

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: October 14th, 2025 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. September 23, 2025 Regular Meeting Minutes
 - b. Call for a Public Hearing for November 18, 2025, to consider text amendments to Flood Damage Prevention Ordinance, Land Development Standards (LDS 12.3.3.B).
 - c. Call for a Public Hearing for November 18, 2025, to consider a request for annexation for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).
 - d. Call for a Public Hearing for November 18, 2025, to consider a map amendment (rezoning) for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).
 - e. Budget Amendment for the Parks and Recreation Department
 - f. Budget Amendment for the PW Salaries
 - g. Budget Amendment for the Fire Department
 - h. Budget Amendment for the Waynesville Police Department
 - i. Approval of updates to the Town of Waynesville Personnel Policy.
 - j. Windows 10 End of Life Maintenance Budget Amendment
 - k. Appointment of Carolyn Kemmett to the Waynesville Public Art Commission

Motion: To approve the consent agenda as presented.

E. PROCLAMATION

3. Pregnancy and Infant Loss Awareness Month Proclamation
- Mayor Gary Caldwell

F. PRESENTATIONS

4. Review of Council Requested information on Sales tax
- Ian Barrett, Finance Director & Page McCurry, HR Director
5. Presentation by Mackey McKay
- Mackey McKay
6. Public Presentation on the Town of Waynesville's Stormwater Program, General Stormwater Issues, and Erosion and Sedimentation, as Required by the NPDES Permit.
- Tyler Anderson, Stormwater Coordinator, Development Services, Christine O'Brien, Haywood Waterways, Olga Grooman, Development Services

G. NEW BUSINESS

7. Proposed update to the *Town of Waynesville Boards and Commissions Manual* regarding Zoning Board of Adjustment vacancy appointments.
- Olga Grooman, Assistant Director of Development Services

Motion: To adopt the proposed revisions to the Town of Waynesville Boards and Commissions Manual as presented (or amended).

8. Approval of Construction Contract for Bi-Lo Pavilion Reconstruction
- Luke Kinsland, Recreation Director

Motion: To approve the construction contract with Enterprises G in the amount of \$103,000 for the reconstruction of the Bi-Lo Pavilion, with a project completion timeline of six weeks from the start date, and to authorize Town staff to execute the necessary contract documents.

9. Recommendation to Award Contract for Parks and Recreation Master Plan Professional Services
- Luke Kinsland, Recreation Director

Motion: To recommend award of contract to Withers-Ravenel in the amount of \$82,000 to conduct professional services for the development of the Town of Waynesville Parks and Recreation Master Plan, and to authorize staff to proceed with execution of the agreement and related documents per North Carolina General Statutes.

10. Amendment to Solid Waste Fee Schedule – Addition of Cart Replacement and Purchase Fees

- Hutch Reese, Deputy Director of Operations

Motions:

1. Approve the amendment to the Solid Waste Fee Schedule to include the cart replacement and purchase fees as proposed.

2. Authorize staff to update the published Solid Waste Fee Schedule to reflect the approved changes.

11. Budget Amendment for Fire Department

- Assistant Fire Chief Cody Parton

Motion: Approve the Budget Amendment.

H. COMMUNICATION FROM STAFF

12. Manager's Report

- Town Manager, Rob Hites

13. Town Attorney's Report

- Town Attorney, Martha Bradley

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. CLOSED SESSION

14. Closed Session

- Mayor and Town Council

Motion: To enter into closed session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

K. ADJOURN



TOWN OF WAYNESVILLE

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 Waynesville, NC 28786
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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	
Saturday, October 11	Church Street Festival
Saturday, October 18	Apple Harvest Festival
Tues. October 28	Town Council Meeting – Regular Session
Frid, October 31	Treats on the Street
Sat, November 1	Hazelween
Tues. November 11	NO COUNCIL MEETING-Veterans Day
Tues. November 18	Town Council-Special Called Meeting
Sat. November 22	Christmas Tree Lighting
Tues. November 25	Town Council Meeting – CANCELLED
Thurs and Fri Nov 27, 28	Town Offices Closed-Thanksgiving
Monday, December 1 st	Christmas Parade
Monday, December 7	Hazelwood Christmas Parade
Tues. December 9	Town Council Meeting – Regular Session
Wed-Fri, Dec 24, 25, 26	Town Offices Closed-Christmas

Board and Commission Meetings – October 2025

ABC Board	ABC Office – 52 Dayco Drive	October 21st 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	October 14th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	Every Other Month-November 18th 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	October 21st 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	October 2nd 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	October 1st 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	October 20th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	October 9th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	October 20th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	October 22nd 4 th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
September 23, 2025

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, September 23, 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
Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Deputy Manager
Candace Poolton, Town Clerk/Assistant to the Manager
Martha Bradley, Town Attorney
Luke Kinsland, Recreation Director
Alex Mumby, Land Use Administrator
Olga Grooman, Assistant Development Services Director
Elizabeth Teague, Development Services Director
Ricky Bourne, Public Services Director
Ian Barrett, Finance Director
Fire Chief Chris Mehaffey
Page McCurry, Human Resources Director

The following members of the media were present:

Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Council meeting is October 14th and Church Street Craft Show is October 11th.

B. PUBLIC COMMENT

There were 10 public commenters: Ashley Nesbitt, Kenny Mull, Kevin Ensley, Eva Hansen, Taryn Estes, Delaney Buchanan, Rhonda Buchanan, Mark Caldwell, Tyler Beamer, and Samantha Young. They all expressed support for girls softball and keeping Dutch Fisher Field.

Councilmember Feichter emphasized that the Town is not talking about closing Dutch Fisher, that they are discussing fixing Dutch Fisher. Councilmember Sutton referenced the agenda and said they are fixing Dutch Fisher and expanding the program.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to place agenda item 4, "Waynesville Ballfield Rebuild Proposal – Council Summary", before agenda item 3. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to add "Energy Efficiency Day Proclamation" and "Approval of two resolutions and Capital Improvement Plan Amendment for State Resolving Grant/Loan Applications" to the agenda and to approve the agenda as amended. 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 September 9, 2025 Regular Meeting Minutes
 - b. Motion to approve the Haywood Heros Special Event Permit
 - c. Motion to approve the Holiday Night Market Special Event Permit
 - d. Motion to approve the Budget Amendment for Development Services
 - e. Motion to approve the Budget Amendment for the Sewer Plant Repairs and Improvements
 - f. Motion to approve the Budget Amendment for the Town Council Budget
 - g. Motion to appoint Tommy Rose to the Planning Board
 - h. Motion to approve the addition of Certified Arborist Certification to Appendix A of the Town of Waynesville Personnel Policy.
 - i. Motion to approve the one-year contract for social media archiving through Sharp Archive in the amount of \$1,191.24.

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

E. PRESENTATIONS

3. Waynesville Ballfield Rebuild Proposal – Council Summary
 - Nick Lowe, McAdams

Recreation Director Luke Kinsland reported per Federal guidelines, staff put out an RFQ for bids to create a more flood resilient facility so that FEMA can reimburse town funds. He emphasized that the intention was to always keep Dutch Fisher field where it is.

Nick Lowe with McAdams presented cost overview and features of the ball fields. He said that McAdams staff walked the sites with FEMA and learned how they can make the fields more resilient against flooding for the next 50 years. He said that Dutch Fisher is the most susceptible to flooding because it is between two creeks. Mr. Lowe said the bathrooms have been condemned. Mr. Hites explained the coordination with FEMA and said they've been waiting on the restoration value from them for four months, and in order to get 100% of the restoration value, FEMA wants to see a project that makes the space less susceptible to flooding.

Mr. Lowe outlined the cost estimates and features of each project:

- **Dutch Fisher Field (original site):**
 - Estimated total cost: **\$3,156,115**
 - Includes restroom, parking, stream restoration, greenway connection, and full ballfield renovations.
 - High costs and FEMA repayment risks make this option financially challenging.
- **Vance Street Field (renovation option):**
 - Estimated cost: **\$2,297,123**
 - Value engineering (removing press box, drainage, and lighting) lowers cost to **\$1,800,139**
- **New Proposal – Recreation Park Relocation:**
 - Construct a youth softball field at **Waynesville Recreation Park**.
 - Estimated cost: **\$350,000**
 - Dutch Fisher Park could instead become a **multi-use field and greenway trailhead**, reducing flood risk concerns.

Mr. Lowe said they considered relocating the softball field to Recreation Park since a lot of the infrastructure needed is already there and that would achieve a cost savings of approximately \$2.6 million, while still providing upgraded ballfield facilities and enhancing community recreation. Mr. Hites said they could restore Dutch Fisher as it was and create the new location at Rec Park which means there would be two girls softball fields. Mr. Hites said that lighting is not FEMA reimbursable because it didn't flood, but the electric department can install the lighting to help cut costs.

Councilmember Sutton encouraged everyone to contact their federal and state representatives and encourage them to advocate for FEMA funds in Waynesville. Mr. Kinsland stated that with the help of the advisory commission, they are looking at grants to pull in more money to help rebuild the parks. Councilmember Dickson thanked the people that shop in Waynesville and people who live in Waynesville and pay property taxes, because those funds support the recreation facilities. He said that 80% of the people that use the facilities do not live in Waynesville, and he encouraged the County to contribute funds to help support the facilities.

4. Presentation by Mackey McKay

- Mackey McKay

Mr. McKay explained the importance of youth athletics. He said he could get a group of volunteers to help get the Dutch Fisher field operational again, but it would also cost money. Mayor Caldwell asked Mr. McKay how much it would cost to fix the Dutch Fisher field and Mr. McKay could not provide an estimate at that time

but said the Elks Lodge used \$150,000 in donations and grants to repair their field. He added that a new fence would probably cost \$60,000. Mayor Caldwell requested that Mr. McKay put together an estimate for the rebuilding of Dutch Fisher field. Mr. McKay said it would probably cost \$40,000 to rebuild the outfield and he wasn't sure about the infield. Councilmember Fiechter asked what could be constructed or fixed the quickest. Mr. Hites said if they have volunteer efforts, that would be the best option.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to accept Mr. McKay's presentation for information. The motion passed unanimously.

Councilmember Sutton emphasized that the proposed Vance Field may be finished before Dutch Fisher field.

A member of the audience pointed out that the Vance field construction would make it so that the girls have somewhere to play while Dutch Fisher is being restored. Mr. Kinsland said the goal is to provide a softball field and explore the idea of scheduling tee ball and softball on the same field in the meantime. He added that the vision and mission of Parks and Rec is to meet the goals of all age groups. Mr. Lowe said that bases and fences can be designed to be moveable so that multiple age groups could be accommodated on the same field.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, that the Town Council renovation of the Rec Park Athletic Field for use as a softball field at an estimated cost of \$350,000. This renovation provides an estimated cost savings of approximately \$2.6 million compared to rebuilding at Dutch Fisher as a flood resistant athletic facility. Dutch Fisher Park will be renovated to use in the same footprint as before the flood once we have the cost estimate. The motion passed unanimously.

5. Presentation of Dog Park Design by Civil Design Concepts (CDC)

- Luke Kinsland, Recreation Director

Mr. Jesse Gardner with the CDC presented the proposed dog park design. He showed the dog park to be at the northwest corner of Vance Park and described the lot as being almost .75 acre. He said the dog park will have proper draining, be safe, and easier to access with the location of the sidewalk and its own parking lot. He described the plan as having exterior down lit lighting, high-quality mulch, and shade structures over the benches. He said the plan would cost \$500-\$600,000 and the town could save money by doing the electric themselves.

Councilmember Feichter asked how large the shade structures will be. Mr. Gardner said there is \$30,000 budgeted for landscaping, which would include trees. Mr. Kinsland suggested repurposing the benches and adding shade structures to them. Councilmember Sutton said full grown trees could be moved to the dog park for shade, but Mr. Gardner said that's usually a very expensive process.

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to accept the presentation for information. The motion passed unanimously.

F. PUBLIC HEARING

6. A public hearing to consider text amendments related to signage (LDS Chapters 4, 11, 17).

- Alex Mumby, Land Use Administrator

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to open the public hearing at 7:39pm. The motion passed unanimously.

Land Use Administrator Alex Mumby reported that Staff has been working with the Planning Board to update regulations related to signage. He said these included the clarification of how signs within murals are interpreted, the scale of signage in Regional Center and Commercial Industrial districts, clarification for portable signs, replacing the term “Master Development” with multi-tenant shopping centers, new guidelines for dimensions of neighborhood entrance signs, updating the treatment of facsimile signs, combining of Temporary Sign sections, and the updating of references to the General Statutes.

Councilmember Sutton asked if the political signs ordinance can be altered in the middle of a political campaign. Development Services Director Elizabeth Teague clarified that the ordinance is being updated in accordance with state statutes. She suggested that Council impose a portion of the ordinance after the election. Town Attorney Martha Bradley said Council could make a motion to approve the ordinance with an amendment that would have Section 11.5.12 effective after the election, December 1st.

Councilmember Sutton asked about the truck in front of Pioneer Seed and Supply. Mr. Mumby said that would fall into a facsimile sign. Councilmember Freeman emphasized that the Pioneer Seed and Supply truck would stay.

There was no public comment.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 8:03pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to find the Draft Ordinance for a text amendment consistent with the 2035 Comprehensive Plan in that it creates walkable and attractive neighborhoods and commercial centers and reinforces the unique character of Waynesville. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to approve the adoption of the text amendment as amended to delay the effective date of 11.5.12 to December 1st, 2025. The motion passed unanimously.

F. PROCLAMATION

7. Energy Efficiency Day Proclamation

- Mayor Gary Caldwell

Councilmember Dickson summarized the proclamation that proclaims October 8th, as Energy Efficiency Day. He said that on October 4th at the Shelton House, the ESB will be tabling and educating residents on how to save energy.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to have the mayor sign the proclamation. The motion passed unanimously.

G. NEW BUSINESS

8. Update Town of Waynesville Personnel Policy Article IV. Recruitment and Employment Section 2. Recruitment, Selection, and Appointment
 - Page McCurry, Human Resources Director

Ms. McCurry introduced recent changes enacted by Session Law 2025-16 (effective October 1, 2025) which mandates all counties and cities in North Carolina to conduct criminal history record checks for applicants seeking employment in positions that involve working with children. She explained that according to the new statutes (G.S. 153A-94.2(b) for counties and G.S. 160A-164.2(b) for cities), local governing boards are required to ensure that all applicants for these roles undergo a fingerprint-based criminal record check through the North Carolina State Bureau of Investigation (SBI).

Ms. McCurry explained how the new requirement changes the Town's existing hiring process in a few essential ways:

- The Town must extend a **conditional offer of employment** which must explicitly state that the final hiring decision is contingent upon the results of the SBI criminal history record check. There is an example of this conditional offer of employment in your agenda packet for reference.
- Once a conditional offer is accepted, the applicant will be responsible for completing and submitting the required forms and undergoing electronic fingerprinting at a law enforcement agency. Ms. Angel has already been in contact with the Haywood County Sheriff's Department to establish the necessary relationships and guidelines to assist applicants in this part of the hiring process.
- The SBI criminal history record check process does not happen quickly. The discussions I've had with Town of Waynesville Police Department Administrative Assistant, Diane Robinson, suggests that each record check can take up to two weeks to complete. Please keep in mind that our current hiring process does not require a background check until after the candidate onboards with the Town, and the new requirement will significantly increase the time it will take to hire qualified candidates in specific roles with the organization.
- At the time the SBI criminal history record check is complete, the individuals authorized by the SBI to review the results, which include HR Coordinator Brittany Angel and myself, must review the applicant's record and consider the results in a final hiring decision.
- A confounding issue with the new law is that it does not provide a definitive list of offenses that automatically disqualify an applicant from employment in a role working with children. SL 2025-16, states that the SBI authorized individuals "may consider the results of these criminal history record checks in its hiring decisions".

She emphasized that she and Ms. Angel are not permitted to discuss the details of the criminal history record with the hiring manager or department head and that they must only disclose a hiring recommendation upon review of the criminal history record.

