and the Position Classification Plan**

New positions shall be established upon recommendation of the Town Manager and approval of the Town Council. New positions shall be recommended to the Council with a recommended class title after which the Town Manager, or designee, shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated. The position classification plan, along with any new positions or classifications, shall be approved by the Town Council and on file with the Human Resources Director.

### **Section 6. Request for Reclassification**

Any Department Head who considers a position within their department to be misclassified shall submit a request in writing for reclassification to the Human Resources Director. Upon receipt of such request, the Human Resources Director shall study the request, determine the merit of the reclassification, inform the Town Manager of the request, and make any recommended revision to the classification and pay plan to the Town Manager.

## **ARTICLE III. THE PAY PLAN**

### **Section 1. Definition**

The pay plan includes the basic salary schedule and the “Assignment of Classes to Grades” adopted by the Town Council. Each position is assigned a classification title, and each title is assigned to a salary grade with a specific salary range. Positions are assigned to grades within the pay plan based on the duties and responsibilities assigned. Positions with more complex tasks, more responsibility, or requiring more technical knowledge are assigned to higher salary ranges than positions with less responsibilities or knowledge requirements. Salary ranges are set based on two components: competitiveness with the market and internal equity with similar positions and occupational groups. The pay classification system contains a salary range delimited by a minimum and a maximum rate. These rates are adopted by the Town Council upon recommendation of the Town Manager and are updated at times determined by the Town Manager.

### **Section 2. Administration and Maintenance**

The Town Manager, assisted by the Human Resources Director, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the Town, and other factors. To this end, each budget year the Human Resources Director may make comparative studies of all factors affecting the level of salary ranges including the consumer price index, anticipated changes in surrounding employer plans, and other relevant factors, and will recommend to the Town Manager such changes in salary ranges as appear to be pertinent. Such changes may be made in the salary ranges such that the minimum and the maximum change according to the market. Periodically, the Town Manager shall recommend that individual salary ranges be studied and adjusted as necessary to maintain market competitiveness. Such adjustments will be made by increasing or decreasing the assigned salary grade for the class and possibly adjusting the rate of pay for employees in the class when the action is approved by the Town Council.

### **Section 3. Starting Salaries**

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A new regular employee is normally hired at the minimum of the salary range for the classification involved. Appointments above the minimum may be made with approval of the Human Resources Director and the Town Manager when deemed in the best interest of the Town and will be based on such factors as exceptional qualifications of the applicant much higher than the required education and experience for the class, shortage of qualified applicants, equal pay justification or operational need.

#### **Section 4. Trainee Designation and Provision**

Applicants being considered for employment or Town employees who do not meet all the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the Town Manager to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the Department Head.

"Trainee" salaries shall be no more than two grades below the minimum salary rate established for the position for which the person is being trained. A new employee designated as "trainee" shall be regarded as being in a probationary period. However, trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed.

If the training is not successfully completed to the satisfaction of the Town Manager, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least the minimum rate established for the position for which the employee was trained.

#### **Section 5. Cost of Living Adjustment**

Upward movement within the established salary range for an employee is not automatic but rather based upon specific performance-related criteria. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the Town Manager. Cost of Living Adjustment (COLA) increases may be granted annually to offset inflation and maintain the value of a person's income. The amount of COLA increase may vary from year to year, depending on the budget adopted by the Town Council. Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a COLA.

#### **Section 6. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications**

**Promotions.** A promotion is a move to a position with a higher salary grade. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the minimum of the new salary grade, or to a salary which provides an increase of approximately 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the Town Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employees' qualifications for the job and relative worth to the Town, taking into account the

range of the position and the relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the Town shall consider internal comparisons with other employees in the same or similar jobs.

**Demotion.** A demotion is a move to a position in a lower salary grade. Demotions can be either voluntary, where the employee chooses to take a position in a lower salary grade, or involuntary/disciplinary, resulting from inefficiency in performance or as a disciplinary action. When an employee is voluntarily demoted to a position for which qualified, the salary will be cut to reflect a decrease in job responsibilities. The new salary shall be set in the lower pay range that provides a salary commensurate with the employee's qualifications and is consistent with the placement of other employees within the same classification. Employees who accept a voluntary demotion and retain their salary, and are then promoted within 12 months, will retain that same salary. If the demotion is the result of discipline, the salary shall be decreased at least 5%. If the salary of the demoted employee is above the maximum of the new range, the employee's salary shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

**Lateral Transfer.** A lateral transfer is a move from one position to another position at the same salary grade. The salary of an employee who takes a lateral transfer shall remain the same and not be changed by the reassignment.

**Reclassification.** A reclassification is a change in a position's salary grade and title due to a significant increase or decrease in job responsibilities and duties. An employee whose salary is below the minimum of the new salary grade will receive a salary increase at least up to the new minimum salary. If the current salary is above the new salary range minimum, there may be a pay increase based on increased job responsibilities and commensurate with the employee's qualifications and is consistent with the placement of other employees within the same classification.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.

**Labor Market Adjustment.** When an employee's position is adjusted to a class having a higher salary range due to the current labor market trends for hiring and retention, the employee's salary will be adjusted to at least the minimum of the new salary range.

**Redefinition of Class.** When an employee's position is redefined due to redefinition of position class or class series to include departmental organizational changes and/or classification description, no salary increase will be given, only the position title will change.

## **Section 7. Salary Range Revisions**

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A salary range revision is a change in the salary range or grade assigned to a specific class of positions. The change may be based upon increased salaries in the relevant labor market, recruitment and retention data, or increased complexity in job content. Salary equity within the work unit must be maintained and other management needs must be given consideration when salary changes based on range revisions are made. When a class of positions is assigned to a higher salary grade, the employees' salaries may also change according to the following guidelines:

- 1) Employee salaries shall be increased, if they are below the new minimum, to at least the minimum rate of the new salary range.
- 2) Salaries that fall between the new minimum and the midpoint of the new salary range do not have to be increased. If funds are available and where appropriate, individual salary increases may be considered but the total cannot exceed the dollar amount provided by the difference in the minimum salaries of the old range and the new range. If the employee's current salary is at the midpoint or above of the new salary range, the salary will remain the same.
- 3) When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

## **Section 8. Transition to a New Salary Plan**

The following principles shall govern the transition to a new salary plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new salary plan.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to the new minimum, or higher, for their classes.
- 3) All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the employees' salary range is increased above the employees' current salary.

## **Section 9. In-Range Salary Adjustment**

It is the policy of the Town of Waynesville, subject to the availability of funds, to grant in-range salary adjustments to recognize job change of employees in regular full-time positions, to establish equitable salary relationships, and/or to respond to labor market conditions. Only regular full-time employees are eligible for increases under this policy. In-range adjustments may be considered in the following circumstances:

- 1) Job Change – This type of adjustment is to compensate for changes in job duties and responsibilities as documented in position classification specifications that are at a higher

level, but not enough to justify a reclassification to a higher salary grade, or a salary range revision.

- 2) Recruitment/Retention Problems – This type of salary adjustment may be made to reduce or avoid turnover due to market or other conditions that affect retention.
- 3) Salary Equity – This type of salary adjustment is used to establish or re-establish equitable salary relationships among employees in a relevant work unit performing the same type and level of work considering education, skill, related work experience, length of service and performance level.

A completed request for an in-range salary adjustment must be made in writing by the Department Head and include the following information: employee name, classification title, current salary, summary of conditions that support the request, and justification for percent increase requested. It is the responsibility of the Human Resources Director to assess salary administration priorities and in-range salary adjustment requests based on documentation and justifications and make recommendations to the Town Manager. As part of this process, the salary of each employee in the department should be examined for equity purposes. The recommended salary increase can be made up to 15%, subject to the approval of the Town Manager.

## **Section 10. Effective Date of Salary Changes**

Salary changes approved after the first working day of a pay period shall become effective at the beginning of the next pay period, or at such a specific date as may be provided by procedures approved by the Town Manager.

## **Section 11. Overtime Pay Provisions**

Employees of the Town can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the Town and determined by the Department Head. Overtime work must be approved in advance by the supervisor. Employees are not allowed to perform work during any time that they are not scheduled to work unless they receive approval from their supervisor.

To the extent that local government jurisdictions are so required, the Town will comply with the [Fair Labor Standards Act \(FLSA\)](#). The Human Resources Director shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

All employees will have an established work week from Thursday through Wednesday for the purpose of computing overtime compensation. The work week will run from midnight to midnight. Exception: Law enforcement personnel and fire fighters will work a 28-day work cycle. Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period; 171 hours for police and 212 hours for fire personnel in a 28-day cycle). It is the policy of the Town that employees

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receive overtime pay at a rate of one-and-one-half (1 ½) hours for each hour of overtime worked beyond the FLSA established limit. An employee must physically work over 40 hours, 171 hours, or 212 hours, as may be applicable, to earn overtime. In no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes. Employees in positions determined to be "exempt" from the FLSA are not eligible for overtime pay.

### **Disaster Overtime Pay.**

#### *Emergency Situations – non-exempt employees*

In emergency situations, non-exempt employees will be compensated at their usual overtime rate of time and one half for hours worked in excess of (40) forty hours per week and double time for hours worked on weekends and holidays. Police Officers are paid regular pay for hours worked up to 171 in a 28-day cycle and any hours over 171 are paid at time and one half. Fire Fighters are paid regular pay for hours worked up to 212 in a 28-day cycle and any hours over 212 are paid at time and one half.

#### *Emergency Situations – exempt employees*

For exempt employees (including Department Heads) required to work extended hours during an emergency, the Town Council shall compensate for hours worked over and above the regular workweek at their regular hourly rate.

#### *Waynesville Police Department – exempt employees*

Exempt employees of the Waynesville Police Department shall be compensated for hours worked above and beyond the regular workweek at time and one half the hourly rate through government programs or grants where the Town is compensated for the pay. For example, but not limited to, the Governor's Highway Safety Program and TFO program with any of the Federal Agencies. All Federal and State employment laws and statutes, as well as grant related requirements, will be followed in applying this policy.

## **Section 12. Call-back Pay, Stand-by Pay**

The Town of Waynesville must provide a variety of critical emergency services 24 hours a day, seven days a week. The need for these services may occur when employees with the necessary skills are not on duty. As a result, the Town must be assured that skilled employees are always readily available by placing some employees on standby status. At other times it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. Employees in such positions will share in the responsibility for continuous service, in accordance with the nature of each position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary action up to and including dismissal.

**Call-Back Pay.** Non-exempt employees will be paid at one and a half times their hourly rate of pay for hours worked outside their normal schedule if they are actually required to respond or return to work. When a non-exempt employee is called back to work or a worksite because of special needs or an emergency, non-exempt employees will be paid for a minimum of two hours of work, even if their actual work time was shorter. "Callback" provisions do not apply to



previously scheduled overtime work (scheduled one or more days in advance). If more than one callback occurs within a given shift, total callback time cannot exceed two hours unless the work time exceeds two hours. On-call duty will not be assigned to employees who are on approved vacation leave, sick leave, civil leave, or military leave without authorization from the Town Manager.

**Stand-by Pay.** Each applicable department has an established rotation where different employees share responsibility for being ready to respond or return to work for a specified period of time when called. On-call status means being fit and able to report to work within an acceptably short period of time, as designated by the department.

Hours actually worked while on stand-by are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week. In addition, employees on stand-by will be paid an established flat stand-by rate of no less than two hours of compensation for each on-site call-back response. Stand-by time is defined as that time when an employee must remain near an established telephone or otherwise substantially restrict personal activities in order to be ready to respond when called.

Time spent by an employee who is required to remain on-call/stand-by on the Town's premises or so close thereto that he cannot use the time for his own purposes is considered working time. However, if he is required only to leave word where he may be reached, or has the use of the Town's cell phone, the hours spent on call-or on stand-by are not regarded as working time.

Stand-by duty will not be assigned to employees who are on approved vacation leave, sick leave, civil leave, or military leave without authorization from the Town Manager.

**On-call status** – a non-exempt employee must be available for contact and be able to respond, and/or report back to work if needed.

**Call-back status** – is when a non-exempt employee has left the worksite and is requested to respond on short notice to an emergency work situation to:

- avoid significant service disruption.
- avoid placing employees or the public in unsafe situations, or
- protect and/or provide emergency services to property or equipment.

Call-back may involve either: going back to work or responding via telephone/computer.

### **Section 13. Police Department's Field Training Officer Program**

Field training plays an important part in the effective training of new Police Officer recruits. Through exposure to actual experiences and the accompanying field problems, patrol situations, investigations, and crime incidents, the recruit learns to apply classroom principals to live situations. The field training experience is also used to see if a new recruit can function effectively as a police officer. Ideally, field training serves as a continuation of the selection process in addition to its training functions. Each new incoming Police Officer to the Town of Waynesville will spend time under a Field Training Officer (FTO). The Town acknowledges that

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an FTO must prepare and complete Daily Observation Reports, plan for tasks to be completed, prepare training scenarios, develop remedial strategies, etc. To compensate an FTO for their time spent conducting the extra duties required while performing in the role of FTO, an FTO assigned to a new incoming officer will record one (1) hour of Compensatory Time for each 12-hour shift worked in the capacity of FTO. Compensatory Time under the FTO program will be recorded in the appropriate OT/Compensatory Time column on the FTO's timecard each work period.

#### **Section 14. Holiday Pay**

Holidays are equivalent to 8 hours straight-time pay for all regular, nonexempt, full-time employees regardless of their typical workweek schedule and are excluded from hours worked in calculating overtime. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime; with the exception of police and fire employees whose holiday pay is based on their shift hours.

To receive holiday pay, an employee must be at work or taking an approved absence on the workdays immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the Town may require verification of the reason for the absence before approving holiday pay.

Regular holidays which occur during a vacation, sick leave, or other paid leave period of any officer or employee of the town shall not be considered as vacation, sick leave, or other leave.

#### **Section 15. Payroll Deduction**

Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the Town Manager as to capability of payroll equipment, associated increase in workload and appropriateness of the deduction.

#### **Section 16. Hourly Rate of Pay**

Employees working in a part-time or temporary capacity with the same duties as full-time employees will work at a rate in the same salary range as the full-time employees. The hourly rate for employees working other than 40 hours per week, such as police officers working an average 42 hours per week, will be determined by dividing the average number of hours scheduled per year into the annual salary for the position.

#### **Section 17. Longevity Pay**

Effective 7/1/01, full-time employees will receive longevity pay in the last week of October, for each year that reflects the years of service as of July 1, of that fiscal year. Any employee that retires from service with the Town between July 1, and the date when that last payroll of October is issued, will receive the longevity check at their time of retirement. An employee will only be entitled to receive one longevity check in any fiscal year.

Employees will receive longevity pay in the last week in October (unless it is a payroll week; in which case it would be the first week in November) that reflects years of service as of July 1, of each year according to the following schedule:

Years of Service	Longevity Amount
5 - 9	\$300.00
10 - 14	\$500.00
15 - 19	\$700.00
20 plus	\$1,000.00

If an employee goes on leave without pay, longevity shall not be paid until the employee returns to work.

#### **Section 18. Acting Assignment and Pay**

An employee who is formally designated to perform the duties of a position that is assigned to a higher salary grade than that of the employee's regular classification, or a Department Director assuming the duties of two departments for a period of 30 days or more shall receive an increase for the duration of the "Acting" assignment. The employee shall receive a salary adjustment of at least 5% upon the start of the assignment. The salary and relative qualifications of the employees in the same or similar classification will be taken into account. The salary increase shall be temporary and upon completion of the assignment, the employee shall go back to the salary he or she would have had if not assigned to the "Acting" role, taking into account any increases the employee would have received if he/she had not been placed in the "Acting" role.

#### **Section 19. Time Records**

All employees are required to complete accurate bi-weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each pay period, the employee and his or her supervisor must sign the time record attesting to its correctness before forwarding it to the Finance Department for payroll activity. All time records that are not approved by the supervisor will be returned to the employee and must be signed and approved by the supervisor, or the department head if the supervisor is unavailable, before payroll.

Records of hours worked, and wages paid are required to be kept for each employee subject to this policy. Records must be preserved for at least three years. Such records will be kept by the Human Resource office.

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The Human Resources department will audit time and attendance records for the purpose of maintaining fiscal responsibility.

## **Section 20. Work (general terms)**

**Work Week.** A work week is a regular recurring period of 168 consecutive hours. The work week need not coincide with the calendar week. It may begin any day of the week and at any hour of the day, but it must in each case be established in advance. The work week may be changed, but only if the change is intended to be permanent and is not made to evade the policy. The Town will operate under a one work week period. All employees will have an established work week from Thursday through Wednesday for the purpose of computing overtime compensation. The work week will run from midnight to midnight. Exception: Law enforcement personnel and fire fighters will work a 28-day work cycle.

**Unauthorized Work.** Hours worked by an employee without his supervisor's permission or contrary to his instructions may or may not be considered as hours worked. Unrecorded hours worked during a workweek by an employee at the job site or at his home must be counted as hours worked if the supervisor knows or has reason to know of such practice. The Town must enforce the no-work rule and may not unjustly benefit from work performed without prior knowledge.

**Hours Worked.** "Hours worked" is defined as the time during which an employee is required, suffered, or permitted to be on duty on the Town's premises or at a prescribed workplace. Ordinarily, an employee's working hours will include all hours from the beginning of the workday to the end with the exception of periods when the employee is relieved of all duties for the purpose of eating meals.

**Pay Information.** The Town of Waynesville's pay periods for all employees is bi-weekly on Thursday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday, when possible. Pay is directly deposited into the employee's checking or savings account as set up during the onboarding process. The only exception is the first check following employment may be in the form of a check to allow for proper direct deposit routing to be confirmed by the Finance Department.

**Use of Town Property.** Use of Town-owned property is intended for official Town business only. Town-owned property including supplies, tools, materials, equipment, and vehicles are not for personal use and should not be removed from Town property except in the conduct of official Town business. Vehicles owned by the Town will be cared for in a responsible way. Such vehicles are to be used exclusively for Town business, except in special circumstances the Town Manager may authorize an employee to take a vehicle home if it is in the best interest of the Town. Use of Town vehicles for commuting to and from work usually will be limited to an employee who is subject to emergency call-back work. Employees who drive Town-owned vehicles back and forth to work will be subject to all provisions of the Internal Revenue Service regarding private use of Town vehicles and will provide information on their driving record prior to being hired.

**Use of Personal Vehicle for Business.** When it is necessary to use a personal car for Town business, with prior approval of the Town Manager, the Town will pay the prevailing Internal Revenue Service rate for business mileage for use of the private vehicle. A travel expense form must be completed by the individual and submitted to the department head for approval. It should be understood that no coverage for physical damage to an employee's personal vehicle is covered by the Town.

**Seatbelt Policy.** Seatbelts are to be worn by drivers and passengers in Town vehicles or in personal vehicles while on Town business if seatbelts are available and the vehicle is being used for transportation.

**Tobacco-Free Workplace Policy.** Smoking and use of tobacco products is not allowed in Town buildings, vehicles, or work areas at any time. Tobacco products (including, but not limited to, cigarettes, pipes, chewing/smokeless tobacco, electronic smoking devices, e-cigarettes, and other tobacco products. See Town of Waynesville Tobacco Ordinance for definitions and specific public areas where tobacco products are prohibited.

The Town is committed to providing support to all employees who wish to stop using tobacco products and ensuring that employees have access to assistance with tobacco cessation. For more information, please visit or call the Human Resources Department.

## **ARTICLE IV. RECRUITMENT AND EMPLOYMENT**

### **Section 1. Equal Employment Opportunity Statement**

The Town of Waynesville fosters, promotes, and maintains a consistent recruitment program to promote equal employment opportunity and to identify and attract the most qualified applicants for all vacancies. This intent is achieved through consistency in announcing all positions, evaluating all applicants on the same criteria, providing reasonable accommodations as needed, and by applying consistent testing methods when applicable. The Town shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, without regard to race, religion, color, gender, national origin, age, veteran status, marital status, political affiliation, sexual orientation, disability, genetic information, or on the basis of actual or perceived gender identity.

### **Section 2. Recruitment, Selection, and Appointment**

**Recruitment Sources.** When job vacancies occur within the Town, the Human Resources department will be responsible for informing each department head and placing vacancy notices in conspicuous places where Town jobs are customarily posted such as the Town of Waynesville website. Postings for vacant positions may be posted internally and externally at the same time. Internal job postings will be listed in-house for at least five (5) working days. Current employees must file a written internal application with the Human Resources department to be considered

for the vacant position. The Human Resources office is responsible for the distribution of vacancy notices that will provide a reasonable opportunity for all employees to be aware of vacancies.

Information on job openings and hiring practices may be provided to a variety of recruitment sources, including professional organizations and news media. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for Town service. In rare situations because of emergency conditions, high turnover, etc., the Town may hire or promote without advertising the position, upon approval of the Town Manager.

**Job Advertisements.** Jobs may be advertised in local newspapers, professional publications, and other relevant publications to establish a diverse and qualified applicant pool. The North Carolina Division of Employment Security may also be used as a recruitment source. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

**Employment Application.** All persons expressing interest in employment with the Town shall be given the opportunity to file an official Town of Waynesville application for employment for positions that are vacant. Applications will be accepted at any time a job vacancy exists. Applications may be submitted through [NCWorks](#) (formerly NC Office of Employment Security) or the Human Resources Department. All information provided on the application must be true and correct with the provision of false information being grounds for elimination from consideration and/or dismissal from Town employment. Additional disciplinary procedures can be instituted as provided in G.S. 14- 3 and G.S. 14-122.1. (Adopted by the Mayor and Board of Aldermen, 10/7/98). The applications are typically screened and referred to the hiring department by Human Resources. The hiring department conducts interviews, checks references, and selects the candidate best qualified for the job. Both Human Resources and the Town Manager approve hires before job offers are made.

Applications will be kept in an inactive reserve file for a period of one year, in accordance with [Equal Employment Opportunity Commission](#) and [North Carolina Municipal Records Retention and Disposition schedule guidelines](#).

**Selection.** Department Directors, with the assistance of the Human Resources Director, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including education verification and criminal history. All selection devices administered by the Town shall be valid measures of job performance.

**Testing.** Applicants for certain positions may be required to take various job-related tests which measure ability, aptitude, agility, or skill. The Town may also require a polygraph examination for law enforcement applicants. Law enforcement personnel will be required to have been administered a psychological screening examination by a clinical psychologist or psychiatrist licensed to practice in North Carolina in accordance with 12 NCAC 9B.0101. Law enforcement personnel who carry firearms may be subject to periodic evaluation for mental and physical

fitness for duty. All tests given to applicants will be administered and evaluated by qualified individuals chosen by the Town and at the Town's expense. All tests administered will conform to all applicable legal regulations.

**Medical Examination/Fitness for Duty.** All applicants will be required to undergo a drug screening and physical examination by a licensed physician after receiving a conditional offer of employment. Such examinations will be at the expense of the Town.

**Identification.** All personnel employed by the Town must present a valid driver's license or other acceptable form of identification at the time of employment.

All new appointments to the Town will present proof of identification and employment eligibility before they are placed on the Town payroll. New appointments are required to present acceptable documentation in accordance with the [Immigration Reform and Control Act of 1986](#). The Human Resources department will be responsible for obtaining adequate identification to satisfy the requirements of the Act. Documentation will be maintained on file in accordance with the Act.

**Background Checks.** All employees who go through the Town's hiring process will complete a background check. Such background checks may also apply to internal candidates who are being considered for a promotion or transfer. A background check form is part of the onboarding paperwork and will be provided to those who are offered a position with the Town of Waynesville.

Background screening will not be used to disqualify someone or reduce the number of applicants for a position. Background checks are meant to reinforce a hiring decision and ensure candidates who have been selected for a job are suitable. Any person found guilty of driving while intoxicated/impaired, or any other felony within two (2) years of their application for employment with the Town of Waynesville, or during their employment with the Town of Waynesville, shall be disqualified from employment with the Town of Waynesville.

**Appointment.** Before any commitment is made to an applicant, either internally or externally, the Department Head shall make recommendations to the Human Resources Director regarding the salary requested and the reasons for selecting the candidate over other applicants. The Human Resources Director and Department Head shall make recommendations to the Town Manager regarding the candidate and starting salary of appointments for his/her approval.

**Selective Service Compliance.** All new appointments to the Town, who are U.S. male citizens, 18 to 26 years of age, must certify they have registered for Selective Service. This applies to all positions, whether full-time, part-time, or seasonal.

Applicants not in compliance are ineligible for employment. After notification of ineligibility, the applicant has thirty (30) days to provide the Town with information that he is now in compliance with the federal law.



The Town Manager may then give the applicant a hearing and if the applicant proves that the failure to register “was not a knowing and willful failure,” he may be hired by the Town. This procedural requirement only applies to applicants hired by the Town after October 1, 1989 ([G.S. 143B-421.1](#)).

**Americans with Disabilities Act (ADA) and Reasonable Accommodation.** To ensure equal employment opportunities to qualified individuals with a disability, the Town of Waynesville will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require reasonable accommodation should contact the Human Resources Department.

The Town has designated a coordinator to handle issues related to [the Americans with Disabilities Act of 1990 \(ADA\)](#). All requests for reasonable accommodation, auxiliary communication aids and services, alternative accessible formats for notices, policies, and other information, as well as complaints regarding the Town’s ADA program should be directed to the ADA Coordinator:

Human Resource Department  
Town of Waynesville  
16 S. Main Street/PO Box 100  
Waynesville, NC 28786  
Telephone (828) 456-2028  
Fax # (828) 456-2000

Any complaint or grievance relating to disability must be filed in writing directly with the ADA Coordinator, and can be appealed, if necessary, to the Town Manager.

**Service Animals.** The Town of Waynesville is responsible for assuring the health and safety of all employees. In keeping with this objective, the town does not permit employees to bring their household pets in city facilities where food is being prepared and/or served.

Employees should, in general, refrain from bringing pets to work. While an occasional short-term visit may be acceptable, depending on the location and circumstances, a regular and/or lengthy pet presence is prohibited. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals, particularly dogs. In addition, the town wishes to prevent pets from fouling the office space or damaging city property.

An employee who requires the help of a service animal, defined per Federal Code 28 CFR 36.104 as “any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability”, will be permitted to bring that service animal to the office, provided that the animal’s presence does not create a danger to others and does not impose an undue hardship upon the town.

All dogs, permitted under the service animal exception, must always be leashed and be in the continuous full control of their owners. They should always be in the physical presence of the

owner and in the owner's office or in the immediate workspace around the owner. An employee who brings an animal to the office is completely and solely liable for any injuries or damage caused by the animal. The town shall not be liable for loss or injury to any animal brought into the office.

**Minimum Age Requirement.** The minimum age for employment with the Town is eighteen (18) for all full-time positions. Exceptions to the minimum age are provided for under the law if the applicant procures an employment certificate from the Haywood County Health and Human Services Department and is hired in a part-time or seasonal capacity. For example: Lifeguards. No individual under the age of 16 will be employed by the Town of Waynesville in any capacity.

### **Section 3. Probationary Period**

An employee appointed, promoted, or transferred to a regular position shall serve a probationary period. The probationary period serves as an extension of the selection process. It provides time for the employee to adjust and allows the supervisor time to ensure the new employee can satisfactorily meet performance expectations before granting regular status. Employees shall serve a six-month probationary period, except that sworn police and Department Directors shall serve a twelve-month probationary period. Employees hired as "trainees" shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Supervisors are encouraged to have an informal review with employees six months into a twelve-month probation.

Before the end of the probationary period, the supervisor shall conduct a performance conference with the employee to discuss accomplishments, strengths, and needed improvements. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six additional months if performance is deemed unsatisfactory after the initial probationary period. Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy.

During a performance evaluation prior to completion of the probationary period, the employee's immediate supervisor will indicate in writing the following:

1. That the employees' progress (accomplishments, strengths, and weaknesses) has been discussed with the new employee.
2. Whether the new employee is performing satisfactory work.
3. Whether the employee should be retained in the present position or should be released and whether the probationary period should be extended for up to an additional six (6) months. If an employee's probation is extended, a work plan for achieving satisfactory performance should be included with the evaluation, including specific requirements and/or parameters, such as expected time to complete certain tasks.

Following successful completion of the 6-month probationary period, an employee's pay will be adjusted to allow for an increase of (5%) in accordance with the Town's pay plan. Likewise, the employee becomes eligible to take accumulated vacation leave.

An employee serving a probationary period will receive all benefits provided in accordance with these policies except employees serving a probationary period following initial appointment will not be permitted to take vacation leave during the probationary period.

If a probationary employee is terminated during the probationary period, the employee will not be paid for accumulated vacation leave.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who are on probation retain all other rights and benefits such as the right to use the grievance procedures.

#### **Probationary Period - Water/Wastewater Operations**

An employee appointed to a regular apprenticeship position in Wastewater or Water Operations ultimately requiring State certification of a minimum grade C license or a class I certification will serve an extended probationary period to allow time for testing and written notification from the State, that the employee has successfully passed the certification process. This extended probationary period may last up to one (1) year but may not exceed one (1) year. Failure to pass the certification process within one (1) year will result in the apprentice being dismissed. Initial testing will occur approximately six (6) months following training. Upon receiving written certification from the State, pay will be adjusted in steps to achieve a pay increase of (5 %). Apprenticeship trainees will be hired at 10% below the regular starting rate. Following state certification, the apprentice will be promoted to Operator I and advanced to the minimum grade and step in accordance with the pay plan. Upon satisfactory completion of a 6-month period following promotion to an operator, the employee will be advanced by the pay steps necessary to allow for an increase of five (5%) of the current grade.

#### **Probationary Period - Law Enforcement**

Sworn law enforcement personnel are required to serve a 12-month probationary period (1 2 NCAC 9C.0302).

### **Section 4. Promotion**

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary grade. The Town strives to promote and provide career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is the best suited of all applicants, that applicant shall be appointed to that position. The town will balance three goals in the employment process: 1) obtaining the best possible employee who will provide the most productivity in that position; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) the benefits to employees and the organization of promotion from within. Therefore, except in rare situations

where previous town experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate, the Town will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen based on qualifications and their work records. Internal candidates shall apply for promotions using the internal application for employment.

## **Section 5. Demotion**

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. Demotion may be voluntary or involuntary. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such disciplinary demotion shall follow the disciplinary procedures outlined in this Policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a voluntary demotion by using the same application process as external candidates. A voluntary demotion is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

## **Section 6. Lateral Transfer**

A Lateral Transfer is the movement of an employee from one position to another position in the same salary grade. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Head wishing to transfer an employee to a different department or classification shall make a recommendation to the Town Manager with the consent of the receiving Department Head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. An employee who has successfully completed a probationary period may be transferred into the same job classification without serving another probationary period.

## **Section 7. Commitment to Diversity, Inclusion, and Belonging**

The Town of Waynesville is committed to fostering, cultivating, and preserving a culture of diversity, inclusion, and belonging.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and organizational achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Town of Waynesville's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity fairness that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

The Town of Waynesville is committed to taking the following actions in support of an inclusive workplace:

- Provide ongoing education and training to all employees on diversity, belonging, and inclusion topics.
- Support the creation and operation of a diversity, inclusion, and belonging council comprising employees from all levels of the organization.
- Provide all employees with a safe avenue to voice concerns regarding diversity, belonging, and inclusion in our workplace.
- Support flexible work arrangements that accommodate the different needs of all employees.
- Conduct periodic employee surveys and focus groups to identify the areas where our company supports inclusive practices, as well as where there is room for growth.

All employees of The Town of Waynesville have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other town-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

All Town of Waynesville employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times, while not limiting the ability of employees to organize and engage in protected concerted activity regarding the terms and conditions of employment.

- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive, or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.

The Town of Waynesville will not tolerate unlawful discrimination, harassment or any behavior or language that is abusive.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Possible consequences include additional training, verbal and written warnings, suspension and termination of employment.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the National Labor Relations Act, including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

## **ARTICLE V. CONDITIONS OF EMPLOYMENT**

### **Section 1. Work Schedule**

The working hours for most Town administrative offices are 8:30 a.m. to 5:00 p.m., Monday through Friday. Departments that provide services to citizens on other schedules or on a 24-hour per day basis have different work schedules in order to effectively provide those services. Department Heads shall establish work schedules, with the approval of the Town Manager, which meets the operational needs of the department in the most cost-effective manner possible.

### **Section 2. Political Activity**

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Political beliefs or party affiliation are not relevant factors in employment. Each employee has a civic responsibility to support good government by every available means and in every appropriate manner, including voting for the issues and candidates of their choice. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate for and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

- 1) Engage in any political or partisan activity while on duty.
- 2) Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office.
- 3) Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes.
- 4) Coerce or compel contributions from another employee of the Town for political or partisan purposes;
- 5) Use any supplies or equipment of the Town for political or partisan purposes;
- 6) Hold an elected federal office;
- 7) Hold an elected state office;
- 8) Hold an elected office of Haywood County or a municipality within Haywood County;
- 9) Current non-conflicting offices to this policy, or offices exempt are Haywood County School Board, Maggie Valley Sanitary District, Junaluska Sanitary District, and Haywood County Soil & Water Conservation District.

Any violation of this section shall subject the employee to disciplinary action including dismissal.

### **Section 3. Outside Employment**

The work of the Town shall have precedence over other occupational interests of employees. The Town understands that for various reasons employees may seek to hold other jobs while continuing to work for the Town. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. Outside employment is prohibited when it would create a conflict of interest or interferes with the employees' ability to perform work for the Town in a satisfactory manner. No full-time employee of the Town shall report to duty within 8 (eight) hours of completion of a shift with an outside employer. Reporting to duty without adequate rest may present a danger to oneself, coworkers, and the community we serve.

Before an employee begins working at another outside position, he or she must obtain approval from the Department Head by completing a Dual Employment form. The Department Head will review such requests for possible conflict of interest and then submit a record of the employment review via the Dual Employment form to the employee's personnel file. Failure to obtain permission or accept another position after permission has been denied will be grounds for

disciplinary action, up to and including termination. In addition, if an employee's outside position interferes with the employee's ability to work at the Town, the employee will be subject to discipline for poor performance or poor attendance in accordance with normal disciplinary policy, up to and including termination.

Examples of conflicts of interest in outside employment *include but are not limited to*:

- 1) Employment with organizations or in capacities that are regulated by the employee or employee's department; or,
- 2) Employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's Town duties.

Employees are prohibited from other employment while on a leave of absence (Workers' Compensation leave, Family Medical Leave, etc..) from the Town, except when the leave is for military or public service or when the Town has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude outside employment.

#### **Section 4. Employment of Relatives (Nepotism)**

The Town of Waynesville is committed to a policy of employment and advancement based on qualification and merit and does not discriminate in favor of or in opposition to the employment of relatives.

The Town is committed to the highest standards of professional conduct and integrity and believes that familial relationships in the workplace can result in conflicts of interest, or an appearance of conflict of interest, and/or situations that might impair objective judgment or create a hostile work environment.

It is the policy of the Town that persons considered for employment or promotion shall be evaluated on the basis of individual merit, including qualifications, experience and training, without reference to considerations of race, gender, color, religion, disability, age, sexual orientation, national origin, or any other factors not involving personal professional qualifications and performance. Notwithstanding this policy, the Town retains the right to refuse to appoint a person to any position wherein his/her relationship to another employee has the potential for creating adverse impact on supervision, safety, security, or morale or involves a potential conflict of interest. The purpose of this Nepotism Policy is to prevent improper favoritism in employment based upon family or personal relationships within the Town.

#### **Objectives:**

- To promote fairness in employment, supervision, discipline, transfer, promotion, demotion, salary administration and other human resource management considerations.
- To prevent improper favoritism, real or perceived conflicts of interest, or undue influence based upon family or personal relationship.

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- To enhance the overall internal control system and reduce the probability of placing public assets in jeopardy.

A relative may not occupy a position which has influence over another related family member's employment, transfer or promotion, salary administration, or other human resource management consideration, including any position having responsibility for the direct supervision of the other related person.

If relatives are considered for employment, transfer, demotion, or promotion by the Town, it is necessary for the Human Resources Director to certify that such action will not result in one family member supervising another member of the family, or in any other violation of this section.

Relatives of current employees (permanent or temporary) may not be employed within the same department, except as provided by exception below. A person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position is demonstrably superior to those of the related person.

“Family member” is defined as one of the following: relationships by blood or legal adoption—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), stepparent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above, and cohabitating couples or significant others.

In addition, the Town also prohibits the employment of a person into any position who is a relative of individuals holding the following positions: Mayor, Mayor Pro Tem, Councilmember, Town Manager, Assistant Town Manager, Town Attorney, Finance Director, or Human Resources; with the exception noted below related to a limited duty assignment.

### **Existing Employees**

If an existing employee of the Town becomes subject to this policy as a result of the election of a relative, the Town Manager will assess whether or not there would be any conflict of interest prior to requesting the resignation of an existing employee. Changes in marital, domestic partner/cohabitant or relationship status will result in one of the related persons resigning his/her position within 180 days. Every effort will be made to accommodate the displaced employee with a transfer to another position within the Town for which he/she is qualified, if such a position becomes available during the 180-day period. If the change in relationship status also results in a direct supervisory relationship between two relatives, the Town Manager shall arrange for an alternate supervisory relationship for the duration of the 180-day period, after consultation with the employees' Department Head or Human Resources Director.

It shall be each employee's affirmative duty to immediately disclose any circumstances which may constitute a violation of this policy. Failure to do so will result in disciplinary action.

Any employees who may be related to any elected official prior to the approval of this revised policy would be considered grandfathered in and not subject to Town Manager assessment

related to conflicts for as long as such an employee is employed by the Town.

**Exception:** Unpaid volunteers and individuals hired for temporary positions, with duration of 100 days or less within any one-year period, e.g., student internships or limited professional consulting relationships, are exempt from this section. Also exempt are part-time public safety employees in fire and police, who generally are full-time employees of other agencies, and who occasionally and voluntarily provide supplemental staffing in the form of off-duty or overtime routine staffing or special event coverage or response to emergency calls for service. Any other exceptions to this policy shall be made only with the expressed and documented approval of the Town Manager.

## **Section 5. Workplace Harassment Prohibited**

The Town of Waynesville strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the Town should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. The Town will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the Town will seek to prevent, correct, and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Department heads and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such misconduct to human resources (HR), are in violation of this policy and subject to discipline.

### **Prohibited Conduct Under this Policy**

The Town of Waynesville, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

#### **Discrimination**

It is a violation of the Town's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race (including hairstyle/texture), color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including [Title VII of the Civil Rights Act of 1964](#), the [Age Discrimination Act of 1967](#)

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and the [Americans with Disabilities Act of 1990](#). This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

## **Harassment**

The Town of Waynesville prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of the Town.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

## **Sexual Harassment**

Sexual harassment is a form of unlawful employment discrimination under [Title VII of the Civil Rights Act of 1964](#) and is prohibited under the Town's Workplace Harassment Policy. According to the [Equal Employment Opportunity Commission \(EEOC\)](#), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

### **Consensual Romantic or Sexual Relationships**

The Town strongly discourages romantic or sexual relationships between a manager or other supervisory employee and an employee who reports directly or indirectly to that person, because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion, or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.

If any employee of the Town enters into a consensual relationship that is romantic or sexual in nature with an employee who reports directly or indirectly to that employee, or if one of the parties is in a supervisory capacity in the same department in which the other party works, or if one of the parties is a member of the Administration Department, the parties must notify the HR director or other appropriate officer. Because of potential issues regarding quid pro quo



harassment, the Town has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises nor otherwise manages responsibilities over the other.

Once the relationship is made known to the Town of Waynesville, the Town will review the situation with human resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the HR director and senior management will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

### **Retaliation**

No hardship, loss, benefit, or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

### **Confidentiality**

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

### **Complaint Procedure**

The Town of Waynesville has established the following procedure for lodging a complaint of harassment, discrimination, or retaliation. If an employee is seeking resolution to an adverse employment condition because of a misinterpretation, unfair application, or lack of established policy should refer to the Grievance Procedure located in Article IX of this personnel policy. The Town will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted no more than 15 days after an incident has occurred, preferably in writing. The HR director may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the HR director will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or department head that violation of this policy may be occurring, the HR director will notify senior management and review the complaint with the town's legal counsel.
3. The HR director will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the HR director, together with legal counsel or other management employees, will interview the complainant, the respondent, and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the HR director or other person conducting the investigation will submit a written report of his or her findings to the Department Head. If it is determined that a violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:
  - a) the severity, frequency, and pervasiveness of the conduct;
  - b) prior complaints made by the complainant;
  - c) prior complaints made against the respondent; and
  - d) the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

If the investigation is inconclusive or if it is determined that there has been no violation of policy, but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.

7. Senior management will review the investigative report, and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR director and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by senior management, the HR director will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

### **Alternative Legal Remedies**

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

### **Section 6. Solicitation and Acceptance of Gifts and Favors**

An employee will not accept any gift or gratuity, whether in the form of service, loan, thing of value, or promise from any person, business concern, or organization who is interested directly

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or indirectly in business dealings with the Town. These limitations are not intended to prohibit the acceptance of articles of nominal value which are distributed generally, nor to prohibit employees from obtaining personal loans from regular lending institutions. An employee will not grant, in the discharge of his official duties, any improper favor, service, or thing of value.

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.”

“Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift. Employees are also prohibited from distributing written materials, handbills, or any other type of literature during working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

## **Section 7. Performance Evaluation**

### **Purpose**

The performance appraisal process provides a means for discussing, planning, and reviewing the performance of each employee.

Performance appraisals influence all aspects of the employee’s career, and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

### **Eligibility**

Supervisors and/or Department Directors shall conduct Performance Evaluation conferences with each employee at least once a year.

In the event an employee is rated “below expectations” overall, their supervisor will develop a written Performance Improvement Plan outlining performance deficiencies and measures to be taken to correct these deficiencies. A deadline for correcting these deficiencies shall also be set on or before the next performance review date. If the employee’s performance does not improve to a satisfactory standard by the deadline date, the supervisor will initiate progressive disciplinary action as deemed necessary.

## **Section 8. Commitment to Safety**

Protecting the safety of our employees and visitors is the most important aspect of running our organization.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

Safety is the responsibility of both the Town and all employees. It is the policy of the Town to establish a safe work environment for employees. The Town will establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. [Occupational Safety and Health Administration \(OSHA\)](#) training is provided with onboarding and annually as required. Department Heads and supervisors are responsible for ensuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Each Town employee is responsible for following:

- (1) Developing and maintaining safe work habits.
- (2) Reporting all accidents and injuries promptly.
- (3) Pointing out dangerous practices and working conditions.
- (4) Assisting with investigations of accidents.
- (5) Taking proper care of equipment.
- (6) Wearing proper clothing, and avoiding loose sleeves, cuffs, rings, bracelets, and long hair around moving machinery.
- (7) Knowing the location and use of fire extinguishers, the location of fire exits and the best method for reporting a fire.

## **Section 9. Drug Free and Alcohol-Free Workplace**

It is the policy of the Town of Waynesville to maintain a drug-and alcohol-free work environment that is safe and productive for employees and others having business with the Town. The Town is concerned with the safety of both employees and the public. As such, the town provides a drug-and alcohol-free workplace for all employees and conducts pre-employment, random, post-accident, and reasonable suspicion drug testing in addition to any required by law. The Town has established a detailed policy and procedure relating to employee substance abuse and drug testing to ensure the safety and well-being of citizens and employees, and to comply with any state, federal, or other laws and regulations.

Any person found guilty of driving while intoxicated/impaired, or any other felony within two (2) years of their application for employment with the Town of Waynesville, or during their employment with the Town of Waynesville, shall be disqualified from employment with the Town of Waynesville.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on Town or client premises or while performing services for the Town is strictly prohibited. The Town of Waynesville also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol

while on duty or during work hours. In addition, the Town of Waynesville prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Town's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

**Pre-employment:** As required by the Town for all prospective employees who receive a conditional offer of employment.

**For Cause:** Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

**Random:** As authorized or required by federal or state law – the most common requirement is for those individuals holding a Commercial Driver's License (CDL).

**Post-Accident:** Following an accident involving any Town vehicle or an on-the-job injury requiring more than just first aid care. A supervisor will accompany the employee to the requisite facility for testing.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offence.

### **Substance Abuse Policy**

The Town has established policies and procedures related to employee substance abuse to ensure the safety and well-being of citizens and employees and to comply with any federal, state, or other laws and regulations. The Town has resources available to assist employees with treatment options. Employees should contact Human Resources for a list of these options.

## **Section 10. Workplace Violence Prevention**

The Town of Waynesville is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Town sponsored functions.

All Town of Waynesville employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline. Any individual engaging in violence against the Town, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The Town of Waynesville prohibits the possession of weapons in municipal buildings, including, but not limited to, town hall, public works facilities, town garage, fire stations, police facilities, or other municipally owned buildings and Town vehicles with the exception of town employees and members of their immediate families living on town property while in the confines of their residences as set forth in [Ordinance No. O-14-13](#). Additionally, while on duty, employees may not carry a weapon of any type, excluding sworn law enforcement officers. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia (throwing stars, nun chucks), stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for any offense.

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dial 911 to activate the medical emergency services.

The Town of Waynesville's Safety Policy in its entirety is available in Human Resources.

## **Section 11. Internet, Social Media and Email Policy**

### **Objective**

The Town of Waynesville recognizes that use of the internet and email is necessary in the workplace, and employees are required to use both responsibly and lawfully, as unacceptable use can place The Town of Waynesville and others at risk for harassment, security breaches and similar issues. This policy outlines the guidelines for acceptable use of The Town's technology systems.

### **Scope**

This policy must be followed in conjunction with other Town of Waynesville policies governing appropriate workplace conduct and behavior. Any employee who abuses the company-provided access to email, the internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. The Town of Waynesville complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

Questions regarding the appropriate use of The Town's electronic communications equipment or systems, including email and the internet, should be directed to your supervisor or the information technology (IT) department.

### **Policy**

The Town of Waynesville has established the following guidelines for employee use of the company's technology and communications networks, including the internet and email, in an appropriate, ethical and professional manner.

### **Confidentiality and Monitoring**

All technology provided by The Town of Waynesville, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of the Town and not the employee. In general, use of the company's technology systems and electronic communications should be job-related and not for personal convenience. The Town reserves the right to examine, monitor and regulate email and other electronic communications, directories, files and all other content, including internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external email, voice mail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation.

Employees must be aware of this possibility when communicating electronically within and outside The Town.

### **Appropriate Use**

The Town of Waynesville employees are expected to use technology responsibly, lawfully, and productively as necessary for their jobs. Internet access and email use is for job-related activities; however, minimal personal use is acceptable.

Employees may not use The Town's internet, email or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, sex, disability, religion, national origin, physical attributes, gender identity, sexual preference or any other protected class may be transmitted. Harassment of any kind is prohibited.

Abusive, excessively profane, or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the internet or email—are forbidden.

Copyrighted materials belonging to entities other than The Town of Waynesville may not be transmitted by employees on the company's network without permission of the copyright holder. Employees may not use The Town's computer systems in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and spamming (sending unsolicited email to thousands of users).

Employees are prohibited from downloading software or other program files or online services from the internet without prior approval from the IT department. All files or software should be



passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks.

Every employee of The Town is responsible for the content of all text, audio, video or image files that he or she places or sends over the company's internet and email systems. No email or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. The Town's organizational identity is attached to all outgoing email communications, which should reflect corporate values and appropriate workplace language and conduct.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the [National Labor Relations Act](#), including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

### **Computers, Internet, Email, and other Resources**

All electronic communication devices and sources used for Town business are the property of the Town and, as such, may be monitored, audited and reviewed for proper use. Employees shall not make any intentional use of the Internet, email or other electronic communications devices or sources that are illegal, malicious, inappropriate or obscene. An employee's access to the internet is a function of the business need of their position and is not a general employee benefit. Internet and computer access is governed by the Administrative Rules Manual policies. Improper use of the Internet, Email and other Town electronic business devices or sources will subject the employee to disciplinary action up to and including termination of employment.

The Town provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other Town-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

### **Social Media**

Purpose. To adopt a social networking and social media policy that shall apply to the use of social media by town employees to discourage abusive or offensive online behavior.

Definition. The words and terms used in this policy mean the following:

1. **“Capacity as a Town Employee”** is conduct that occurs when the employee is:
  - I. Performing work assigned by their town employer.
  - II. Engaging in conduct subject to their town employer's control.
  - III. Representing themselves in a manner that a member of the public could reasonably expect that they are speaking on behalf of their town employer; or
  - IV. Sharing information that they would not possess if not for their status as a town employee.

2. **“Comment”** means a response to an article or social media content submitted by a commenter.
3. **“Social Networking” or “Social Media”** means interaction with external websites or services based upon participant contributions to the content. Types of social media include social and professional networks, blogs, micro blogs, video or photo sharing and social bookmarking.
4. **“Town Resources”** means any Town-owned property, physical or digital, including but not limited to Town computers, tablets, cellular telephones, and/or internet service.
5. **“Town Time”** means the time the employee is receiving wages or other remuneration from the town, including when the employee is working from home or engaging in work activities at a location other than the employee’s designated worksite.

## **Policy**

This policy applies to the conduct of all employees of the Town of Waynesville, including those work purposes, utilize social media or social networking, while acting in their capacity as a town employee, on town time, and using town resources.

## **Scope of Conduct**

Town of Waynesville employees must never use their agency email account or password in conjunction with a personal social networking or social media site and/or account. Individual social media conduct affects the public view of the Town of Waynesville and can possibly subject an employee to corrective actions up to and including termination. If employees have questions or need further guidance on this office’s social media policy, please contact human resources.

It is likely that all Town of Waynesville employees may have social networking and social media sites and/or accounts and likely use one or more forms of social media platforms or applications. These sites and/or accounts should remain personal in nature and be used to share personal opinions or non-work-related information. Following this principle helps ensure a clear distinction between sharing personal views and views that might be perceived to be the views of the Town of Waynesville government due to the employee/users’ association as a town employee.

All employees of the Town of Waynesville are to refrain from engaging in the following behaviors during normal working hours; logging in, streaming, watching, listening to, creating, commenting on, posting, or engaging in any other behaviors not listed that can be associated with social media applications or platforms and user behaviors.

Furthermore, all employees of the Town of Waynesville are discouraged from sharing content or creating comments on social media containing the following, when it is directed at a citizen of the Town of Waynesville:

- I. Obscene sexual content or links to obscene sexual content.
- II. Abusive behavior and bullying language or tone.
- III. Conduct or encouragement of illegal activity; and
- IV. Disclosure of information which an agency and its employees are required to keep confidential by law, regulation, or internal policy.

Employees are reminded that disclosure of confidential or proprietary information is always prohibited, not solely just through social media conduct. Town of Waynesville employees are prohibited from using the Town of Waynesville name to endorse, denigrate, or otherwise comment on a person, product, cause, or opinion. Any such disclosures or actions may subject the offending employee to corrective actions up to and including termination.

The Town Manager or their personally named designees are the sole voices for The Town of Waynesville on any social media platform or to the public in general. There are four approved social media accounts for on-duty use – one for Administration, Fire Department, Police Department and Recreation Department. Therefore, no other employee, except for staff with expressed approval of the Manager or a designee, shall respond to questions on any social media platform, make posts, comments, or reply to other comments regarding the official work of the town.

Lastly, employees are reminded that employment with the Town of Waynesville is a matter of public information whether it is specified on your social media accounts. Employees should be mindful that whenever you discuss issues through an online platform or network, those comments can be tied back to your employment with the town. All Town of Waynesville employees should be courteous and civil when interacting with the public on social media. Nothing in policy is meant to prevent an employee from exercising their right to make a complaint of discrimination or other workplace misconduct, or to express an opinion on a matter of public concern.

### **Network and Device Usage Policy**

**Purpose:** The Town of Waynesville is committed to ensuring the integrity and security of its network and devices while complying with North Carolina law S.L. 2024-26. This policy outlines the acceptable use of Town-owned networks and devices to prevent unauthorized viewing of pornography and to promote a professional work environment.

**Scope:** This policy applies to all Town of Waynesville employees, officials, and representatives who use Town-owned networks and devices, including but not limited to computers, tablets, smartphones, and other electronic devices.

#### **Policy Statements:**

1. **Prohibition of Pornography:** Effective October 1, 2024, viewing, accessing, or downloading pornography on Town-owned networks and devices is strictly prohibited. This includes any material defined as pornography under S.L. 2024-26.
2. **Deletion of Unauthorized Material:** All employees and officials must delete any pornography currently stored on Town-owned devices by January 1, 2025. Failure to comply may result in disciplinary action.

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3. Reporting Requirements: Employees are required to report any unauthorized viewing or attempted viewing of pornography immediately to their supervisor or the designated IT department. All reports will be taken seriously and investigated accordingly.
4. Policy Development: Departments must adopt their own specific policies governing the usage of networks and devices in accordance with this overarching policy. These policies should detail acceptable practices and any additional guidelines necessary for their operations.
5. Exceptions: Specific exceptions may be made for employees or officials who need to view material defined as pornography under this law as part of their official duties. Such exceptions require prior written approval from department heads and must be adequately documented.
6. Consequences of Violations: Violations of this policy will result in disciplinary action, up to and including termination of employment, depending on the severity of the violation.

*Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.*

## **Open Records and Record Disposition**

Social media and Social Networking content may meet the definition of “a record” subject to the [North Carolina General Statutes Chapter 132](#), Public Records. This policy details the lawful retention and disposition of every record created or received by the Town of Waynesville. Our office follows the General Records Disposition Schedule for local government agencies.

Employees are reminded that social media content, text messages, and emails on public or private platforms regarding the official work of the town or town business may be a record subject to disclosure under the [North Carolina General Statutes Chapter 132](#).

## **On-duty use of social media**

Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference Town clients, customers, or vendors without express permission. The Town monitors employee use of Town computers and the Internet, including employee blogging and social networking activity. Individuals appearing on these approved sites may have identifying Town of Waynesville uniforms, logos or other identifiers in images posted here.

## **Off-duty use of social media**

Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the Town considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas; however, no individual shall be appearing on social media in any identifying uniform, badge or other item identifying them as a Town of Waynesville employee.

## **Social Media Expectations**

*Respect.* Demonstrate respect for the dignity of the Town, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge Town of Waynesville confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

*Post disclaimers.* If an employee identifies himself or herself as a Town employee or discusses matters related to the Town on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Town, and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the Town or the Town’s business. Employees must keep in mind that if they post information on a social media site that is in violation of Town policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

*Competition.* Employees should not use social media to criticize the Town’s competition and should not use it to compete with the Town.

*Confidentiality.* Do not identify or reference Town clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. If in doubt, ask before publishing.

Violations of this policy may result in discipline up to and including immediate termination of employment.

*Note:* Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

## **Section 12. Attendance**

### **Objective**

The Town depends on employees to provide needed services every day. Regular attendance is mandatory and is part of the work standards for all jobs. Poor attendance can negatively affect performance evaluations or may lead to disciplinary action. Excessive absenteeism or a chronic attendance/tardiness problem(s) can lead to disciplinary action up to and including termination. The purpose of this policy is to set forth The Town of Waynesville’s policy and procedures for

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handling employee absences and tardiness to promote the efficient operation of the organization and minimize unscheduled absences.

### **Policy**

Punctual and regular attendance is an essential responsibility of each employee at The Town of Waynesville. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the [Family and Medical Leave Act \(FMLA\)](#) or leave provided as a reasonable accommodation under the [Americans with Disabilities Act \(ADA\)](#). These exceptions are described in separate policies.

Department Heads shall establish work schedules, with the approval of the Town Manager, which meets the operational needs of the department in the most cost-effective manner possible. All regular full-time employees, both non-exempt and exempt, are expected to work a 40-hour workweek. Hours worked in excess of a 40-hour workweek by an exempt employee is considered accomplishment of assigned responsibilities for which there is no additional compensation. All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

### **Absence**

"Absence" is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

- *Excused absence* occurs when all the following conditions are met:
  - The employee provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.
  - The absence request is approved in advance by the employee's supervisor.
  - The employee has sufficient accrued paid time off (PTO) to cover the absence.
- *Unexcused absence* occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call, he or she must have someone make the call.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy. Employees with three or more consecutive days of excused absences *because of illness or injury* must give The Town of Waynesville proof of physician's care and a fitness for duty release prior to returning to work.

Employees must take earned PTO for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty, administrative leave).

### **Tardiness and Early Departures**

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately.

Tardiness and early departures are each one-half an occurrence for the purpose of discipline under this policy.

### **Disciplinary Action**

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

### **Job Abandonment**

Any employee who fails to report to work for a period of three days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

## **Section 13. Job Performance**

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed. Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year. However, performance discussion may occur at any time.

## **Section 14. Dress and Grooming**

### **Objective**

Employee appearance contributes to The Town of Waynesville's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression by customers, visitors, and coworkers. The Town of Waynesville provides a casual yet professional work environment for its employees. While the dress code is business casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress and groom themselves in a manner that is consistent with good hygiene, safety, and professionalism.

### **Procedures**

The Town's department heads may exercise reasonable discretion to determine the appropriateness of employee dress and appearance, always taking safety into consideration. Employees who do not meet a professional standard may be sent home to change, and nonexempt employees will not be paid for that time. Reasonable accommodation will be provided where required.



Employees who are issued Town uniforms by their respective departments are expected to always wear uniforms while on duty. Additionally, employees working on private property or out in the community are readily identified by wearing a Town uniform and/or ID Badge; other forms of identification allow citizens to identify employees when service is needed. Uniforms are not to be worn off-duty. All other employees are expected to dress appropriately, wearing clothes that are neat, clean, and well-arranged in appearance.

While not all inclusive, unacceptable or inappropriate work attire would be short shorts; low-rise jeans, hip hugger jeans; T-shirts bearing writing and/or logos (other than the Town of Waynesville logo) and short waisted T-shirts; halter, tank, tube and spaghetti strap tops worn without a sweater or jacket and any low-cut clothing that expose or reveal personal body parts, i.e. midriff area.

(1) Hygiene: All employees shall be aware that appropriate hygiene and undergarments (underwear and bras) are always required. Hair should be clean and appropriately kept. Beards and mustaches should be kept clean and neatly trimmed. Clothing and shoes should be clean and neatly worn (absent of holes). Grooming accessories including perfumes, colognes or sprays should be applied so as not to affect other employees who may have allergies or sensitivities to scent.

(2) Jewelry and body art: Visible tattoos may be required to be covered at director or department manager discretion if the tattoo is offensive in its general nature or presentation. No tongue rings, brow rings, facial piercings, or visible belly-button rings will be allowed. Individuals in safety sensitive areas with ear piercings should wear a clear stud or no earring while on duty. Conventional dress generally allows pierced ears; however, earrings should be conservative and good taste.

(3) Religious accommodation may be made for some form of body jewelry or piercings but will be discussed with department management and human resources should a religious accommodation be requested by the employee.

Department heads will be responsible for ensuring that dress code guidelines set forth in this policy are followed. They may further define dress codes for administrative and office personnel, should the need arise. Employees that are deemed to be in violation of this policy will be subject to appropriate disciplinary measures, as well as being sent home without pay to change into appropriate professional attire.

Uniforms are issued to employees in certain departments with the understanding that upon receipt, they are the property of the Town. If uniforms are damaged because of neglect or abuse, individuals will be required to replace them at their own expense. The Town will replace uniforms damaged because of job requirements or performance. Damaged uniforms should be reported immediately to the employee's supervisor. Employees leaving Town employment must turn in all uniforms and/or any Town property acquired. Items not returned will be deducted from the employee's final paycheck.

## **Section 15. Use of Office Space, Equipment, and Clean Desk Policy**

While some workspace personalization is permitted, it should be limited to those areas within an individual staff person's workspace and should maintain a professional environment.

Appropriate personal photographs and mementos are permitted and should be kept to a minimum and may include a plant in modular workspaces depending upon the available surface. The work area should be kept orderly, organized, and free of clutter.

Personalization should not damage Town property, violate any policy of the Town of Waynesville, present a safety hazard, or interfere with the orderly functioning of the workplace. Personal items should not be displayed in common areas, such as hallways, reception areas, conference, and break rooms.

## **Section 16. Workplace Environment & Personal Devices**

Noises and voices can carry. Remember to modulate your voice when having conversations and handling phone calls. The volume of personal wireless devices should be kept on the low or "vibrate" setting so as not to disturb co-workers. Employees desiring more privacy may choose to step out of the work area to take a brief, personal cell phone call.

Use of earbuds while driving or performing safety sensitive tasks is strictly prohibited. Employees should not engage in the watching of phones, tablets, or other electronic screens or streaming capable devices during normal working hours. These devices are not conducive to a professional environment or employee productivity. Use of these devices during break periods or lunch is acceptable.

Employees are strictly prohibited from downloading onto their portable devices any confidential or proprietary information from Town computers.

To accomplish their tasks, employees of the Town of Waynesville are given access to a wide range of town-owned equipment. There is, however, a certain amount of responsibility involved in using the equipment. Employees will be trained in the use of all job-related equipment; and employees are responsible for using all Town equipment in a prudent manner and in accordance with proper operating procedures.

With the noted exceptions within this policy, all Town equipment and materials are not to be used for personal purposes. Employees may not use Town equipment for commercial solicitation or for conducting or pursuing their own business interests or those of another organization, excluding Town sponsored charitable campaigns or events. Any questions about proper use should be directed to department management.

Employees should also note that all messages sent and received, including personal messages and all information stored on the Town's email, voicemail system, or computer systems, are Town property, and subject to the Open Records Act rules, regardless of the content and should not be considered "private" information or transmissions. As Town property, usage must be able

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to withstand public scrutiny. The Town reserves the right to access, inspect and monitor the usage of all its technology resources including files or messages stored on those resources at any time, in its sole discretion, in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information or for any other business purpose. Misuse may result in disciplinary action up to and including termination.

## **Section 17. Professionalism**

There are many occasions when employees of the Town of Waynesville are required to interact with members of the public. Because they represent the Town of Waynesville, employees are expected to be professional, courteous, patient, and helpful in all instances of public contact.