She said another important aspect of the new law is that the results of an SBI criminal history record check conducted for a role working with children, such as a Childcare Aide or a Summer Camp Counselor, cannot be used to disqualify an applicant from a different role, such as a Maintenance Technician or Code Enforcement position, that does not involve working with children. She said that her and Ms. Angel are bound by

confidentiality to safeguard this information as it pertains to all future instances of a disqualified applicant applying for other roles within the organization.

To moderate the impacts of this new unfunded mandate, the HR Department recommended starting the recruitment process for seasonal Summer Camp Staff personnel earlier than normal and instituting the incentive of hiring bonuses for new hires who patiently waded through the new process. Additionally, she explained that the Parks & Recreation Department could use this mandate as an opportunity to set the Town's children's programming apart from competitors as a safer option for families in the community, ultimately increasing the demand for our services.

Councilmember Sutton said that puts HR in a precarious position. Attorney Bradley said most of the disqualifications are already felonies, which Council has already voted to not hire anyone with a felony conviction.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve the implementation of the new criminal history record check requirements as mandated by Session Law 2025-16, effective October 1, 2025. This motion includes the following actions:

- ***Adoption of Policy Updates: To revise our personnel policies and procedures to require criminal history record checks for all applicants for positions that involve working with children, in compliance with G.S. 153A-94.2(b) and G.S. 160A-164.2(b).***
- ***SBI Coordination: To designate appropriate personnel to coordinate with the North Carolina State Bureau of Investigation (SBI) for the execution of fingerprint-based criminal record checks, ensuring compliance with G.S. 143B-1209.26.***
- ***Training and Communication: To provide necessary training to staff involved in the hiring process regarding the new requirements and to communicate these changes effectively within the organization.***
- ***Review of Position Descriptions: To review and assess current job descriptions to identify positions that require the criminal history record check based on responsibilities involving work with individuals under 18 years of age.***
- ***Compliance Monitoring: To establish a process for ongoing monitoring and compliance with these new requirements.***

The motion passed unanimously.

9. Reassignment of Jan Grossman and Jessi Stone. Appointment of Jan Grossman as Regular Member and Jessi Stone as Alternate Member of the Zoning Board of Adjustment (ZBA).
 - Olga Grooman, Assistant Development Services Director

Ms. Grooman reported that on August 12, 2025, the Town Council appointed two new members- Jessi Stone and Mary Ford- to the Zoning Board of Adjustment (ZBA), replacing former Regular Members- Henry Kidder and Joshua Morgan. She cited Waynesville's *Boards and Commissions Manual*, "Vacancies shall be filled for the remainder of the unexpired term of the person being replaced." Since departing members were Regular Members of the ZBA, she said the newly appointed individuals were appointed as Regulars in their place, per the *Manual*.

Ms. Grooman said that Jessi Stone has since expressed desire to serve as an alternate member in order to observe and learn quasi-judicial procedures. She said that Jan Grossman, a current alternate member, expressed interest in being a regular ZBA member. She explained that Jan has served on the ZBA since March 11, 2025, and previously served on the Planning Board and that the reassignment would better align both members' experience with the roles on the ZBA.

Council requested that staff revise the Boards and Commissions Manual to specify that Council consider alternates when a regular vacancy opens up and that person then serves the remainder of that person's term.

A motion was made by Councilmember Feichter, seconded by Councilmember Dickson, to reassign Jan Grossman as a Regular Member and Jessi Stone as an alternate member of the Zoning Board of Adjustment. The motion passed unanimously.

10. SRF Loan/Grant application for Browning Branch and Little Champion Pump Station

- Rob Hites, Town Manager

Town Manager Rob Hites reminded Council that in the spring funding cycle, McGill Associates drafted a State Revolving Loan application to fund the Little Champion Pump Station in which the Town was expecting to receive considerable loan forgiveness due to its status as a Helene storm victim and Distressed Community. He said the application was funded but the State provided no "Principal Forgiveness". He said because of the background work that McGill had done on the \$8.7 million dollar loan, they were able to apply for the new loan on the short notice given by the State. He reported that McGill is requesting that Waynesville compensate them \$4,000 for the application and in addition to the new Little Champion Loan application, they recommend that the Town contracts with them to prepare a loan application with the opportunity for loan forgiveness to rebuild the Browning Branch Water Pump Station. Mr. Hites stated that this station needs redesign and rehabilitation and that the water pump station funding comes from a different funding source than the sewer loan/grants we have been targeting for Little Champion Sewer Pressure Pump Station. He referenced the attached proposal that outlines their services in preparing a competitive application that should score very highly in the State's process. He said that the costs for preparing these grants is significantly reduced from previous proposals due to the background material that the grant writers accumulated when they prepared the original Little Champion loan application. He said that McGill proposed to draft the Browning Branch water loan application for \$6,500 and the proposal for both applications is \$10,500 with one application to be funded through the sewer fund and the other through the water fund.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve McGill's proposal. The motion passed unanimously.

11. Approval of two resolutions and Capital Improvement Plan Amendment for State Resolving Grant/Loan Applications.

- Rob Hites, Town Manager

Mr. Hites reported that the State continues to offer grant/loan opportunities for rebuilding infrastructure in Helene damaged areas. He said that Waynesville was awarded \$5 million dollars of its \$8.65 million dollar "Little Champion" pump station and that they will apply for the remaining funds in the upcoming cycle. He said the State is also offering SRF grant/loans for water and wastewater projects in the spring cycle. Mr. Hites

presented two resolutions, one that gives the staff permission to apply for a \$2,500,000 “Resiliency Project” at the Waste Treatment Plant which would help flood proof the building and move the contact chlorinator of the flood zone and the other that would amend the Town’s Capital Improvement Plan to include the projects outlined in the resolutions. You will find the Amended Capital Improvement with the \$3,650,000 Little Champion and \$2,500,000 Resiliency Upgrade added to the 2026 fiscal year.

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to approve the Resolution amending the Capital Improvement Plan. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve the Resolution permitting the staff to apply for the SRF grant/loan. The motion passed unanimously.

I. COMMUNICATION FROM STAFF

12. Manager’s Report

- Town Manager, Rob Hites

Town Manager Hites said the state recently awarded the Town the \$5 million dollar grant for the sewer grant.

13. Town Attorney’s Report

- Town Attorney, Martha Bradley

There was nothing to report.

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Caldwell thanked staff for the Public Art fundraiser, Chefs On Fire. Councilmember Freeman reminded everyone of the Helene Recovery Day and Public Safety Day on Saturday. Councilmember Feichter said the merchant social went very well. Mayor Caldwell asked Ms. Teague about the For Sale sign above the Music Men sculpture on Miller Street. She said they spoke with Mr. Davis, the property owner, and Ron Breese. She said the bank asked them to put the signs out. Ms. Teague said they don’t regulate content of temporary signs and usually they permit those signs. However, Ms. Teague explained that hanging banners is not allowed in a historic district. Ms. Teague said that Mr. Davis will move it, but not voluntarily. She emphasized that they should enforce the ordinance. She explained that governments are exempt from the ordinance in the carrying out of their duties, which Council discussed and that schools are a government function and therefore the Tuscola sign should stay. Ms. Teague said they will send a Notice of Violation to the property owner.

K. ADJOURN

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to adjourn at 8:56pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

DRAFT

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025**

SUBJECT: Call for a Public Hearing for November 18, 2025, to consider text amendments to Flood Damage Prevention Ordinance, Land Development Standards (LDS 12.3.3.B).

AGENDA INFORMATION:

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

BRIEF SUMMARY:

During a recent visit by FEMA and the NC Department of Public Safety, Emergency Management Division, that was conducted to ensure the Town's compliance with floodplain permitting requirements, the auditors noted that the Town's ordinance has mandatory survey requirement. Specifically, it requires a plot plan certified by a licensed surveyor or engineer for *all* development applications within the floodplain, which would include minor projects, such as HVAC replacements, heat pump changes, or interior remodels.

While the state Model Flood Damage Prevention Ordinance has this survey provision as optional, Waynesville's ordinance currently makes it mandatory. Staff find such requirement to be unreasonable for smaller projects as it places unnecessary cost burdens on property owners and causes construction delays.

Staff propose amending the ordinance to remove a mandatory survey requirement for all projects in the floodplain. Instead, this requirement would be left to the discretion of the Floodplain Administrator, who will determine the need for the certified survey based on the scope of the project. Certified plot plans and surveys would still be required for all subdivisions, and major site plans in accordance with LDS.

SUGGESTED MOTION:

1. Motion to call for a public hearing for November 18, 2025, to consider text amendments to Flood Damage Prevention Ordinance, LDS 12.3.3.B.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

- Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT ORDINANCE FOR BOARD CONSIDERATION

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, clarifying local floodplain regulations could promote community resilience and ensures timely review of floodplain applications; and

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendment to the Land Development Standards (LDS) and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest, and recommends the text amendment for its enactment by the Town Council; and

WHEREAS, the Town Council adopted the 2035 Comprehensive Plan to “enable the growth of a vibrant, healthy, and successful community,”

WHEREAS, the Town Council find this ordinance consistent with the Town’s 2035 Comprehensive Land Use Plan and that it is reasonable and in the public interest, to clarify floodplain regulations and promote public safety and community resilience, specifically meeting the following Comprehensive Plan goal:

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

- Encourage infill, mixed-use and context-sensitive development.

WHEREAS, after notice duly given, a public hearing was held on **October 20, 2025**, at the regularly scheduled meeting of the Waynesville Planning Board, and on ____ 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:

1. Amend section 12.3 Flood Damage Prevention as follows:

12.3.3.B. Floodplain Development Application, Permit and Certification Requirements:

1. Application Requirements. Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:

- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Section 12.3.2.B, or a statement that the entire lot is within the Special Flood Hazard Area;
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Section 12.3.2.B;
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Section 12.3.2.B;
 - (v) The Base Flood Elevation (BFE) where provided as set forth in Sections 12.3.2.B; 12.3.3.C; or 12.3.3.D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 - (vii) The certification of the plot plan by a registered land surveyor or professional engineer, **unless it is deemed unnecessary by the Floodplain Administrator and no other ordinance requires such certification.**

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 TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: October 14, 2025**

SUBJECT: Call for a Public Hearing for November 18, 2025, to consider a request for annexation for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).

AGENDA INFORMATION:

Agenda Location: **Call for Public Hearing**
Item Number:
Department: Development Services
Contact: Olga Grooman, Assistant Development Services Director
Presenter: Olga Grooman, Assistant Development Services Director

SUMMARY:

On September 18, 2025, the Town received the attached Petition for Annexation for a contiguous area from Herman E. Ratchford Jr, Manager of Triangle Real Estate of Gastonia, Inc. The petition is for a parcel at 1399 Plott Creek Road, Waynesville, NC (PIN 8605-32-8929). The property is approximately 5.48 ac. It is contiguous to the existing corporate limits of Waynesville, and it is a proposed site of the second phase of the Palisades at Plott Creek apartment complex, adjacent to the existing phase I.

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

Following the annexation, the applicant will proceed through the zoning assignment process, which includes review by the Planning Board and final action by the Town Council.

MOTION FOR CONSIDERATION:

1. To adopt the attached resolution and schedule a public hearing for November 18, 2025, to consider the Annexation Petition.

FUNDING SOURCE/IMPACT:

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

ATTACHMENTS:

- Resolution
- Petition
- Plat, metes and bounds description
- Municipal boundaries and zoning maps
- Agent Authorization Forms

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

RESOLUTION TO CONSIDER
R-23-25

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 November 18, 2025, during the regularly scheduled meeting of the Council, at 6:00 pm or close to that time within the agenda of the meeting, in the Town Board Room at 9 South Main Street, Waynesville, NC 28786; and
2. To direct the Town Clerk to notice the public hearing in the Mountaineer at least 10 days prior to the meeting; and
3. To post the property in at least three locations providing additional notice to the public.

Adopted this 14th Day of October, 2025.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

**TOWN OF WAYNESVILLE
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: 9/18/25

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.

PIN #8605-32-8929 DB 1055 PG 1204 5.4 Ac +/-
--

Herman F. Ratchford Jr.

Name Triangle Real Estate of Gastonia, Inc. Signature 

Address 1399 Plott Creek Road Mailing: P.O. Box 4158, Gastonia, NC 28054

Name _____ Signature _____

Address _____

Name _____ Signature _____

Address _____

(Attach additional sheet if necessary)

NOTES

* THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE.

* THIS PROPERTY MAY BE SUBJECT TO OTHER RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED, NOT SHOWN HEREON.

* THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.

* PART OF THE SUBJECT PROPERTY IS IN A SPECIAL FLOOD AREA PER FLOOD INSURANCE RATE MAP NO. 3700860500J, EFFECTIVE DATE: 04/03/2012. ZONE AE LINES SHOWN ON SURVEY ARE SHOWN APPROXIMATELY BASED ON THE NORTH CAROLINA FLOOD RISK INFORMATION SYSTEM.

* ALL UTILITIES SHOWN HEREON ARE BASED ON ABOVE-GROUND EVIDENCE AND SHOULD BE CONSIDERED APPROXIMATE.

* NO DEED OF EASEMENT FOUND FOR OVERHEAD UTILITY LINES.

* ALL BOUNDARY MONUMENTS ARE FLUSH WITH ADJACENT GRADE UNLESS OTHERWISE NOTED. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

* AREAS CALCULATED BY COORDINATE GEOMETRY METHOD.

* PROPERTY IS SUBJECT TO NON-ENCROACHMENT AREA PER HAYWOOD COUNTY FLOOD PREVENTION ORDINANCE. MINIMUM 20' FROM TOP OF BANK FOR STREAMS WITHOUT FLOODWAY.

* PLOTT CREEK ROAD - S.R. 1173 HAS A MAINTENANCE RIGHT-OF-WAY, EXCEPT WHERE NCDOT ACQUIRED RIGHT-OF-WAY FEE SIMPLE IN D.B. 701, P. 453.

* NORTHERN BOUNDARY LINE OF SUBJECT PARCEL RUNS WITH THE CENTERLINE OF PLOTT CREEK ROAD - S.R. 1173.

LOT 1 OF THE LINDA S. PLOTT TRACT
2016E, P. 27
D.B. 470, P. 1072
CAB D, P. 2527
PIN: 8605-33-6754

MONTRAVILLE VON PLOTT
D.B. 974, P. 1612
CAB D, P. 2527
PIN: 8605-33-6288

WILLIAM GEORGE PLOTT &
PATRICIA GAIL EDWARDS
D.B. 826, P. 593
PIN: 8605-23-9594

STONE HAVEN FARMS ESTATE, LLC
D.B. 850, P. 169
PIN: 8605-31-1908

SUBJECT PROPERTY
1399 PLOTT CREEK RD
TRIANGLE REAL ESTATE OF GASTONIA INC
D.B. 1055, P. 1204
CAB D, P. 1684
PIN: 8605-32-8929
5.48± ACRES

STATE PLANE COORDINATES FOR THIS SURVEY WERE OBTAINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY, AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

HORIZONTAL POSITIONAL ACCURACY: 0.02m
TYPE OF GNSS FIELD PROCEDURE: STATIC (POST-PROCESSED USING OPUS-RS AND TOPCON TOOLS SOFTWARE)
DATE OF SURVEY: FEBRUARY 15, 2018
DATUM: NAD83(2011)
GEOID MODEL: GEOID 12B
LOCALIZATION POINT: N: 652,423.69, E: 804,334.03
COMBINED SCALE FACTOR: 0.99975000
UNITS: U.S. SURVEY FEET

I, ROBERT J. EARLEY, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOKS AS NOTED) USING TRADITIONAL FIELD PROCEDURES; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND ARE DRAWN FROM INFORMATION FOUND IN DEED AND PLAT BOOKS AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED ([21 NCAC 56.1603]) IS 1:10,000 OR BETTER; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA ([21 NCAC 56.1600]); THAT THE GROUND SURVEY WAS PERFORMED ON FEBRUARY 11th, 2022 AND UPDATED ON SEPTEMBER 10th, 2025.