When an employee visits a member of the public in person or on the phone, they should always maintain their professionalism. When assistance can be given by this organization, employees should ensure that requests for material are made in the proper manner, and that any requests for information are forwarded to the proper individual. If the individual can be helped by another organization or agency, the employee should, when possible, direct the individual to the proper agency. It is the policy of the Town of Waynesville that all phone calls are returned within twenty-four (24) hours after they have been received. If an employee is unable to return a call, arrangements should be made to ensure that the employee's calls are covered.

Employees may also be asked to respond to various questions raised in public correspondence. These letters should be drafted in a timely fashion, and in consultation with the individual who has asked the employee to draft the correspondence. Any information provided in the correspondence should conform to the requirements of the North Carolina Open Record's Policy, and a copy should be maintained of the letter mailed to the requestor.

## **Section 18. Meal and Rest Breaks**

Employees are entitled to a 30-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 30-minute period. Employees are also entitled to two paid 15-minute rest periods each day. Meal and rest breaks will be scheduled by the department head or supervisor.

## **Section 19. Adverse Weather/Emergency Closings**

Statement of Purpose. The Town of Waynesville must ensure the delivery of critical services to citizens and businesses even during times of adverse weather conditions and facilitate an orderly transition to more limited operations if conditions make that necessary. It is the intent of this policy to establish a uniform policy regarding how operations will be affected during times of adverse weather conditions and to establish guidelines for accounting for work hours, and to educate Town employees on their responsibilities.

Definitions.

Adverse Weather Event: Snow, ice, high winds, storms, tornados, earthquakes, hurricanes, flooding, and other weather events that may create a variety of safety risks to employees, impede the ability of employees to travel to or from work, or impact the Town's ability to maintain normal operations for customers, members, or the general public.

Communications. All Offices/Agencies/Departments will be given sufficient notice of authorized delayed openings or early closing to the public. Employees will be notified by their supervisor concerning deviations in public opening/closing times due to adverse weather conditions. Department Heads or their designees shall be responsible for developing and maintaining procedures for notifying employees of expectations for remaining at work, reporting to work, or accounting for lost time from work time when adverse weather conditions arise.

Policy. The Town of Waynesville Offices/Agencies/Departments shall remain open for the full scheduled workday unless authorization for a delayed opening or early closing to the public is received from the Town Manager.

When the Town Manager closes an Office/Agency/Department to the public, staff of these divisions must use accrued compensatory or vacation if they cannot report to work as scheduled. Department Head's will plan to provide alternative work tasks for staff of Offices/Agencies/Departments that are closed to the public. Time off without pay must be taken if the employee has no accrued compensatory or vacation time. Sick leave may not be used for adverse weather conditions.

Employees who leave work before the end of their scheduled shift must gain the appropriate approval from their supervisor and be required to use earned compensatory time or vacation time for hours taken if they wish to be compensated. Time off without pay must be taken if the employee has no accrued compensatory or vacation time. Sick leave may not be used for adverse weather conditions.

Following severe weather conditions occurring during the night, it is the responsibility of each employee to report to work as scheduled. Employees who do not feel they can make it to work due to adverse weather conditions must use compensatory or vacation time for hours not worked. It is the responsibility of the employee to make a judgment about their personal safety concerning travel to and from work during adverse weather conditions. It is the employee's responsibility to notify their supervisor of any decision regarding a deviation from scheduled work hours. The Town Manager has the authority to alter the regular business hours open to the public in the event of adverse weather conditions. The Town Manager also has the ability to close Town Offices/Agencies/Departments in the event that a State of Emergency is declared by the Governor of North Carolina. Employees must use compensatory or vacation time if the decision is made to close Town offices due to the declaration by the Governor.

Employees are to be mindful of the weather conditions and be cognizant of the conditions including wearing proper footwear to prevent slips and falls.

## **Section 20. Training and Advanced Certification**

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Statement of Purpose. The purpose of this policy is to outline the Town of Waynesville expectations, requirements, and benefits regarding additional training and certifications achieved by employees which have *been explicitly requested, approved, and/or required by the Town*. A list of Department Head approved certifications is available in Appendix A of this policy. This list is not intended to be exhaustive, but rather a guide for staff and supervisors. All salary increases associated with training and advanced certification must be budgeted and approved ahead of time by the Department Head.

Training Programs & Seminars. The Town of Waynesville encourages employees to seek training to assist with their job responsibilities and/or the required continuing education hours for current certifications. When an employee finds a training program that he/she would like to attend, they should seek prior approval from their immediate supervisor and Department Head and follow the specific instructions outlined below in the General Guidelines for Approval.

At the supervisor's discretion, he/she will be permitted to attend during regular work hours or as the training is available and will be paid their normal salary for the time spent in training in accordance with FLSA laws (out-of-state travel must be pre-approved by the Town Manager). Other expenses incurred as related to the training program shall be covered as outlined by the *Town of Waynesville Travel Policy*, including any subsequent revisions to the policy.

#### Certification Schools.

##### A. General Guidelines for Approval

When additional certifications are explicitly requested and/or required by the Town, employees may attend the certification school during regular work hours when practical, if courses are available. Employees will be paid their normal salary for the time spent in school and travel time in accordance with FLSA laws and the *Town of Waynesville Travel Policy* as referenced above. All such requests for employees to attain additional certifications shall be submitted in writing to Human Resources. The Department Head and employee shall affix their signatures to the request with a statement indicating acknowledgement of this policy and the employees' acceptance of the request. The Human Resources Department shall make a recommendation for approval or denial to the Town Manager who will make the final determination for approval or denial.

##### B. Coverage Allowance and Limits for Schooling Expenses

The Town will pay for one (1) certification school for each employee for a single certification level and up to three (3) attempts at the exam for a single certification level. If the employee is not successful in passing the exam after three (3) attempts, the Town will not pay for any further schools or exams for that certification level for the employee. Any further attempts at that certification level will be the responsibility of the employee (all costs & time required). If an employee fails a certification exam that is paid for by the Town, they will be required to review the failed exam (as noted in their exam failure letter) before being permitted to re-take the exam. If the employee fails to review the exam, they will not be permitted to go to any future certification school for 24 months.

The employee must provide a copy of all correspondence, and certificates received in association with certification schools to Human Resources. This includes confirmation regarding school registration, certificate of school attendance, confirmation of acceptance to take exam, and the certification certificate or notification of exam failure.

#### Pay Incentives.

##### A. Application of Pay Incentives

The specific intent of this policy is to enable the Town to identify a critical need wherein a current employee may be explicitly requested or required to attain additional certification levels with the recommendation of Human Resources and approval of the Town Manager.

This policy is not retroactive; therefore, pay incentives do not apply to current employees who hold such certifications, whether or not they were requested or required to attain the certification prior to the adoption of this policy.

##### B. Pay Incentives for Professional Certifications

When an employee is explicitly requested or required to attain additional certification levels in order to enhance the ability of the Town to provide professional Town services, the employee shall receive a 5% increase from his/her current salary for each level of certification or specific certification(s) requested by the Town. The maximum incentive per calendar year is 10%.

#### Certification Requirements.

##### A. Certification Renewal Fees

The Town will pay annual or other periodic renewal fees for approved job-required certifications. The renewal documentation must be submitted to the employee's supervisor in a timely manner for processing.

##### B. Continued Certification Requirements

Employees who receive a pay incentive based on the application of this policy must maintain the level of certification achieved which resulted in the pay incentive. If the certification lapses, is suspended, or the employee changes roles within the organization where the certification is no longer utilized, the pay incentive received may be removed at the discretion of the Town Manager.

### **Section 21. Career Development Program (Career Track)**

Purpose. The Town of Waynesville Career Development Program is a method by which an employee can develop and progress within the organization. The Career Development Program provides employees with an ongoing mechanism to enhance their skills and knowledge that can lead to mastery of their current jobs, as well as promotions and transfers to new or different positions. The purpose of the Career Development Program is to directly impact the entire organization by improving morale, career satisfaction, motivation, productivity, and responsiveness in meeting departmental and organizational objectives.

Policy. Each department within The Town of Waynesville will develop a specific Career Track for each position within the department that will be shared with staff for the purpose of their Career Development. Career Tracks must be approved by the Department Head and the Town Manager before implementation. Changes to Career Tracks must also be approved by the Department Head and the Town Manager.

Career Tracks will include an outline of possible training and classroom opportunities as well as a minimum requirement of continuing education hours needed to achieve the merit increase percentage approved by the Town Council. Employees are eligible for one Career Development merit increase per fiscal year. The funding of the Career Development Program is at the discretion of the Town Council and is subject to change.

Employees will submit a completed training form with certificates earned to their Department Head along with a current performance evaluation (less than one year old) for review. The Department Head will approve or disprove the request for the merit increase and forward their recommendation to the Town Manager for final approval or disapproval.

## **Section 22. Employee Dating Policy**

### **Objective**

The Town of Waynesville strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

### **Procedures**

- During working hours and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on town premises, whether during working hours or not.



- Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to The Town of Waynesville's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- Any supervisor, manager, director or other town official in a sensitive or influential position with The Town of Waynesville must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor or the Director of Human Resources (HR). The Town of Waynesville will review the circumstances to determine whether any conflict of interest exists.
- When a conflict-of-interest or potential risk is identified due to a town official's relationship with a co-worker, The Town of Waynesville will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as the transfer of one or both parties to other positions or departments. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation.
- Failure to cooperate with The Town of Waynesville to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- The provisions of this policy apply regardless of the sexual orientation of the parties involved.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
- Any concerns about the administration of this policy should be addressed to the director of HR.

## **ARTICLE VI. RECORDS AND REPORTS**

### **Section 1.     Personnel Files**

Employee personnel records are maintained by the human resources department and are considered confidential. As required by law, some records relating to medical issues and internal investigations are maintained in separate files. For purposes of this policy, a personnel file includes records related to performance and training as well as other records used for hiring, promotion and disciplinary decisions. The personnel file does not include any reference checks, medical records, or investigation files. Depending upon the circumstances, employees may be

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provided with access to records pertaining to internal investigations, with appropriate redactions to protect the rights of others.

Employees, or their representative, may request access to their personnel file by submitting a request to human resources in writing. Upon receipt of the written request, human resources will schedule an appointment to view the file during normal office hours within 3 days of the request unless otherwise required under state law. Employees are not permitted to remove any documents from the personnel file but may provide a written response to any document in the personnel file. Written responses will be attached to the original document in the personnel file.

Employees may also request copies of documents in their personnel file. Requests for copies must be made in writing to human resources and pay the Town's established printing costs. The Human Resources office will comply with appropriate requests for copies of documents within seven (7) working days from receipt of the request.

Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel files are to be reviewed in the Human Resources department. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

## **Section 2.     Public Information**

In compliance with GS 160A-168(b), Privacy of Employee Personnel Records, the following information, with respect to each Town employee, is a matter of public record:

- 1) Name.
- 2) Age.
- 3) Date of original employment or appointment to the service.
- 4) The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the Town has the written contract or a record of the oral contract in its possession.
- 5) Current position.
- 6) Title.
- 7) Current salary.
- 8) Date and amount of each increase or decrease in salary with that municipality
- 9) Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that municipality.
- 10) Date and general description of the reasons for each promotion with that Municipality.
- 11) Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the municipality. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the municipality setting forth the specific acts or omissions that are the basis of the dismissal.
- 12) The office to which the employee is currently assigned.

The term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other

forms of compensation paid by the Town.

Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

### **Section 3. Access to Confidential Records**

All information contained in a Town employee's personnel file, other than the information mentioned above, is confidential and shall be open to inspection only in the following instances:

- 1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A Town employee having supervisory authority over the employee may access employee's personnel file for information listed above, if job related; excludes medical and psychological records which are maintained under strict confidentiality separate from the personnel records.
- 4) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- 5) An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
- 6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- 7) The Town Manager, with the concurrence of the Town Council, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action. Before releasing that information, the Town Manager shall determine in writing that the release is essential to maintaining the level and quality of Town services. The written determination shall be retained in the Town Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

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8) Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

9) A record will be made of each disclosure and placed in the employee's file (except disclosures to the employee and the supervisor).

#### **Section 4. Personnel Actions**

The Human Resources Director, with the approval of the Town Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located as designated by the Town Manager. Any document not located there is not an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

#### **Section 5. Records of Former Employees**

The provisions for access to records apply to former employees as they apply to present employees.

#### **Section 6. Remedies of Employees Objecting to Material in File**

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

#### **Section 7. Penalties for Permitting Access to Confidential Records**

Section 160A - 168 of the General Statutes of the State of North Carolina provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction will be fined in an amount consistent with the General Statutes of the State of North Carolina.

#### **Section 8. Examining and/or Copying Confidential Material Without Authorization**

Section 160A - 168 of the General Statutes of the State of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who will knowingly and willfully examine in its official filing place, remove, or copy any portion of a confidential personnel file will be guilty of a misdemeanor and upon conviction will be fined consistent with the General Statutes of the State of North Carolina.

#### **Section 9. Destruction of Records Regulated**

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with GS 121-5, without the consent of the State Department of Cultural

Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates, or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in GS 132-3.

## **ARTICLE VII. SEPARATION AND REINSTATEMENT FROM EMPLOYMENT**

### **Section 1. Types of Separations**

All separations of employees from positions in the service of the Town will be designated as one of the following types and will be accomplished in the manner indicated: resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

### **Section 2. Resignation**

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice, including the reasons for their resignation and the effective date of resignation, to their supervisor at least 10 working days (two weeks) in advance of the last day of work. The employee does not have the authority to rescind a resignation after it has been initiated.

In the event that an employee does not provide the appropriate notice of resignation in writing, they are not eligible for rehire in future. All resignations must be retained in the employee's personnel file to be considered of record.

Holidays and/or vacation will not be counted toward the 10-day notice.

Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire. For Department Directors or Supervisors, a minimum of 30 days is requested as a notice of resignation to allow for proper succession transitioning.

An employee who desires to terminate his employment with the Town should give written notice to his department head two weeks prior to his last intended day of employment. Resigning department heads will give one month's notice. An employee who does not provide the required notification will have recorded on his service record that he resigned without giving proper notice. Failure to provide minimum notice shall result in the forfeit of payment for accumulated vacation leave unless the notice is waived upon recommendation of the Department Director and approval by the Town Manager.

An employee who is absent from work three consecutive days without reporting to his supervisor the reason for his absence will be considered to have terminated his employment without notice, and notation to this effect will be recorded on the employee's service record. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

### **Section 3.     Reduction in Force**

Reduction in force is the involuntary separation of an employee due to lack of work or funds, outsourcing of services, decreased workload or elimination of the employees' position due to reorganization. Should it become necessary because of economic conditions to reduce the number of employees or work hours, this will be done at the discretion of the Town. The Town Manager, with the approval of the Town Council, has the authority to call for a reduction in force.

In the event a reduction in force becomes necessary, consideration will be given to the quality of each employee's performance, as documented by current performance appraisals, organizational needs, the need for the employees' service, and seniority in determining those employees to be retained. Employees who are laid off because of reduction in force will be given at least two weeks' notice of the anticipated lay-off and will be given first opportunity to return to work should an opening become available commensurate with his skills. No regular employee will be separated while there are temporary employees serving in the same class in the department unless the regular employee is not willing to transfer to the position held by the temporary employee. Under the provisions of the reduction in force, the Town Manager has the option to make changes to work time and/or workload to accomplish the reduction.

An employee who is separated because of a reduction in force may be reinstated within six months of the date of separation, upon recommendation of the Department Director, and upon approval of the Town Manager. An employee who is reinstated in this manner shall be credited with his or her previously accrued sick leave and previous service credit and will receive all benefits provided in accordance with this policy. The salary paid a reinstated employee who is separated because of a reduction in force will be as close as reasonably possible, given the circumstances of each employee's case, to the salary previously attained by the employee, plus any across-the-board pay increases.

### **Section 4.     Voluntary Retirement**

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Town employees participate in and are eligible to retire under the North Carolina Local Governmental Employees Retirement System (LGERS). Any employee who is planning to retire should meet with the Human Resources Department three months prior to the planned effective retirement date to complete necessary paperwork for LGERS. Those employees retiring from Town service will be paid up to 240 hours of vacation time not used. Employees may apply unused sick leave toward their retirement credit.

Any necessary paperwork for retirement should be completed with Human Resources at least ninety (90) days in advance to allow for proper processing by LGERS.

### **Section 5.     Death**

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

## **Section 6. Dismissal**

An employee may be dismissed in accordance with the provisions and procedures of Article V of this Personnel Policy.

## **Section 7. Rehiring**

An employee who resigns while in good standing may be reinstated, with the approval of the Town Manager, within six months of the date of separation. An employee who is reinstated within six months will be credited with previous years of service and previously accrued sick leave and will receive all benefits provided in accordance with this policy. The salary paid a reinstated employee, who returns within six months of the date of separation, will be as close as reasonably possible, given the circumstances of each employee's case, to the salary previously attained by the employee, plus any across-the-board pay increases.

An employee who resigns while in good standing and returns after six months from the date of separation will be regarded as a new employee (vacation leave and service start over).

## **Section 8. Disability**

An employee who cannot satisfactorily perform the essential functions of a job because of a physical or mental disability may be separated. If requested by the employee, the town and employee must first fully explore reasonable accommodation(s) which might permit the employee to resume satisfactory performance. Reasonable accommodation may include transfer to a different position. The Town will comply with the Americans with Disabilities Act of 1990 (ADA) in this matter. Action may be initiated by the employee or the town, but, in all cases, it must be accompanied by medical or psychological evidence, as certified by a competent physician or psychologist, and deemed acceptable to the town manager. The town may require an examination, at the town's expense, performed by a physician of the town's choice.

## **Section 9. Unavailability when Leave is Exhausted**

**An employee may be separated if they become or remain unavailable for work after all applicable leave and benefits (not including COBRA) have been exhausted and the Town Manager does not grant leave without pay.**

In most cases of separation, Human Resources and/or the Department Director will conduct an exit meeting on or before the last day of employment to collect all Town property, and to discuss final pay.

If applicable, information regarding benefits continuation through the Consolidated Omnibus

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Budget Reconciliation Act (COBRA) will be sent to the individual's home address.

## **Section 10. Severance Pay**

### **Purpose**

The purpose of this policy is to outline the severance pay benefit of the Town of Waynesville.

### **Eligibility**

This policy applies to all *exempt full-time employees*.

### **Triggering Events**

In the event of an involuntary termination due to a reduction in force/downsizing, change in organization direction, job elimination, termination for performance, or termination for unavailability, the Town of Waynesville provides a severance benefit for the affected employees.

*This does not apply to terminations for cause, refusal to be reassigned or refusal to be relocated, or retirement.*

### **Payment Amount**

The rate of severance is based on length of service with the Town of Waynesville. No other local government service will be considered in the rate of severance.

<b>Length of Service</b>	<b>Number of Weeks</b>
Less than one year	0
One year - less than two	2
Two years - less than three	3
Three years - less than four	4
Four years - less than five	5
Five years - less than seven	6
Seven years or more	8

The maximum allowed severance is eight weeks. Severance is calculated on base pay only. Employees may choose to receive severance pay as a salary continuation benefit (continue payments on scheduled paydays) or in a lump sum. Federal, state and local tax withholding will apply.

### **Vacation**

Accrued but unused vacation, not to exceed 240 hours, will be paid out to the employee. Vacation will stop accruing as of the effective date of termination.

### **Insurance Benefits**

Health and dental insurance coverage, if applicable, end on the last day of employment. Upon termination of coverage, COBRA notification will be forwarded to the individual's home address.

## **ARTICLE VIII. DISCIPLINARY ACTIONS**

### **Section 1. Policy**

The Town expects employees to comply with the Town's standards of behavior and performance and to correct any noncompliance with these standards.

A non-probationary employee may be reprimanded, suspended, demoted or dismissed as provided below; however, nothing contained herein shall replace, change or modify the employment-at-will status as first stated in Article I. General Provisions of these policies.

The Town generally administers a progressive disciplinary procedure in which discipline is administered in proportion to the degree of severity and frequency of unacceptable employee behavior. Progressive discipline is intended to allow the employee the opportunity to correct deficiencies in work behavior by clarifying and prescribing to the employee the appropriate behavior. All disciplinary actions are subject to the approval of the Town Manager.

Employees may be disciplined for improper personal conduct or unsatisfactory performance of job duties, as described in this Article. The Town may also discipline employees for performance problems and/or conduct not specifically identified in this Article.

Probationary employees who have not attained regular status and temporary employees may be dismissed immediately for unsatisfactory job performance or improper personal conduct violations. There is no right of appeal. Appropriate documentation of the dismissal will be included in the employee's personnel file.

It is the duty and the responsibility of every Town employee to be aware of and to abide by existing policies and work rules.

### **Responsibilities of Employees**

It is also the responsibility of employees to perform their duties to the best of their ability and to the standards set forth in their job descriptions or as otherwise established. Employees are encouraged to take advantage of all learning opportunities available and to request additional instruction when needed.

### **Responsibilities of Supervisors, Managers, and Directors**

The immediate supervisor, manager, or director should approach corrective measures in an objective manner.

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If the employee's performance of assigned tasks is an issue, the supervisor, manager, or director should confirm that proper instructions, appropriate orientation and adequate training have been given and that the employee is aware of job expectations. Both single incidents and patterns of poor performance should be of concern.

If misconduct is the issue, the supervisor, manager, or director should take steps to ensure that the employee is aware of the town's policies and regulations regarding employee conduct.

If, in either case, appropriate instruction or information was not communicated, the supervisor, manager, or director should immediately develop a plan for delivering such instruction or information and should review the content with the employee.

## **Section 2. Procedure**

Whenever, in the supervisor's judgment, employee performance, attitude, work habits, or personal conduct falls below the acceptable level, the supervisor shall inform the employee promptly and specifically of such performance problem(s) and give counsel and assistance while completing the appropriate documentation for informal counseling. A reasonable period of time for improvement may be allowed before initiating formal disciplinary action and is within the discretion of the supervisor.

The Town generally follows the principles of progressive discipline to address issues such as poor work performance or misconduct to encourage employees to become more productive workers and to adapt their behavior to town standards and expectations. However, the supervisor, in consultation with the Human Resources Director, may determine the appropriate level of discipline, separate and apart from the progressive discipline, taking into consideration the particular incident. Disciplinary actions will be recorded in the employee's personnel file.

Disciplinary action may consist of any of the following, not necessarily in this order:

- Verbal warning counseling an employee about an issue of concern with a written record of the discussion, noting the date, event, and recommended action is placed in the employee's personnel file for future reference.
- Written warning is used for behavior or performance that a supervisor considers serious or when a verbal warning has not helped change unacceptable behavior or performance. The department head, in consultation with human resources, may place the employee on a performance improvement plan (PIP) not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and work requirements specified by the supervisor and the organization. The supervisor and employee should meet regularly to assess the progress of the PIP. If the employee has met the goals and expectations described in the PIP, the supervisor will document that he or she has successfully completed the PIP. If established goals are not met, dismissal may occur.
- Written Warning with Condition(s) of Continued Employment

- Suspension
- Demotion
- Dismissal

The Town reserves the right to administer appropriate disciplinary action as needed. Each situation will be dealt with on an individual basis.

#### Written Warning(s)

A documented discussion of specific work-related concerns indicating unacceptable personal conduct or performance deficiencies will be made with corrective measures to be followed. The receipt of a written warning should be acknowledged in writing by the employee. If the employee refuses to properly acknowledge the receipt of any written warning, the supervisor issuing the written warning shall note the employee's refusal on the employee disciplinary report and have an additional supervisor sign the disciplinary report as a witness to the fact that the employee refused to sign the disciplinary report.

#### Written Warning with Condition(s) of Continued Employment

If an employee continues to perform his or her duties in an unsatisfactory manner, after the receipt of a written warning about deficiencies in the employees' work performance, or if the employee engages in improper personal conduct that involves a mitigating factor or a combination of mitigating factors deemed by management to warrant disciplinary action short of dismissal, the employee may be issued a written warning that contains conditions with which the employee must comply in order to maintain his or her employment with the Town. These conditions of employment may include, but are not limited to, performance requirements as well as a defined goal for the employee to attain in order to demonstrate that the employee is conducting him/herself in a manner that meets the expectations of the Town of Waynesville.

**The issuance of a written warning by the Town to an employee is for the convenience of the Town and is not a precondition of an adverse employment action. An employee may have an adverse employment action (including but not limited to suspension, demotion or dismissal) taken against them without prior written warning by the Town.**

#### Suspension

If the behavioral infraction is extremely serious to the Town, other employees, or the public, the employee may be suspended without warning.

### **Section 3. Non-Disciplinary Suspension**

During the investigation, hearing or trial of an employee on any criminal charge, or during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee when suspension would, in the opinion of the Department

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Director, the Human Resources Director, or Town Manager, be in the best interest of the Town, the employee may be suspended for part or all of the proceeding as a non-disciplinary action. In such cases, the Town Manager may temporarily relieve the employee of all duties and responsibilities and place the employee on unpaid or paid leave for the duration of the suspension. If the employee is reinstated following the suspension such employee shall not lose any compensation or benefits to which otherwise the employee would have been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of unpaid suspension.

#### **Section 4. Rights of Appeal**

In the case of a demotion or dismissal, a regular employee can appeal to the Town Manager in writing within seven (7) business days following the effective date of the personnel action that is under appeal. The Town Manager, or designee, will review the written reports utilized by the Department Head to take the personnel action under appeal, and may request additional information and documentation to consider the appeal. The Town Manager may request meetings with the employee as well as others involved. In deciding the issue on appeal, the Town Manager, or designee, may confirm or modify the recommendation of the Department Head and enter such order as the Town Manager may deem appropriate. The Town Manager's written decision shall be entered and forwarded to the Department Head and the employee within ten (10) business days from the date the written appeal was received. The decision entered by the Town Manager shall be final.

#### **Section 5. Administrative Guidelines**

As mentioned above, the Town will determine the appropriate level of discipline for both unsatisfactory job performance and conduct issues. Examples of both unsatisfactory job performance and improper personal conduct which could result in discipline are listed below. This list should not be considered exhaustive.

##### **(A) Unsatisfactory Job Performance**

Unsatisfactory job performance occurs when an employee fails to meet job requirements or performance standards as established by the Department Director or Town Manager. This policy does not require that progressive warnings address the same type of unsatisfactory performance.

*The following list is illustrative, and is not an exhaustive or exclusive list, of the types of unsatisfactory job performance that may lead to the termination of an individual's employment with the Town:*

- (1) Inefficiency or incompetence or negligence in performing duties;
- (2) Poor manner of work performance;
- (3) Failure to produce work of acceptable quality, quantity or accuracy;
- (4) Physical or mental incapability for performing duties after reasonable accommodation;

- (5) Careless, negligent or improper use of Town property;
- (6) Failure to maintain satisfactory and harmonious working relationships with fellow employees and the public;
- (7) Habitual pattern of failure to report for duty at the assigned time and place;
- (8) Absence without approved leave;
- (9) Improper use of sick or other leave privileges;
- (10) Failure to complete work within time frames established;
- (11) Repeated or serious incident of unsafe behavior at work;
- (12) Failure to obtain or maintain current license or certificate required as a condition of the job;
- (13) Failure to wear or use appropriate safety equipment or otherwise to abide by safety rules;
- (14) A rating below expectations overall or on a principal function for at least two consecutive performance reviews (may be mid-year reviews) spanning at least six months with no improvement.

#### **(B) Improper Personal Conduct**

An employee who engages in a single act of improper personal conduct is subject to dismissal from employment with the Town of Waynesville regardless of whether the employee has previously received a warning of any kind during his/her career with the Town.

*The following list is illustrative, and is not an exhaustive or exclusive list, of the types of improper personal conduct that will lead to the termination of an individual's employment with the Town:*

- (1) Conduct unbecoming a Town employee;
- (2) Fraud, theft or other illegal activities;
- (3) Conviction of a felony or the entry of a plea of nolo contendere thereto;
- (4) Willful misuse or gross negligence in the handling of Town funds or missing Town funds;
- (5) Personal use of Town equipment or supplies;
- (6) Falsifying records for personal profit, to grant special privileges or to obtain employment;

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- (7) Engaging in any action that would in any way seriously disrupt or disturb the normal operations of the Town;
- (8) Willful acts that would endanger the lives or property of others;
- (9) Willfully damaging Town property;
- (10) Possessing unauthorized weapons, alcoholic beverages, or illegal substances while on the job;
- (11) Violence or other aggressive, threatening, intimidating, bullying or disruptive behaviors whether by means of communication devices or by means of physical visits to the grounds or home of the targeted individual, for the purpose of harassing an individual;
- (12) Insubordination;
- (13) Accepting gifts for “favors” or “influence”;
- (14) Without proper authorization, disseminating or otherwise releasing in any manner information that is lawfully maintained by the Town as confidential information;
- (15) Professional misconduct;
- (16) Leaving the work area repeatedly for excessively long periods without proper authorization;
- (17) Willful violations of Federal/State law or regulations or Town policies;
- (18) Violation of the Town’s policies prohibiting sexual harassment, unlawful discrimination, retaliation, workplace violence, and/or substance abuse;
- (19) Providing or maintaining false or improper records/documents;
- (20) Sleeping during work time;
- (21) Gambling during work time; and
- (22) Providing an untruthful statement or statements during an administrative investigation conducted by the Town and/or otherwise attempting to impede the ability of the Town to conduct an accurate and complete administrative investigation.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the [National Labor Relations Act](#), including

Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

### **Section 1. Policy**

The Town is committed to providing employees an effective and responsive grievance process. The purpose of this article is to outline the procedure and to assure all employees that a response to their grievances will be prompt and fair. Employees utilizing the grievance procedure shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from Town service. The Human Resources Director is available to assist at all levels of the Grievance Procedure.

### **Section 2. Grievance Defined**

A grievance is a claim or complaint by a current or a former employee based upon an event or condition within the control of the Town. **The event or condition must adversely affect the circumstances under which an employee works.** The event or condition creating the adverse affect is caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. An employee filing a grievance must be adversely affected by the condition or event being grieved and must clearly communicate how the condition is impacting said employee's work with the Town.

Disciplinary demotions or employment terminations do not fall under the Grievance Procedure. Refer to Article VIII. Disciplinary Actions; Section 4. Rights of Appeal of this Personnel Policy for information on appealing disciplinary demotions and termination of employment.

### **Section 3. Purposes of the Grievance Procedure**

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their grievance can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work that affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures that affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures; and
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees.



6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible of the chain of command; and

7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the Town or its leaders, thus freeing up employee motivation, productivity, and creativity.

#### **Section 4. Procedure**

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of business days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved.

**Informal Resolution.** Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. This is to ensure that the supervisor knows about and has had the opportunity to consider and investigate the problem and to resolve the problem informally before the formal grievance process is initiated. Either the employee or the supervisor may involve the respective Department Head and/or the Human Resources Director as a resource to help resolve the grievance.

**Step 1.** If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the Department Head in writing. **The grievance must be presented within fifteen (15) business days of the event or within fifteen (15) business days of learning of the event or condition.** The grievance should contain the following: the decision, action, or policy the employee does not agree with, on what basis the action is wrong or unfair, and the proposed resolution the employee is seeking.