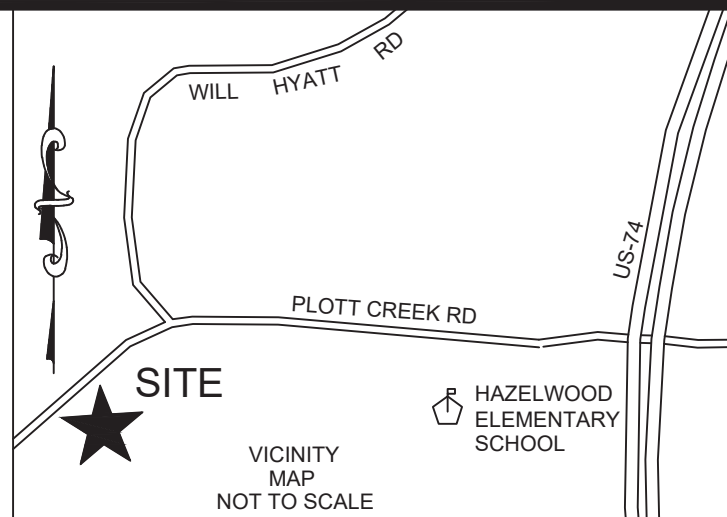
I ALSO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED AND IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S. 47-30(F)(11)

(c1) THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL

DATE: SEPTEMBER 11th, 2025

ROBERT J. EARLEY
N.C. PROFESSIONAL LAND SURVEYOR



N.C. GRID NAD83(2011)

TRIANGLE PALISADES AT
PLOTT CREEK, LLC
D.B. 1041, P. 1966
PIN: 8605-42-0093

LEGEND

- UNMARKED POINT
- ⊙ CORNER FOUND (AS DESCRIBED)
- ⊙ 5/8" REBAR TO BE SET WITH HG CAP
- ▲ NAIL SET
- △ NAIL FOUND
- PROPERTY LINE (SURVEYED)
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- EDGE OF WATER
- STORM LINE
- FENCE (AS DESCRIBED)
- 20' NON-ENCROACHMENT
- OVERHEAD UTILITY LINE
- AG --- ABOVE GROUND
- BG --- BELOW GROUND
- CMP --- CORRUGATED METAL PIPE
- FIRE HYDRANT
- GUY ANCHOR
- PIN --- PARCEL IDENTIFICATION NUMBER
- CAB --- PLAT CABINET
- UTILITY POLE
- RBC --- REBAR WITH CAP
- RBF --- REBAR FOUND
- CO --- SANITARY SEWER CLEAN OUT
- SSMH --- SANITARY SEWER MANHOLE
- 4 --- SIGN
- ⊙ --- WATER METER
- ⊙ --- WATER VALVE

BOUNDARY SURVEY OF
THE PROPERTY OWNED BY:

Triangle Real Estate of Gastonia INC

PIN: 8605-32-8929

D.B. 1055, P. 1204, CAB D, P. 1684

WAYNESVILLE TOWNSHIP

HAYWOOD COUNTY, NORTH CAROLINA

SCALE: 1" = 50' 09/10/2025

ROBERT J. EARLEY, PLS

JOB# 22026

DRAWN BY: J. EARLEY & J. SEPULCHRE CHECKED BY: J. EARLEY
COMPANY LICENSURE # C-2806

HOLMES
G E O S P A T I A L

300 RIDGEFIELD CT., STE. 301, 28806
P.O. BOX 17335, ASHEVILLE, NC 28816
PHONE: (828) 225-6562

TRIANGLE PALISADES AT
PLOTT CREEK, LLC
D.B. 1041, P. 1966
PIN: 8605-42-0093

50' 25' 0' 50' 100' 150' 200'

Lying and being situated in the Town of Waynesville, Haywood County, North Carolina, having a parcel identification number listed with Haywood County GIS of: 8605-32-8929, and being more particularly described as follows with all distances being horizontal ground distances in U.S. survey feet.

BEGINNING at a 5/8" rebar found 0.1' above adjacent grade in the margin of Plott Creek Road (SR 1173) having NC Grid NAD83 (2011) coordinates of Northing: 653,430.59' and Easting: 804,026.70', said rebar also being the common northwestern corner of the Triangle Palisades At Plott Creek, LLC property described in Deed Book 1041, Page 1966 in the Haywood County Register of Deeds; thence with the western line of the aforementioned property the following two (2) calls:

- 1) S 4°59'58" W 321.32' to a rebar found 0.2' above adjacent grade with plastic cap stamped "Ensley";
- 2) S 4°55'16" W 482.22' to a 5/8" rebar found 0.1' above adjacent grade having NC Grid NAD83 (2011) coordinates of Northing: 652,630.25' and Easting: 803,957.35'; also being the common northeastern corner of the Stone Haven Farms Estate, LLC property described in Deed Book 850, Page 185 in the Haywood County Register of Deeds;

thence with northern line of the aforementioned property, N 85°07'19" W 268.58' to a 1/2" rebar found flush with adjacent grade with plastic cap stamped "L-2870"; also being the common northwestern corner of the aforementioned property and lying in the eastern line of the Stone Haven Farms Estate, LLC property described in Deed Book 850, Page 169 in the Haywood County Register of Deeds; thence with the eastern line of the aforementioned property the following five (5) calls:

- 1) N 15°05'33" W 290.31' to a 5/8" rebar set 0.1' below adjacent grade with plastic cap stamped "Holmes Geospatial";
- 2) N 15°05'33" W 20.00' to an unmarked point;
- 3) N 21°19'02" W 20.00' to a 5/8" rebar set 0.1' below adjacent grade with plastic cap stamped "Holmes Geospatial";
- 4) N 21°19'02" W 125.17' to a 1/2" open iron pipe found 0.4' above adjacent grade;
- 5) N 21°19'02" W 16.65' to an unmarked point in the center of Plott Creek Road (SR 1173) and lying in the southern line of the William George Plott and Patricia Gail Edwards property described in Deed Book 826, Page 593 in the Haywood County Register of Deeds;

thence with the center of Plott Creek Road (SR 1173) the following five (5) calls:

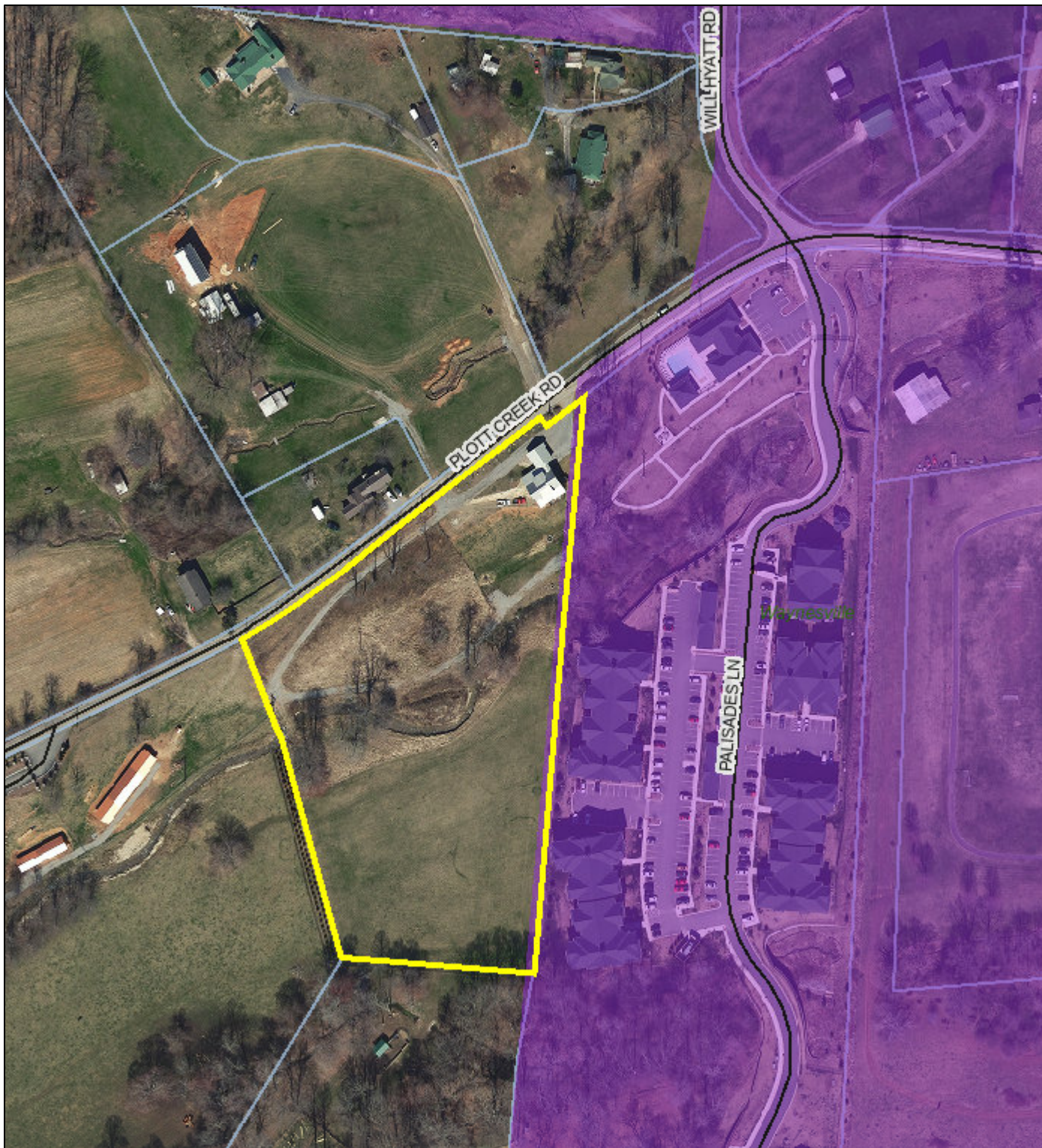
- 1) N 57°13'15" E 93.60' to an unmarked point; also being the common southeastern corner of the William George Plott and Patricia Gail Edwards property and the common southwestern corner of the Montraville Von Plott property described in Deed Book 974, Page 1612 in the Haywood County Register of Deeds;
- 2) N 56°37'45" E 13.00' to an unmarked point in the southern line of the Montraville Von Plott property;
- 3) N 52°02'37" E 230.20' to an unmarked point; also being the common southeastern corner of the Montraville Von Plott property and the southwestern corner of the Linda S. Plott property described in Deed Book 470, Page 1072 in the Haywood County Register of Deeds;
- 4) N 52°28'04" E 41.95' to a nail set flush with adjacent grade in the southern line of the Linda S. Plott property;

- 5) N 52°06'12" E 134.50' to a nail set flush with adjacent grade in the southern line of the Linda S. Plott property; also, being the common northwestern corner of the NCDOT fee simple right-of-way described in Deed Book 701, Page 453 in the Haywood County Register of Deeds;

thence leaving the center of Plott Creek Road (SR 1173) and the southern line of the Linda S. Plott property and with the western line of the NCDOT right-of-way, S 37°47'01" E 25.01' to a 5/8" rebar found flush with adjacent grade with plastic cap stamped "Ed Holmes and Associates"; also being the southwestern corner of the NCDOT right-of-way; thence with the southern line of the NCDOT right-of-way, N 52°07'36" E 64.38' to the **POINT AND PLACE OF BEGINNING**, containing 5.48 ± acres and being the perimeter boundary of the "Julia Tract" and the "Linda Tract" as shown on a survey entitled "Recombination Survey of the Properties Owned by: Linda S. Plott and Julia A. Plott" by Robert J. Earley of Ed Holmes and Associates, job # 22026 and dated 2/20/2022, recorded in Plat Cabinet D, Slide 1684 in the Haywood County Register of Deeds.



Robert J. Earley
9/22/2025



Report For

TRIANGLE REAL ESTATE OF GASTONIA INC
PO BOX 4158
GASTONIA, NC 28054-0042

Account Information

PIN: 8605-32-8929

Deed: 1055/1204
1055/1201
CABD/1684
CABD/184

Site Information

DWELLING

1399 PLOTT CREEK RD

Heated Area: 1886
Year Built: 2013
Total Acreage: 5.39
Township: Waynesville Out

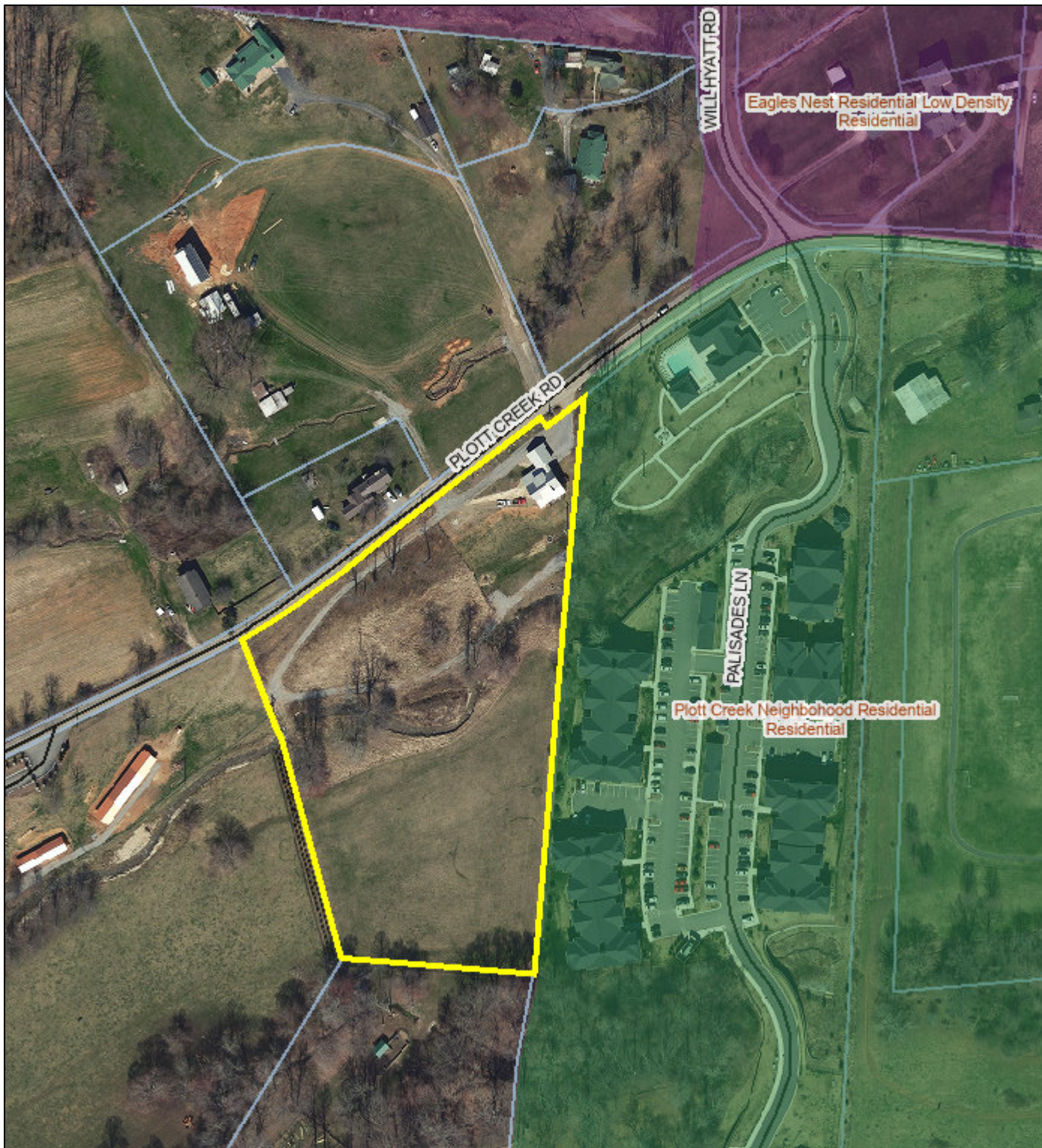
Site Value Information

Land Value: \$82,300
Building Value: \$285,400
Market Value: \$367,700
Deferred Value: \$0
Assessed Value: \$367,700
Sale Price: \$420,000
Sale Date: 2/14/2022
Tax Bill 1: \$2,365
Tax Bill 2: \$2,365



1 inch = 200 feet
September 24, 2025

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



Report For

TRIANGLE REAL ESTATE OF GASTONIA INC
PO BOX 4158
GASTONIA, NC 28054-0042

Account Information

PIN: 8605-32-8929

Deed: 1055/1204
1055/1201
CABD/1684
CABD/184

Site Information

DWELLING

1399 PLOTT CREEK RD

Heated Area: 1886

Year Built: 2013

Total Acreage: 5.39

Township: Waynesville Out

Site Value Information

Land Value:

Building Value:

Market Value:

Deferred Value:

Assessed Value:

Sale Price:

Sale Date: 2/14/2022

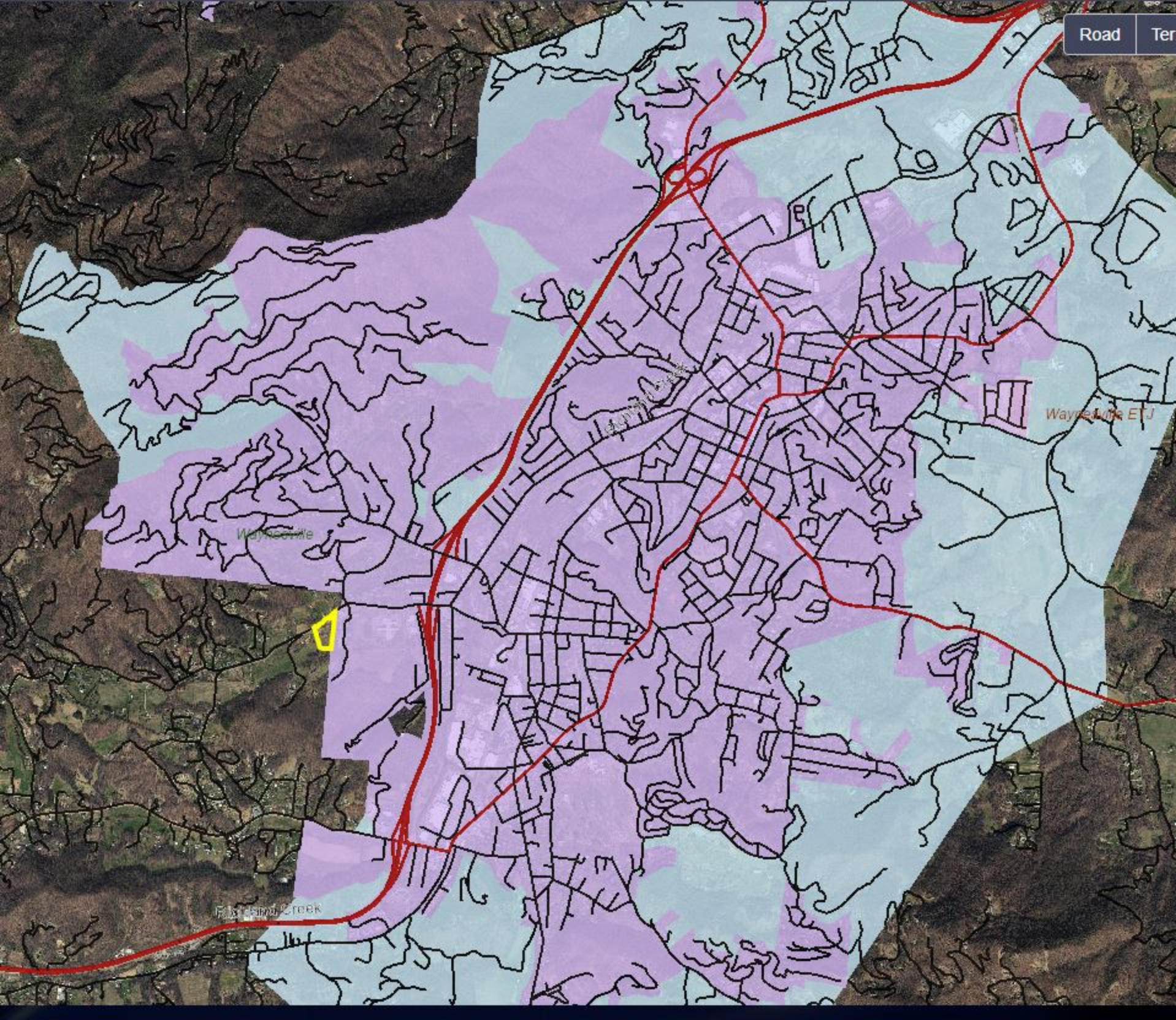
Tax Bill 1:

Tax Bill 2:



1 inch = 200 feet
September 24, 2025

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



Road

Ter

Waynesville

Waynesville ETJ

Fishing Creek

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

The undersigned Owner or Party with a contract or option to purchase that real property located at 1399 Plott Creek Road in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: William Ratchford

Title and Company: VP, Southwood Realty Company

Address: P.O. Box 280, Gastonia, NC 28052

Phone and email: (704) 869-6024 william.ratchford@southwoodrealty.com

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

This the 18th day of August, 2025.

Owner or Party with Contractual Interest in Property:



Address and phone number:

Herman E. Ratchford, Jr

Triangle Real Estate of Gastonia, Inc.

P.O. Box 4158, Gastonia, NC 28053

(704) 866-4675

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

The undersigned Owner or Party with a contract or option to purchase that real property located at 1399 Plott Creek Road in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: Jeff Ledford

Title and Company: Project Manager, Southwood Realty Company

Address: P.O. Box 280, Gastonia, NC 28052

Phone and email: (704) 678-3930 jeff.ledford@southwoodrealty.com

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

This the 18th day of August, 2025.

Owner or Party with Contractual Interest in Property:



Address and phone number:

Herman E. Ratchford, Jr

Triangle Real Estate of Gastonia, Inc.

P.O. Box 4158, Gastonia, NC 28053

(704) 866-4675

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

The undersigned Owner or Party with a contract or option to purchase that real property located at 1399 Plott Creek Road in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: G. Thomas Jones III, PE

Title and Company: Principal/Project Manager WGLA Engineering, PLLC

Address: 724 5th Avenue West, Hendersonville, NC 28739

Phone and email: (828) 687-7177 x303 tjones@wgl.com

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

This the 18th day of August, 2025.

Owner or Party with Contractual Interest in Property:



Address and phone number:

Herman E. Ratchford, Jr

Triangle Real Estate of Gastonia, Inc.

P.O. Box 4158, Gastonia, NC 28053

(704) 866-4675

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

The undersigned Owner or Party with a contract or option to purchase that real property located at 1399 Plott Creek Road in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: G. Thomas Jones IV, PE

Title and Company: Project Engineer

Address: 724 5th Avenue West, Hendersonville, NC 28739

Phone and email: (828) 687-7177 x307 gtj4@wgla.com

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

This the 18th day of August, 2025.

Owner or Party with Contractual Interest in Property:



Address and phone number:

Herman E. Ratchford, Jr

Triangle Real Estate of Gastonia, Inc.

P.O. Box 4158, Gastonia, NC 28053

(704) 866-4675

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: October 14, 2025**

SUBJECT: Call for a Public Hearing for November 18, 2025, to consider a map amendment (rezoning) for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number:
Department: Development Services
Contact: Olga Grooman, Assistant Development Services Director
Presenter: Olga Grooman, Assistant Development Services Director

SUMMARY:

On September 30, 2025, the Town received a rezoning application for the 5.48-acre property at 1399 Plott Creek Road. The property currently lies outside the Town limits and has no zoning designation. The rezoning would be contingent upon annexation.

The applicant is requesting to rezone the property to the Plott Creek Neighborhood Residential (PC-NR) zoning district, which is the same zoning as the adjacent district and abuts the Palisades at Plott Creek Apartments, constructed by the Triangle Real Estate of Gastonia, Inc. This rezoning would allow for a multifamily residential development on this property by the same developer.

The Planning Board will hold a public hearing on the requested rezoning on October 20, 2025, after which it will issue a recommendation to the Town Council. If both the annexation and rezoning are approved, the Town will have jurisdiction and standards to review any future development on this property.

MOTION FOR CONSIDERATION:

1. Motion to call for a Public Hearing for November 18, 2025, to consider a map amendment (rezoning) for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).

FUNDING SOURCE/IMPACT:

The rezoning of this property is contingent upon annexation.

ATTACHMENTS:

- Application for map amendment
- Zoning Map
- Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL LAND DEVELOPMENT MAP OF THE TOWN OF WAYNESVILLE

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

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed map amendment to the Official Land Development Map (Zoning Map) and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because it supports the following goals of the Comp. Plan:

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

- Encourage infill, mixed-use, and context-sensitive development.
- Promote conservation design to preserve important natural resources.

Goal 2: Create a range of housing opportunities and choices.

- Encourage new housing within Waynesville’s city limits and Extraterritorial Jurisdiction (ETJ).
- Promote a diverse housing stock including market rate, workforce housing, and affordable options that appeal to a variety of households.

WHEREAS, the Town of Waynesville Planning Board recommends that this map amendment is reasonable and in the public interest because it is also consistent with the purposes of the proposed zoning district- Plott Creek Neighborhood Residential (PC-NR), as described in Section 2.3.3.F of the Land Development Standards (LDS):

- “as the Plott Creek Neighborhood District (PC-NR) develops it should do so in a manner which complements its location near the Hazelwood Town Center, and the Hazelwood Elementary School which is within its boundaries. Infrastructure should be well connected and networked (including sidewalks, streets, water/sewer, etc.) and other infrastructure needs should be addressed (such as recreational opportunities) as the area develops.”

WHEREAS, the Planning Board has reviewed and recommends the proposed map amendment for enactment by the Town Council; and

WHEREAS, the Town Council finds this Ordinance is consistent with the Town’s 2035 Comprehensive Plan, and that it is reasonable and in the public interest to “make decisions about resources and land use in accordance with North Carolina General Statutes.” and

WHEREAS, after notice duly given, a public hearing was held on **October 20, 2025**, at the regularly scheduled meeting of the Waynesville Planning Board, and on **November 18, 2025**, at the special called meeting of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN SPECIAL SESSION ON NOVEMBER 18, 2025, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Official Land Development Map be amended with the 5.48-acre property located at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929) rezoned as Plott Creek Neighborhood Residential District (PC-NR).

ADOPTED this _____ Day of _____, 2025.

TOWN OF WAYNESVILLE

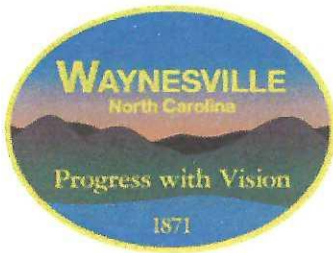
J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney



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

Application for Land Development Standards Map Amendment

Application is hereby made on September 29, 2025 to the Town of Waynesville for the following map amendment:

Property owner of record: Triangle Real Estate of Gastonia, Inc.
Address/location of property: 1399 Plott Creek Road
Parcel identification number(s): 8605-32-8929
Deed/Plat Book/Page, (attach legal description): 1055/1204
The property contains 5.48 acres.
Current district: N/A
Requested district: Plott Creek Neighborhood District (PC-NR)

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

PC-NR zoning matches the adjoining 41 acre parcel, which is already zoned PC-NR. Infrastructure can be well connected including sidewalks, streets, water, and sewer.

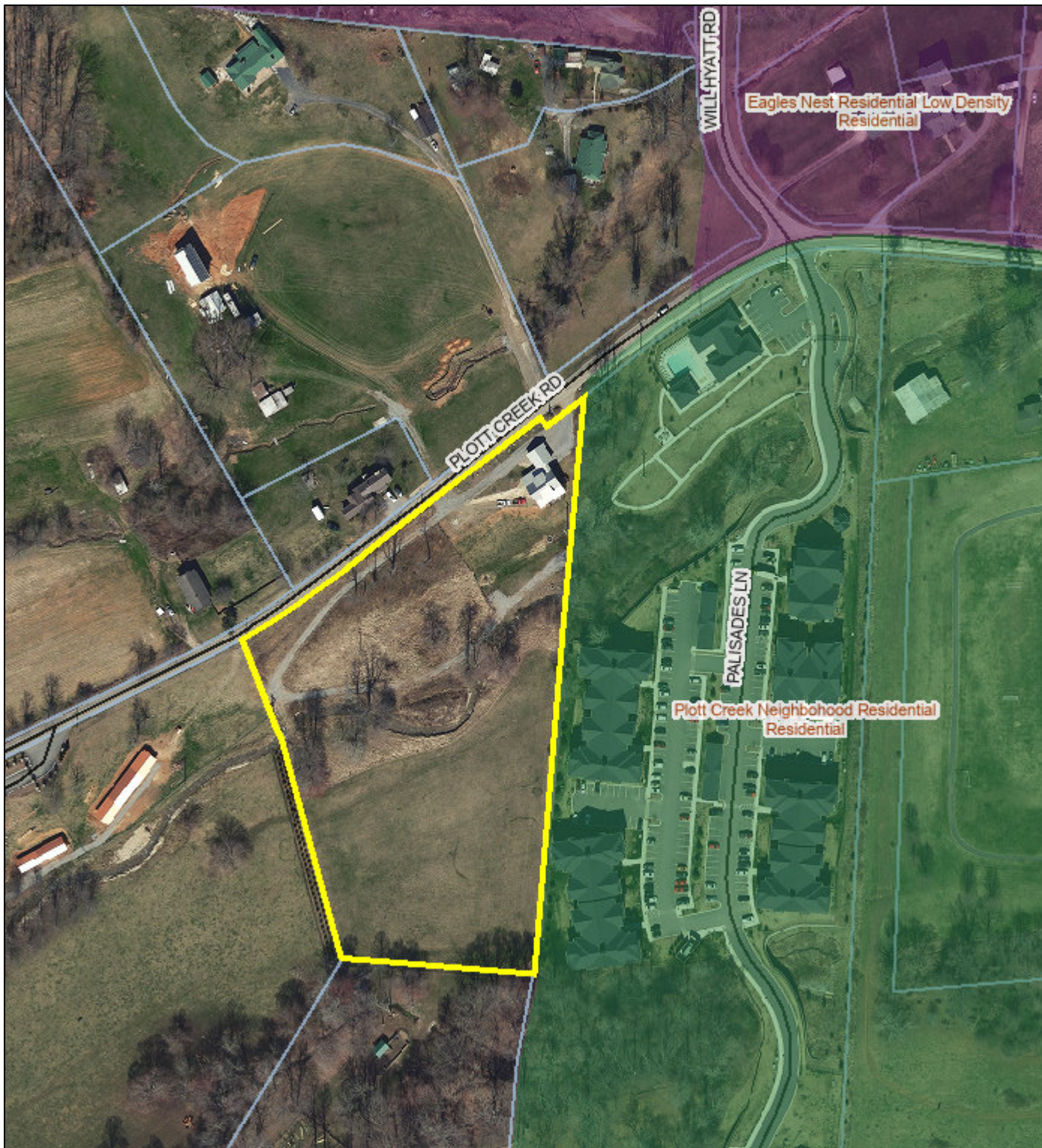
Applicant Contact Information

Applicant Name (Printed): Triangle Real Estate of Gastonia, Inc.
Mailing Address: P.O. Box 4158, Gastonia, NC 28054
Phone(s): (704) 869-6024
Email: william.ratchford@southwoodrealty.com

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

X AS [Signature]

Note: Map Amendment Requests require a fee based on the size and number of lots being requested for amendment. The request will be scheduled for the next agenda opening for the Waynesville Planning Board. Please submit application to: Town of Waynesville Development Services Department, 9 South Main Street, Waynesville, NC 28786.