The Department Head shall submit a written response to the employee within fifteen (15) business days after receipt of the grievance. The Department Head should, and is encouraged to, consult with any employee of the Town in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the Department Head is required to cooperate to the fullest extent possible.

The response from the Department Head for each step in the formal grievance process shall be in writing and signed. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Human Resources Director.

In cases involving discrimination or harassment, which may involve the immediate supervisor or Department Director, the employee may file the grievance with the Human Resources Director directly. In cases involving misconduct of the Town Manager, the employee may file the grievance with the Town Council through the Human Resources Director.

**Step 2.** If the grievance is not resolved to the satisfaction of the employee by the

Department Head, the employee may appeal, in writing, to the Town Manager within seven (7) business days after receipt of the response from Step 1. The grievance should state why the employee disagrees with the Department Head's decision in Step 1. as well as offer a suggested resolution to the problem. The Town Manager shall respond to the appeal in writing, stating the determination of decision within fifteen (15) business days after receipt of the appeal. The Town Manager's decision shall be the final decision. The Town Manager will notify the Town Council of any impending legal action.

While all parties are entitled to seek legal advice, attorneys may not be present at administrative or investigative meetings related to the grievance without the consent of all parties. Filing a lawsuit or seeking any other administrative remedy against the Town while you have a grievance on the same issue will end your appeals under the Town's grievance procedure.

## **Section 5.      Role of the Human Resources Director**

Throughout the grievance procedure, the role of the Human Resources Director shall be as follows:

- 1) To advise parties (including employee, supervisors, and Town Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
- 2) To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents.
- 3) To give notices to parties concerning timetables of the process, etc.;
- 4) To assist employees and supervisors in drafting statements; and
- 5) To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
- 6) To help locate resources as needed.

The Human Resources Director shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

The Human Resources department maintains an Open-Door-Policy to assist all employees with grievances or complaints.

## **ARTICLE X. TIME OFF AND LEAVES OF ABSENCE**

### **Section 1. Policy**

The policy of the Town is to provide vacation leave, sick leave, and holiday leave to all regular full-time employees. Employees shall accrue leave proportionately with each payroll. An employee must be in “pay status” for a minimum of 50% of the pay period in order to accrue leave.

### **Section 2. Holidays**

The Town follows the North Carolina State Holiday schedule. If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the Town will select either the following Monday or the preceding Friday as a substitute holiday. The Town reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

The Town observes and allows full-time employees time off with pay for the following holidays:

- New Year’s Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Workday directly before or after Christmas (depending on day of the week for Christmas)
- Christmas

#### **Holiday Pay**

Full-time regular employees are eligible for holiday pay. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee’s regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime; with the exception of police and fire employees whose holiday pay is based on their shift hours.

To receive holiday pay, an employee must be at work or taking an approved absence on the workdays immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the Town may require verification of the reason for the absence before approving holiday pay.

### **Section 3. Religious Observances**

The Town will reasonably accommodate absences from work for employees to participate in religious observances and practices to the extent the absence does not create an undue hardship.

#### **Absences for Religious Purposes**

In addition to regular Town of Waynesville holidays, an employee may take time off to observe a special or religious holiday, provided that work schedules can be accommodated without undue hardship to business operations.

This policy applies to all Town of Waynesville employees.

#### **Procedures**

Reasonable accommodations to religious observances and practices should be arranged with the employee's supervisor, who is encouraged to accommodate the employee's request to the extent that it is practicable. Employees are responsible for giving supervisors at least a two-week notice of the proposed absence.

Employees may request this time as either paid vacation or time off without pay or have the option to make up equivalent time by arrangement with their supervisor.

If a supervisor is unable to grant the employee the time off requested, the supervisor should discuss the employee's request with human resources prior to denying the request. If both the supervisor and the human resources representative agree that the time off would create an undue hardship, the request will be denied and alternative arrangements will be discussed with the employee.

### **Section 4. Vacation**

The Town of Waynesville recognizes the importance of employees' having the opportunity to have leisure time and attend to nonwork matters. Therefore, the Town will attempt to grant all full-time, non-probationary employees vacation leave at the time they desire to take it. However, the Town must maintain adequate staffing at all times. Therefore, vacations must be scheduled in advance and with prior written approval of the employee's supervisor.

#### **Eligibility**

All regular, full-time, non-probationary employees are eligible for vacation accrual on the following basis:

#### **Procedures**

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### *Accrual*

Vacation is earned by the eligible employee in the following hourly, or fraction thereof, amounts:

- At a rate of 9.20 hours per month from the date of hire to their fifth-year anniversary (equivalent to approximately 112 hours or 14 days per anniversary year).
- At a rate of 11.20 hours per month, from their fifth-year anniversary to their 10th anniversary (equivalent to approximately 136 hours or 17 days per anniversary year).
- At a rate of 13.20 hours per month, from their 10th-year anniversary to their 15th anniversary (equivalent to approximately 160 hours or 20 days per anniversary year).
- At a rate of 15.20 hours per month, from their 15th-year anniversary to their 20th anniversary (equivalent to approximately 184 hours or 23 days per anniversary year).
- At a rate of 17.20 hours per month, from their 20th anniversary (equivalent to 208 hours or 26 days per anniversary year).

Probationary employees will accrue vacation leave but are not entitled to take such leave until completion of the probationary period.

### *Credit for Service*

Newly hired employees will receive credit for years of service in calculating vacation for total years served in any unit of government which participates in NCLGERS, or any other unit of Local Government, including out of state Local Governments, as long as a letter from the previous employer is provided to verify the time contributed in the local government service. For example: if an individual has served for 10 years with another unit and transfers to Waynesville, they would accrue vacation based on their 10 years of service, rather than that of an employee with no NCLGERS service (i.e. 13.20 hours per month rather than 9.20). An individual who has a break in service longer than six (6) months is ineligible to accrue at a rate different from a newly hired employee.

Current employees may request a service audit to ensure that they are accruing vacation at a rate that honors their total years served in any unit of government which participates in NCLGERS, or any other unit of Local Government, including out of state Local Governments. The break in service rule shall still apply to current employees who request a service audit. If the service audit indicates that the current employee is eligible to accrue vacation at a higher rate, the new rate shall not be retroactive but will be put in place at the beginning of the next applicable pay period.

With the approval of the town council, the Town Manager can authorize a higher-than-vacation accrual when necessary to attract an applicant to a critical position during a tight labor market. Such accrual shall not exceed 26 days per year.

### *Advance*

An employee that has at least one (1) year of service may request for an advancement in vacation leave to a maximum of 40 hours with the approval of the Town Manager. Approval or denial is at the Town Manager's discretion.

#### *Vacation scheduling conflicts*

When conflicts develop, they will be resolved fairly, but as deemed appropriate by management. All other factors being equal, preference will generally be given to the employee who makes the earliest request, but other legitimate factors may be considered, including seniority and the amount of vacation time already taken by the employees involved.

#### *Minimum vacation time increments*

Employees must take vacation time in increments of at least four hours. It is each supervisor's responsibility to monitor such absences and to ensure that they do not become excessive in relation to the hours worked by the employee.

#### *Notice of absence and appropriate use*

Generally, requests for vacation days must be submitted to the department head in writing at least one week in advance. Employees may have the right in certain circumstances to make leave requests under the Family and Medical Leave Act (FMLA) or other laws on shorter notice. If the employee is requesting vacation leave for family or medical purpose, the employee should make sure that this purpose is made clear to management. The supervisor must approve any exceptions to this provision or any conflicts in scheduling. A department may impose additional guidelines as necessary to ensure efficiency and adequate staffing levels.

An employee will not be permitted to work for the Town at the same time he is on vacation leave. Under no circumstances will an employee be paid for accumulated or unused vacation leave while still in the employment of the Town.

#### *Unused vacation time*

Vacation leave may accumulate to a maximum of thirty (30) days. When the maximum has been accumulated, all additional leave over thirty (30) days must be taken by December 31st. On January 1st the accumulated leave balance will be reduced back to the thirty (30) day maximum.

Vacation days reduced in excess of 30 days on January 1, will be transferred to the employee's accrued sick leave benefits. Time taken off by employees using approved leave with pay, or receiving workers compensation benefits, will be counted as time worked for the purpose of earning vacation leave.

Employees are cautioned not to retain excess accumulation of vacation until late in the calendar year; due to the necessity of keeping all town functions in operation, large numbers of employees cannot be granted vacation at any one time. If any employee has excess leave accumulation during the latter part of the calendar year and is unable to take such leave because of staffing demands, the employee will not receive special consideration, either in having vacation scheduled or in receiving any exception to the maximum accumulation.

#### *Termination of employment*

Upon termination of employment with the Town for whatever reason, an employee must have worked through the last day of the month of termination to earn vacation leave for that month. At the time of an employee's separation, any advanced vacation leave owed the Town will be

deducted from the employee's final compensation. Upon submission of a resignation and the return of all Town owned property, an employee will be eligible to be paid for vacation leave accumulated to the date of separation, not to exceed the maximum thirty (30) days or 240 hours.

#### *Pay in lieu of vacation*

The Town will not pay employees for unused vacation except upon termination of employment.

#### *Death of employee*

The estate of an employee who dies while employed by the Town will be entitled to payment of all of the accumulated vacation leave credited to the employee's account, not to exceed thirty (30) days or 240 hours.

#### *Shared leave*

Vacation time can be transferred to fellow employees under certain conditions, after the receiving employee has exhausted all their accrued vacation time and sick leave, on a voluntary basis, when a deserving employee is threatened with loss of income due to extended illness or a family crisis. Transfer of time will require approval by the employee's supervisor and must be reviewed by the Town Manager and Human Resource office. No employee may transfer more than one-half of their time to a deserving employee, and the employee who is donating time may only donate accrued leave in excess of 40 hours of accrued vacation time. No employee shall donate accrued vacation time unless they have over 40 hours of accrued leave and the donation shall not deplete the giving employee's vacation balance to less than 40 hours. Time transferred/donated will be converted from the donating employee's dollar value to the receiving employee's dollar value in hours. This is a voluntary program in which no employee will coerce any employee to donate vacation time. Confidentiality between donor and recipient will be maintained.

## **Section 5. Sick Leave**

The Town of Waynesville recognizes that employees will occasionally need time off from work to recover from an illness, to address their medical needs or to address the medical needs of a family member.

#### *Policy*

Sick leave with pay is a privilege granted by the Town for the benefit of an employee when sick or when tending to an immediate family member who is sick. "Immediate family member" will be defined as a spouse, parent, child, stepparent, brother, sister, grandparent, grandchild, daughter-in-law, son-in-law, mother-in-law, or father-in-law of the employee or legal guardian. As well as various combinations of half-brothers/sisters and legally adopted relationships that can be derived from the family members named herein. Sick leave is also available when an employee has been exposed to a contagious disease and continuing to work could jeopardize the health of others.

Temporary/part-time employees are not entitled to earn sick leave. Temporary employees must take leave without pay for days missed due to sickness.

Time taken off by employees using approved leave, or time off under workers compensation, will be counted as time worked for the purpose of sick leave accumulation.

#### *Accrual*

For this purpose, each regular and probationary full-time employee will earn sick leave at the rate of eight (8) hours per month. Employees hired on or before the 15th of the month earn one-half day of sick leave for that month and those hired after the 15th of the month begin earning sick leave on the first of the following month. Permanent part-time employees will accrue sick leave benefits on a pro-rated schedule, based on hours worked.

There is no maximum accumulation for sick leave. Unused sick leave may be applied toward retirement credit, at the rate of one month of credit for every twenty (20) days of unused sick leave, under the rules of the North Carolina Local Governmental Employees Retirement System (NCLGERS).

#### *Credit for Service*

Newly hired employees who are transferring from another unit of local or state government may transfer Unused Sick Leave if their former unit participated in the NCLGERS and proper documentation is provided from the previous employer.

#### *Use and Reporting*

Sick leave must be charged as used. All employees will be eligible to use sick leave as soon as it is earned. Employees are required to notify their supervisors as soon as possible, but no later than 1/2 hour before the beginning of their regular workday, if they are unable to report to work due to illness.

#### *Physician's Certification*

The Town reserves the right to require documentation from a health care professional to verify the need for sick leave and/or authorizing the employee to return to work. The employee may be required to submit to such medical examination or inquiry as the department director deems desirable. The department director shall be responsible for the application of this provision to the end that:

- A. Employees shall not be on duty when they might endanger their health or the health of other employees; and
- B. There will be no abuse of leave privileges. Claiming sick leave under false pretense to obtain a day off with salary shall subject the employee to disciplinary action.

For all absences due to illness extending beyond three (3) days, a physician's certificate providing proof the employee was unable to work due to illness or injury is required before returning to work. A physician's certification regarding an employee's ability to return to work after an illness or injury may also be required. The Human Resources office and/or department



head has the authority to request the certification. The Town Manager, at his discretion, may require a doctor's statement for any sick leave taken. Failure of an employee to provide requested proof will constitute a reason for nonpayment of the days taken. Such action may also be construed as grounds for further disciplinary action.

#### *Termination of employment*

All sick leave accumulated by an employee will end and terminate without compensation when the employee resigns or is separated from the Town, except as stated for employees retiring or terminated due to reduction in force.

#### *Shared leave*

Sick leave benefits may be transferred to fellow employees under certain conditions on a voluntary basis, when a deserving employee is threatened with loss of income due to extended illness or family crisis. Transfer of time will require approval by the employee's supervisor and must be reviewed by the Town Manager and Human Resource office. No employee may transfer more than one-half of their time to a deserving employee, and the employee who is donating time may only donate accrued leave in excess of 40 hours of accrued sick time. No employee shall donate accrued sick time unless they have over 40 hours of accrued leave and the donation shall not deplete the giving employee's sick leave balance to less than 40 hours

Time transferred/donated will be converted from the donating employee's dollar value to the receiving employee's value in hours. This is a voluntary program in which no employee will coerce any employee to donate sick leave time. Confidentiality between donor and recipient will be maintained.

Sick leave balances will roll over from year to year. Sick leave will not be paid out to the employee upon termination.

### **Section 6. Family and Medical Leave Act (FMLA) Policy**

The Town of Waynesville complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of unpaid leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact the Human Resources Director.

#### **Eligibility**

To be eligible for leave under this policy, employees must meet all of the following requirements:

- Have worked at least twelve (12) months for The Town of Waynesville.

- Have worked at least 1,250 hours for The Town of Waynesville over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

### **Reasons for Leave**

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child, or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

### **Amount of Leave**

An eligible employee can take up to 12 weeks of unpaid FMLA leave during any 12-month period. The Town will measure the 12-month period based on the calendar year. Each time an employee takes leave, the Town will compute the amount of leave the employee has taken under this policy since the beginning of the current calendar year, and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the Town will measure the 12-month period based on the calendar year. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the Town may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

**Intermittent Leave or a Reduced Work Schedule** Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or

workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The Town may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption, or foster care of a child, the Town and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations.

**Employee Notice Requirement** All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department head or HR department.

When the need for the leave is foreseeable, the employee must provide the Town with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Town's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR department will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

### **Designation of FMLA Leave**

Within five business days after the employee has submitted the required certification or other documentation, the HR department will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

### **Employee Status and Benefits During Leave**

The Town of Waynesville will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment of the health and dental insurance premiums, either in person or by mail. The payment must be received in the Finance department by the 15<sup>th</sup> day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. Information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the individual's home address

The Town will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Town will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the Town will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the Town may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the Town will discontinue coverage during the leave. If the Town maintains coverage, the Town may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the Town's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The Town may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

### **Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the Town's sick leave policy) prior to being eligible for unpaid leave.

An employee granted unpaid leave without pay while on FMLA leave may be carried on the Town's books in a non-pay status. Benefit costs will be pro-rated for unpaid leave in any pay period to ensure this policy is applied consistently. An employee on unpaid leave, having exhausted accumulated sick and vacation leave will not accrue leave benefits, nor will they be entitled to paid holidays. That employee will however be eligible for cost of living adjustments and merit increments and be eligible to continue to receive the benefits under the Town's group insurance policies by paying the pro-rated employee portions.

### **Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the Town may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### **Definitions**

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Qualifying exigency includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The next of kin of a covered service member is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service

member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

## **Section 7. Bereavement Leave for Immediate Family and Others**

### **Objective**

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members and fellow employees or retirees of The Town of Waynesville.

### **Eligibility**

All full-time, active employees are eligible for benefits under this policy.

### **Procedures**

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vacation or sick leave for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to five days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, grandparent, grandchild, spouse's grandparent, or an adult who stood in loco parentis to the employee during childhood. Bereavement leave granted must be used within 6 months of the death of the loved one, unless express written is provided by the Town Manager.

- Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the Town.

- **Section 8. Lactation/Breastfeeding Breaks Policy**

### **Objective**

As part of our family-friendly policies and benefits, and PUMP Act compliance, The Town of Waynesville supports breastfeeding employees by accommodating an employee who needs to express breast milk during the workday.

### **Accommodation for Lactating Employees**

For up to one year after the child's birth, any employee who is breastfeeding will be provided with reasonable break times to express breast milk. The Town of Waynesville has designated private areas as necessary.

Employees must reserve the room by contacting their supervisor.

A small refrigerator reserved for the specific storage of breast milk will be made available after an employee request is made by contacting their supervisor. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Breaks of more than 20 minutes in length will be unpaid and recorded on timesheets where appropriate.

- **Section 9. Reasonable Accommodations for Pregnant Workers Policy**

### **Purpose**

As required by the federal Pregnant Workers Fairness Act (PWFA), The Town of Waynesville will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation causes undue hardship to The Town of Waynesville's operations.

### **Policy**

An employee or applicant may request accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to human resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable.

Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, The Town of Waynesville will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

The Town of Waynesville prohibits any retaliation, harassment or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

- **Section 10. Unpaid Leave**

### **Policy**

To ensure public accountability, the town normally does not pay employees for scheduled hours not worked when there is no leave time accrued or available which is appropriate to cover the absence. Leave without pay for employees who are exempt from the overtime provisions of the fair labor standards act will only be used in a manner which preserves the employee's exempt status. A regular employee may be granted a leave of absence without salary at the discretion of the town manager. The leave may be used for the reasons of:

- a. Personal disability after both sick leave and the desired amount of vacation has been exhausted;



- b. Continuation of education or special work that will permit the town to benefit by the experience gained or the work performed; or
- c. For other reasons deemed justified by the town manager.

Unpaid leave is granted to all employees who qualify for FMLA leave and have exhausted all forms of accrued leave, including sick leave, vacation, and donated leave.

### **Provisions**

- Individuals employed by the Town for a minimum of 6 months are eligible to apply for an unpaid personal leave of absence.
- Unpaid personal leave may only be requested after all other appropriate leave balances have been exhausted.
- The Town will attempt to hold an employee's position open for the period of unpaid personal leave, if such leave is 2 weeks or less. If leave is greater than 2 weeks, the employee, if qualified, will be entitled to the first reemployment opportunity available over the next 60 days.
- Employee health benefits will continue in the same manner as received prior to the leave, if the leave is for 2 weeks or less, and the employee will be expected to remit payment for the employee's portion of the prorated health and dental insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If an employee requests leave which will extend beyond the 2-week period or fails to remit payment for the employee's portion of the prorated health and dental insurance premium, the employee will be advised of COBRA continuation rights.
- Unpaid personal leave requests are limited to one per year.
- Accepting employment elsewhere is not a qualified reason for unpaid leave under this policy and may result in termination of employment at the Town.
- An employee granted unpaid leave without pay may be carried on the Town's books in a non-pay status. Benefits will be pro-rated for employees using unpaid leave in any pay period to ensure this policy is applied consistently. An employee on unpaid leave, having exhausted accumulated sick and vacation leave will not accrue leave benefits, nor will they be entitled to paid holidays. That employee will however be eligible for cost of living adjustments and merit increments and be eligible to continue to receive the benefits under the Town's group insurance policies by paying the prorated employee portions.

### **Procedure for applying for unpaid personal leave**

Requests for unpaid personal leave, outside of the provisions for FMLA entitlement, must be made in writing to the Town Manager using the standard Leave Request form.

All unpaid personal leaves must be approved by the Town Manager and recorded with the Human Resources Director.

### **Procedure for returning from unpaid personal leave**

An employee who has been granted an unpaid personal leave of absence shall give the Department Head and Human Resources Director reasonable notification of the intent to return to work at least two weeks prior to the return date.

Upon receiving notification of the employee's availability, the supervisor or Department Head will arrange to have the employee reinstated to the employee's previous position, if available.

If the previous position is no longer available, the employee may be considered for other open positions which the employee is qualified for as they become available.

If no position exists, the employee will remain on unpaid leave status until a suitable opening develops. If such an opening does not occur within a 60-day period, any obligation to reinstate the employee is discontinued and the employee's leave status is changed to a voluntary termination. Information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the individual's home address. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

## **Section 11. Jury Duty/Court Appearance**

### **Policy**

The Town supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence. Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than 2 weeks on a jury. If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Vacation hours will be used for this purpose.

## **Section 12. Time off for Voting**

### **Policy**

Town of Waynesville recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

## **ARTICLE XI. EMPLOYEE BENEFITS**

### **Section 1. Eligibility**

Last updated: \_\_\_\_\_

The Town of Waynesville recognizes the value of benefits to employees and their families. The Town supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the Employee Benefit Guide, or contact the Human Resources department. All regular full-time Town employees are eligible for employee benefits, subject to any waiting period.

As an integral part of a comprehensive, competitive compensation program, the Town offers a variety of benefits. Specific benefit programs will vary from time to time and the type, level, eligibility, and cost of such programs are subject to change at any time at the sole discretion of the Town. To that end, the Town will periodically review each employee benefit and may, with or without notification, modify, delete or add benefits at its own discretion as may be deemed to be appropriate and necessary. The Town reserves the right to re-evaluate healthcare benefits and to make changes in coverage and rates at its discretion without prior notice to employees.

## **Section 2. Group Health Insurance for Active Employees**

Medical coverage will be made available to all regular full-time employees and their eligible dependents. Medical coverage is generally provided at no cost for the employee, although employees may be charged a premium for coverage of certain lifestyle risks, or voluntary participation in certain health-related programs and activities. In cases of unpaid leaves of absence, including FMLA related unpaid leaves of absence, the employee will be eligible to continue to receive the benefits under the Town's group insurance policies by paying the employee and employer portions.

Dependent coverage is provided at a cost to employees. Employees with working spouses whose employers offer group health coverage must elect medical coverage through their employer and are therefore ineligible to participate in the Town's health plan. Non-working spouses can be covered as eligible dependents and are subject to the Town's fee structure plan for dependents.

Medical coverage will be effective on the first day of the month, following thirty (30) days of consecutive employment. The Town will comply with all federal, state or other regulations including but not limited to the [Health Insurance Portability and Accountability Act of 1996](#), (HIPAA) regarding protected health information and other requirements and the [Affordable Care Act \(ACA\) of 2014](#).

Under the [Federal Consolidated Omnibus Budget and Reconciliation Act](#), or COBRA, employees are eligible to continue health insurance at group rates for up to 18 months after employment. The employee must pay 100% of the Town's cost of both individual and dependent health insurance as well as any administrative fee charged by the plan administrator.

## **Section 3. Group Life Insurance for Active Employees**

The Town will provide fully paid life insurance for full-time regular employees. Coverage amounts will be equal to one (1) times the annual salary of the employee with a minimum of \$25,000 and a maximum of \$100,000. Coverage will be effective on the first day of the month

following 30 (thirty) days of continuous employment. Dependent coverage is optional at the employee's cost.

#### **Section 4. Group Dental Insurance for Active Employees**

Dental coverage will be made available to all regular full-time employees and their eligible dependents. Dental coverage for all employees will become effective on the first day of the month following 30 (thirty) days of continuous employment. Coverage for eligible employees is paid by the Town, dependent coverage is provided at the group rate.

#### **Section 5. 401K Plan**

Town of Waynesville recognizes the importance of saving for retirement and offers eligible employees a 401(k) plan. Employer will contribute 5% of gross earnings into the Town sponsored 401(k) account for all eligible full-time employees effective from first day of employment. Employees may also contribute to the 401(k) account from date of hire.

#### **Section 6. Retirement**

All regular, full-time positions that are budgeted as permanent positions for a minimum of 1,000 hours per year are required to enroll in the North Carolina Local Governmental Employees Retirement System. The Town contributes to this tax-sheltered plan in addition to the six (6%) percent payroll deduction from employees. The Town will pay the employer's portion and deduct the employee's portion from their paycheck each pay period.

Specific information on the retirement plan is available during employee onboarding. Additional information may also be obtained from the Human Resource office.

The North Carolina Local Governmental Employees Retirement System has online resources available by visiting the North Carolina Local Governmental Employees Retirement System - <https://orbit.mync Retirement.com/> or other information available to all Town employees from the Human Resources office.

#### **Section 7. Group Health Insurance for Retired Employees**

Retirees must meet the NC Local Governmental Employees Retirement System or the NC Law Enforcement Officers Retirement System's eligibility guidelines for retirement. The following benefits are available to employees who were hired before April 1, 2025.

1) A Retiree who has achieved at least ten (10) or more consecutive years of service with the Town, not including any accumulated sick or vacation time, and has reached 55 years of age, will receive health insurance coverage, at no cost to the retiree, until the retiree reaches Medicare eligibility through age or disability.

2) A Retiree of any age, who has achieved thirty (30) or more years of creditable service under the N. C. Local Governmental Employees Retirement System or the N.C. Law Enforcement Officers Retirement system, with at least half of that time (15 or more years) having been in active service with the Town of Waynesville, will receive health insurance coverage, at no cost

to the retiree, from the date of separation from the Town of Waynesville, regardless of age at the time of separation, until the retiree becomes Medicare eligible through age or disability.

The Town reserves the right to change benefits at its discretion without prior notice to retirees.

### **Section 8. Group Health Insurance for Retiree Dependents**

Retirees who were hired before January 1, 2025 may obtain coverage for eligible dependents from the Town by paying the full premium for dependents as established by the insurance carrier. Employees who retire under conditions set forth in Subsection 1 or 2 above, may purchase coverage for their spouse, at their own expense, until the retiree's coverage terminates, then spouse would be eligible for medical coverage based on COBRA guidelines.

The coverage option in place on the day immediately prior to retirement is the coverage that is available to continue unless there is a qualifying event, or a change is made during the annual open enrollment period.

When the retiree reaches the age of 65 and the Town's regular health insurance coverage terminates. The spouse/dependents would be eligible for medical coverage based on COBRA guidelines.

### **Section 9. Group Dental Insurance for Retirees**

Dental benefits are not available to retirees as a paid benefit; however, dental benefits may be purchased by retirees at a rate for group coverage. Dependents may retain dental continue coverage as outlined for group health coverage for retirees above and will be billed via a third party.

### **Section 10. Workers' Compensation**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment. Town of Waynesville pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The Town abides by all applicable state workers' compensation laws and regulations. If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance for the Town. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the Town's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

## **Section 11. Unemployment Compensation**

In accordance with Public Law 94-566 and subsequent amendments, local governments are covered by unemployment insurance. Town employees who are terminated due to a reduction in force or released from Town service may apply for benefits through the local Division of Employment Security office, where a determination of eligibility will be made.

## **Section 12. Wellness Benefits**

The mission of the Town's wellness program is to promote well-being for all its employees through education and initiatives that support healthy lifestyle choices both professionally and personally and to empower and encourage employees to take responsibility for their own well-being through healthy lifestyle choices. The program rewards employees quarterly when you turn in a passport booklet. Employees could potentially receive up to \$300 a year by living a healthy lifestyle.

## **Section 13. Employee Assistance Network**

Employee Assistance Network is a program paid for by the Town for employees and immediate members of the household. This is completely confidential and already pre-paid for everyone for up to four visits. You and your immediate family members have access to a counselor through the EAN who will listen, understand, and help develop a plan to move forward. Additional costs are the responsibility of the employee but will usually be covered by health insurance.

## **Section 14. Law Enforcement Separation Allowance (LEOSA): Supplemental Retirement Income Plan**

The Town will provide a special separation allowance to qualified officers who retire early and meet all of the following qualifications:

- 1) The officer must have completed 30 years or more of creditable service or have attained 55 years of age and have completed 5 or more years of creditable service;
- 2) The officer must not yet be age 62; and
- 3) The officer must have completed at least 5 years of continuous service as a law enforcement officer immediately before service retirement.

Payment of the separation allowance will cease if the officer

- 1) reaches age 62;
- 2) dies; or
- 3) is re-employed in any capacity by the State of North Carolina or any of its political subdivisions.

All law enforcement officers automatically become members of the State Supplemental Retirement Income Plan on the date of hire

## **ARTICLE XII. TRAVEL**

### **Section 1. Purpose**

It is the policy of the Town of Waynesville to authorize employees, elected officials, and appointed officials to conduct town business and to establish procedures for reimbursement of the costs associated with travel. Employees, elected officials, and appointed officials are encouraged to attend trainings, conferences, and meetings of professional associations.

### **Section 2. Applicability**

1. All employees that are required to be away from the town in order to engage in an environment pursuant and relevant to their current position or their next level position.
2. All elected officials that are required to be away from the town in order to engage in an environment pursuant and relevant to their current position or their next level position.
3. All appointed officials that are required to be away from the town in order to engage in an environment pursuant and relevant to their current position or their next level position.

### **Section 3. General Policy**

Training shall be defined as those conferences or sessions that provide certification or a learning environment for employees, elected officials, and appointed officials pursuant and relevant to their current town position or their next level position.

It shall be the general policy of the town to allow employees and officials to travel to training sessions, seminars, and meetings of professional associations under the guidelines specified in this policy. Service by Council members in an official capacity as representatives of the town on State or regional committees and boards is encouraged, and their travel expenses will be reimbursed.

All travel and reimbursement are contingent upon the availability of funds in the proper budget account and no travel or reimbursement will be permitted without the employee completing a Travel Approval Form and a Per Diem and Expense Form.

**Abuse of this policy is subject to disciplinary action up to and including termination.**

### **Section 4. Employee and Town Official Responsibility**

An employee or official on town business is expected to exercise the same care in incurring expenses that a sensible person would exercise if traveling on personal business and spending personal funds. Training should always be scheduled at the closest location. The following conduct is discouraged and may result in the denial of travel authorization and reimbursement in the future:

- Excess costs
- Routes longer than the most direct way of travel

- Luxury Accommodations\*

\*Luxury accommodations would include beach houses, ocean view or other upgraded view rooms, suites, 2 bedroom or larger vacation rentals (Airbnb/VRBO -unless approved for multiple employees staying together or extended stays). Rooms listed as the conference-rate rooms would not be considered luxury. Suggested alternatives to the conference rate rooms offered are not considered conference rate rooms.

## **Section 5. Approval Authority**

The responsibility for keeping within the travel budget of each activity lies with the approving authority. The authorization of all travel is as follows:

1. The Department Head shall authorize travel and training by employees within their department.

## **Section 6. Procedure**

### General Procedure

1. Requests for travel approval must be submitted to the authorizing party in advance of booking travel. The authorizing party will review the form to ensure all estimated travel expenditures are provided, are allowed by this policy, and are within available budget. The Finance Department will preaudit travel requests.
2. Per Diem and Expense Reimbursement Forms must be submitted to the Finance Department for processing no later than 7 business days prior to travel. Forms received less than 7 days prior will not be processed for payment prior to travel. Only those expenses allowed by this policy will be paid for by the town.
3. All expenditures related to each travel event should be included on the Per Diem and Expense Reimbursement Form. This includes deposits or other costs incurred in advance on a Town Purchasing Card.

## **Section 7. Reimbursable Expenses Guidelines**

### A. Personal Vehicles

The town prefers that personal vehicles be used only if a town vehicle is not available, not applicable, or not economical and practical. Use of a personal vehicle, when a town vehicle is available, must be approved in advance by the department head on the Travel Approval Form. Employees who choose to use a personal vehicle when a town vehicle is available, applicable, or economical and practical, will be reimbursed at one half of the current IRS standard mileage rate. If a town vehicle is not available, the requesting party may use a personal automobile and be reimbursed at the current IRS standard mileage rate. The IRS standard business mileage rate is updated annually at [www.irs.gov](http://www.irs.gov). Mileage is calculated from your primary work location e.g.,

Last updated: \_\_\_\_\_



Town Hall, Finance Ops, WTP. If more than one employee is attending the same event, carpooling is encouraged even if a personal vehicle is being used, unless the authorizing party determines that it is not economical or practical. When a group of employees or officials are traveling together in the same vehicle to the same destination, only one traveler will receive reimbursement.

No reimbursement will be made for expenses incurred in making repairs or towing a personal vehicle.

#### B. Town Vehicles

Town vehicles should be used whenever possible for any authorized travel. The requesting party must obey all laws of the jurisdiction in which the automobile is being operated. The town will not reimburse any expenditures related to any law enforcement fines or fees incurred traveling on town business. The town vehicle will be used for town business and activities only. Non-town employees will not be allowed to ride in town vehicles. A town purchasing card may not be used unless there is an emergency. In the event the town vehicle breaks down and repairs are required or a rental car is required to complete the authorized travel, the town purchasing card is permissible to use. The employee's immediate supervisor shall be notified at the earliest possible time. In the event a purchasing card was not distributed to the employee, reimbursement will be made for repairs, gasoline, oil, parking, toll fees, and other unavoidable expenses of the town vehicle. A paid receipt must be included to support all reimbursement requests. Fuel for town vehicles should be purchased with the town fleet fuel card. Any employee or official operating a town vehicle should use the same care that a sensible person would use if operating his or her own personal vehicle. It is recommended that the employee attending training/conference or one employee from the group attending training requests a temporary purchase card from the Finance department prior to traveling to the training/conference.

#### C. Rental Vehicles

A rental vehicle may be used when it is determined that no other transportation is cost effective, practical, or possible. A rental vehicle will be used for town business and activities only. Use of a rental vehicle must be approved in advance on the Travel Approval Form. Additional vehicle rental expenses incurred while on town business may also be reimbursed upon completion of the trip with the proper documentation on a supplemental Per Diem and Expense Reimbursement Form. Town employees and officials are covered under town insurance when renting a vehicle. Additional insurance is not needed and will not be reimbursed.

#### D. Airfare

Generally, the lowest priced coach class airfare should be purchased. Other classes may be approved if additional documentation is provided detailing better rate, lack of availability, or necessity because of disability or other special need.

Air travel should be paid for with a Town Purchasing Card. Airfare purchased with personal funds will not be reimbursed until after travel is completed and documentation of payment is provided. Airfare purchased with "miles" or "points" will not be reimbursed.

One checked bag is approved per town-authorized traveler unless excess fees are due to a valid business purpose.

Travel to the airport is reimbursable and should be the most practical and economical method available. Personal vehicle travel to the airport will be reimbursed at the IRS standard business mileage rate at the time plus parking.

If parking at the airport, only the economy lots are approved for reimbursement.

#### E. Other Transportation

All necessary air, bus, taxi, train, or similar transportation must be obtained at the most cost-effective rate available for the economic benefit of the town. Reimbursements will be made for actual costs that are incurred and receipt supported with the completion of a supplemental Per Diem and Expense Reimbursement Form.

#### F. Accommodations

The town will not pay for out-of-town accommodations for travel within a 60-mile radius of Town Hall unless approved by the Town Manager or their designee prior to travel. Lodging costs in the host city may be claimed from the night before the authorized event starts, if not practical to travel the day of the event, through the night before it ends, unless timely return transportation is not possible, thereby necessitating additional lodging costs. Employees must provide documentation as to the purpose of being away from the town for the business benefit of the town for every day that travel is being requested. Going to an event earlier than necessary or staying later than necessary will not be paid for by the town.

Accommodation costs will be reimbursed at the actual amount incurred. Reservation confirmation for accommodations must be submitted with the Per Diem and Expense Reimbursement Form in advance of travel, including reservations made with a Town Purchasing Card. Employees and officials are limited to reserving the most cost-effective accommodations that will permit the employee or official to conduct his or her town business. Special government rates should be obtained if available.

Town employees and officials are responsible for any no-show fee incurred unless an emergency or other department head approved business reason causes the cancellation. Employees should always obtain a cancellation number from the accommodation's entity to protect against no-show billings. Funds prepaid by the town, which relates to canceled arrangements, must be refunded to the town by the employee or official.

No room incidentals are to be paid for by the town or charged to a town purchasing card. Miscellaneous expenses are not considered part of a per diem reimbursement; therefore, substantiation is required. The town will require actual receipts or written certification as substantiation. Miscellaneous expenses include cab fares outside of travel to and from the event site, fax, telephone, copy charges, and other business-related expenses. Any expense not in line with this policy will be paid for by the employee. If any unauthorized travel charge is

Last updated: \_\_\_\_\_

incurred on a town purchasing card, the town may deduct the expense from the employee's next payroll check.

#### G. Meals Per Diem

Employees and officials traveling on overnight town business may receive a per diem for meals for travel according to the following schedule:

- Breakfast – Depart prior to 6:00 a.m.
- Lunch – Depart prior to 10:00 a.m. (day of departure) or return after 2:00 p.m. (day of return)
- Dinner – Return after 8:00 p.m. If stopping for dinner would cause the employee or official to return after 8:00 p.m. when the employee or official would have otherwise returned prior to 8:00 p.m., dinner will not be reimbursed.

If a meal is included as part of a registration fee for an event paid requiring overnight travel, a deduction from the per diem will be made accordingly. Breakfast included as part of the normal room rate offered to everyone does not need to be deducted from the per diem rate. Per diem rates will be provided and updated as needed on the Per Diem and Expense Reimbursement Form.

If travel is unexpectedly extended, the traveler must submit a new per diem request Per Diem and Expense Reimbursement Form for approval upon return and will be reimbursed at the per diem rate.

If an employee receives per diem for days of travel that are cancelled or otherwise do not occur, the employee must return the per diem to the town.

#### H. Other Travel Expenses

Any phone charges, unless previously authorized or fully detailed and business related, are not permissible for reimbursement.

In-room movies or entertainment that are billed to the employee's or official's room that have no relation to the legitimate nature of the business travel is the responsibility of the traveler and will not be reimbursed by the town.

Parking fees and tolls will be reimbursed with proper documentation and receipts. These expenses should be included under "Other" on the Travel Form.

Gratuities paid for luggage handling at hotels, airports, or other similar areas will be reimbursed at a reasonable and customary rate.

Tips, vending machine purchases, and other similar expenses are included in the per diem meal allowance and will not be reimbursed by the town.

Reimbursement for purchases paid by the traveler with their own funds, or their personal debit or credit card, will not be reimbursed until travel is complete.

### **Section 8. Vacation, Familial Travel, or Traveling with Other Employees and Officials**

#### A. Combining Business and Vacation

If an employee wishes to combine a town business-related trip with a personal vacation, the department head must approve the arrangement in advance on the Travel Approval Form. The town will only reimburse the portion of the trip that was for town business and activities.

The traveler must clearly detail and provide documentation of which expenses will be for the business portion of travel. The employee must specify the dates of the town business or activities and the total days of the trip in order to document work hours.

Great care must be exercised to ensure that the traveler does not, in appearance or fact, have personal gain at the expense of the town. Documentation must be provided showing the cost with and without personal travel to ensure the town does not incur additional expenses as the result of personal travel.

Any discounts received due to extended or combined travel, such as free days, discounted rates, etc., must be applied to the business portion of the travel.

It is the responsibility of the approving authority to ensure travel combining business and vacation meets all requirements of this policy.

#### B. Travel with Spouse or Family

Spouses and family members may accompany an employee or official on town business-related trips. However, the town provides reimbursement only for the employee's or official's expenses.

Spouses and family members are not allowed to travel in town vehicles.

Any additional expenses that the employee or official would not incur if traveling alone will not be reimbursed. Employees are required to put all expenses that are incurred due to spouse and family travel on a personal debit or credit card and they will be reimbursed only for their portion of the business-related costs upon return from travel. Employees must provide documentation of costs associated with single-person travel and documentation of actual costs incurred.

No purchase is to be put on the employee's town purchasing card that is over what the town would pay for a single employee traveling.

#### C. Travel with Someone from Another Organization

If an employee travels with someone from another organization in a vehicle owned by that person or his or her employer, and if he or she shares the cost of the trip, he or she can receive reimbursement for their share only if proper documentation and receipts are submitted. This method must be approved by the proper approval authority. A waiver may be required.

Employees are reminded that town insurance provides less coverage for town employees not traveling in town vehicles. More detailed information can be found in the Human Resources Department.

### **Section 9. Per Diem and Expense Reimbursement Form**

The Per Diem and Expense Reimbursement Form must be submitted to the Finance Department prior to travel regardless of the employee's intent to request per diem. All expenditures related to each travel event, including any expenditures for travel paid for in advance on a town purchasing card must be detailed and documented on a Per Diem and Expense Reimbursement Form. The employee will complete the form and attach original bills and or receipts to support the following expenditures:

- Accommodations
- Transportation Costs
- Registration Fees (a brochure, agenda or program from the event detailing all days included in the event)
- Car Rental Fees (when applicable)
- Town Vehicle Expenditures (repairs, gas, oil, parking, tolls, etc.)

Employees may submit an updated and approved Per Diem and Expense Reimbursement Form for any additional costs incurred during travel upon their return. Employees who travel with non-town employees must also provide documentation for what was paid during the business portion of the travel.

### **Section 10. Violations of Policy**

An employee submitting a falsified Travel Form knowingly will be subject to disciplinary action up to and including termination. A department head who approves a Travel Form which is known to be falsified will be subject to disciplinary action up to and including termination. If an employee receives reimbursement, or causes to be paid, an expenditure deemed unallowable under this policy, the town may deduct that amount from the employee's next paycheck, in addition to other disciplinary action.

### **Section 11. Travel Policy Revisions**

The Town Manager is authorized to make future revisions to this policy, including an adjustment to the per diem rate for meals while traveling, mileage reimbursements, and other monetary matters. It is understood that any substantive changes to the Travel Policy should only be implemented after first consulting with the Town Council.

## **ARTICLE XIII. CONFLICTS OF INTEREST AND CONFIDENTIALITY**

### **Section 1. Conflicts of Interest**

Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of The Town of Waynesville. As in all other facets of their duties, employees dealing with customers, suppliers, contractors, competitors or any person doing or seeking to do business with The Town of Waynesville are to act in the best interest of the the Town of Waynesville. Each employee shall make prompt and full disclosure in writing to their supervisor of any potential situation which may involve a conflict of interest. Such conflicts include:

- Ownership by an employee or by a member of their family of a significant interest in any outside enterprise which does or seeks to do business with or is a competitor of the Town of Waynesville.
- Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise which does or is seeking to do business with or is a competitor of the the Town of Waynesville. Exceptions to this can be approved by the Town Manager of the Town of Waynesville.
- Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the Town of Waynesville or its interests.
- Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of the the Town of Waynesville.

## **Section 2. Confidential Information**

The revelation or use of any confidential product information, data on decisions, plans, or any other information which might be contrary to the interest of the town without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information, particularly personnel information, is strictly prohibited and will subject an employee to discipline up to and including immediate discharge.

## **Section 3. Compliance**

Any violation of this policy will subject the employee to disciplinary action or immediate discharge. Any Town of Waynesville employee having knowledge of any violation of this policy shall promptly report such violation to the appropriate level of management. Each supervisor and leadership team member of the Town of Waynesville is responsible for compliance in their area of responsibility. When questions arise concerning any aspect of this policy, contact the Human Resources Director or the Town Manager.

# **ARTICLE XIV. SOCIAL FUNCTION POLICY**

## **Section 1. Purpose of the Policy**

The Town of Waynesville recognizes that employees may wish to arrange social functions on Town premises during regular business hours to celebrate special events and other special occasions. This policy sets out parameters and procedures for such events. Nothing in this policy

Last updated: \_\_\_\_\_

should be read to limit the rights of employees under federal, state, or local labor and employment laws. Further, the Town of Waynesville reserves its right to maintain and enforce valid no-solicitation and no-distribution rules consistent with federal labor laws.

Social events held on Town premises and during regular business hours are to be limited to:

- Special occasions only. For the purposes of this policy, special occasions are birthdays, baby showers, retirement receptions, recognition events for profession designated weeks (i.e. XYZ Week), and up to two (2) luncheons for department staff annually.
- Departmental birthday events should be held within the departmental area or off Town premises during regular morning break or lunch break times. Such organized birthday events should be limited to the normal time allowed for breaks or lunch and should not utilize any Town of Waynesville funds.
- No event should result in a reduction or disruption in customer service in any department or function.
- Town of Waynesville funds will not be available for use for functions with the exception of the Town of Waynesville Annual Holiday Party and up to two (2) annual meals per department.
- Invitations to other departments are not required for all events; however, department directors are encouraged to include the elected officials as part of their celebrations, when appropriate.
- Any event utilizing Town of Waynesville funds will be open to any Town employee without exception if consumables (food/snacks) are available.
- Functions that last greater than the normal lunch break time (one hour) require advance approval from the Town Manager.
- The department director and/or staff for the area holding any event that is discovered to be in direct contradiction of this policy will be subject to paying the Town of Waynesville back for those event costs paid with Town funds.
- Town of Waynesville funds may be utilized related to official duties, if they are found to be eligible for reimbursement in accordance with the Travel and Training policies, if reasonable and supported by receipts. This does not include meals between co-workers unless attending a travel and training event.
- The Finance Director and/or Town Manager have the right to request additional documentation related to any receipt where Town of Waynesville funds have been expended.

## **ARTICLE XV. GLOSSARY**

### **GLOSSARY OF TERMS**

Affordable Care Act - The Patient Protection and Affordable Care Act (PPACA) – also known as the Affordable Care Act or ACA, is the landmark health reform legislation passed by the

111th Congress and signed into law in March 2010. It is intended to extend coverage to millions of uninsured Americans, to implement measures that will lower health care costs and improve system efficiency, and to eliminate industry practices that include rescission and denial of coverage due to pre-existing conditions.

Americans with Disabilities Act (ADA) – gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.

COBRA – (Consolidated Omnibus Reconciliation Act) A health insurance plan which allows an employee who leaves a company to continue to be covered under the company's health plan, for a certain time period and under certain conditions. The system is designed to prevent employees who are between jobs from experiencing a lapse in coverage.

Designee - An employee who has been designated to make decisions or conduct business on behalf of another employee.

Eligible Dependent - An eligible person, other than the member (generally a spouse or child), who has health care benefits under the member's policy.

Exempt Employee - An employee who is not subject to the provisions of the Fair Labor Standards Act.

Fair Labor Standards Act (FLSA) - is a federal labor law of general and nationwide application, including Overtime, Minimum Wages, Child Labor Protections, and the Equal Pay Act.

Family Medical Leave Act (FMLA) – is a federal program that entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. (see FMLA)

Full-Time employee - An employee who is regularly scheduled to work the standard number of work hours per week, who has successfully completed the probationary period, and is budgeted

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for at least 12 months.

Grievance - A claim or complaint by an employee based upon: (a) an event or term or condition which affects the circumstances under which an employee works, including employment practices, policies or programs or benefits; (b) involuntary termination of employment; or (c) any allegedly illegal discrimination by the Town.

HIPAA – Health Insurance Portability and Accountability Act of 1996

Law Enforcement Officers Retirement System (LEORS) – provides retirement benefits to law enforcement personnel through a program established by North Carolina.

Local Governmental Employees' Retirement System (LGERS) - provides retirement benefits to employees of cities, towns, counties, boards, commissions, and other entities of local government in North Carolina.

Permanent Position- A position authorized for the budget year for a full twelve months and budgeted for twenty or more hours per week. All positions are subject to budget review and approval each year by the Board of Aldermen. All employees' work and conduct must meet Town standards, therefore, reference to "permanent" positions or employment should not be construed as a contract or right to perpetual funding or employment.

Probationary Period - A working test period of six months, extendable for an additional six months, for all new employees except law enforcement which are subject to a 12-month probationary period. Wastewater and Water Operations apprenticeship employees may be subjected to a probationary period of 12 months, but not to exceed 12 months contingent upon operator licensure by the state.

Retiree - an individual who leaves the Town of Waynesville's employ at the conclusion of a minimum of ten (10) years of benefits-eligible service and for whom benefits are available until Medicare eligible at age 65 or through disability at an earlier age.

Spouse – a legally valid, existing marriage between persons of the opposite sex; or a person of the same sex with whom you have entered into a marriage that has been recognized under applicable state law.

Temporary/Seasonal Employee - An employee regularly scheduled to work the standard

number of hours per week but for a limited period. Temporary/seasonal employees are not entitled to employee benefits or any type of leave, unless specifically indicated.

Trainee - An employee's status when the applicant hired (or employee promoted) does not meet all of the requirements for the position. During the duration of the trainee appointment, the employee is on probationary status.

DRAFT

**ARTICLE XVI.      EMPLOYEE ACKNOWLEDGMENT AND RECEIPT**

**PERSONNEL POLICY MANUAL/**

**EMPLOYEE HANDBOOK**

**ACKNOWLEDGMENT AND RECEIPT**

I hereby acknowledge receipt of the Personnel Policy Manual/Employee Handbook of Town of Waynesville. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the personnel policy manual and all other written and oral materials provided to me are intended for informational purposes only. Neither it, Town practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal and change by the Town Board any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the Town to employ me now or hereafter and that my employment may be terminated by me or the Town without reason at any time. I understand that no representative of the Town has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the Town Manager may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Town Manager.

---

Employee's Name in Print

---

Signature of Employee

---

Date Signed by Employee

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

## APPENDIX A. LIST OF CERTIFICATION OPPORTUNITIES BY DEPARTMENT

### Public Works

Division	Job/Class Title	Certification	Certifying Agency	Description-1
Electrical Distribution	Groundsman	Basic Lineworker School	Electricities	Basic Lineworker School
Electrical Distribution	Electric Line Technician- 1	Powerline Technician I	Electricities	Overhead Career Development
Electrical Distribution	Electric Line Technician- 2	Powerline Technician II & Traffic Signal Fundamentals	Electricities	<a href="#">Traffic Signals</a>
Electrical Distribution	Electric Line Technician- 3	Powerline Technician III & Traffic Signal Inspections	Electricities	<a href="#">Traffic Signals</a>
Electrical Distribution	Electric Line Technician- 3	Journeyman (Level IV)	Electricities	Overhead Career Development
Electrical Distribution	Assistant Electric Supervisor	Journeyman Card (4-levels)	Electricities	<a href="#">Electricities</a> <a href="#">Apprentice</a> <a href="#">Lineworker</a>
Electrical Distribution	Electrical Superintendent	Substation Tech. (4-Levels)	Electricities	Sub Station Career Development
Fleet Maintenance	Fleet Technician	Automotive Systems Technology – Basic	HCC	<a href="#">Automotive Systems Technology – Basic</a>
Fleet Maintenance	Equipment Mechanic	Mobile Equipment & Repair certificate	HCC	<a href="#">Automotive Systems Technology</a>
Fleet Maintenance	Fleet Supervisor	Certified Public Fleet Professional	APWA	<a href="#">CPFP</a>
Water Treatment	Treatment Plant Operator	Water Treatment Facility Operator-Grade C (Surface)	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Treatment	Advanced Treatment Plant Operator	Water Treatment Facility Operator-Grade B (Surface)	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Treatment	Senior Plant Operator	Water Treatment Facility Operator-Grade A & Physical Chemical-Grade I	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Treatment	Treatment Plant Superintendent	Water Treatment Facility ORC-Grade A & Physical Chemical-Grade I	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Distribution	Maintenance Technician	Water Distribution Operator-Grade D	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Distribution	Maintenance Technician	Water Distribution Operator-Grade C	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Distribution	Utility Maintenance Specialist	Water Distribution Operator-Grade C	NCWTFOCB	<a href="#">NC Rural Water Association</a>

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Water Distribution	Equipment Operator	Water Distribution Operator-Grade B	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Distribution	Water Maintenance Crew Leader	Water Distribution Operator-Grade A	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Distribution	Pump Maintenance Mechanic	Cross Connection/Backflow & Grade A	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Water Distribution	Water Distribution Superintendent	Water Distribution ORC-Grade A & Cross Connection	NCWTFOCB	<a href="#">NC Rural Water Association</a>
Wastewater Treatment	Pump Maintenance Mechanic	Gorman & Rupp/Instrumentation/SCADA	WPCSOCC	
Wastewater Treatment	Senior Pump Mechanic	Gorman & Rupp/Instrumentation/SCADA	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade I	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade II	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade III	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade IV	WPCSOCC	
Wastewater Treatment	Chief Treatment Plant Operator	Biological Wastewater ORC-Grade IV	WPCSOCC	
Wastewater Treatment	Treatment Plant Superintendent	Biological Wastewater ORC-Grade IV	WPCSOCC	
Wastewater Collections	Maintenance Technician	Wastewater Collection System Operator-Grade-I	WPCSOCC	
Wastewater Collections	Utility Maintenance Specialist	Wastewater Collection System Operator-Grade-II	WPCSOCC	
Wastewater Collections	Equipment Operator	Wastewater Collection System Operator-Grade-III	WPCSOCC	
Wastewater Collections	Water Maintenance Crew Leader	Wastewater Collection System Operator-Grade-IV	WPCSOCC	
Wastewater Collections	Water Distribution Superintendent	Wastewater Collection System ORC-Grade-IV	WPCSOCC	
Water/Wastewater	Utility Locator	TBD		
Asset Services	Cemetery Crew Leader	Public Pesticides Operator	NCDA&CS	
Asset Services	Horticultural Specialist	Public Pesticides Operator	NCDA&CS	
Asset Services	Public Facilities Maintenance Technician	Facilities & Grounds Management Certificate	APWA	
Asset Services	Public Facilities Manager (Future)	Facilities & Grounds Management Certificate	APWA	<a href="#">Facilities and Grounds Management</a>

Streets	Streets&Sanitation Crew Leader	Winter Maintenance Operator	APWA	<a href="#">Winter Weather Operator</a>
Streets	Streets&Sanitation Crew Leader	Winter Maintenance Operator	APWA	<a href="#">Winter Weather Operator</a>
Streets	Streets&Sanitation Crew Leader	Winter Maintenance Operator	APWA	<a href="#">Winter Weather Operator</a>
Solid Waste	Solid Waste Supervisor-New	Compost Facility Operator- Small/Large Type 1	NCDEQ	<a href="#">Compost, Research and Education</a>
Stormwater	Crew Leader-New	Stormwater Inspector & Maintenance Certification	NCSU	<a href="#">Storm Water Certification</a>
Stormwater	Equipment Operator-New	Stormwater Inspector & Maintenance Certification	NCSU	<a href="#">Storm Water Certification</a>
Streets	Streets & Sanitation Superintendent	Master Road Scholar & Winter Maintenance Supervisor& Managing MSW Collection Systems	NCSU LTAP & APWA	<a href="#">NSCU Road Scholar</a>
Admin	Deputy Director	Public Works Manager	UGA CVIOG/A PWA	<a href="#">CPWM UGA CVIOG</a>
Admin	Assistant Director	Public Works Manager	UGA CVIOG/A PWA	<a href="#">CPWM UGA CVIOG</a>
All Supervisors	All Supervisors	Public Works Supervisor	UW- Madison LTAP	<a href="#">Public Works Supervisor Academy</a>

## Finance and Purchasing

Local Government Finance Officer

Associate's Degree (relevant)

Bachelor's Degree (relevant)

Master's Degree (relevant)

CLGPO

NC Tax Collectors Association – Collector

CLPGO – Budget

## Parks & Recreation

National Level Certifications:

Certified Parks & Recreation Professional – CPRP

Certified Playground Safety Inspector – CPSI

Last updated: \_\_\_\_\_

Certified Parks & Recreation Executive – CPRE

Aquatic Facility Operator – AFO

Degrees of Higher Education:

Associate’s Degree (relevant)

Bachelors Degree (relevant)

Master’s Degree (relevant)

**Development Services**

Planning

Certified Zoning Official

Certified Floodplain Manager

AICP Certification

Stormwater Control Measure Inspection and Maintenance Certification

OSHA Certification Part I

OSHA Certification Part II

ICS – Incident Command

Building Inspections

Building Level I

Building Level II

Building Level III

Electrical Level I

Electrical Level II

Electrical Level III

Mechanical Level I

Mechanical Level II

Mechanical Level III

Plumbing Level I

Plumbing Level II

Plumbing Level III

Fire Level I

Fire Level II

Fire Level III

General Contractor License

Electrical Contractor License

Plumbing Contractor License

Mechanical Contractor License

Fuel Gas Piping License

**Administration**

Municipal Clerks Certification

Master Municipal Clerks Certification

Associate's Degree (relevant)

Bachelors Degree (relevant)

Master's Degree (relevant)

Public Information Officer Certification

Main Street Vitalization Professional

Human Resources

Associate's Degree (relevant)

Bachelors Degree (relevant)

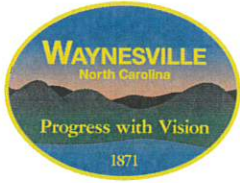
Master's Degree (relevant)

Society for Human Resource Management CP and/or SCP

Public Sector HR Association CP and/or SCP

PHR





# TOWN OF WAYNESVILLE

129 Legion Drive

Waynesville, North Carolina

## Public Works Department

**Subject:** Appreciation for HR Leadership in Updating Personnel Policy

Page,

I want to take a moment to commend the impressive work you and Brittany did with the updating of the personnel policy. I appreciated the collaborative, engaging, and inclusive approach.

Your professionalism and thorough research were evident from the start, as you ensured that all meetings were well-informed and productive. I recognized that before engaging with department heads, you conducted comprehensive research, providing a solid foundation for meaningful discussions. Rather than simply presenting changes, you welcomed and encouraged feedback—not just from department heads but from all levels of employees across the organization. This approach ensured that the final policy reflects the needs and perspectives of the entire workforce.

This level of inclusivity and engagement demonstrates commitment to fostering a workplace that values transparency, fairness, and collaboration. These efforts will not only strengthen our policies, I am confident that it will reinforce a culture where employee voices matter.

I recognize and appreciate your dedication to this process and for setting a high standard for teamwork and professionalism.

Best regards,

Ricky Bourne

Director of Public Works

Town of Waynesville

# Town Policy



Chief David Adams  
To **Mayor & Town Council**; Page McCurry

Reply

Reply All

Forward

Start your reply all with:

Thank you for your kind words.

Thank you for your feedback.

Thank you!

Feedback

Mayor Caldwell & Council,

I want to recognize the hard work that Page & Brittany put into updating the Town’s policy manual. They were diligent and involved all of the Town Departments with decision making.

I support the changes made to improve our policies and benefits. Again, I want to acknowledge the dedicated work shared by our Resources.

Sincerely,  
David Adams

Get [Outlook for iOS](#)

in their efforts

own by Human



# Waynesville Fire Department

1022 N Main Street Waynesville 28786

Waynesville Town Council  
9 S Main Street  
Waynesville, NC 28786

Subject: Updated Personnel Policy

Dear Mayor and Council Members,

As Interim Fire Chief, I support the proposed revised Personnel Policy. Our Human Resources staff has facilitated meetings with Department Heads, considered our input, and drafted an updated policy. I appreciate their efforts to update personnel policy and help move the Town forward. Please feel free to contact me with any questions. Thank you for your consideration.

Respectfully,

Chris Mehaffey, MPA  
Interim Fire Chief



## TOWN OF WAYNESVILLE

PO Box 100  
9 South Main Street  
Waynesville, NC 28786  
Phone (828) 456-8647 • Fax (828) 452-1492  
[www.waynesvillenc.gov](http://www.waynesvillenc.gov)

March 3, 2025

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

Dear Page,

By way of this letter I am confirming my support for the updates to the Town of Waynesville Personnel Policy. I appreciate your work to include the Department Heads in the updates and for the opportunity for us to meet with you and discuss various changes.

Thank you for your good work and please let me know if I may be of further assistance or if you have additional questions.

Sincerely,

Elizabeth Teague, AICP, CTP  
Development Services Director

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



Robert W. Hites Jr., Town Manager  
Martha Bradley, Town Attorney

March 6, 2025

**Re: Personnel Policy Support**

To whom it may concern:

After reviewing the updates to the personnel policy with our Human Resources department alongside fellow leadership, I am writing to support the revisions made to the personnel policy. This document will provide much clearer guidance on how our organization is structured and what procedures to follow. In my opinion, the revisions made are long overdue and will make for a more organized structure within the Town of Waynesville organization.

Sincerely,

Ian Barrett, Finance Director



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



Robert W. Hites Jr., Town Manager  
Martha Bradley, Town Attorney

Mayor and Town Council,

Without tiring you with the details of the many gaps found in the previous Personnel Policy of the Town of Waynesville, I would like to offer the entirety of my support for this new document crafted by Ms. McCurry.

Ms. McCurry has worked, drafted, and rewritten this policy methodically for more than a year. She has requested insight and reflection from Department Heads and Staff at every turn in order to ensure this document meets all of the needs of the Town of Waynesville. Moreover, when feedback has been received by her, she accepted the criticism and adjustments in order to again rewrite those sections which needed improvement.

The best papers are never written, they are only ever rewritten, and I thank Ms. McCurry personally for all of her hard work in creating this document.

I would request the Mayor and Town Council adopt this policy for the good of the organization.

Thank you,

A handwritten signature in black ink, appearing to read "Jesse Fowler". The signature is fluid and cursive, with a large loop at the beginning.

Jesse Fowler,  
Assistant Town Manager



## MEMORANDUM

To: Mayor & Town Council  
From: Luke Kinsland, Parks & Recreation Director  
Date: March 4, 2025  
Subject: Support of New Personnel Policy

---

Dear Mayor & Town Council,

I want to express my sincere support for the new personnel policy that is being presented to you. Page and Brittany have worked tirelessly to deliver a quality policy that assists all departments within the Town. An improved policy has been needed in the Town for some time. A few things that I like about it are that it elaborates in detail certain procedures, establishes safeguards, it is in-line with Town values and employee's rights, and answers many questions that employees might have that we, as supervisors, can point to. It is an essential tool for all employees. Our HR department has conducted feedback meetings and a thorough assessment; therefore, I am very confident in their work. I know they will also continue to update this policy as laws change throughout the state of North Carolina and federally. This personnel policy would provide what is needed as a resource for Town employees.