Report For

TRIANGLE REAL ESTATE OF GASTONIA INC
PO BOX 4158
GASTONIA, NC 28054-0042

Account Information

PIN: 8605-32-8929

Deed: 1055/1204
1055/1201
CABD/1684
CABD/184

Site Information

DWELLING

1399 PLOTT CREEK RD

Heated Area: 1886

Year Built: 2013

Total Acreage: 5.39

Township: Waynesville Out

Site Value Information

Land Value:

Building Value:

Market Value:

Deferred Value:

Assessed Value:

Sale Price:

Sale Date: 2/14/2022

Tax Bill 1:

Tax Bill 2:



1 inch = 200 feet
September 24, 2025

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

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.14.2025**

SUBJECT: Budget Amendment for the Parks and Recreation Department

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Parks and Recreation Department
Contact: Luke Kinsland
Presenter: **Luke Kinsland**

BRIEF SUMMARY: The Parks and Recreation Department was awarded a \$15,000 grant through the Haywood County TDA. These grant funds will be utilized to help with the construction/rebuilding of the dog park.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Grant Funds

	<u>10.07.25</u>
Ian Barrett, Finance Director	Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-31-25

Amendment No. 10 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Miscellaneous Income	\$15,000
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Increase the following appropriations:

Parks and Recreation Department	\$15,000
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Adopted this 14th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.14.2025**

SUBJECT: Budget Amendment for the PW Salaries

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Public Works
Contact: Ricky Bourne
Presenter: **Ricky Bourne**

BRIEF SUMMARY: Due to an internal promotion and interdepartmental move. Public Works would like to decrease the Street and Sanitation Department salary line item by \$22,308.91 to accommodate an employee moving to the Public Works Administration side. This represents the remaining portion of the employee's budgeted salary for the year.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Grant Funds



Ian Barrett, Finance Director

10.07.25
Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-32-25

Amendment No. 11 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Decrease the following revenues:

PW Streets/Sanitation Salary	\$22,308.91
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Increase the following appropriations:

PW Admin Salary	\$22,308.91
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Adopted this 14th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.14.2025**

SUBJECT: Budget Amendment for the Fire Department

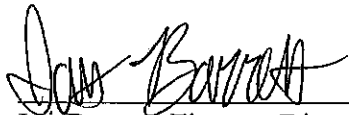
AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Fire Department
Contact: Chief Chris Mehaffey
Presenter: **Chief Chris Mehaffey**

BRIEF SUMMARY: The Fire Department is seeking permission to apply for a FEMA grant for \$276,190.47, with a 5% local match of \$13,894.53. If awarded, the total amount would be \$290,000. These funds would be utilized for purchasing and replacing radios for the fire department.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Grant Funds & FD Supplies and Materials budget



Ian Barrett, Finance Director

10.03.25
Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-33-25

Amendment No. 12 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Miscellaneous Grant Income	\$13,894.53
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Decrease the following appropriations:

Fire Department (5% local Match)	\$13,894.53
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Adopted this 14th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.14.2025**

SUBJECT: Budget Amendment for the Waynesville Police Department

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Waynesville Police Department
Contact: Chief David Adams
Presenter: **Chief David Adams**

BRIEF SUMMARY: The Waynesville Police Department applied for and was awarded a grant through the North Carolina Association of Chiefs of Police (NCACP) for a Performance and Wellness grant for \$31,050.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Grant Funds



Ian Barrett, Finance Director

10.07.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-30-25

Amendment No. 14 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Miscellaneous Income	\$31,050
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Increase the following appropriations:

Waynesville Police Dept.	\$31,050
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Adopted this 14th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 10/14/2025**

SUBJECT: Approval of updates to the Town of Waynesville Personnel Policy.

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Human Resources/Administration
Contact: Page McCurry
Presenter: Page McCurry

BRIEF SUMMARY:

The Human Resources staff wishes to add clarifying language to Article X. Time Off and Leaves of Absence regarding unpaid leave for military service.

The staff also wishes to update Article XI. Employee Benefits to reflect the new Employee Assistance Program benefit.

MOTION FOR CONSIDERATION: Approve the request from the Human Resources Department to update the Town of Waynesville Personnel Policy.

FUNDING SOURCE/IMPACT: N/A

Ian Barrett, Finance Director

Date

ATTACHMENT:

1. Revision to Article X. Time Off and Leaves of Absence Section 10. Unpaid Leave
2. Revision to Article XI. Employee Benefits Section 13. Employee Assistance Program

MANAGER'S COMMENTS:

ARTICLE X. TIME OFF AND LEAVES OF ABSENCE

Updated October 14, 2025

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

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 15th 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.
- d. **For employees who are in the military reserves.**

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 **(with the exception of employees who are using unpaid leave for military service, who will only be responsible for ancillary benefit fees during 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

Updated October 14, 2025

Section 1. Eligibility

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 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 spouse's 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.myncretirement.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 Program

Employee Assistance Program, administered by Bree Health, 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 eight session per life event. You and your immediate family members have access to a counselor through the EAP 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

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025

SUBJECT: Windows 10 End of Life Maintenance Budget Amendment

AGENDA INFORMATION

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

BRIEF SUMMARY

Microsoft will be ending their support for the Windows 10 operating system on October 14 with a deadline of October 16 to purchase extended service agreements. The attached budget amendment serves two purposes. The first purpose is to purchase extended service agreements for the computers in our organization which are not currently able to update to Windows 11 due to hardware deficiencies. The second purpose is to upgrade those computers that are ready to Windows 11. While Windows 11 is a free upgrade, the labor hours associated with a single upgrade can range from 1 to 5 hours, which is why there is a small fee associated with each device.

The cost to upgrade our PCs in order to be able to accommodate minimum Windows 11 system requirements will be requested in the next fiscal year budget.

MOTIONS FOR CONSIDERATION

Motion to approve budget amendment No 15 fy25/26

FUNDING SOURCE/IMPACT

See budget amendment

FINANCE DIRECTOR APPROVAL



Ian Barrett, Finance Director

10/7/2025

Date

ATTACHMENTS

Budget Amendment 15, fy25/26

MANAGER'S COMMENTS AND RECOMMENDATIONS

Ordinance No. O-35-25

Amendment No. 15 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Decrease the following revenues:

General Fund Balance	\$10,325
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Increase the following expenditures:

Admin IT Purchases and subscriptions	\$10,325
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Adopted this 14th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney



1400 Sweeten Creek Road - Asheville, North Carolina 28803
Phone: 828-274-1196 - Fax: 828-274-4048

QUOTE

Here is TOW's Windows 10 to 11
workstation readiness quote.

Sold To: Town of Waynesville
Jesse Fowler
16 South Main Street

Waynesville NC 28786

Phone: (828) 452-2491

Fax:

Date	Quote #	Expiration
10/3/2025	AAAQ39182	10/18/2025

Rep	Ticket #
Lily Thornhill	1094283

Qty	Description	Unit Price	Ext. Price
115	WINDOWS 10 ESU YEAR 1 (2025 - 2026)	\$61.00	\$7,015.00
31	Windows 10 to 11 In-Place Upgrades	\$85.00	\$2,635.00

****PAYMENT SCHEDULE****

Product Total: \$7,506.05 50% = \$3,753.03
Service Total: \$2,819.45 50% = \$1,409.73

\$5,162.75 Total Due upon acceptance
\$3,753.03 Total Due upon delivery of product
\$1,409.73 Total Due Net 15 Days upon completion

****ACCEPTANCE****

By: _____

Name: _____

Title: _____

Date: _____

SubTotal	\$9,650.00
Sales Tax	\$675.50
Shipping	\$0.00
Total	\$10,325.50

TERMS AND CONDITIONS

This quote is valid for 15 days from the date issued and is subject to availability. All pricing is subject to change. Orders paid by Credit Card will incur a 3% processing fee. No specific warranties, other than manufacturer's individual warranties, express or implied, are granted. Projects and Special Orders will require a specific Payment Schedule as detailed on the Quote. Companies with specific terms that have accounts in good standing will be invoiced according to the terms and limits agreed upon or as stated in the Managed Services Agreement. Orders from Companies without prearranged financing or terms shall require a deposit, and balance is due Net Payable upon delivery.

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025

SUBJECT: Appointment of Carolyn Kemmett to the Waynesville Public Art Commission

AGENDA INFORMATION

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

BRIEF SUMMARY

The Waynesville Public Art Commission has one vacancy. If appointed, Ms. Kemmett's term would end June 30th, 2026 to serve the remainder of an unexpired term.

MOTIONS FOR CONSIDERATION

Motion to appoint Carolyn Kemmett to the Waynesville Public Art Commission

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS

**TOWN OF WAYNESVILLE COUNCIL MEMBERS
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025**

SUBJECT: Pregnancy and Infant Loss Awareness Month Proclamation

AGENDA INFORMATION:

Agenda Location: Proclamation
Item Number:
Department: Administration
Contact: Patty Alcathie
Presenter: Mayor Gary Caldwell

BRIEF SUMMARY: To coincide with Wave of Light, the Mayor will read a proclamation and proclaim October Pregnancy And Infant Loss Awareness Month and October 15th Pregnancy And Infant Loss Remembrance Day.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

- Pregnancy and Infant Loss Awareness Month Proclamation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Proclamation

PREGNANCY AND INFANT LOSS AWARENESS MONTH AND PREGNANCY AND INFANT LOSS REMEMBRANCE DAY

October 15, 2025

WHEREAS, thousands of families are bereaved by pregnancy and infant loss in North Carolina every year; and

WHEREAS, pregnancy and infant loss includes infant death, miscarriage, stillbirth, sudden infant death syndrome (SIDS), and death of a newborn; and

WHEREAS, Waynesville wishes to acknowledge the profound, lifelong grief and loss these families experience; and

WHEREAS, today we honor and remember the pregnancies and infants lost and recognize the devastating impact on their families and loved ones whose lives are forever altered; and

WHEREAS, raising public awareness will encourage additional community support for those individuals who have suffered such an unexpected tragedy and promote necessary efforts to prevent further pregnancy and infant loss;

NOW, THEREFORE, I, Gary Caldwell, do hereby proclaim October, 2025, as "**PREGNANCY AND INFANT LOSS AWARENESS MONTH**" and October 15, 2025, as "**PREGNANCY AND INFANT LOSS REMEMBRANCE DAY**" in Waynesville, North Carolina, and commend its observance to all citizens.

IN WITNESS WHEREOF; I have hereunto set my hand this the 14th day of October, 2025.

Gary Caldwell, Mayor

Attest: _____
Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.14.2025**

SUBJECT: Review of Council Requested information on Sales tax

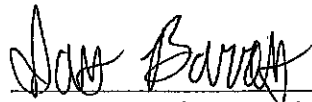
AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Finance
Contact: Ian Barrett
Presenter: Ian Barrett, Page Mccurry

BRIEF SUMMARY: During the budget making process in the spring, council requested a review of sales tax distribution and investment interest once all numbers from FY 2025 were in our account. Those numbers are available and we would like to present this information to council.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: N/A.



Ian Barrett, Finance Director

10/7/2023

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/14/2025**

SUBJECT Presentation by Mackey McKay

AGENDA INFORMATION:

Agenda Location: Presentation

Item Number:

Department:

Contact: Mackey McKay

Presenter: Mackey McKay

BRIEF SUMMARY Mr. McKay will be presenting a cost estimate for the Dutch Fisher field

MOTION FOR CONSIDERATION: Receive the presentation

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: None

MANAGER'S COMMENTS:

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025**

SUBJECT: Public Presentation on the Town of Waynesville’s Stormwater Program, General Stormwater Issues, and Erosion and Sedimentation, as Required by the NPDES Permit.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Tyler Anderson
Presenters: Tyler Anderson, Stormwater Coordinator, Development Services
Christine O’Brien, Haywood Waterways
Olga Grooman, Development Services

BRIEF SUMMARY:

The Town of Waynesville holds a National Pollutant Discharge Elimination System Permit (NPDES) issued by the NC Department of the Environmental Quality (NC DEQ) on August 19, 2021. The permit is valid for five (5) years. The purpose of the permit is to manage stormwater runoff, reduce the discharge of pollutants, and protect water quality within the Town’s jurisdiction.

The permit requirements are summarized in 57 goals/action items of the Town of Waynesville Stormwater Management Plan, as approved by the NC DEQ. One of the action items is to “provide a platform for public input on stormwater issues at Public Hearings,” helping to meet the NPDES Permit requirements for public education and outreach and provide an opportunity for citizens’ feedback. This year’s topic is “General Stormwater Issues.” Additionally, Haywood Waterways will contribute to this presentation along with Olga Grooman, to update the Council on our recent stormwater program audit. This presentation is an opportunity for the Council and citizens to provide feedback, ask questions, and share their ideas or concerns.

MOTIONS FOR CONSIDERATION:

None.

FUNDING SOURCE/IMPACT:

The Town’s Stormwater program is administered by the Town’s Development Services, Public Services Departments, and Haywood Waterways Association. Additionally, the Town contracts with WithersRavenel for engineering services to review engineered stormwater plans.

ATTACHMENTS:

1. Power Point Presentation
2. Newspaper Notice

MANAGER’S COMMENTS AND RECOMMENDATIONS:

Stormwater Impacts in Urban Areas

Christine O'Brien

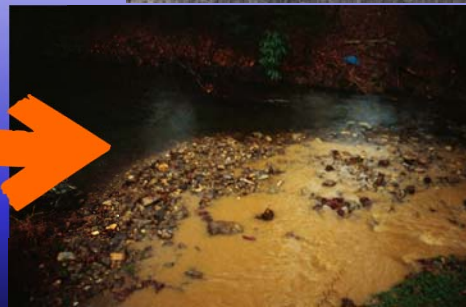
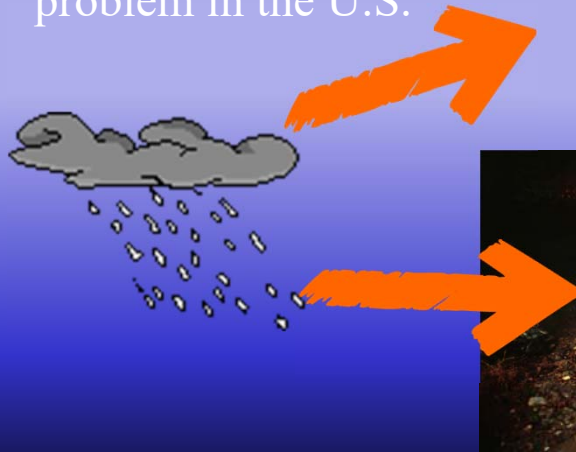
Program Manager - Haywood Waterways



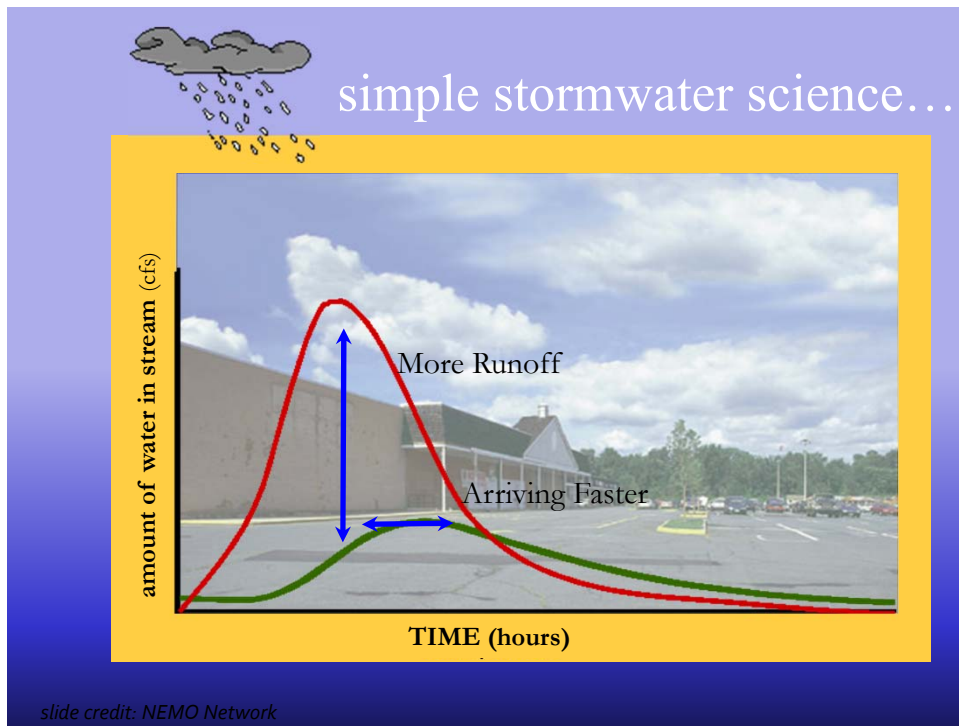
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Nonpoint Source Pollution (i.e., Runoff)

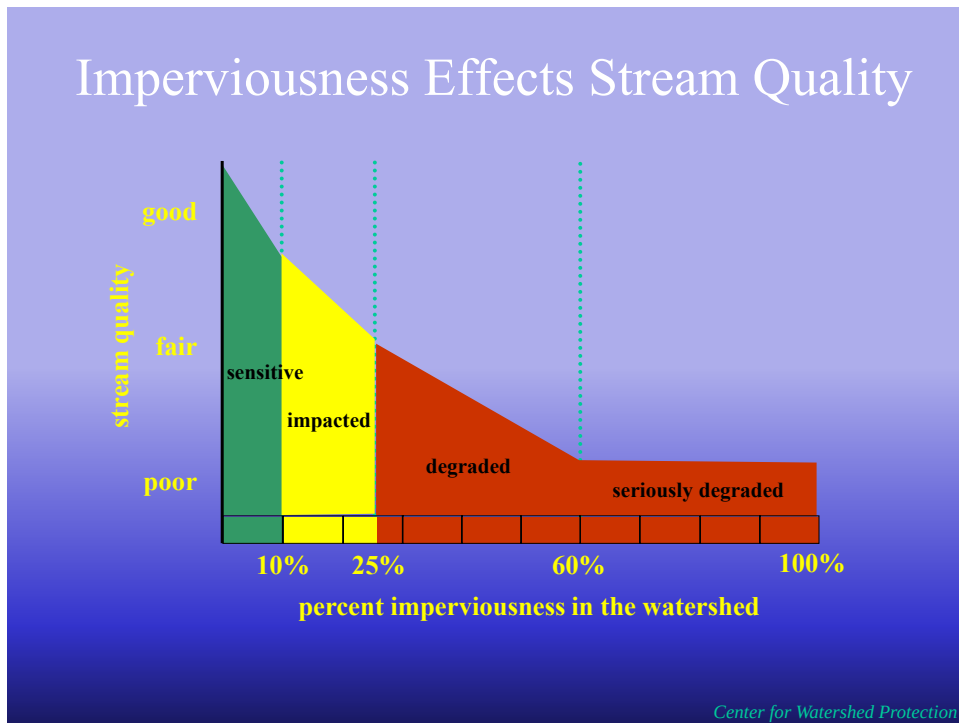
The #1 water quality problem in the U.S.