Sincerely,

*Luke Kinsland*

Luke Kinsland  
Parks & Recreation Director



Longevity Calculations  
Current vs Proposed Policy  
2024 Longevity Participants

	Current Policy		Proposed Policy		Difference	Current Paid	
2024	\$	37,955.00	\$	53,700.00	\$ 15,745.00	\$	44,533.79
2025	\$	42,200.00	\$	59,100.00	\$ 16,900.00	\$	49,982.52
2026	\$	45,885.00	\$	66,800.00	\$ 20,915.00	\$	54,146.00
2027	\$	50,305.00	\$	75,500.00	\$ 25,195.00	\$	59,114.28

\*Assuming all other salary calculations remain constant these are the adjustments to Longevity

Proposed Paid		Difference	
\$	62,188.77	\$	17,654.98
\$	68,442.39	\$	18,459.87
\$	77,359.58	\$	23,213.58
\$	87,434.86	\$	28,320.58

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

**SUBJECT:** Possible adoption of a Resolution in support of HB 24, a bill to strike that section of Session Law 2024-57 which restricts a local government's authority to amend density or allowable uses within their jurisdiction.

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:**  
**Department:** Development Services  
**Contact:** Elizabeth Teague  
**Presenter:** Elizabeth Teague  
Jon Feichter

**BRIEF SUMMARY:** The NC General Assembly adopted SESSION LAW 2024-57 SENATE BILL 382, entitled "AN ACT TO MAKE MODIFICATIONS TO AND PROVIDE ADDITIONAL APPROPRIATIONS FOR DISASTER RECOVERY; TO MAKE TECHNICAL, CLARIFYING, AND OTHER MODIFICATIONS TO THE CURRENT OPERATIONS APPROPRIATIONS ACT OF 2023; AND TO MAKE VARIOUS CHANGES TO THE LAW." A subsection of that legislation restricts local governments' authority as provided under 160D to conduct land use and zoning practice. Specifically, the act takes away the authority to initiate a down-zoning process to reduce density in specified areas, or to reduce "the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage."

This Resolution is in support of a new Statewide Bill introduced as HB 24, which would strike only this portion of the Act, in order to restore local government land use authority.

**MOTIONS FOR CONSIDERATION:**

1. Motion to adopt the attached Resolution.

**FUNDING SOURCE/IMPACT:**

N/A

**ATTACHMENTS:**

1. Proposed resolution
2. Excerpt from NCGS Subpart III-K, Section 3K.1 of State Law 2024-57
3. Proposed House Bill 24

**RESOLUTION #: R-4-25**

**TOWN OF WAYNESVILLE**

**A RESOLUTION IN SUPPORT OF HB24**

**AN ACT TO RESTORE THE AUTHORITY FOR LOCAL GOVERNMENTS TO INITIATE DOWNZONING**

**WHEREAS**, the North Carolina General Assembly will be considering House Bill 24, which provides for Section 3K.1 of State Law 2024-57 to be repealed; and

**WHEREAS**, provisions within this legislation would be supportive of local municipal governments to make their own zoning decisions based on the will of the voters that elected them;

**WHEREAS**, Session Law 2024-57 “AN ACT TO MAKE MODIFICATIONS TO AND PROVIDE ADDITIONAL APPROPRIATIONS FOR DISASTER RECOVERIES; TO MAKE TECHNICAL, CLARIFYING, AND OTHER MODIFICATIONS TO THE CURRENT OPERATIONS APPROPRIATIONS ACT OF 2023; AND TO MAKE VARIOUS CHANGES TO THE LAW”, became law on the 11<sup>th</sup> of December 2024, notwithstanding the objections of the Governor; and

**WHEREAS**, Subpart III-K, Section 3K.1 of State Law 2024-57 reads “NO LOCAL GOVERNMENT INITIATED DOWNZONING WITHOUT CONSENT OF THE AFFECTED PROPERTY OWNER”; and

**WHEREAS**, the passage of Session Law 2024-57 will severely affect the Town’s authority to adopt zoning text amendments and regulations related to zoning districts, to carry out the Town’s adopted Comprehensive Plan, and to promote the preservation of agricultural and flood prone areas; and

**WHEREAS**, all North Carolina local governments continue to face challenges presented by growth and development. Each local government’s zoning authority has historically provided a means to balance those challenges with the needs of the community based upon the will of the citizens as determined through elections. The downzoning provisions of SL 2024-57 effectively freeze local government zoning and greatly diminish the role of local government granted by the Constitution of the State of North Carolina to manage growth and change consisted with the needs of its jurisdiction

**NOW, THEREFORE, BE IT RESOLVED** that the Waynesville Town Council requests that the elected representatives for the Town of Waynesville in Haywood County who serve in the North Carolina General Assembly, secure the passage of the proposed House Bill 24 To Restore the Authority for Local Governments to Initiate Downzoning.

Adopted this the 11<sup>th</sup> day of March, 2025.

TOWN OF WAYNESVILLE

ATTEST:

\_\_\_\_\_  
J. Gary Caldwell, Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha Sharpe Bradley, Town Attorney

- d. Yield data that can be used with the Education Value-Added Assessment System (EVAAS).
- e. Comply with federal law.

**SECTION 3J.23.(c)** The State Education Assistance Authority shall designate as the nationally standardized assessments to be administered by nonpublic schools, in accordance with G.S. 115C-562.5(a)(4), the tests recommended by the Office of Learning Research at The University of North Carolina for use in third grade and eighth grade in accordance with subsection (b) of this section.

**SECTION 3J.23.(d)** Notwithstanding G.S. 115C-562.7(c), the State Education Assistance Authority shall submit the report required by G.S. 115C-562.7(c) by December 1, 2027, and annually thereafter, based on the data submitted by nonpublic schools in accordance with G.S. 115C-562.5(c)(1) beginning with the 2026-2027 school year.

## **SUBPART III-K. LOCAL GOVERNMENT**

### **NO LOCAL GOVERNMENT INITIATED DOWN-ZONING WITHOUT CONSENT OF AFFECTED PROPERTY OWNER**

**SECTION 3K.1.(a)** G.S. 160D-601(d) reads as rewritten:

"(d) Down-Zoning. – No amendment to zoning regulations or a zoning map that down-zones property shall be ~~initiated nor is it enforceable initiated, enacted, or enforced~~ without the written consent of all property owners whose property is the subject of the down-zoning amendment, ~~unless the down zoning amendment is initiated by the local government.~~ amendment. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.
- (3) By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element."

**SECTION 3K.1.(b)** If any provision of this section is declared unconstitutional or invalid by the courts, it does not affect the validity of this section as a whole or any part other than the part so declared to be unconstitutional or invalid.

**SECTION 3K.1.(c)** This section is effective when it becomes law and applies to local government ordinances adopted on or after that date and any local government ordinance enacting down-zoning of property during the 180 days prior to the date this section becomes effective. Ordinances adopted in violation of this section shall be void and unenforceable.

## **PART IV. MISCELLANEOUS PROVISIONS**

**SECTION 4.1.** Severability. – If any section or provision of this act is declared unconstitutional or invalid by the courts, it does not affect the validity of this act as a whole or any part other than the part declared to be unconstitutional or invalid.

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2025

**H.B. 24**  
**Jan 29, 2025**  
**HOUSE PRINCIPAL CLERK**

H

D

HOUSE BILL DRH10020-MQ-5

Short Title: Restore Down-Zoning Authority. (Public)

Sponsors: Representative Adams.

Referred to:

1 A BILL TO BE ENTITLED  
2 AN ACT TO RESTORE THE AUTHORITY FOR LOCAL GOVERNMENTS TO INITIATE  
3 DOWN-ZONING.  
4 The General Assembly of North Carolina enacts:  
5 **SECTION 1.** Section 3K.1 of S.L. 2024-57 is repealed.  
6 **SECTION 2.** This act is effective when it becomes law and applies retroactively to  
7 December 11, 2024. Any adopted ordinance affected by Section 3K.1 of S.L. 2024-57 shall be  
8 in effect as it was on or before December 11, 2024.



★ D R H 1 0 0 2 0 - M Q - 5 ★

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: 3-11-2025**

**SUBJECT** Approval of Engineering Firm to design repairs to Walnut Trail Bridge (Sewer Plant)

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Administration

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY** During the initial stages of the sewer plant renovation, we discovered that the bridge crossing Richland Creek providing access to the plant was unable to carry the weight of the construction equipment. The Town negotiated an easement to provide cross country access. As we move toward the end of the project we will lose day to day access across the easement. The renovated plant uses liquid sodium hypochlorite (swimming pool chlorine) which is delivered in 77,000 lb loads. The bridge is only rated to carry 40,000 lbs. In order to design repairs to storm damage and strengthen the bridge to carry loads in excess of 40,000 lbs., the staff drafted an RFQ to solicit quotes from structural engineers. We received proposals from four firms. After reviewing the proposals and interviewing the firms, we recommend the Council approve Kisinger Campo Associates (KCA). KCA is a multi-state firm that specializes in bridge design, construction and repair. They have offices in Charlotte, Winston Salem, Raleigh and Kannapolis. KCA has considerable experience strengthening both interstate and rural bridges. They currently are under contract to carry out various bridge repair projects in several NC and SC DOT divisions including Buncombe, Yancey and Madison Counties. They have inspected the bridge and have a plan of action in place.

**MOTION FOR CONSIDERATION:** Approve KCA Engineers as firm to repair and strengthen the Walnut Trail Bridge and authorize the staff to negotiate a contract.

**FUNDING SOURCE/IMPACT** Sewer

**ATTACHMENTS:** KCA Proposal

**MANAGER'S COMMENTS:** It would be best to have the bridge strengthened by the end of the waste treatment plant project. Once the engineers have estimated the cost of the repair/strengthening, we will determine what financial resources the Town has to undertake the repairs. If the bridge is beyond our fund balances, we will need to resort to financing the project. We have applied for several grants and reached out to our Federal and State legislative delegations for grants but have not been successful to date.



## Request for Qualifications (RFQ):

Engineering Analysis and Design to Mitigate  
Storm Damage and Strengthen the Bridge  
*[NC-209 and Walnut Street]*

**Jacob Duke, PE, CBI, and Project Manager (PM)**

2137 South Boulevard, Suite 200  
Charlotte, 28203-5189

O: 980.327.1300 | M: 704.322.7818  
[jduke@kcaeng.com](mailto:jduke@kcaeng.com)

**WAYNESVILLE**  
North Carolina

Progress with Vision

1871

[kisingercampo.com](http://kisingercampo.com)

1/24/2025



**RFQ: Engineering Analysis and Design to Mitigate Storm Damage and Strengthen the Bridge at NC 209 and Walnut Street  
Waynesville, NC**



January 24, 2025

Town of Waynesville  
ATTN: Sebrina Love, Purchasing Supervisor  
1269 Legion Drive, Waynesville, N 28786

Kisinger Campo & Associates, Corp. (KCA)  
2137 South Boulevard, Suite 200, Charlotte, NC 28203-5189

Jacob Duke, PE, CBI, Project Manager  
M: 704.322.7818 | O: 980.327.1300  
[jduke@kcaeng.com](mailto:jduke@kcaeng.com)

**Re: RFQ for Engineering Analysis and Design to Mitigate Storm Damage and Strengthen the Bridge Located at NC-209 and Walnut Street, Waynesville, NC**

Mr. Hites and Selection Committee Members:

**Kisinger Campo and Associates, Corp. (KCA)** is interested in selection as the Town of Waynesville's preferred engineer for assessing and designing repairs for the bridge carrying Walnut Trail over Richland Creek (Bridge No. 430456).

Our team has extensive experience in all facets of engineering related to the proposed work. We have researched the project, reviewed the RFQ, and visited the site to increase our understanding of the proposed work. KCA is committed to helping our clients achieve successful project outcomes. To this end, we propose an experienced Project Manager (PM) **Jacob Duke, PE, CBI** (NC PE 043777), as well as seasoned staff for each key area of this contract. Our staff will remain committed to this project throughout the life of the contract.

We welcome the opportunity to show the Town the experience and responsiveness of our staff, the creativity of solutions, and the quality of our work.

We believe the technical qualifications of our firm are uniquely suited to this contract. KCA looks forward to working with the Town, and we respectfully submit our qualifications for your consideration. As an officer of KCA, I certify that all information in this statement of qualifications is true and correct, and that our statements are subject to both applicable laws as well as the NC Board of Engineers Code of Ethics (21 NCAC 56.0702).

Sincerely,

Samuel L. Cullum, PE | Vice President (NC PE 043571)

### Key Qualifications

- **Direct Applicable Experience.** KCA has recently worked on dozens of bridges like the subject bridge in western NC and upstate SC in the last 5 years. We are familiar with working in this region.
- **Proven Performance.** KCA is an industry leader in bridge repair, which is evidenced by our repeat selections and high-quality scores from our clients.
- **Available Team.** Due to the storms in western NC in fall 2024, our major NCDOT bridge repair projects are on hold until the end of 2025, and our team is ready to efficiently complete this project.





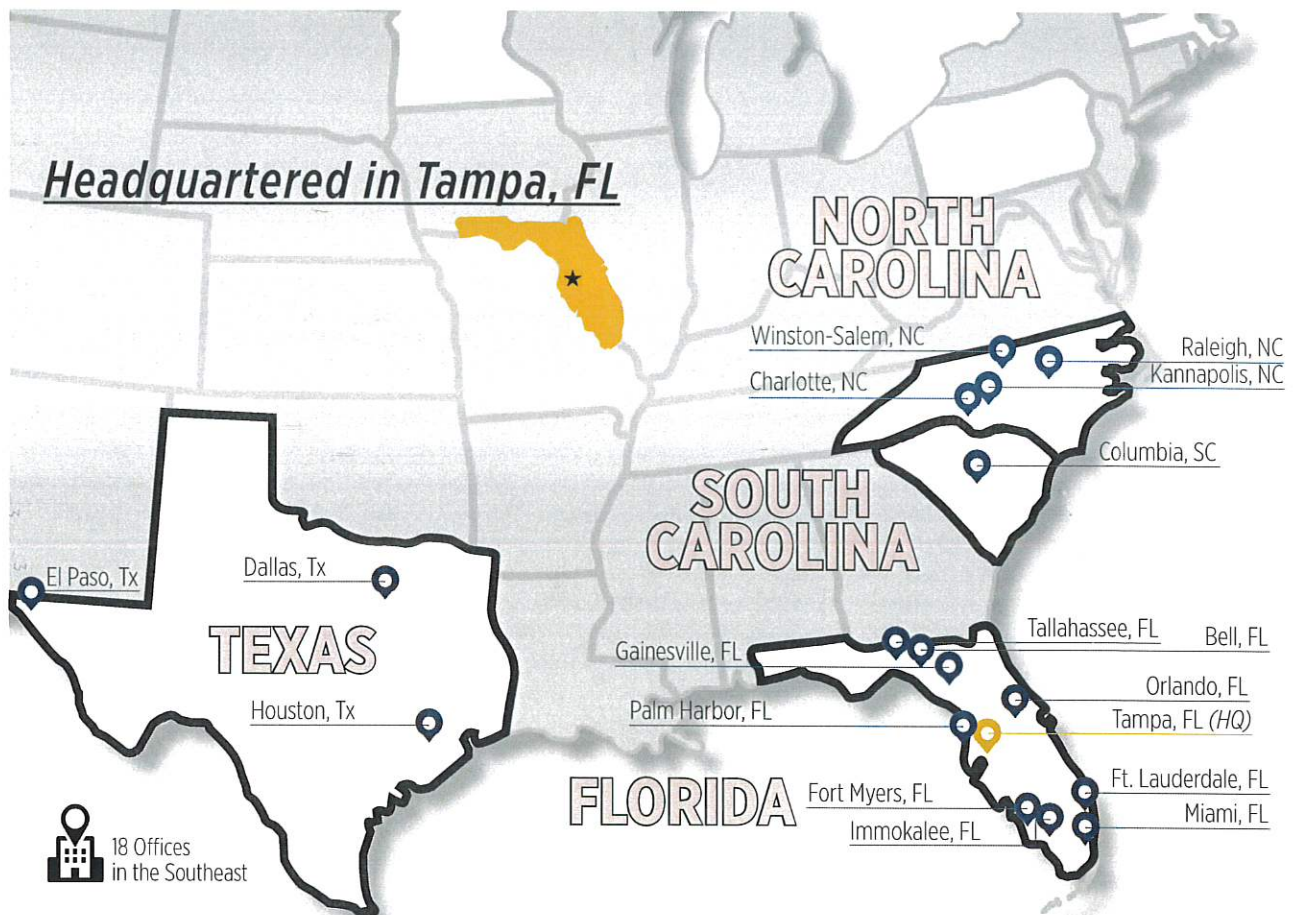
## FIRM INFORMATION



KCA is a southeastern engineering consultant with a work history with North Carolina Department of Transportation (NCDOT), South Carolina Department of Transportation (SCDOT), Texas Department of Transportation (TxDOT), and many local municipalities throughout the Carolinas. Our firm was founded in 1976 and has grown to nearly 375 employees, including 98 Professional Engineers (PEs). KCA is consistently listed among *Engineering News-Record's (ENR) Top 500* Engineering Firms nationwide. KCA has expertise in structures design and repair, roadway/highway design, hydraulics/hydrological design, project planning, traffic engineering/design, signalization, signing and pavement marking (S&PM), civil/site engineering, environmental/permitting, construction engineering and inspection (CEI), bridge inspection, and work zone traffic control (WZTC).

## LITIGATION HISTORY

KCA has no litigation history related to design work in the Carolinas. A company-wide summary is included below in this letter.





# Similar Firm Experience

## S-246-22, STATEWIDE PREVENTATIVE MAINTENANCE, SCDOT BRIDGE MAINTENANCE

### KEY PROJECT TEAM MEMBERS

- Sam Cullum, PE | PM
- Diego Aguirre, Ph.D., PE | Deputy PM
- Jacob Duke, PE, CBI
- Laura Sutton, PE, CPM
- Scott Betz, PE, CBI, CPI
- Rob Hanson, PE, CPM
- Darren Brandes, PE
- Fidel Flores, EI, CBI



KCA is currently working on a contract with 17 tasks for 34 bridges with the SCDOT Bridge Maintenance Office. Seven of the bridges are on interstate routes. Scope of work types include bearing replacements, crutch bents, deck overlays, concrete repairs, joint replacement, pile repairs, steel beam repairs, scour remediation, slope repairs, superstructure strengthening, and girder and bearing repair. This project has allowed KCA to become more knowledgeable of SCDOT practices. Work has included coordination with Bridge Maintenance, District Engineers, Traffic Control, and the subconsultant team. Many of these projects are in mountainous regions of South Carolina's upstate with similar geology to Waynesville. **KCA received a client score of 9.9 out of 10.0 on our most recent Quarterly Contract Evaluation.**

■ **Reference:** Joe Winfield, PE, 803.737.2395, winfieldje@scdot.org

■ **DBE Goal:** 3% | **DBE Utilization:** 5.8%



KCA is currently providing repairs in Spartanburg County similar to Waynesville's Bridge at NC 209 project

## I-26 BRIDGE REPAIRS OVER US 1, SOUTHERN RAILROAD, AND SC 302 (AIRPORT ROAD), SCDOT, LEXINGTON COUNTY, SC

### KEY PROJECT TEAM MEMBERS

- Sam Cullum, PE | PM
- Jacob Duke, PE, CBI
- Laura Sutton, PE, CPM
- Scott Betz, PE, CBI, CPI
- Diego Aguirre, Ph.D., PE
- Rob Hanson, PE, CPM
- Fidel Flores, EI, CBI

KCA was selected by SCDOT's Midlands Regional Production Group to provide full-service deliverables to rehabilitate the bridges carrying I-26 at 3 locations in West Columbia, SC (just south of the Carolina Crossroads project). The project design is being split into two phases, with the first phase consisting of detailed field visits to help establish the rehabilitation scope of work and needed surveys. The second phase will consist of developing project plans, public involvement, and ancillary services such as utility coordination, rail, and R/W certification. Project work is anticipated to include structure repair, TTC plans, hydraulics and hydrology, permits, and minimal roadway design. Structure repair work will include joint and header replacement, bearing replacement, bridge jacking, steel beam end repairs, concrete repairs, steel bridge painting, slope repairs and other repairs as determined in the field. The team is currently negotiating Phase 1.

■ **Reference:** Joey McIntyre, PE, 803.737.1842, McIntyreJD@scdot.org

■ **DBE Goal:** 10% | **DBE Utilization:** 49% (based on Phase 1 most recent fees)



## BRIDGE DESIGN AND BRIDGE MAINTENANCE PROJECTS, NCDOT SMU

### KEY PROJECT TEAM MEMBERS

- Sam Cullum, PE | PM
- Jacob Duke, PE, CBI
- Laura Sutton, PE, CPM
- Scott Betz, PE, CBI, CPI
- Diego Aguirre, Ph.D., PE
- Rob Hanson, PE, CPM
- Fidel Flores, EI, CBI

KCA has been selected to perform design and project management for numerous bridge replacement projects for NCDOT since 2015. While the managing entity varies, tasks typically include all aspects of design such as roadway, hydraulics, bridge survey report, structures, TTC, S&PM, and the development of environmental documents and permit drawings. KCA is in the preliminary phases of design for 11 additional bridge replacement designs for Division 13 (1 bridge), Division 12 (4 bridges), Division 11 (4 bridges), Division 1 (1 bridge), Division 2 (1 bridge) with NCDOT. The table below highlights specific bridge design and repair projects.

- **References:** Tim Sherrill, PE, 919.707.6423, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov)  
Michael Aman, PE, 252.439.2812, [mcaman@ncdot.gov](mailto:mcaman@ncdot.gov)  
Tierre Peterson, PE, 919.707.6477, [trpeterson@ncdot.gov](mailto:trpeterson@ncdot.gov)

KCA was re-selected by NCDOT for this contract multiple times, completing **100 TWOs**, many of which were bridge repairs/rehabilitations.

For a Task Work Order in Iredell and Catawba Counties, KCA was tasked with providing **repair designs for 14 structures on I-40**.

Contract No.	Div.	County	Description
15402.10258	2	Craven	Emergency Repairs to Bridge Approach
2BPR.10741	2	Pitt	Bridge Deck and Approach Slab Repairs
15801.1027	1	Currituck	Scour Repairs for Wind Tide Scour Critical Piers
15BPR.42	2	Beaufort	Deck/Substructure Repairs, Barrier Rail, and Signal Retrofit
15BPR.24	3	Brunswick	Holden Beach CP, Substructure, Bearing Replacements, Overlay, Barrier Retrofits
15BPR.25	3	Brunswick	Ocean Isle CP, Substructure, Bearings, Overlay, Barrier retrofits
15BPR.16	3	Brunswick	Oak Island Beam Replacement, CP, Substructure, Bearings, Overlay, Barrier Retrofits
I-5939	6	Robeson	12 Bridges on I-95, Deck Repairs, Bearings, Expansion Joints, Substructure Repair, Approach Slabs
I-5915B	12	Iredell/Catawba	14 Bridges on I-40, Deck Repairs, Bearings, Expansion Joints, Substructure Repair, Bearing Replacement, Scour Remediation
B-5936	1	Tyrrell	Wright Memorial Bridge over Currituck Sound CP, Super/Substructure Repairs, Joints, Polyester Polymer Concrete (PPC) Overlay, Carbon Fiber-Reinforced Polymers (CFRP) Strengthening
B-5937	1	Currituck	Alligator River CFRP Substructure Strengthening at Swing Bridge Pier





## BRIDGE DESIGN AND BRIDGE MAINTENANCE PROJECTS, NCDOT SMU

### KEY PROJECT TEAM MEMBERS

- Sam Cullum, PE | PM
- Jacob Duke, PE, CBI
- Laura Sutton, PE, CPM
- Scott Betz, PE, CBI, CP1
- Diego Aguirre, Ph.D., PE
- Rob Hanson, PE, CPM
- Fidel Flores, EI, CBI

KCA has been selected to perform design and project management for numerous bridge replacement projects for NCDOT since 2015. While the managing entity varies, tasks typically include all aspects of design such as roadway, hydraulics, bridge survey report, structures, TTC, S&PM, and the development of environmental documents and permit drawings. KCA is in the preliminary phases of design for 11 additional bridge replacement designs for Division 13 (1 bridge), Division 12 (4 bridges), Division 11 (4 bridges), Division 1 (1 bridge), Division 2 (1 bridge) with NCDOT. The table below highlights specific bridge design and repair projects.

- **References:** Tim Sherrill, PE, 919.707.6423, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov)  
Michael Aman, PE, 252.439.2812, [mcaman@ncdot.gov](mailto:mcaman@ncdot.gov)  
Tierre Peterson, PE, 919.707.6477, [trpeterson@ncdot.gov](mailto:trpeterson@ncdot.gov)

## BP13-R051 AND BP13-R050 NCDOT

### KEY PROJECT TEAM MEMBERS

- Jacob Duke, PE, CBI
- Scott Betz, PE, CBI, CP1
- Diego Aguirre, Ph.D., PE



KCA recently completed the bridge preservation work on five (5) bridges in Madison, Yancey and Buncombe County, NC. Work included deck surface overlays, bearing replacement and jacking, scour countermeasures and steel beam repair/strengthening. KCA worked closely with the local NCDOT bridge maintenance team to design repairs that minimized disruption to traffic while repairs were implemented.

- **Reference:** Tim Sherrill, PE, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov), 919.707.6423
- **Dates:** January – August 2024

## 15BPR.149.1, NCDOT

### KEY PROJECT TEAM MEMBERS

- Jacob Duke, PE, CBI
- Scott Betz, PE, CBI, CP1
- Diego Aguirre, Ph.D., PE



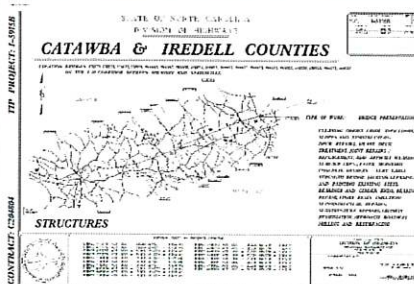
Our preservation team has completed the scoping and design documents for a single bridge in Wilkes County, NC over Warrier Creek. Work included joint replacement concrete repairs, painting structural steel, jacking and replacing bearings and well as structural steel repairs/strengthening.

- **Reference:** Tim Sherrill, PE, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov), 919.707.6423
- **Dates:** August 2024 – December 2025

## I-5915B, NCDOT

### KEY PROJECT TEAM MEMBERS

- Diego Aguirre, Ph.D., PE
- Sam Cullum, PE | PM
- Jacob Duke, PE, CBI
- Fidel Flores, EI, CBI



KCA partnered with the NCDOT once again to complete the preservation work for 18 bridges on the I-40 corridor in Catawba and Iredell Counties. Several repairs included crucial strengthening to the existing bridge deck that had failed near a weight station. Other repairs included: structural steel repairs, concrete repairs, concrete beam strengthening, painting steel beams, jacking and overlays.

- **Reference:** Tim Sherrill, PE, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov), 919.707.6423
- **Dates:** March 2023 – November 2023



## I-5719B, NCDOT

### KEY PROJECT TEAM MEMBERS

- Jacob Duke, PE, CBI
- Sam Cullum, PE | PM
- Diego Aguirre, Ph.D., PE
- Scott Betz, PE, CBI, CPI
- Laura Sutton, PE, CPM



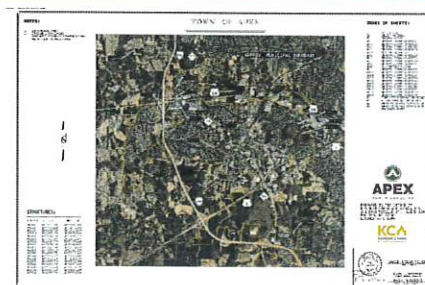
KCA was asked to provide bridge preservation services in conjunction with the large design-build project to preserve a bridge carrying I-85 in Gaston County over the South Fork River. KCA designed the repair/preservation plans and the Design-Build team will design the widening of the existing structure. Repairs include joint replacement, deck repairs, rocker bearing replacement, cleaning existing beams, and concrete repairs.

- **Reference:** Tim Sherrill, PE, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov), 919.707.6423
- **Dates:** January – August 2024

## TOWN OF APEX BRIDGE PRESERVATION

### KEY PROJECT TEAM MEMBERS

- Jacob Duke, PE, CBI
- Scott Betz, PE, CBI, CPI
- Fidel Flores, EI, CBI
- Sam Cullum, PE | PM



The Town of Apex engaged KCA after our 2022 routine inspections to complete the preservation of 18 bridges and culverts. Repairs ranged from concrete and joint repairs to channel excavation, scour repairs and approach safety improvements.

- **Reference:** Adam Stephenson, PE, [Adam.Stephenson@apexnc.org](mailto:Adam.Stephenson@apexnc.org), 919.249.3417
- **Dates:** XXXXX

## CURRITUCK 7 BRIDGE SCOUR COUNTERMEASURES, NCDOT

### KEY PROJECT TEAM MEMBERS

- Jacob Duke, PE, CBI
- Sam Cullum, PE | PM
- Fidel Flores, EI, CBI



In 2020, KCA worked closely with the NCDOT, local agencies and Knotts Island, NC. To complete scour repairs to the only access bridge to the island. Due to the surrounding topography, the channel at the bridge had scoured well below the scour critical elevations, more than 30ft lower than the existing streambed. KCA designed a robust scour countermeasure that was easy to install by the contractor; while keeping traffic to the island open and the repair has allowed sediment to start collecting under the bridge once

again. KCA has been engaged in the long-term planning and programming for the replacement of this structure with a more resilient design.

- **Reference:** Tim Sherrill, PE, [tmsherrill@ncdot.gov](mailto:tmsherrill@ncdot.gov), 919.707.6423
- **Dates:** April 2020 – December 2022

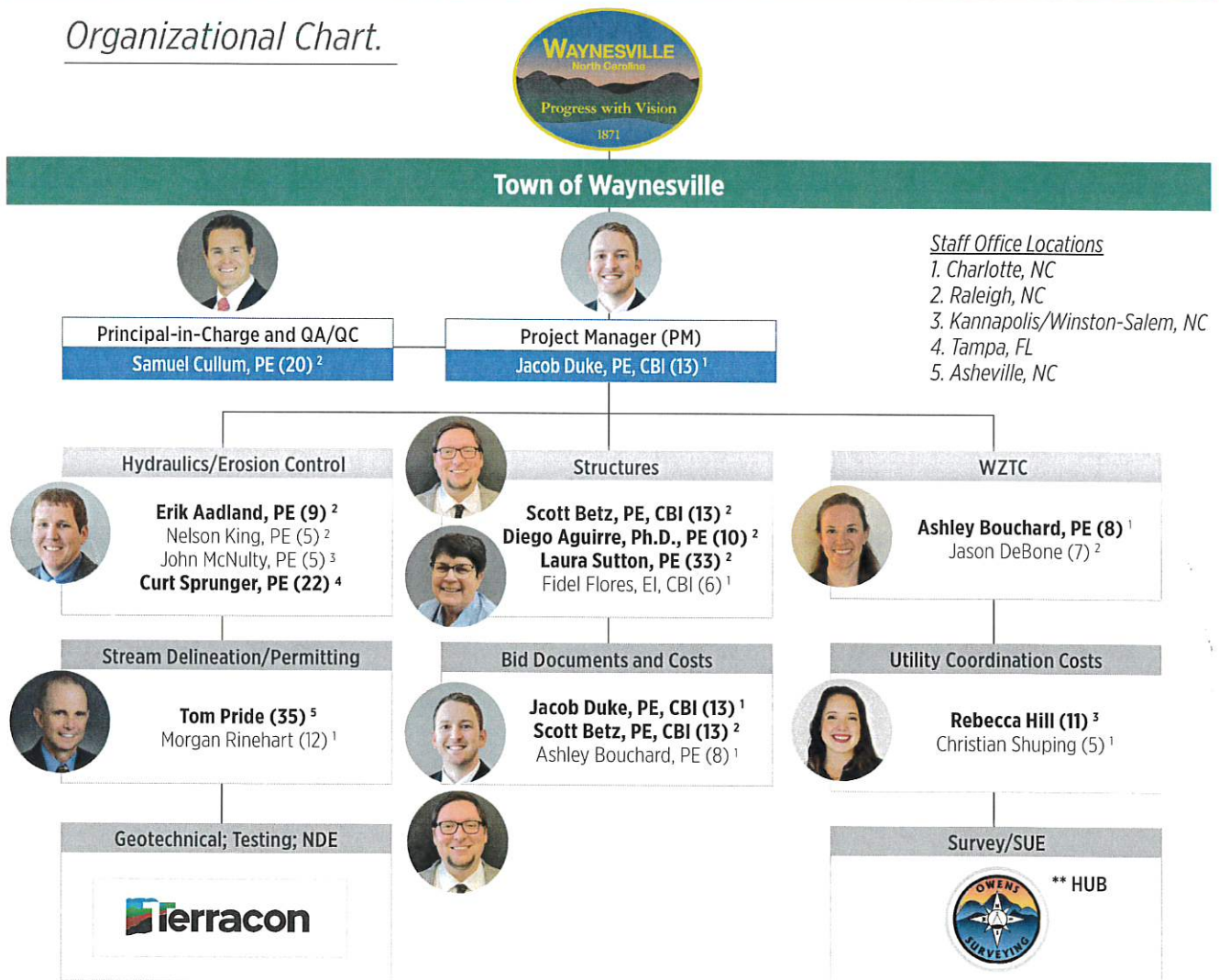


# Key Personnel

KCA proudly separates itself from other design firms by offering a team of employees who have worked together for many years. In fact, more than 80% of our design staff have worked for KCA in excess of five years and half over 10 years. This provides our clients the comfort of knowing the personnel we propose will remain on the project for its duration. The personnel outlined in our proposal are uniquely qualified to meet the challenges of any contract, providing the Town with outstanding service.

To fully provide all services that may be necessary for this contract, KCA has assembled an experienced project team of highly qualified technical professionals and supporting staff—each bringing unique qualifications to the Town for all aspects of the scope. Short bios of our key team members (along with project roles/responsibilities and office locations) are provided below. Our organizational chart is presented below and resumes of our key staff are provided on pages 10-11 as a brief overview, highlighting the abilities of our experienced project team.

## Organizational Chart.



(xx) years of experience

Resumes are included on pages 9-10 for key staff listed in bold type

**NDE: Non-destructive Evaluation**



**KCA** | KISINGER CAMPO  
& ASSOCIATES

## **JACOB DUKE - PE, CBI, PM**

Mr. Duke has 13 years of experience in multiple design disciplines, construction, preservation and bridge inspection, as well as a BSCE with a concentration in structure design. Since 2011, he has performed in-service bridge inspection as well as construction inspection for the construction of bridges, roadway and preservation projects. He has seven years of design experience and currently serves as an Area Design and Carolinas Inspection Manager and oversees our Charlotte, NC office. He has been the Engineer-of-Record (EOR) on more than a dozen bridge replacement projects and several dozen bridge preservation projects. Mr. Duke is currently the lead roadway project engineer for R-5829, which is a multi-interchange project in Goldsboro, NC. He also leads the production work for most of our Work Zone Traffic Control (WZTC) efforts in the Carolinas.

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& ASSOCIATES

## **SCOTT BETZ - PE, CBI, Structures/Bid Documents**

Mr. Betz has 13 years of experience in structures design, rehabilitation, and inspection. He specializes in new bridge design and structural rehabilitation. He has designed vehicular and pedestrian bridges including prestressed and reinforced concrete, timber, and steel structures in Florida and the Carolinas. He has performed Feasibility Studies and Bridge Development Reports for State and Municipal clients to assess various bridge types and to recommend the most economically feasible and constructable alternative for each proposed bridge site. Mr. Betz began his career performing topside bridge inspection and bridge rehabilitation, leading to a thorough understanding bridge details and their effectiveness in different environments. This experience allows him to identify conditions during initial design which may lead to accelerated deterioration in the field and to provide alternatives to eliminate these conditions prior to construction. Mr. Betz has over 10 years of project management experience with state and local clients and excels at building client relationships through responsiveness and attentiveness to client needs.

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## **SAM CULLUM - PE, VP, Carolinas Structures Department Manager**

Mr. Cullum has a wide range of experience providing technical services through all phases of preconstruction, including feasibility studies and project development reports. He has worked in structures design, repair, and bridge inspection as well as utility coordination for all of his 20-year career. He has managed multidisciplinary projects with both conventional and alternative delivery and designed numerous districtwide structures bridge repair and design tasks that have ranged from simple bridge culverts to complex multidisciplinary projects requiring close coordination with roadway, structures, drainage, and permitting staff.

Mr. Cullum is well versed in Structures and the NCDOT Utility Coordination process. He has led utility efforts on six NCDOT STIP projects as well as over a dozen bridge replacement projects for KCA. Mr. Cullum has worked with all manner of wet/dry utilities and is familiar with developing utility estimates using the Utility Cookbook.

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## **LAURA SUTTON - PE, CPM, Structures**

Ms. Sutton has 33 years of combined experience; 31 years of experience with NCDOT in project management, structure design, and alternative delivery. During her career with NCDOT, she gained an in-depth knowledge of structure design through 21 years with the SMU. She added alternative delivery and multidisciplinary management to her skillset by working for 3 years with NCDOT's Design-Build (D-B) and Priority Projects units. Ms. Sutton rounded out her time with NCDOT leading the organization transition to a new project delivery methodology and served as a Team lead for more than 5 years in the Project Management Unit (PMU) representing Divisions 7, 9, and 10, as well as managing some of the largest projects in the State system. Since joining KCA, Ms. Sutton has continued to manage projects and is KCA's primary MS Project schedule developer. Her past experience is applied in QA/QC reviews,

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& ASSOCIATES

## **DIEGO AGUIRRE - Ph.D., PE, Structures**

Dr. Aguirre has 10 years of experience in design of a wide variety of structural systems such as bridges, retaining structures, hospitals, stadiums, and residential and industrial buildings. He has experience with damage detection methods on bridges and large-scale testing of bridge columns and piles. His background also involves design and analysis of structures subjected to seismic and wind loads, including experience with soilstructure interaction. Dr. Aguirre completed his Ph.D. with a concentration on structural engineering. Then, he joined KCA to serve as a Structures Engineer in our Raleigh, NC office, where he assists our staff on Structures design projects and bridge inspection tasks.





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## **ASHLEY BOUCHARD - PE, Roadway and WZTC**

Ms. Bouchard will serve as the roadway design lead. Ms. Bouchard has recently joined KCA's Charlotte office and has nine years of experience, four of which are with Ms. Honeycutt, the Regional Roadway Manager. She has strong engineering design skills and has worked on a variety of projects including feasibility studies, multimodal enhancements, intersection improvements, and widenings such as the U-6106 Gilead Road Widening for the Town of Huntersville. She also has extensive experience designing pavement markings, signing, and traffic control plans and is adept with CAD production including being on the forefront of NCDOT's transition to Open Roads Designer (ORD). Ms. Bouchard has availability, will be dedicated to on-call assignments and will be the Town's secondary point of contact.



**KCA** | KISINGER CAMPO & ASSOCIATES

## **ERIK AADLAND - PE, Hydraulics and Erosion Control Lead**

Mr. Aadland has nine years of experience in stormwater design, modeling of stormdrain systems, crossdrain and culvert design, ditch design and flooding investigations and was previously embedded in NCDOT's Eastern Hydraulics unit several days a week. Mr. Aadland has been involved in nearly all of KCA's bridge and culvert replacement projects within North Carolina and has performed Hydraulic Planning Reports (HPRs) and Bridge Survey Reports (BSRs). He is proficient in Geopak Drainage, SUDA, HEC-RAS, HY-8 and Microstation and Open Roads. He is the PM and lead Hydraulics engineer on the 2022 City of Winston-Salem On-Call Stormwater Services contract and the 2022 NCDOT Hydraulics Support LSC. Mr. Aadland is also a Level III certified erosion control designer and has designed numerous erosion control plans for projects throughout North Carolina.



**KCA** | KISINGER CAMPO & ASSOCIATES

## **TOM PRIDE - Stream Delineation/Permitting**

Mr. Pride's 35 years of experience includes the biological aspects of the National Environmental Policy Act (NEPA), listed species, wetlands, and environmental permitting. His expertise includes ecological assessments, habitat and listed species impact analyses, development of listed species conservation measures, coastal and freshwater wetland impact analyses and wetland mitigation design. He is proficient with federal, state, and local environmental agency criteria and permitting procedures and he has performed numerous NEPA/PD&E studies and environmental permitting for a wide variety of projects including roadway, airport, rail, bridge, port, water supply, and pipeline projects. He recently joined KCA as a Senior Biologist/PM.



**KCA** | KISINGER CAMPO & ASSOCIATES

## **CURT SPRUNGER - PE, Hydraulics/Erosion Control**

Mr. Sprunger has 22 years of experience in stormwater design and currently holds the position of Regional Stormwater Manager at KCA. He has designed and modeled several roadway stormsewer systems in compliance with FDOT and various municipality design criteria. Mr. Sprunger has also completed pond siting analysis and designed numerous stormwater management facilities and floodplain compensation sites. He has also completed various culvert designs which included channel modeling and bridge scour analysis. Mr. Sprunger has coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits.



**KCA** | KISINGER CAMPO & ASSOCIATES

## **REBECCA HILL - Utilities**

Ms. Hill has 11 years experience as a permit coordinator. She worked for the Florida Department of Transportation (FDOT) in District Five for over five years. Ms. Hill is well versed in FDOT's One Stop Permitting, RCI, SiteManager (PrC), MMS, MRP, AMPER, EDMS, MAC, and other FDOT systems. She is experienced in reviewing environmental, drainage, access and utility permit applications and plans as well as inspecting field installations. Rebecca has functioned as the Utility Coordinator for \$25 million roadway construction projects as well as a Roadway Field Maintenance Project Manager and Contracts Manager. Rebecca is capable of assessing all aspects of roadway construction from permits and contracts to roadway construction and utility coordination and finally through the maintenance rating process.



Document any history of litigation associated with project performance and/or professional liability and all matters settled out of court.

- **2023:** Alleged negligence. 3rd party claim. Claimant alleges failure to adequately inspect bridge area. Claimant was walking on bridge incline and fell into a hole. Final Outcome: KCA won motion for summary judgment – case closed for KCA.
- **2021:** Alleged negligence. Claimant alleges failure to adequately inspect the road. A motorcycle collided with non-visible traffic delineation device on road. Final Outcome: Case settled out of court.
- **2019:** Claimant alleges traffic light had 4-way green light – Accident Final Outcome: Case settled out of court.
- **2016:** Alleged negligence. Claim was made that barrier was not designed properly (I-4 Median Barrier D-B). A car accident occurred in which a truck crossed the barrier and crashed with oncoming vehicles. The plaintiff alleged the cable barrier was designed, constructed and maintained improperly. Final Outcome: Case settled out of court.



# Public Projects (In Carolinas)

In the Carolinas, KCA has worked mostly for NCDOT and SCDOT over the past 5 years, with some municipal work as well. The summary below outlines current work KCA has in the Carolinas in the public sector.

NCDOT Contracts: KCA has a variety of task work orders underneath each contract shown below.



**SCDOT**

CONTRACT NO.	CONTRACT DESCRIPTION	BUSINESS UNIT
7000021092	2021 Rail Program Delivery On-Call LSC	RAILROAD
7000021660	2022 Inspect Test & Anlys Matl & Pvrmt	MATERIALS&TESTS
7000021824	EASTERN DIVs (1-7) 2022 PDSC and GESC	CHIEF ENGINEER
7000021919	2022 Hydraulics Support Services LSC	HYDRAULICS
7000022281	2023 PMU P&DSC and GESC LSC	PROJ MGMT UNIT
7000022338	2023 Statewide On-call CEI Services LSC	CHIEF ENGINEER
7000022423	2023 Feasibility Studies & Gen Program	FEASIBILITY STUDIES
7000022451	2023 Structures Management Support LSC	STRUCTURE DESGN
7000022813	2024 Comprehensive EAU LSC	PROJ DEV & ENVIR ANALYSIS
7000023068	2024 Western Divisions (8-14) PD/GESC	CHIEF ENGINEER
7000023263	2024 Rail Program Delivery LSC	RAILROAD

## Additional Public Projects

- I-77 Mobility Partners: On-Call Engineering Services
- SCDOT: On-Call General Engineering Services; On-call Statewide Bridge Preventative Maintenance; and I-26 Bridge Repairs
- City of Raleigh: Master Services Agreement (Greenway Services); Owner's Advisor for Alternative Delivery MSA
- City of Durham: Bridge Engineering Services
- Spartanburg County (SC): On-Call General Engineering Services
- Town of Apex: Peakway Feasibility Study
- City of Charlotte: On-Call Transportation Services



# Hourly Rates

## Waynesville Bridge Repair

Rates by Classification



SLC  
1/24/2025

### KCA Rates By Classification

*The rates shown below are blended rates by classification, and include all multipliers.*

*Raw labor rates can be provided with audited overhead, capital cost of money and profit shown upon request.*

Classification	Hourly Rate
Project Manager	\$ 285.00
Deputy Project Manager	\$ 265.00
Chief Engineer	\$ 255.00
Senior Engineer	\$ 250.00
Sr. Engineer	\$ 205.00
Sr. Engineer II	\$ 187.50
Project Engineer	\$ 175.00
Contracts Specialist	\$ 172.00
Utilities Coordinator	\$ 161.00
Engineer III	\$ 146.50
Engineer II	\$ 129.00
Engineer II	\$ 110.00



# Understanding and Project Approach

While not required in the RFQ, our team felt it best to show the Town our proposed approach to the contract so the Town can evaluate our understanding of the work, the quality of our approach, and how it relates to our public sector knowledge.

KCA will provide a full-service team to carry this bridge repair/strengthening successfully through the preconstruction process to project letting, and assist in construction as needed. Our team has experience in every aspect of this project, and the sections below summarize in more detail our team's approach the key areas of the contract.

## Project Management

Our team's project management approach begins with providing a dynamic PM with experience delivering on truncated timetables in this environment. Mr. Duke will lead our team as PM. The key activities and responsibilities to fully administer the scope of work from project management include the following:

- Coordination with key stakeholders (Town and others)
- Project Scoping and delineation of authority
- Schedule development and management
- Assigning the work to appropriate individuals
- Ensuring quality control and quality assurance of all KCA team documents
- Management of project risk to the Town
- Budget management (involves KCA budget as well as Town budget for the work)
- Regular communications with the team during bi-weekly meetings which the Town is welcome to attend

## STRUCTURES

Our team will begin by gathering all pertinent information related to the bridge. KCA has already gained access to inspection reports and load rating. We will request additional documents such as existing plans—whether original or repair-related—if available. Should the Town lack records of previous work on this structure, we will coordinate with NCDOT Division 14 Bridge Maintenance and the NCDOT Structure Management Unit to secure any additional information necessary for the project.

In collaboration with the Town, we will identify the specific vehicles and loading configurations anticipated to use the bridge over the next 5-10 years. This typically includes vehicles such as sanitation trucks, emergency medical services (EMS) vehicles, and any planned construction equipment. Providing these specific configurations will

enable our team to tailor the load rating and design strengthening process, ensuring it is both economical and aligned with the Town's intended use.



To start, we will review the existing load rating to confirm that the assumptions accurately reflect the current condition of the bridge. Often, load ratings are overly conservative and may not account for composite action between the deck and steel girders. In this case, the load rating on file assumes non-composite action between the deck and the girders. We would recommend non-destructive evaluation to assess the truth of this assumption. If shear studs are found in the scan, it is likely that very little strengthening would be needed to reach the desired 20-ton posting.

If subconsultant field services such as surveying, Ground Penetrating Radar (GPR), or Non-Destructive Evaluation (NDE) are needed, our team will coordinate these services to coincide with the KCA field review. Preliminary sketches will also be developed on plan sheets prior to the field reviews, identifying areas of damage based on the available inspection reports.





Once we have completed an analysis of the load rating and finalized the preliminary sketches, our team will mobilize to the bridge to conduct a comprehensive field assessment. This review will include measuring repair areas, determining plans of action for critical items such as structural strengthening and bearing repairs, and identifying other issues that may affect the long-term functionality of the structure. The Town is encouraged to participate in this on-site review.

Following the field assessment, our team will efficiently prepare preliminary repair plans and specifications for the necessary structural repairs, including temporary traffic control measures around the bridge. A preliminary cost estimate will also be provided at this stage. By retrofitting and strengthening the existing structure, the Town will achieve a sustainable solution that minimizes material use, stream disruption, and fossil fuel consumption compared to a full bridge replacement.

Once the preliminary plans are complete, the KCA team will meet with Town staff to discuss the proposed repair plan, cost estimate, and anticipated schedule. If required, these preliminary plans can support the Town in securing funding to implement the critical repairs and structural strengthening.

When a plan and funding are finalized, KCA will complete the detailed structure plans, specifications, and cost estimates. We will also coordinate with other relevant groups to ensure that all issues are addressed and the project is ready for contract bidding. This comprehensive approach ensures the bridge repairs are efficient, sustainable, and aligned with the Town's long-term needs.



### **Utility Coordination**

With minimal ground disturbing activities planned, and most bridge strengthening methods able to be lifted into place with smaller equipment, it is unlikely that this project will produce significant utility conflict. However, there does exist overhead power and shared use telecommunications

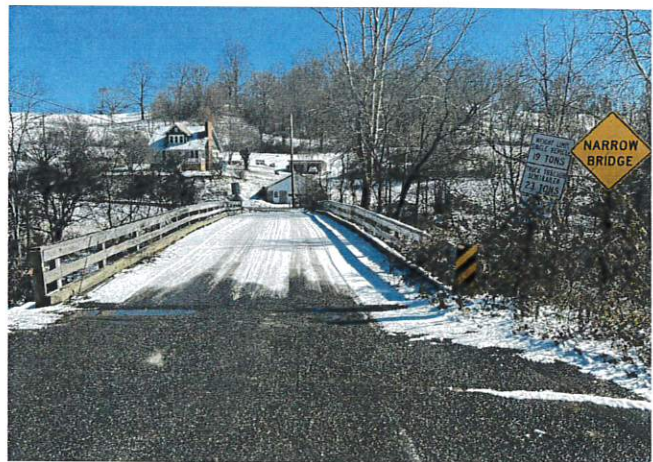
crossing over the western approach of the bridge as well as diagonally over the structure as it crosses the stream. Our team will proactively coordinate any conflicts and relocations prior to construction.

### **Permitting**

Our team has in-house services for stream and wetland delineation as well as permitting. If necessary for in-water work, we will perform stream delineations and work with resource agencies to procure approved permits for the work. This will likely come under a nationwide general permit for work in the waters of the United States, and any ground disturbing activities will be accompanied by erosion and sediment control plans and permit impacts, submitted to NCDEQ/NCDDWR prior to work. Verifying our work is in keeping with the standards of the local resource agencies and the state ensures the sustainability of the design practices.

### **Temporary Traffic Control**

After initial coordination with the Town, KCA will design options to either close the bridge (preferred) or design a phased approach for repairs under live load to accomplish repairs without detouring local traffic. Upon review, this may be needed as there are parcels whose only public access is Walnut Trail.



### **Bid Document Development**

KCA has significant experience in developing bid documents, having successfully completed this task for numerous projects for its municipal partners. The proposed team has done this recently for the Town of Apex, Duke Energy, as well as multiple contracts with the Dunes Community Development District in Florida.



We will develop our bid documents to state standards using any Town boilerplate documents as a guide. We will then have our documents reviewed by our in-house proposals engineer, Lloyd Royall. Mr. Royall is currently providing similar services to NCDOT Division 14 for storm response and has decades of experience in this work area.

KCA will work with the Town to perform contractor outreach, hold a pre-bid meeting, and will provide bid review and award recommendation to the Town.

### **Construction Phase Services**

KCA has experience in assisting our municipal partners through construction. We can provide inspectors and administrative assistance, if needed. However, we understand that this is often a budget constraint. We can make ourselves available to answer technical questions only and the Town can administer the work with less input from KCA.

### **Quality Control**

KCA's goal for each project is to prepare documents that are free of errors, convey accurate data, meet all applicable standards and criteria, and are in complete compliance with the requirements established by the Town and FEMA/FHWA. We understand the Town has similar expectations. Our PM will ensure all deliverables go through QC. The QA manager makes sure the QC follows KCA's QC policies, which requires a minimum of three professionals be involved, with an independent QA being performed on all deliverables.



## **Summary**

- Well suited to serve the Town on this contract
- This project aligns with our team's skills, experience, and past public-sector work
- Capacity and familiarity with sustainable design
- Committed to this project's success

We encourage the Town to seek out our references to verify this experience. We look forward to the chance to prove this to the Town!



## AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

### Town of Waynesville

Affidavit of Kisinger Campo & Associates, Corp. (KCA)

(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. [Not possible. Less than 10 days from ad to delivery]
- ☒ 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. [Scope fit, project location, and short LOI delivery deterred some partners from joining our team]
- ☐ 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: 1/24/2025

Name of Authorized Officer: Sam Cullum, PE

Signature: *Sam L Cullum*

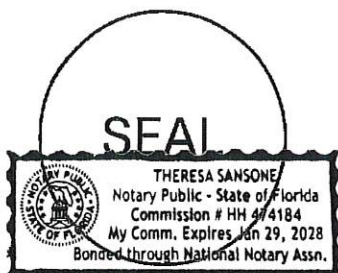
Title: Vice President/Carolinas Structures Department Manager

State of Florida, County of Hillsborough

Subscribed and sworn to before me this 24th day of January, 2025

Notary Public Theresa Sansone

My Commission expires January 28, 2028





**Non-Applicable**

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

**Town of Waynesville**

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

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

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

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

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

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

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



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

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

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

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

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: 3/11/25**

**SUBJECT** Approve contract for schematic design for McAdams and Associates in connection with Vance Street and Dutch Fisher ballfields.

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Recreation

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY:** During a recent meeting, the Council approved the Architectural/Engineering firm of McAdams and Associates to conduct design, and construction administration of the Dutch Fisher and Vance Street ballfields. McAdams recommends that the Council adopt a contract for “Schematic Design” to determine the scope of work before negotiating the design contract for construction drawings, bidding and construction administration. McAdams scope of work includes 30% of the design process. It includes the fieldwork necessary to design the fields, buildings and storm water mitigation measures that will protect the fields from extensive damage in future floods. The plans will provide the Town with three alternatives in field design. They will provide us with alternative sketches of buildings, both prefabricated metal and others. Once the Town gives McAdams the “go ahead, McAdams will seek prepare a second contract based on the complexity and cost of the remaining contract. FEMA requires that each “project” be treated separately so McAdams has presented the Town with a proposal for Vance Street and Dutch Fisher Fields. Their lump sum Vance Street proposal is \$92,220 and the Dutch Fisher proposal amounts to \$130,200. The Total contract price for both fields is \$222,420.

**MOTION FOR CONSIDERATION:** Approve McAdams proposed Vance Street Contract for a lump sum price of \$92,220 and Dutch Fisher Ballpark for a lump sum price of \$130,000.

**FUNDING SOURCE/IMPACT:** General (hopefully FEMA reimbursement)

**ATTACHMENTS:** McAdams contracts

**MANAGER’S COMMENTS:** McAdams approach will give the Town the flexibility to determine the level and cost of design for the fields. You will note that the services they recommend for Dutch Fisher is higher due to the level of stream mitigation and building design. Should the Town wish to discontinue their services, the contracts do not bind the Town to continue.



486 North Patterson Avenue  
Suite 201  
Winston-Salem, NC 27101  
919. 361. 5000

SPEC25012.01

March 3, 2025

Luke Kinsland  
Town of Waynesville  
550 Vance Street  
Waynesville, North Carolina 28786

**RE: Vance Street Softball Field Renovations  
Waynesville, North Carolina  
SPEC25012.01**

Dear Luke,

We are pleased to offer this proposal for planning, survey, conceptual design, and schematic design services for the proposed field renovations project in Waynesville, North Carolina.

## Project Understanding

### Site

The site of the proposed renovation project is addressed at 430 Vance Street. The existing softball field is located in the southern corner of the Vance Street Park complex, which occupies a single parcel identified in Haywood County GIS with PIN #8616-62-3369 and comprises approximately 23.08 acres.

### Proposed Development

The planned renovation project will address damage from Hurricane Helene to the existing field, press box, dugouts, and bleachers.

### Assumptions

This proposal is based on the following assumptions:

- | All improvements shown are schematic in nature and will not be used for permitting;
- | No jurisdictional permitting to be required as part of this 30% plan;
- | Civil engineering will not provide any outside agency coordination at this 30% schematic design level, such as responding to comments from Town staff and / or reviewing models with FEMA;
- | Geotechnical exploration and design to be provided by others;
- | No retaining walls are required as part of this design. If retaining walls are required, they will be designed by others;
- | The fields will be designed to shed water overland, no sub-drainage design is required;
- | No environmental permitting will be required (stream and or wetland impact permitting) at this 30% design level;
- | 30% design documents to be reviewed by Waynesville Recreation Department. At the time of project advancement, a full scope proposal can be provided to cover additional project needs; and
- | As the majority of the site is located within FEMA regulated Special Flood Hazard Area (SFHA) associated with Richland Creek, preliminary flood modeling will evaluate potential impacts associated with the 30% design. Effective SFHA information can be found on DFIRM map number 3700861600J dated April 3, 2012.

## Proposed Services + Fees

We propose the following services (alphanumeric task numbers are for internal coding purposes):

### Site Investigation Phase

#### B2.10 BOUNDARY SURVEY (PARTIAL):

FEE: \$2,000

Conduct a field survey of the site known as Vance Street Park, 430 Vance Street (PIN#8616-62-3369) in Waynesville, North Carolina and prepare a partial Boundary Survey Map surrounding the project area encompassing approximately 5 acres in accordance with the Minimum Requirements for a Boundary Survey in the State of North Carolina.

#### B2.40 TOPOGRAPHIC / LOCATION SURVEY:

FEE: \$7,300

Conduct a field survey of the site totaling approximately 5 acres of public recreational land encompassed by a Branch on the south, Vance Street on the west, and the remaining land of the Town of Waynesville on the northeast with the survey extending to the far side of Vance Street and 25 feet beyond the existing paved path around the softball field. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material, and sizes will be located. Location of individual trees is not included.

#### B12.30 SUBSURFACE UTILITY (SUE) MARKINGS – LEVEL B:

FEE: \$6,500

Field mark underground utilities using electromagnetic equipment and mark them with spray paint of the site totaling approximately 5 acres of public recreational land encompassed by a Branch on the south, Vance Street on the west, and the remaining land of the Town of Waynesville on the northeast with the survey extending to the far side of Vance Street and 25 feet beyond the existing paved path around the softball field. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

**L1.00 ENVIRONMENTAL INVESTIGATION:**

FEE: \$11,450

McAdams will work with Froehling + Robertson (F+R) to delineate (flag in the field) jurisdictional waters of the US and wetlands within the property shown on Exhibit A. Jurisdictional areas will be delineated onsite using the US Army Corps of Engineers (USACE) Routine On-Site Determination method. This method is defined in the 1987 Corps of Engineers Wetlands Delineation Manual. Prior to performing the fieldwork, CWS scientists will consult various references (if available), including: NRCS soil surveys, USGS topographic maps, National Wetland Inventory maps, aerial photographs, and county GIS / topographic mapping. CWS will document intermittent and perennial stream classifications on site utilizing current North Carolina Division of Water Resources methodology. All flagging in the field will be mapped using a sub-foot Trimble Geo7x unit.

F+R will also conduct a preliminary desktop review to determine the presence and potential extent of natural resources including potential threatened and endangered species habitat, and cultural resources within the property shown on Exhibit A of this agreement.

**Conceptual Design Phase****D11.15 PROJECT KICKOFF + CONCEPT ALTERNATIVES:**

FEE: \$7,200

Based on information gathered from the site analysis, site due diligence, and final program based on kickoff meeting (one (1) onsite meeting) discussion, McAdams will develop up to two preliminary concept plans for review by Town staff based on the approved program. McAdams will provide two hand drawn sketches with illustrative concept imagery for review.

The concept plans will depict the overall design concept including:

- | Location and layout of site improvements (softball field, parking, dugouts, fence location, restrooms, gazebos and / or shelters, additional parking, etc);
- | Field orientation and layout, fence and netting locations, and support structures;
- | Key linkages and circulation patterns including internal parking and pedestrian ways;
- | Summary of development standards (required buffers, setbacks, etc);
- | Gateways and entrances to help identify feature areas;
- | Ingress / egress points, perimeter gates and access; and
- | Location and approximate shape / size of shade or shelter structures.

**Schematic Design Phase****A4.10 STORMWATER ASSESSMENT – 30%:**

FEE: \$9,100

McAdams will review City of Waynesville stormwater requirements to assess potential stormwater treatment that may be required based on the 30% design of the proposed park improvements. Task includes development of

schematic stormwater management design and will apply green stormwater treatment measures as appropriate. Deliverables of this task include a summary of recommended stormwater management approach moving into future phases and a high-level cost estimate.

#### A4.20 PRELIMINARY FEMA FLOOD STUDY ANALYSIS – 30%:

FEE: \$9,500

Using the effective FEMA engineering model, McAdams will study the potential impacts to base flood elevations along Richland Creek based on the proposed park improvements. Task includes modeling of up to three (3) different site layouts for the park. Modeling results for each scenario will be summarized in a brief narrative and permitting recommendations for each layout modeled will be provided. Based on modeling results, narrative will also include any potential recommendation for incorporation of Green Stormwater Infrastructure devices to be included in future design phases.

#### D3.10 CIVIL ENGINEERING, SCHEMATIC DESIGN DRAWINGS – 30%:

FEE: \$3,480

Prepare 30% Schematic Design drawings for Vance Park for the renovation of storm damaged softball fields.