2



3



4



5

Restricted streambanks cause erosion



6

Wait 7 months and you get this!



7

Typical Runoff Pollutants

- Trash
- Nutrients (phosphorous & nitrates)
- Sediment (muddy water)
- Pathogens (bacteria & viruses)
- Pesticides & heavy metals
- Oil and grease
- Thermal stress



8

Solutions for reducing the effects of stormwater runoff

1. Leave vegetative strips/buffer along waterways
2. Point downspouts onto the lawn
3. Plant trees and shrubs along streams



9

4. Install retention ponds/rain gardens



Removes: trash, thermal pollution, chemical pollution, and slows the runoff.

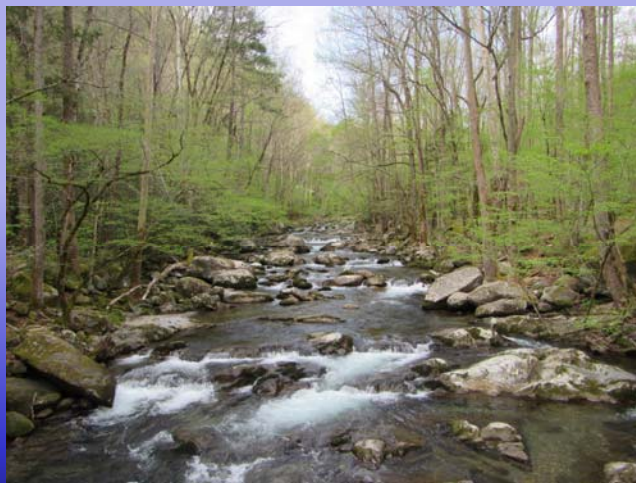
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**Good water quality supports
the local economy!!!!**



11

Thanks for your time!



12



TOWN OF WAYNESVILLE

Development Services Department

PO Box 100

9 South Main Street

Waynesville, NC 28786

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

www.waynesvillenc.gov

FOR PUBLICATION IN THE MOUNTAINEER: September 28th Sunday Edition

Date: September 16th, 2025

Contact: Tyler Anderson, (828) 456-8647

Annual Stormwater Presentation

Waynesville Town Council

The Development Services Department and Haywood Waterways will give a public presentation to the Waynesville Town Council about the stormwater program and stormwater-related issues **on October 14, 2025, beginning at 6:00 p.m.** or as closely thereafter as possible in the Town Hall Board Room located at 9 South Main Street, Waynesville. The topics will include general stormwater issues, such as household runoff, sediment and erosion, and an overview of the NPDES audit.

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

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025

SUBJECT: Proposed update to the *Town of Waynesville Boards and Commissions Manual* regarding Zoning Board of Adjustment vacancy appointments.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

On September 23, 2025, the Council directed staff to draft revisions to the *Town of Waynesville Boards and Commissions Manual* to clarify procedures for the Zoning Board of Adjustment regarding vacancies and alternates. Staff collaborated with the Town's Attorney, Martha Sharpe Bradely, to develop the proposed revisions.

The primary change establishes that vacancies on the Zoning Board of Adjustment will be filled by alternates based on seniority. All new members will be appointed as alternates, unless no alternates are currently serving, in which case the Town Council may appoint them as regular members. Another clarification is that alternates filling a vacancy on the Zoning Board of Adjustment will serve the remainder of the original member's term, regardless of their own initial appointment term. This aligns with the general vacancies policy outlined in the manual.

MOTIONS FOR CONSIDERATION:

1. Motion to adopt the proposed revisions to the *Town of Waynesville Boards and Commissions Manual* as presented (or amended).

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. Proposed updates to the *Manual*

MANAGER'S COMMENTS AND RECOMMENDATIONS:

1. Amend the following section of the *Town of Waynesville Boards and Commissions Manual*:

BOARD OF ADJUSTMENT (Zoning Board of Adjustment)

Purpose

The Board of Adjustment (Waynesville Board of Adjustment) is established as a “quasi-judicial” administrative board that operates on a level between the enforcement officials of the Town of Waynesville and the Courts. The purpose of the Zoning Board of Adjustment is to hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with enforcement of an ordinance adopted pursuant to the Land Development Standards Section 14.4 through 14.4.2 adopted by the Town of Waynesville and in accordance with North Carolina General Statutes 160D-302, 403(b), 405, 406, 702, 705, 1405. A copy of the referenced statute and ordinance are included at the end of this section.

Membership

The membership of the Waynesville Board of Adjustment shall consist of five (5) members with a minimum of three (3) alternates. The majority of the membership shall reside within the corporate limits of the Town of Waynesville. In accordance with North Carolina General Statute 160A-32, the Haywood County Commissioners will appoint one (1) or more members to provide for proportional representation of residents within the extraterritorial jurisdiction (ETJ) of the Town of Waynesville.

Term

Members appointed to the Waynesville Board of Adjustment shall serve three (3) year terms beginning on July 1 of the year of appointment through June 30 of the third year of the term.

Absences & Vacancies

The Town of Waynesville shall fill the seats of Zoning Board of Adjustment members who are absent from or otherwise unable to participate in meetings from the list of alternates in order of seniority, beginning with the alternate with the longest term of service and ending with the alternate with the shortest term of service. Temporary substitution of an alternate for an absent member does not constitute a permanent appointment to the absent member’s seat.

A vacancy on the Zoning Board Adjustment occurs only when:

- (i) a member is removed from their seat by the Town Council;
- (ii) a member resigns; or
- (iii) a member’s term expires and is not renewed by the Town Council.

Vacancies on the Zoning Board of Adjustment shall be filled from the available pool of alternates in order of seniority, beginning with the alternate with the longest term of service and ending with the alternate with the shortest term of service. All new members shall be appointed

as alternates, unless no alternates are currently serving, in which case the new appointees may be appointed as regular members in the discretion of the Town Council. Alternates appointed to the Zoning Board of Adjustment to replace a regular member prior to the expiration of that regular member's term shall accede to the vacating member's term, irrespective of the alternate's original term of appointment.

Powers, Duties and Functions

The Waynesville Board of Adjustment shall have the following powers and duties to be carried out in accordance with North Carolina General Statutes 160D-302, 403(b), 405, 406, 702, 705, 1405 and with the terms of the Land Development Standards set forth by the Town of Waynesville.

1. Hear and decide appeals from any order, requirement, permit, decision or determination issued by an administrative officer of the Town of Waynesville in enforcing any provision of the Town of Waynesville Minimum Housing Codes.
2. Land Development Standards – the Waynesville Board of Adjustment shall render final decisions regarding the following types of permit types:
 - a. Appeal of any administrative decisions
 - b. Appeals of Planning Board decisions regarding Subdivision (major) – Preliminary Plats
 - c. Appeals of Historic Preservation Commission decision regarding Certificates of Appropriateness (major)
 - d. Variances

Decisions of the Waynesville Board of Adjustment

Per 160D-406(i), the concurring vote of four-fifths (4/5) of the Board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter. Vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter under G.S. 160D-109(d) shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. On all appeals, applications and matters brought before the Waynesville Board of Adjustment, the Board shall inform, in writing the applicant of its decision.

Meetings

Meetings of the Waynesville Board of Adjustment are held on the First Tuesday of each month at 5:30 p.m. at the Town Hall at 9 South Main Street.

Reporting

The Waynesville Board of Adjustment shall provide a comprehensive report to the Town Council in April each year.

Compensation

Members of the Waynesville Board of Adjustment shall serve without compensation except that they will be reimbursed for actual expenses incident to the performance of their duties within the limits of any funds available to the Waynesville Board of Adjustment.

Town Specific Information and Enabling Legislation Related to the Waynesville Board of Adjustment

(Copies included at the end of this section)

November 13, 1958 – Initial appointment of Zoning and Planning Board which became Waynesville Board of Adjustment

May 13, 2014

An amendment to the Ordinance is made to indicate that the number of members for the various Boards, Commissions and Committees appointed by the Town Council may from time to time be updated. The number of members for each Board, Commission or Committee will be indicated in the most current version of the Town of Waynesville Boards and Commissions Manual which is maintained by the Town Clerk. Revisions to the number of members on the various Boards, Commissions and Committees will be based on actions by individual Board, Commissions and Committees and approved by the Town Council and shall not require the update of the Code of Ordinances unless required by Federal, State or Local legislation. This does not apply to the membership requirements related to residency, professional status or other requisite qualification, only to the number of members on the Board, Commission or Committee.

July 12, 2018

The Town Council approved the extension of the terms of the Boards and Commissions to three (3) three year terms, retroactive to 2013.

(Manual continues)

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/14/2025**

SUBJECT: Approval of Construction Contract for Bi-Lo Pavilion Reconstruction

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY:

The Bi-Lo Pavilion was destroyed during the recent hurricane, and the Town solicited bids for its reconstruction. After reviewing all submissions, the lowest bid was deemed non-responsive due to missing required documentation and the absence of a construction timeline. Staff recommends awarding the contract to **Enterprises G** as the next lowest responsive and responsible bidder, with a proposed total cost of **\$103,000** and an estimated completion timeline of **six weeks** from the start date.

The new pavilion will match the existing design used at Obama-King Park, ensuring consistency and uniformity across Town facilities. It will feature a **metal roof, recessed lighting**, and similar architectural style. Town crews will complete **electrical conduit installation** to the site as part of in-house work.

MOTION FOR CONSIDERATION:

To approve the construction contract with **Enterprises G** in the amount of **\$103,000** for the reconstruction of the Bi-Lo Pavilion, with a project completion timeline of six weeks from the start date, and to authorize Town staff to execute the necessary contract documents.

FUNDING SOURCE/IMPACT: storm recovery FEMA funds

ATTACHMENTS: bid tab, town construction contract, designs, bid packet from Enterprises G

MANAGER'S COMMENTS AND RECOMMENDATIONS: See above



Town of Waynesville Pavilion & Reconstruction - Bi-Lo Park

Company	Date & Time Bid Was Received	Meets Requirements: COI, Contractors License, FEMA Experience, Previous Projects and References	Bid Amount	Project Completion Timeframe
Enterprises G	9/15/2025 - 10:20:00 AM	Met All Requirements	\$105,825	6 Weeks From Start Date
Cherokee Enterprises	9/15/2025 - 1:52:00 PM	Did Not Meet All Requirements	\$89,650	No Timeframe Given
Arrowhead Contractors	9/15/2025 - 1:56:00 PM	Met All Requirements	\$120,000	8 Weeks From Start Date

CONTRACT BI-LO PARK PAVILION

This Contract is by and between Town of Waynesville, a North Carolina municipal corporation, (Owner) and G Enterprises Inc. a North Carolina corporation, (Contractor) and is effective as of this the 14th day of October 2025 (the Effective Date).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Bi-Lo Park Pavilion demolition and construction** which includes, but is not limited to, demolishing and removing existing structure and slab, forming and pouring slab that is sloped to permit positive runoff, installing structural framing and prefabricated roof trusses, metal roofing, structural connectors (Simpson Strong Tie-or approved equal) and T-111 siding stained with color chosen by Town. Electrical work shall include all materials necessary to connect eight exterior grade LED can light fixtures. Work shall include any necessary site grading to achieve positive drainage away from the structure and seeding and strawing all disturbed areas.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by the Owner or its consultants.
- 2.02 The Contract Documents are incorporated into and made a part of this Contract by reference as though set forth herein in their entirety.
- 2.03 The parties hereby adopt and reiterate any representations, covenants, or warranties set forth in the Contract Documents as though the same were set forth herein in their entirety and shall be deemed material terms of this Contract.
- 2.04 Contract Documents Defined
 - A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Plans and Specifications by Drye-McGlamery Inc.
 - 3. Bid From Contractor
 - 4. Addenda.
 - 5. Exhibits to this Contract (enumerated as follows):
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives
 - b. Change Orders
 - c. Field Orders.

ARTICLE 3 - OWNER

- 3.01 Owner
 - A. The Owner's Representative for this Project is Luke Kinsland, Recreation Director.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Contract Times
 - A. The Work will be substantially completed within **90** days after the Effective Date of the Contract and completed and ready for final payment within 105 days after the Effective Date of the Contract.
 - 4.02 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.
-

4.03 Delays in Contractor's Progress

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

4.04 Progress Schedules

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

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the **lump sum Base Bid amount of \$103,000**

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Owner.

ARTICLE 6 - INSURANCE

6.01 Insurance

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

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

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

- a. Workers' Compensation:

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

- b. Commercial General Liability:

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

- c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ 0
Each Accident	\$ 0
Property Damage:	
Each Accident	\$ 0
Combined Single Limit of:	\$ 0

- d. Excess or Umbrella Liability:

Per Occurrence	\$
General Aggregate	\$

- e. Contractor's Pollution Liability:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

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

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor is a General Contractor licensed to perform construction activity in North Carolina.
- B. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- C. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner except under extraordinary circumstances.
- D. Contractor shall at all times maintain good discipline and order at the Site.

7.02 Other Work at the Site

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

7.03 Services, Materials, and Equipment

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

7.04 Quality Management

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

7.05 Licenses, Fees and Permits

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

7.06 Laws and Regulations; Taxes

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

7.07 Record Documents

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

7.08 Safety and Protection

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

7.09 Warranties and Guarantees

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

7.10 Correction Period

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

7.11 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs,
-

losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

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

ARTICLE 9 - OWNER'S STATUS DURING CONSTRUCTION

9.01 Owner's Status

- A. Owner shall appoint an "Owner's Representative" during construction. The duties and responsibilities and the limitations of authority of Owner's representative during construction are set forth in this Contract. In no case shall the contractor follow the instruction of any party other than the "Owner's Representative" or Building Inspector.
 - B. Neither Owner's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Owner in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
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- C. Owner will make visits to the Site at intervals appropriate to the various stages of construction. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Owner has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Owner will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then
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Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Owner will promptly:
 - 1. Review the subsurface or physical condition in question.
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition.
 - 3. Determine whether the condition falls within the differing site condition as stated herein.
 - 4. Obtain any pertinent cost or schedule information from Contractor.
 - 5. Prepare recommendations regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise of Owner's findings, conclusions, and recommendations.
- C. After receipt of written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Owner's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Owner promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
 - B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
 - C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
 - D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.
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ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

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

13.02 Defective Work

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

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

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Owner will recommend reductions in payment (setoffs) which, in the opinion of the Owner, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose setoffs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

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

14.06 Substantial Completion

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

14.07 Final Inspection

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

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

14.09 Waiver of Claims

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or any other failure to comply with any material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if: (i) Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure; and (ii) Owner independently and in writing verifies to Owner that Contractor has undertaken such efforts to cure its failure to perform.
- D. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor, but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work.
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

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

17.02 Limitation of Damages

- A. Neither Owner, Owner, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

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

17.04 Survival of Obligations

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

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

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

17.08 Additional Provisions

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

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

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Town of Waynesville

CONTRACTOR: Enterprise G, Inc.

By: Rob Hites

Title: Town Manager

Attest: _____

Title: _____

Address for giving notices:

16 South Main St. Waynesville, NC 28786

By: Isabel Rojas

Title: President

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

Attest: _____

Title: _____

Address for giving notices:

NC License # _____

- 1.01. THE STRUCTURE IS DESIGNED IN ACCORDANCE AND MEETS THE DESIGN CRITERIA OF THE FOLLOWING CODES:
1818 NORTH CAROLINA BUILDING CODE
ASCE 7-10, MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES
NDS-05, NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION
- 1.02. METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN AND INSURE THE INTEGRITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION.
- 1.03. THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL DETERMINE THE SCOPE OF THE STRUCTURAL WORK FROM THE CONTRACT DOCUMENTS TAKEN AS A WHOLE. THE STRUCTURAL DRAWINGS SHALL NOT BE CONSIDERED SEPARATELY FOR PURPOSES OF BIDDING THE STRUCTURAL WORK.
- 1.04. SCALES NOTED ON THE DRAWINGS ARE FOR GENERAL REFERENCE ONLY. NO DIMENSIONAL INFORMATION SHALL BE OBTAINED BY DIRECT SCALING OF THE DRAWINGS.
- 1.05. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL RESULTING REVISIONS TO THE STRUCTURAL SYSTEM OR OTHER TRADES AS A RESULT OF ACCEPTANCE OF CONTRACTOR PROPOSED ALTERNATIVES OR SUBSTITUTIONS.
- 1.06. ELEVATIONS SHOWN ON PLAN ARE BASED ON FINISHED FLOOR ELEVATION $+0'-0"$.
- 1.07. FOR THE PRE-ENGINEERED METAL BUILDING (PEMB), DRYE-MCGLAMERY IS RESPONSIBLE FOR THE FOUNDATION DESIGN ONLY. SUPERSTRUCTURE DESIGN IS THE RESPONSIBILITY OF THE MANUFACTURER.

2.01. DESIGN GRAVITY LOADS ARE AS FOLLOWS:

SUPERIMPOSED AREA DEAD LOAD (included but not limited to the following):

SINGLE PLY ROOF 3 PSF

AREA LIVE LOADS

ROOF 20 PSF

CONCENTRATED LIVE LOADS

ROOF 300 LBS

2.03. WIND LOAD

BASIC WIND SPEED (BUILDING FRAME - 3 SEC GUST) 115 MPH

WIND IMPORTANCE FACTOR (I) 1.0

BUILDING CATEGORY OPEN

WIND EXPOSURE CATEGORY C

INTERNAL PRESSURE COEFFICIENT +0.55/-0.55

3.01.	CONCRETE (fc @ 28 DAYS)	
	ALL CONCRETE U.N.	3,000 PSI
3.02.	REINFORCING STEEL (Fy)	
	REBAR (ASTM A615)	60,000 PSI
3.02.	STRUCTURAL STEEL (Fy)	
	ANGLES, PLATES, MISC. (ASTM A36)	36,000 PSI
3.04.	WOOD FRAMING (2005 NDS)	
	COLUMNS	
	SP - No. 1, 5"x5" AND LARGER	
	BEAMS / STUDS	
	SP - No. 2 OR SPF - No. 2	
	LVL BEAMS	
	Fb	2,600 PSI
	Fv	285 PSI
	Fc (PERP)	750 PSI
	Fc	2,510 PSI
	E	2,000,000 PSI
3.05.	SOIL/SUBGRADE PROPERTIES (ASSUMED)	
	ALLOWABLE SOIL BEARING PRESSURE	ASSUMED 2000 PSF

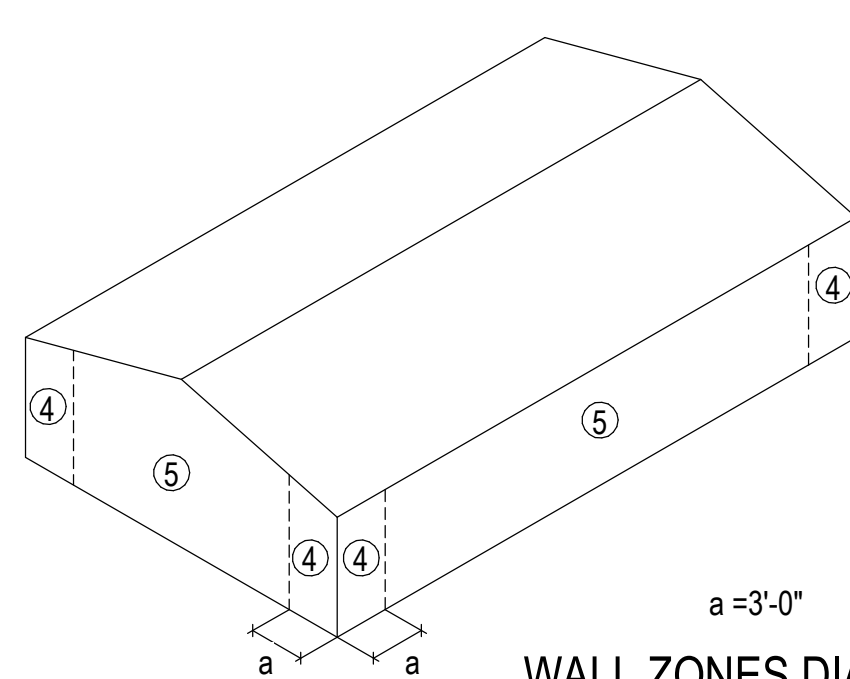
- 4.01. THE SUBSURFACE INFORMATION AND FOUNDATION DESIGN ARE BASED ON THE FOUNDATION SECTION OF THE BUILDING CODE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE FOUNDATION IS ASSUMED TO BE BEARING ON A SUBGRADE WITH A MINIMUM BEARING CAPACITY OF 2000PSF.
- 4.02. PIER AND WALL FOOTINGS SHALL BEAR ON ORIGINAL, UNDISTURBED SOIL.
- 4.03. CONTRACTOR TO KEEP EXCAVATIONS DRY AND PROTECTED FROM FROST AT ALL TIMES DURING THE FOUNDATION CONSTRUCTION.
- 4.04. FOUNDATION CONDITIONS ENCOUNTERED DURING CONSTRUCTION, WHICH DIFFER FROM THOSE DESCRIBED "ASSUMED VALUES" AND CONDITIONS SHALL BE REPORTED TO THE ENGINEER (DRYE- MCGMALERY ENGINEERING, PLLC), BEFORE FURTHER CONSTRUCTION IS ATTEMPTED.
- 4.05. SLABS ON GRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND NOTES AND SHALL HAVE CONTRACTION JOINTS INSTALLED PER PLAN. CONTRACTION JOINTS SHALL BE TYPICALLY PROVIDED SUCH THAT NO AREA BOUNDED BY CONSTRUCTION AND/OR CRACK CONTROL JOINTS CONTAINS MORE THAN 450 SQUARE FEET OF SLAB AREA, THE SPACING OF THE JOINTS DOES NOT EXCEED 36 TIMES THE SLAB THICKNESS, AND THE RESULTING ASPECT RATIO OF THE DIMENSIONS OF SLAB AREA DOES NOT EXCEED 1.5 TO 1. CRACK CONTROL JOINTS SHALL BE MADE USING A "SOFT-CUT" CONCRETE SAW AS SOON AS THE SLAB WILL SUPPORT THE WEIGHT OF THE SAW AND OPERATOR WITHOUT DISTURBING THE FINAL FINISH. THE CRACK CONTROL JOINTS SHALL BE A MAXIMUM WIDTH OF 1/8" WIDE AND A MINIMUM DEPTH OF 1/3 THE SLAB THICKNESS. REFER TO DRAWINGS FOR PRESCRIBED LOCATIONS OF CONTRACTION / CRACK CONTROL JOINTS.

- 5.01. LOAD BEARING MASONRY UNITS SHALL BE CONSTRUCTED OF STRUCTURAL LIGHTWEIGHT CONCRETE UNITS CONFORMING TO ASTM C90 TYPE N-1.
- 5.02. MAINTAIN MOISTURE CONTROL DURING STORAGE AND ERECTION AT JOB SITE TYPICAL.
- 5.03. ALL HEAD AND BED JOINTS SHALL BE FULL.
- 5.04. MASONRY TO BE LAYED IN RUNNING BOND PATTERN TYPICAL.
- 5.05. TOP 8" OF MASONRY WALLS AND PIERS TO BE GROUTED SOLID TYP.

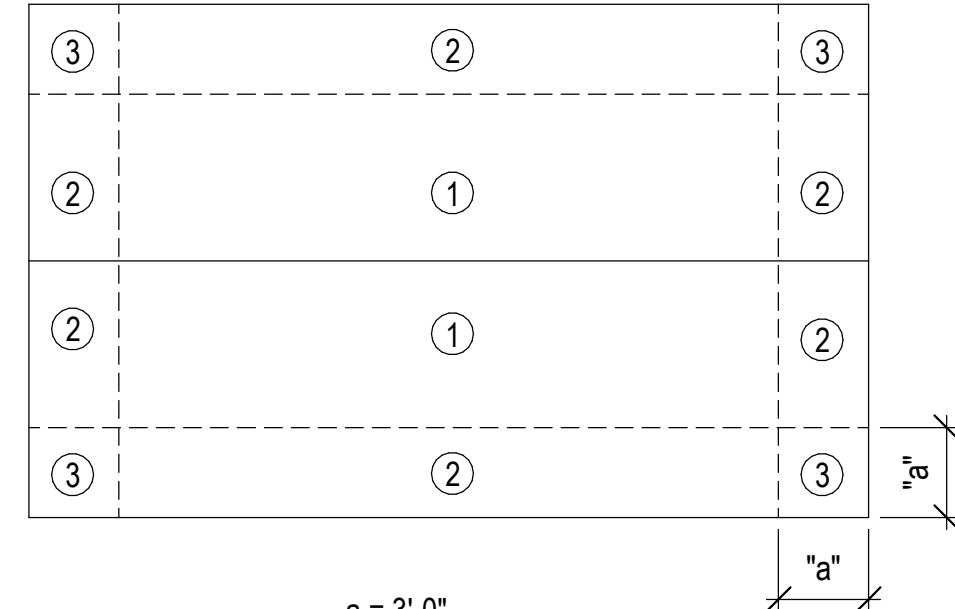
- 8.01. ALL WOOD CONSTRUCTION CONNECTORS SHOWN SHALL BE SIMPSON STRONG-TIE CONNECTORS MANUFACTURED BY SIMPSON STRONG-TIE COMPANY, INC. (OR APPROVED EQUIVALENT). BEFORE SUBSTITUTING ANOTHER BRAND, CONFORM LOAD CAPACITY BASED ON RELIABLE PUBLISHED TESTING DATA OR CALCULATIONS AND SUBMIT TO DRYE-MCGLAMERY ENGINEERING, PLLC FOR EVALUATION AND WRITTEN APPROVAL FOR SUBSTITUTION PRIOR TO INSTALLATION.
- 8.02. ALL SPECIFIED FASTENERS SHALL BE INSTALLED ACCORDING TO THE DETAILS AND THE MANUFACTURER'S INSTRUCTIONS. ALL HOLES IN CONNECTORS SHALL BE PROPERLY NAILED TO THE WOOD STRUCTURE. CONTACT DRYE-MCGLAMERY ENGINEERING, PLLC FOR FASTENERS NOT SHOWN. INCORRECT FASTENER QUANTITY, SIZE, TYPE, MATERIAL, OR FINISH MAY CAUSE THE CONNECTION TO FAIL. 16D FASTENERS ARE COMMON NAILS (8 GA. X 3 1/2") AND CANNOT BE REPLACED WITH 16D SINKERS (9GA. X 3 1/4") UNLESS OTHERWISE SPECIFIED.
- 8.03. DIAMETER (PER THE NDS, SECTION 8.1.2.1).
- 8.04. INSTALL ALL SPECIFIED FASTENERS BEFORE LOADING THE CONNECTION.
- 8.05. WELDING GALVANIZED STEEL MAY PRODUCE HARMFUL FUMES; FOLLOW WELDING PROCEDURES AND SAFETY PRECAUTIONS. WELDING SHOULD BE IN ACCORDANCE WITH AWS STANDARDS.
- 8.06. PNEUMATIC OR POWDER-ACTUATED FASTENERS MAY DEFLECT AND INJURE THE OPERATOR OR OTHERS. NAIL GUNS MAY BE USED TO INSTALL CONNECTORS, PROVIDED THE CORRECT QUANTITY AND TYPE OF NAILS ARE PROPERLY INSTALLED IN THE NAIL HOLES. GUNS WITH NAIL HOLE-LOCATING MECHANISMS SHOULD BE USED FOLLOW THE MANUFACTURER'S INSTRUCTIONS AND USE THE APPROPRIATE SAFETY EQUIPMENT.
- 8.07. MEMBERS JOISTS SHALL BEAR COMPLETELY ON THE CONNECTOR SEAT, AND THE GAP BETWEEN THE JOIST END AND THE HEADER SHALL NOT EXCEED 1/8" PER ASTM TEST STANDARDS.
- 8.08. UNLESS OTHERWISE NOTED, BOLTS AND NAILS SHALL NOT BE COMBINED. 8D, 10D, AND 16D SPECIFY COMMON NAILS.
- 8.09. UNLESS OTHERWISE NOTED, BENDING STEEL IN THE FIELD MAY CAUSE FRACTURES AT THE BEND LINE. FRACTURED STEEL WILL NOT CARRY LOAD AND MUST BE REPLACED.
- 8.10. A FASTENER THAT SPLITS THE WOOD WILL NOT SUPPORT THE DESIGN LOAD. IF THE WOOD HAS A TENDENCY TO SPLIT, PRE-BORE HOLES TO 3/4 OF THE NAIL DIAMETER (1997 NATIONAL DESIGN SPECIFICATION, 2.1.3.1).