Deliverables to be provided are listed below:

- I Project Notes;
- I Existing Conditions;
- I Demolition Plan;
- I Grading Drainage and Erosion Control – only basic erosion control features to be shown to include but not limited to:
  - Silt fence, tree protection fence and inlet protection, silt fence outlets, etc; and
- I Detail sheets.

#### D11.21 LANDSCAPE ARCHITECTURE, SCHEMATIC DESIGN DRAWINGS – 30%:

FEE: \$6,200

Using the approved preliminary concept drawing and program as a basis for design, McAdams will refine the preliminary concept drawing to include revisions based on any comments received on the concept alternatives, including the arrangement and selection of hardscape elements, field layouts and plant materials. The chosen concept alternative will be digitized into AutoCAD. These documents will be at a Schematic Design (30%) level. Fee includes bi-weekly online meetings and one in-person meeting to present final plans to Town decision makers.

Deliverables:

- I SD Site Plan; and
- I SD Landscape Plan.



**D11.70 COORDINATION MEETINGS:**

**FEE:** By hourly charges in accordance with the attached Rate Schedule, estimate \$2,520

Attend project team meetings during scoped investigation and design phases as requested by the Client. Correspond with the project team to advance the project forward. Includes by-weekly meetings for design coordination estimated at six (6) meetings over three months.

**L1.01 ARCHITECTURAL SCHEMATIC DESIGN – 30%:**

**FEE:** \$11,500

McAdams will work with McMillan Pazdan Smith on schematic development of floor plans and elevations (and any pre-manufactured recommendations):

- | Two-story press box with storage below;
- | Dugouts;
- | Bleacher Seating;
- | Scoreboard; and
- | Up to three (3) concept renderings.

**L1.02 BALLFIELD SCHEMATIC DESIGN – 30%:**

**FEE:** \$5,000

McAdams will coordinate with Fitfields for the design of one softball field.

Design items include:

- | Backstop and field fencing design;
- | Subsurface field drainage system; and
- | Field location and layout.

**L1.03 COST ESTIMATING:**

**FEE:** \$1,470

McAdams will work with Aiken Cost Consultants to provide an estimate of probable cost for the architecture, landscape, utility work, civil, stormwater and structural engineering improvements based on the latest design documents. The estimate will break site systems down into specific assemblies and line items. They can be used to analyze the cost of each component of the work within each system, to develop some design alternatives for consideration, and to “value engineer” the project if necessary. Pricing will be current and local to the Asheville area and escalated to the appropriate point of construction.

## Visualization Services

### D11.65 VISUALIZATION:

FEE:	\$6,000
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We will create a 3D model of the proposed site design, incorporating Infracore Open Street Map data for site context. The model will include all designed elements, site furnishings, vegetation, materials, and 3D people. The architect will provide 3D models for the features in their scope such as bleachers, press boxes, and scoreboards.

Once the model is complete, we will provide perspective renderings showcasing the design from different angles and perform one round of minor revisions. This scope also includes photo-matching one bird's eye view to a drone image for accurate context, providing both existing and proposed views. Additional services, such as further modeling, photoshop editing, or other visualizations such as animations and videos can be provided as an additional service.

Our objective is to use 3D visualization as a tool to make better-informed design decisions, enable accurate feedback, and support effective project marketing.

## Extra Services

### J. ADDITIONAL SERVICES:

When requested by the Client and confirmed by the Client and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

### K. REIMBURSABLE EXPENSES:

FEE:	\$3,000
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Applicable items will be billed in accordance with the attached Rate Schedule.

## Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project: schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

## Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc) as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions;
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

## Exclusions

The following services are not included in this Agreement:

- | Offsite utility extensions or roadway improvements (may be quoted if required);
- | Offsite stormwater management facilities, revisions to the existing stormwater infrastructure, or analysis of downstream stormwater system (will be quoted if required);
- | Subsurface Utility Location;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetlands delineation and permitting (will be quoted if required);
- | Structural design of retaining walls, headwalls, or stormwater facilities or structures;
- | Traffic Impact Analysis;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review, or re-review fees;
- | Detailed landscape, hardscape, irrigation, or lighting design (can be quoted separately);
- | Revised directives from Client after design has begun;
- | Acquisition of easements; preparation of offsite easements;
- | Flood studies for the Town of Waynesville or FEMA;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Soils investigations, borings, or compaction tests;
- | Environmental investigations, wetlands permitting, wetlands surveying; and
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

## General Conditions

- | The attached “Terms and Conditions” shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

## Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

**McAdams**



Nick Lowe, RLA | Senior Project Manager  
nlowe@mcadamsco.com | 704. 239. 5088

NL/kt

## Acceptance

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

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

Name: \_\_\_\_\_

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

## Accounting Information

Billing Contact: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_



Fee Schedule

Vance Street Field Renovations / Waynesville, North Carolina

Date March 3, 2025

Project #	SPEC25012.01	Number of Lots				
Phases		Acres				

Task ID	Description	Fee	Fee Basis	CO 1	CO 2	Notes
				Enter Date of CO	Enter Date of CO	

SITE INVESTIGATION PHASE						
B2.10	Boundary Survey (Partial)	\$2,000	Fixed Fee			
B2.40	Topographic / Location Survey	\$7,300	Fixed Fee			
B12.30	Subsurface Utility (SUE Markings - Level B	\$6,500	Fixed Fee			
L1.00	Environmental Investigation	\$11,450	Fixed Fee			
Site Investigation Phase TOTAL		\$27,250		\$0	\$0	

CONCEPTUAL DESIGN PHASE						
D11.15	Project Kickoff + Concept Alternatives	\$7,200	Fixed Fee			
Conceptual Design Phase TOTAL		\$7,200		\$0	\$0	

SCHEMATIC DESIGN PHASE						
A4.10	Stormwater Assessment - 30%	\$9,100	Fixed Fee			
A4.20	Preliminary FEMA Flood Study Analysis - 30%	\$9,500	Fixed Fee			
D3.10	Civil Engineering - Schematic Design Drawings 30%	\$3,480	Fixed Fee			
D11.21	Landscape Architecture - Schematic Design Drawings 30%	\$6,200	Fixed Fee			
D11.70	Coordination Meetings	\$2,520	Hourly Charges			
L1.01	Architectural Schematic Design - 30%	\$11,500	Fixed Fee			
L1.02	Ballfield Schematic Design - 30%	\$5,000	Fixed Fee			
L1.03	Cost Estimating	\$1,470	Fixed Fee			
Schematic Design Phase TOTAL		\$48,770		\$0	\$0	

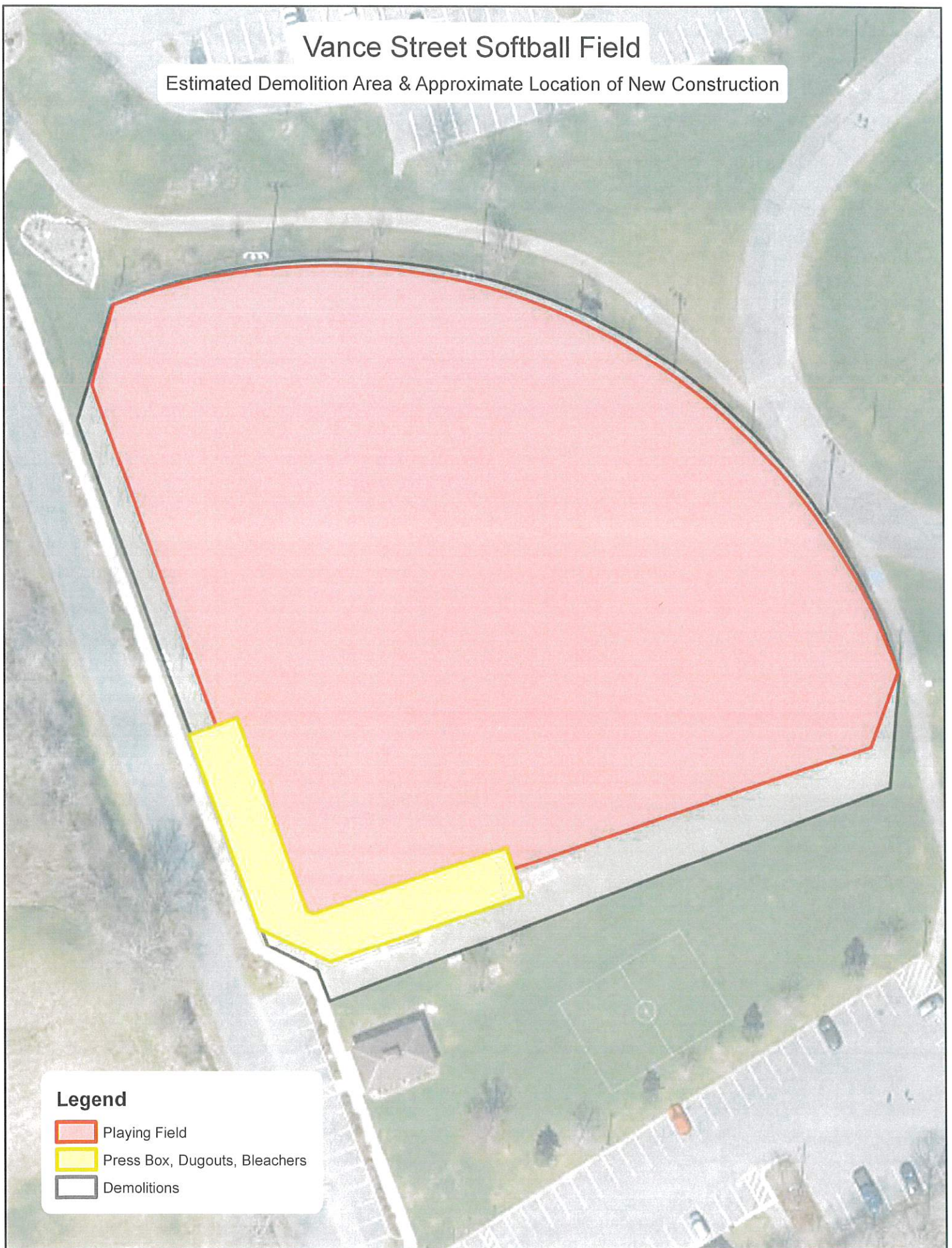
VISUALIZATION SERVICES						
D11.65	Cost Estimating Visualization	\$6,000	Fixed Fee			
Visualization Services TOTAL		\$6,000		\$0	\$0	

REIMBURSABLE EXPENSES						
K.	Reimbursable Expenses	\$3,000	As Needed			
Reimbursable Expenses TOTAL		\$3,000		\$0	\$0	
	Current Contract Total	\$92,220		\$0	\$0	
	Running Contract Total	\$92,220		\$92,220	\$92,220	



# Vance Street Softball Field

Estimated Demolition Area & Approximate Location of New Construction







McADAMS

## Hourly Rate Schedule / 2025

### 1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Advisor	\$325 - 250 /hour
Director / Practice Lead	\$165 - 310 /hour
Technical Manager	\$140 - 250 /hour
Project Manager	\$150 - 235 /hour
Assistant Project Manager	\$120 - 185 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 205 /hour
Project Engineer	\$145 - 240 /hour
Graphics + Visualization	\$125 - 140 /hour
Designer / Analyst	\$110 - 170 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 120 /hour
Construction Administration	\$115 - 205 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$200 - 225 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$95 - 135 /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.

Client's Initials \_\_\_\_\_ Date \_\_\_\_\_



## Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
  - Outline the services rendered and state the client's past due balance.
  - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
  - State the procedures for payment to remove halts and ratify current account status.
- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

---

Date:

---



## Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

### 1. **Payment:**

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

### 2. **Notification of Breach or Default:**

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

### 3. **Ownership of Instruments of Service:**

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

**4. Change Orders:**

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

**5. Site Operations:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

**6. Project Site:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

**7. Assignment and Third Parties:**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**8. Survival:**

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

**16. Termination:**

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

**17. Severability:**

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

**18. No Waiver:**

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

**19. Merger, Amendment:**

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

**20. Choice of Law:**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.





486 North Patterson Avenue  
Suite 201  
Winston-Salem, NC 27101  
919. 361. 5000

SPEC25012.02

March 3, 2025

Luke Kinsland  
Town of Waynesville  
550 Vance Street  
Waynesville, North Carolina 28786

**RE: Dutch Fisher Field Renovations  
Waynesville, North Carolina  
SPEC25012.02**

Dear Luke,

We are pleased to offer this proposal for planning, survey, conceptual design, and schematic design for the proposed field renovations in Waynesville, North Carolina.

## Project Understanding

### Site

The site of the proposed renovation project is addressed at 350 Westwood Circle. The existing softball field is located within Hazelwood Park, which occupies a single parcel identified in Haywood County GIS with PIN #8605-85-3028 and comprises approximately 3.24 acres.

### Proposed Development

The planned renovation project will address damage from Hurricane Helene to the existing field, press box, dugouts, and bleachers.

### Assumptions

This proposal is based on the following assumptions:

- | All improvements shown are schematic in nature and will not be used for permitting;
- | No jurisdictional permitting to be required as part of this 30% plan;
- | Civil engineering will not provide any outside agency coordination at this 30% schematic design level, such as responding to comments from Town staff and / or reviewing models with FEMA;
- | Geotechnical exploration and design to be provided by others;
- | No retaining walls are required as part of this design. If retaining walls are required, they will be designed by others;
- | The fields will be designed to shed water overland, no sub-drainage design is required;
- | No environmental permitting will be required (stream and or wetland impact permitting) at this 30% design level;
- | 30% design documents to be reviewed by Waynesville Recreation Department. At the time of project advancement, a full scope proposal can be provided to cover additional project needs; and
- | As the entire site is located within FEMA regulated Special Flood Hazard Area (SFHA) either associated with Richland Creek or Farmer Branch, preliminary flood modeling will evaluate potential impacts within both models associated

with the 30% design. Effective SFHA information can be found on DFIRM map number 3700860500J dated April 3, 2012.

## Proposed Services + Fees

We propose the following services (alphanumeric task numbers are for internal coding purposes):

### Site Investigation Phase

#### B2.10 BOUNDARY SURVEY:

FEE: \$2,500

Conduct a field survey of the site known as Dutch Fisher Ball Park, 350 Westwood Circle (PIN #8605-85-3028) in Waynesville, North Carolina and prepare a Boundary Survey Map surrounding the project area encompassing approximately 3.2 acres in accordance with the Minimum Requirements for a Boundary Survey in the State of North Carolina.

#### B2.40 TOPOGRAPHIC / LOCATION SURVEY:

FEE: \$6,500

Conduct a field survey of the site totaling approximately 3.5 acres of public recreational land encompassing 3.2 acres more or less as described by deed book 287, page 190. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material, and sizes will be located. Location of individual trees is not included.

#### B12.30 SUBSURFACE UTILITY (SUE) MARKINGS – LEVEL B:

FEE: \$4,500

Field mark underground utilities using electromagnetic equipment and mark them with spray paint of the site totaling approximately 3.5 acres of public recreational land encompassing 3.2 acres more or less as described by deed book 287, page 190.. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

**L1.00 ENVIRONMENTAL INVESTIGATION:**

FEE: \$11,450

McAdams will work with Froehling + Robertson (F+R) to delineate (flag in the field) jurisdictional waters of the US and wetlands within the property shown on Exhibit B. Jurisdictional areas will be delineated onsite using the US Army Corps of Engineers (USACE) Routine On-Site Determination method. This method is defined in the 1987 Corps of Engineers Wetlands Delineation Manual. Prior to performing the fieldwork, CWS scientists will consult various references (if available), including: NRCS soil surveys, USGS topographic maps, National Wetland Inventory maps, aerial photographs, and county GIS / topographic mapping. CWS will document intermittent and perennial stream classifications on site utilizing current North Carolina Division of Water Resources methodology. All flagging in the field will be mapped using a sub-foot Trimble Geo7x unit.

F+R will also conduct a preliminary desktop review to determine the presence and potential extent of natural resources including potential threatened and endangered species habitat, and cultural resources within the property shown on Exhibit B of this agreement.

**Conceptual Design Phase****D11.15 PROJECT KICKOFF + CONCEPT ALTERNATIVES:**

FEE: \$7,200

Based on information gathered from the site analysis, site due diligence, and final program based on kickoff meeting (one (1) onsite meeting) discussion, McAdams will develop up to two preliminary concept plans for review by Town staff based on the approved program. McAdams will provide two hand drawn sketches with illustrative concept imagery for review.

The concept plans will depict the overall design concept including:

- | Location and layout of site improvements (softball field, parking, dugouts, fence location, restrooms, gazebos and / or shelters, additional parking, etc);
- | Field orientation and layout, fence and netting locations, and support structures;
- | Key linkages and circulation patterns including internal parking and pedestrian ways;
- | Summary of development standards (required buffers, setbacks, etc);
- | Gateways and entrances to help identify feature areas;
- | Ingress / egress points, perimeter gates and access; and
- | Location and approximate shape / size of shade or shelter structures.

**Schematic Design Phase****A4.10 EXISTING CONDITIONS STREAM ASSESSMENT – 30%:**

FEE: \$18,200

McAdams will conduct a limited geomorphic assessment of ~300 linear feet of Farmer Branch, along the eastern edge of the existing softball field just north of Wetwood Circle. Onsite assessment will include two (2)

representative cross sections, measurement of channel geometry, representative pebble counts for classification, and a bar sample. Fee covers field work to collect the described data and post-processing. Task also includes hydrology development and determination of an appropriate design discharge to inform the stream stabilization design.

#### A4.20 STREAM DESIGN – 30%:

FEE: \$18,100

McAdams will develop preliminary design drawings (30%) for enhancement and stabilization of Farmer Branch along ~300lf of stream paralleling the existing softball field. Proposed recreational improvements and other site constraints will be considered along with any other environmental concerns. Deliverables of this task will include 30% design drawings of the proposed stream stabilization to be considered by the City of Waynesville. This task also includes development of a preliminary cost opinion.

Generally, the deliverable plan set for this task will include the following plan sheets:

- I Preliminary Overall Stream Grading Plan;
- I Generic Stream Details; and
- I Preliminary Stream Planting Plan.

Task also assumes presentation of the 30% design to City Council in-person.

#### A4.30 PRELIMINARY FEMA FLOOD STUDY ANALYSIS – 30%:

FEE: \$14,300

Using effective FEMA engineering models, McAdams will study the potential impacts to base flood elevations along both Richland Creek and Farmer Branch based on the proposed stream stabilization activities and other park improvements. Task includes modeling of up to three (3) different site layouts for the park and stream in each model. Modeling results for each scenario will be summarized in a brief narrative and permitting recommendations for each layout modeled will be provided.

#### D3.10 CIVIL ENGINEERING, SCHEMATIC DESIGN DRAWINGS – 30%:

FEE: \$5,220

Prepare 30% Schematic Design drawings for Dutch Fisher Park for the renovation of storm damaged softball fields.

Deliverables to be provided are listed below:

- I Project Notes;
- I Existing Conditions;
- I Demolition Plan;

- | Grading Drainage and Erosion Control (only basic erosion control features to be shown to include but not limited to:
  - Silt fence, tree protection fence and inlet protection, silt fence outlets, etc); and
- | Detail sheets.

#### D11.21 LANDSCAPE ARCHITECTURE, SCHEMATIC DESIGN DRAWINGS – 30%:

FEE: \$6,200

Using the approved preliminary concept drawing and program as a basis for design, McAdams will refine the preliminary concept drawing to include revisions based on any comments received on the concept alternatives, including the arrangement and selection of hardscape elements, field layouts and plant materials. The chosen concept alternative will be digitized into AutoCAD. These documents will be at a Schematic Design (30%) level. Fee includes bi-weekly online meetings and one in-person meeting to present final plans to Town decision makers.

Deliverables:

- | SD Site Plan; and
- | SD Landscape Plan.

#### D11.70 COORDINATION MEETINGS:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,520

Attend project team meetings during scoped investigation and design phases as requested by the Client. Correspond with the project team to advance the project forward. Includes by-weekly meetings for design coordination estimated at six (6) meetings over three months.

#### L1.01 ARCHITECTURAL SCHEMATIC DESIGN – 30%:

FEE: \$17,200

McAdams will work with McMillan Pazdan Smith on schematic development of floor plans and elevations (and any pre-manufactured recommendations):

- | Two-story press box with storage below;
- | Restrooms facility with concessions stand;
- | Dugouts;
- | Bleacher Seating;
- | Scoreboard; and
- | Up to four (4) concept renderings.

**L1.02 BALLFIELD SCHEMATIC DESIGN – 30%:**

FEE:	\$5,000
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McAdams will coordinate with Fitfields for the design of one softball field.

Design items includes:

- | Backstop and field fencing design;
- | Subsurface field drainage system; and
- | Field location and layout.

**L1.03 COST ESTIMATING:**

FEE:	\$2,310
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McAdams will work with Aiken Cost Consultants to provide an estimate of probable cost for the architecture, landscape, utility work, civil, stormwater and structural engineering improvements based on the latest design documents. The estimate will break site systems down into specific assemblies and line items. They can be used to analyze the cost of each component of the work within each system, to develop some design alternatives for consideration, and to “value engineer” the project if necessary. Pricing will be current and local to the Asheville area and escalated to the appropriate point of construction.

**Visualization Services****D11.65 VISUALIZATION:**

FEE:	\$6,000
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We will create a 3D model of the proposed site design, incorporating Infracore Open Street Map data for site context. The model will include all designed elements, site furnishings, vegetation, materials, and 3D people. The architect will provide 3D models for the features in their scope such as bleachers, press boxes, and scoreboards.

Once the model is complete, we will provide perspective renderings showcasing the design from different angles and perform one round of minor revisions. This scope also includes photo-matching one bird’s eye view to a drone image for accurate context, providing both existing and proposed views. Additional services, such as further modeling, photoshop editing, or other visualizations such as animations and videos can be provided as an additional service.

Our objective is to use 3D visualization as a tool to make better-informed design decisions, enable accurate feedback, and support effective project marketing.



## Extra Services

### J. ADDITIONAL SERVICES:

When requested by the Client and confirmed by the Client and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

### K. REIMBURSABLE EXPENSES:

FEE:	\$3,000
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Applicable items will be billed in accordance with the attached Rate Schedule.

## Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project: schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

## Client Responsibilities

Client shall be responsible for the following:

- I Notification to proceed;
- I Timely approval of sketches presented for Client approval;
- I Timely providing of information from other professional services (architect, geotechnical engineer, etc) as described hereinabove;
- I Payment of all application and permit fees;
- I Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- I Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

## Exclusions

The following services are not included in this Agreement:

- I Offsite utility extensions or roadway improvements (may be quoted if required);
- I Offsite stormwater management facilities, revisions to the existing stormwater infrastructure, or analysis of downstream stormwater system (will be quoted if required);
- I Subsurface Utility Location;
- I Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- I Wetlands delineation and permitting (will be quoted if required);
- I Structural design of retaining walls, headwalls, or stormwater facilities or structures;
- I Traffic Impact Analysis;
- I Color graphics for meetings or marketing purposes (will be quoted if required);

- | Permit application, plans review, or re-review fees;
- | Detailed landscape, hardscape, irrigation, or lighting design (can be quoted separately);
- | Revised directives from Client after design has begun;
- | Acquisition of easements; preparation of offsite easements;
- | Flood studies for the Town of Waynesville or FEMA;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Soils investigations, borings, or compaction tests;
- | Environmental investigations, wetlands permitting, wetlands surveying; and
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

## Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

**McAdams** 



Nick Lowe, RLA | Senior Project Manager  
nlowe@mcadamsco.com | 704. 239. 5088

NL/kt

## Acceptance

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

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

Name: \_\_\_\_\_

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

## Accounting Information

Billing Contact: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_



Fee Schedule

Dutch Fisher Field Renovations / Waynesville, North Carolina

Date March 3, 2025

Project #	SPEC25012.02	Number of Lots				
Phases		Acres				

Task ID	Description	Fee	Fee Basis	CO 1	CO 2	Notes
				<i>Enter Date of CO</i>	<i>Enter Date of CO</i>	

SITE INVESTIGATION PHASE						
B2.10	Boundary Survey (Partial)	\$2,500	Fixed Fee			
B2.40	Topographic / Location Survey	\$6,500	Fixed Fee			
B12.30	Subsurface Utility (SUE Markings - Level B	\$4,500	Fixed Fee			
L1.00	Environmental Investigation	\$11,450	Fixed Fee			
Site Investigation Phase TOTAL		\$24,950		\$0	\$0	

CONCEPTUAL DESIGN PHASE						
D11.15	Project Kickoff + Concept Alternatives	\$7,200	Fixed Fee			
Conceptual Design Phase TOTAL		\$7,200		\$0	\$0	

SCHEMATIC DESIGN PHASE						
A4.10	Stormwater Assessment - 30%	\$18,200	Fixed Fee			
A4.20	Stream Design - 30%	\$18,100	Fixed Fee			
A4.30	Preliminary FEMA Flood Study Analysis - 30%	\$14,300	Fixed Fee			
D3.10	Civil Engineering - Schematic Design Drawings 30%	\$5,220	Fixed Fee			
D11.21	Landscape Architecture - Schematic Design Drawings 30%	\$6,200	Fixed Fee			
D11.70	Coordination Meetings	\$2,520	Hourly Charges			
L1.01	Architectural Schematic Design - 30%	\$17,200	Fixed Fee			
L1.02	Ballfield Schematic Design - 30%	\$5,000	Fixed Fee			
L1.03	Cost Estimating	\$2,310	Fixed Fee			
Schematic Design Phase TOTAL		\$89,050		\$0	\$0	

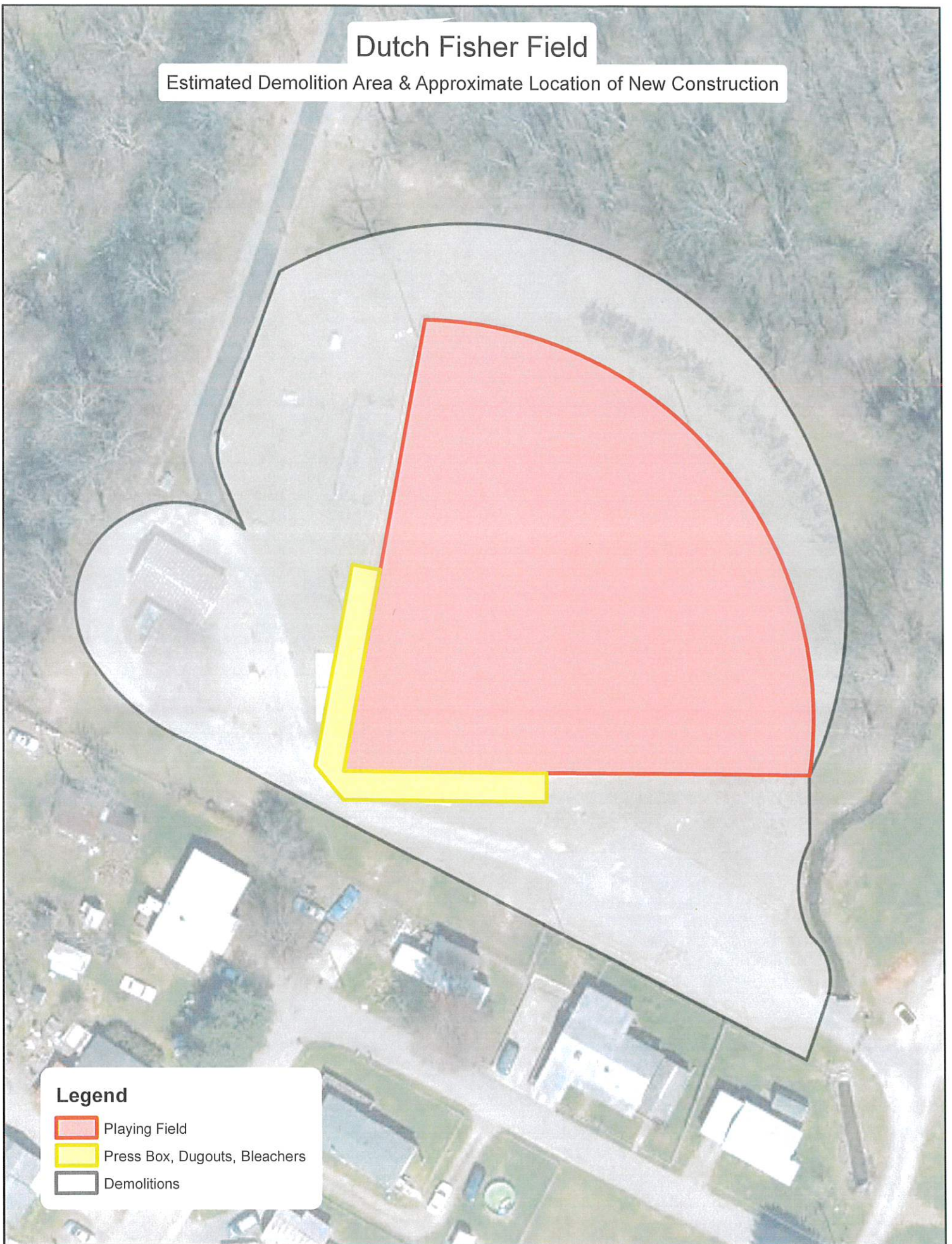
VISUALIZATION SERVICES						
D11.65	Cost Estimating Visualization	\$6,000	Fixed Fee			
Visualization Services TOTAL		\$6,000		\$0	\$0	

REIMBURSABLE EXPENSES						
K.	Reimbursable Expenses	\$3,000	As Needed			
Reimbursable Expenses TOTAL		\$3,000		\$0	\$0	
Current Contract Total		\$130,200		\$0	\$0	
Running Contract Total		\$130,200		\$130,200	\$130,200	



## Dutch Fisher Field

Estimated Demolition Area & Approximate Location of New Construction



### Legend

- Playing Field
- Press Box, Dugouts, Bleachers
- Demolitions



McADAMS

## Hourly Rate Schedule / 2025

### 1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Advisor	\$325 - 250 /hour
Director / Practice Lead	\$165 - 310 /hour
Technical Manager	\$140 - 250 /hour
Project Manager	\$150 - 235 /hour
Assistant Project Manager	\$120 - 185 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 205 /hour
Project Engineer	\$145 - 240 /hour
Graphics + Visualization	\$125 - 140 /hour
Designer / Analyst	\$110 - 170 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 120 /hour
Construction Administration	\$115 - 205 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$200 - 225 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$95 - 135 /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.

Client's Initials \_\_\_\_\_ Date \_\_\_\_\_





## Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
  - Outline the services rendered and state the client's past due balance.
  - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
  - State the procedures for payment to remove halts and ratify current account status.
- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

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Date:

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## Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

### 1. Payment:

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

### 2. Notification of Breach or Default:

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

### 3. Ownership of Instruments of Service:

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

**4. Change Orders:**

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

**5. Site Operations:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

**6. Project Site:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

**7. Assignment and Third Parties:**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**8. Survival:**

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

**16. Termination:**

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

**17. Severability:**

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

**18. No Waiver:**

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

**19. Merger, Amendment:**

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

**20. Choice of Law:**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.