@	AT	MECH	MECHANICAL
AB	ANCHOR BOLT	MFR	MANUFACTURER
ACI	AMERICAN CONCRETE INSTITUTE	MIN	MINIMUM
ADDL	ADDITIONAL	MISC	MISCELLANEOUS
ALT	ALTERNATE	MK	MARK
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MO	MASONRY OPENING
ARCH	ARCHITECTURAL	MPH	MILES PER HOUR
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	NS	NON SHRINK OR NEAR SIDE
B/	BOTTOM OF	NTS	NOT TO SCALE
BLDG	BUILDING	C/C	CENTER TO CENTER
BRG	BEARING	OF	OUTSIDE FACE
BTWN	BETWEEN	PL	PLATE
BYND	BEYOND	PLF	POUNDS PER LINEAR FOOT
CIP	CAST IN PLACE	PLYWD	PLYWOOD
CJ	CONTRACTION OR CONSTRUCTION JOINT	PSF	POUNDS PER SQUARE FOOT
CL	CENTERLINE	PSI	POUNDS PER SQUARE INCH
CLR	CLEAR	QTY	QUANTITY
COMP	COMPOSITE	R	RADIUS
CONC	CONCRETE	REF	REFERENCE
CONN	CONNECTION	REINF	REINFORCED OR REINFORCING
CONT	CONTINUOUS	REQD	REQUIRED
CTR	CENTER	REV	REVISION
Ø	DIAMETER	RO	ROUGH OPENING
DIM	DIMENSION	SCHED	SCHEDULE
DL	DEAD LOAD	SIM	SIMILAR
DN	DOWN	SOG	SLAB ON GRADE
DWG	DRAWING	T/	TOP OF
EA	EACH	T&B	TOP AND BOTTOM
EW	EACH WAY	T&G	TONGUE AND GROOVE
EXIST	EXISTING	TOC	TOP OF CONCRETE
EXP	EXPANSION	TOF	TOP OF FOOTING
FD	FLOOR DRAIN	TOJ	TOP OF JOIST
FDTN	FOUNDATION	TOS	TOP OF STEEL
FTG	FOOTING	TOW	TOP OF WALL
GALV	GALVANIZED	TYP	TYPICAL
ID	INSIDE DIAMETER	UNO	UNLESS NOTED OTHERWISE
IF	INSIDE FACE	VAR	VARIES
INT	INTERIOR	VEF	VERTICAL EACH FACE
K	KIP=1000 LB	VERT	VERTICAL
L	ANGLE	VIF	VERIFY IN FIELD
LB	POUND	W/	WITH
LG	LONG	W/O	WITHOUT
LL	LIVE LOAD	WWF	WELDED WIRE FABRIC

1. THE TRUSS ENGINEER SHALL DESIGN THE TRUSSES AND GIRDER TRUSSES FOR THE LOADS INDICATED ON THE STRUCTURAL DRAWINGS. SPECIAL LOAD CONSIDERATIONS, SUCH AS OVERFRAMING, ETC. SHALL BE ACCOUNTED FOR IN THE DESIGN.
2. THE TRUSS ENGINEER SHALL ACCEPT FULL RESPONSIBILITY FOR THE DESIGN. THE TRUSS ENGINEER SHALL PREPARE DESIGN CALCULATIONS AND DRAWINGS, WHICH SHALL BE SEALED, SIGNED, AND DATED BY THE RESPONSIBLE PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA.
3. THE DESIGN SHALL INCLUDE INTERNAL CONNECTIONS AND CONNECTIONS BETWEEN TRUSSES. CONNECTIONS TO OTHER STRUCTURAL MEMBERS AND ARCHITECTURAL SYSTEMS SHALL BE INCLUDED. TYPICAL DETAILS OF CONNECTIONS SHALL BE SHOWN.
4. THE MEMBER SIZE AND PROPERTIES FOR EACH MEMBER USED SHALL BE SHOWN, CLEARLY INDICATING WHERE EACH MEMBER IS BEING USED.
5. PARTICULAR ATTENTION SHALL BE GIVEN TO HEEL HEIGHTS AND TOP CHORD SLOPES TO ENSURE THAT THE FASCIA DETAILS ARE CONSISTENT, ALIGNED, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. THE MAXIMUM SPACING OF THE TRUSSES SHALL BE 24 INCHES ON CENTER, (VERIFY SPACING WITH DETAILS).
7. A SAMPLE SUBMITTAL OF THE TYPICAL TRUSS AND TRUSS GIRDER TYPES SHALL BE SUBMITTED FOR PRELIMINARY REVIEW PRIOR TO COMPLETION OF DESIGN CALCULATIONS AND DRAWINGS.
8. COMPLETE ERECTION PLANS AND DETAILS SHALL BE SUBMITTED TO EACH TRADE FOR REVIEW.
9. THE TRUSS ENGINEER SHALL BE RESPONSIBLE FOR ANY FIELD COORDINATION ISSUES WHICH MAY ARISE REGARDING THE TRUSSES, OPENINGS IN TRUSSES, AND CONNECTIONS OF TRUSSES.
10. TRUSS ENGINEER SHALL VERIFY THAT DETAILS OF CONNECTIONS SHOWN ARE APPROPRIATE FOR HIS TRUSS DESIGN. IF NOT, HE SHALL SUBMIT PROPOSED REVISIONS TO DETAILS.
11. SHIM PLATES SHALL BE INSTALLED AS REQUIRED TO PROVIDE A POSITIVE BEARING SURFACE BETWEEN THE TRUSSES AND THE STRUCTURAL BEAMS AND/OR WALLS. EACH TRUSS SHALL BEAR ON EACH BEAM AND/OR WALL WITH WHICH IT INTERSECTS AS SHOWN ON THE PLAN AND IN THE LOADING DIAGRAMS. UNLESS SPECIFICALLY NOTED, THERE SHALL NOT BE ANY SPACE BETWEEN THE TRUSSES AND THE WALLS.



WALL ZONES DIAGRAM

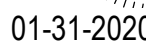
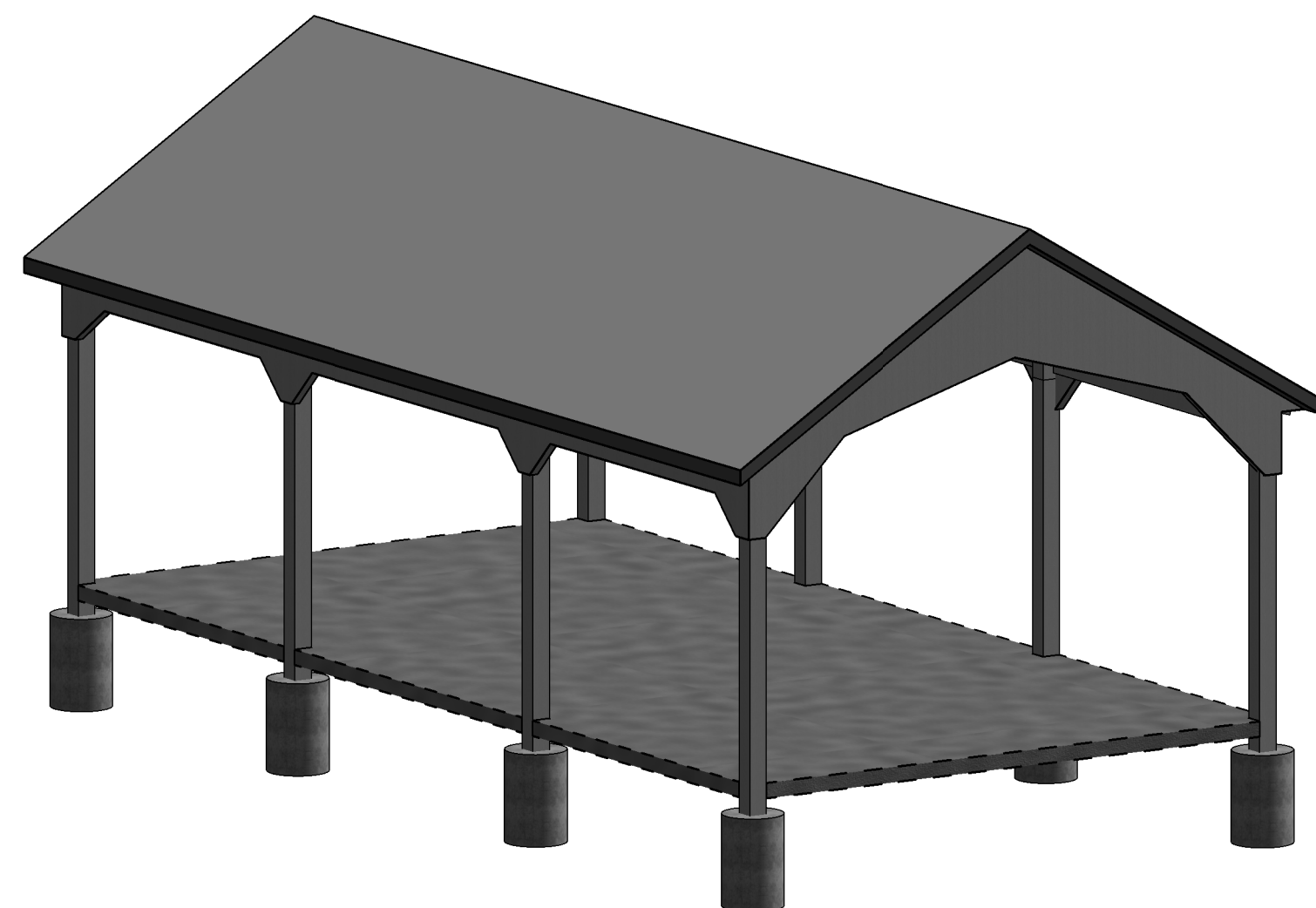


ROOF ZONES DIAGRAM

WALLS		PSF
ZONES	AREA FT 2	
	10	100
④	30 -33	26 -28
⑤	30 -41	26 -31

ROOF		PSF	
ZONE S	EDGE DIST.	AREA FT 2	
		10	100
①	N/A	18.0 -28	16.4 -25
②	8'-2"	18.0 -48	16.5 -35
③	8'-2"	18.0 -72	16.5 -56

COMPONENTS & CLADDING PRESSURE TABLES

[illegible]

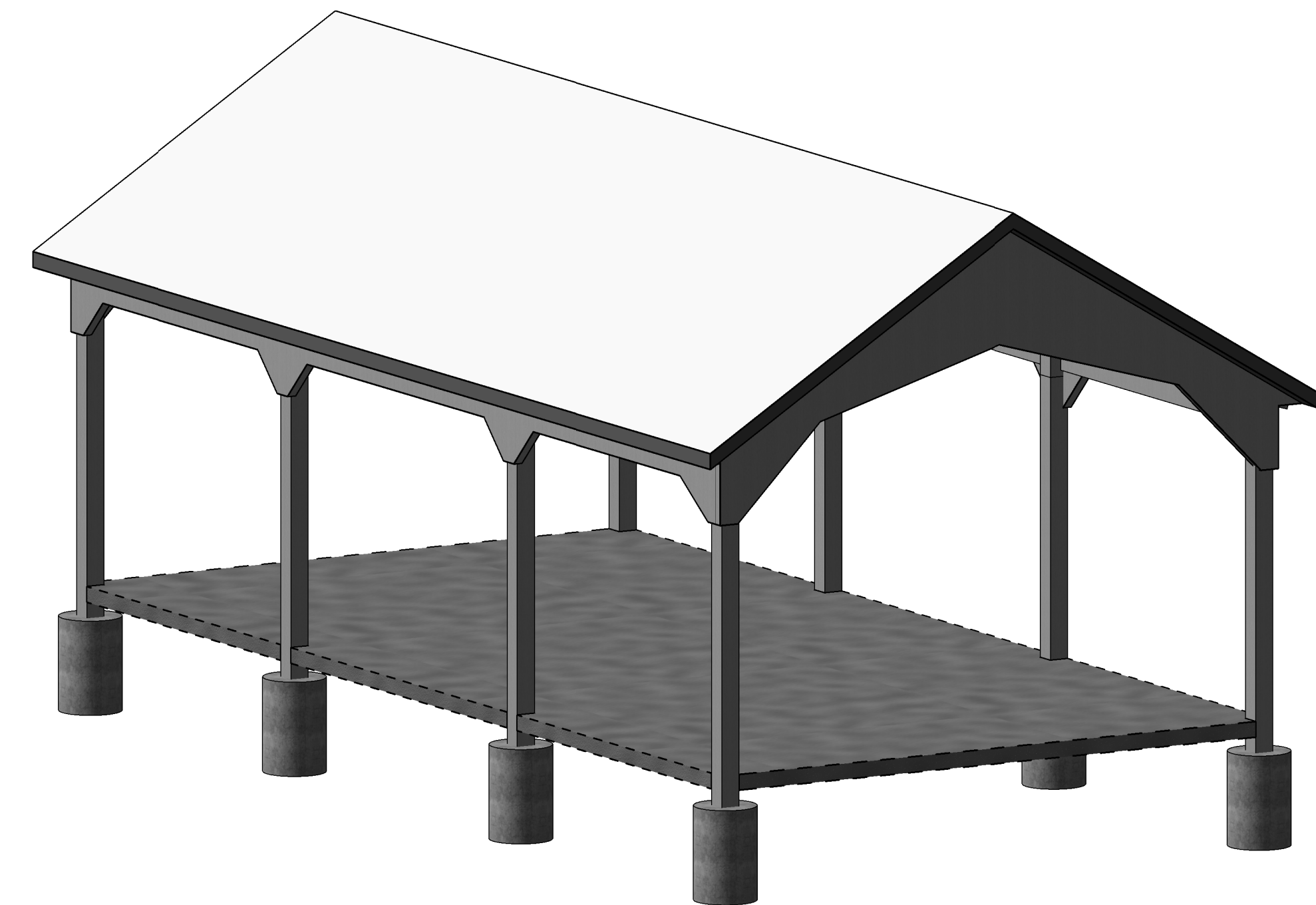
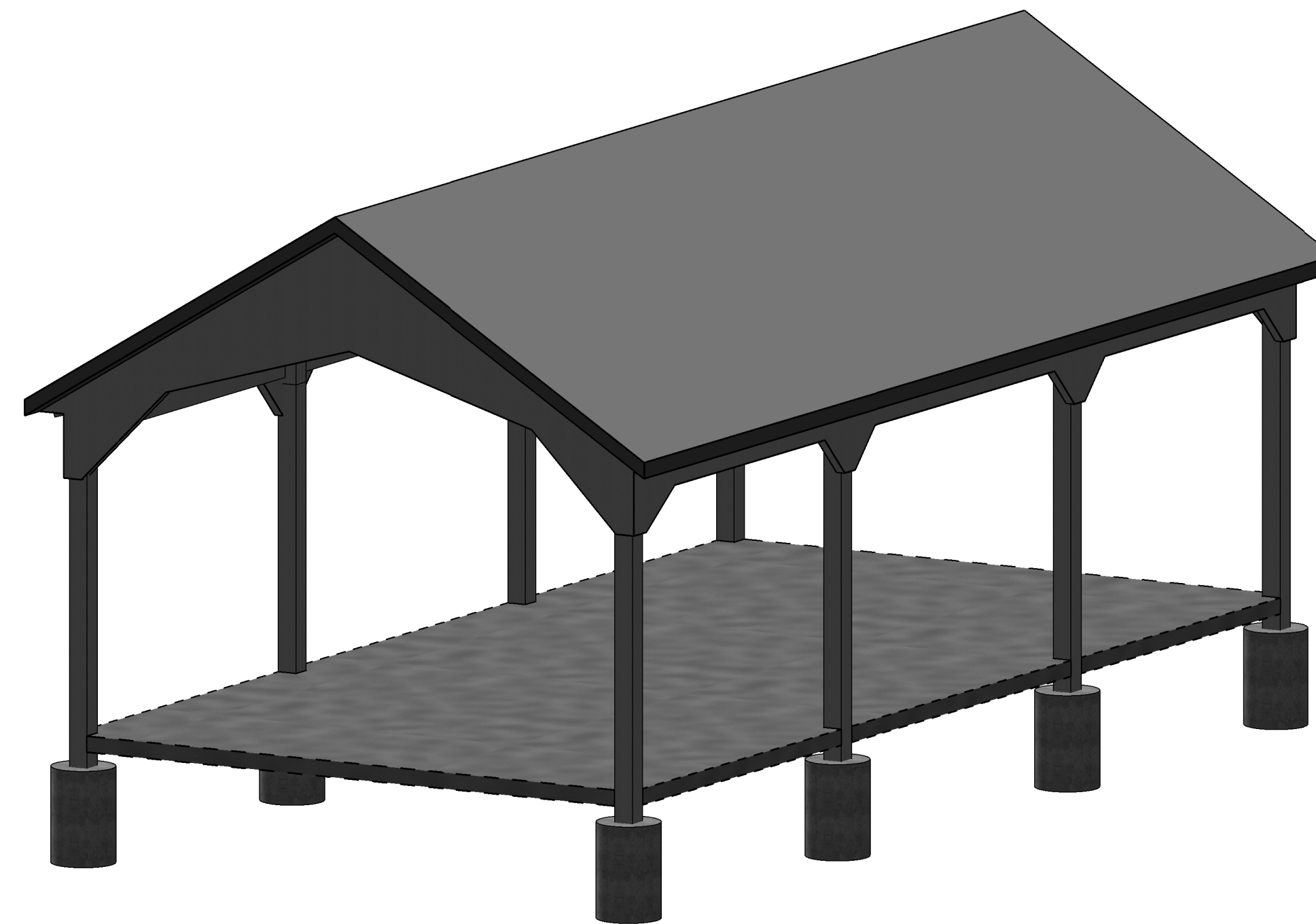
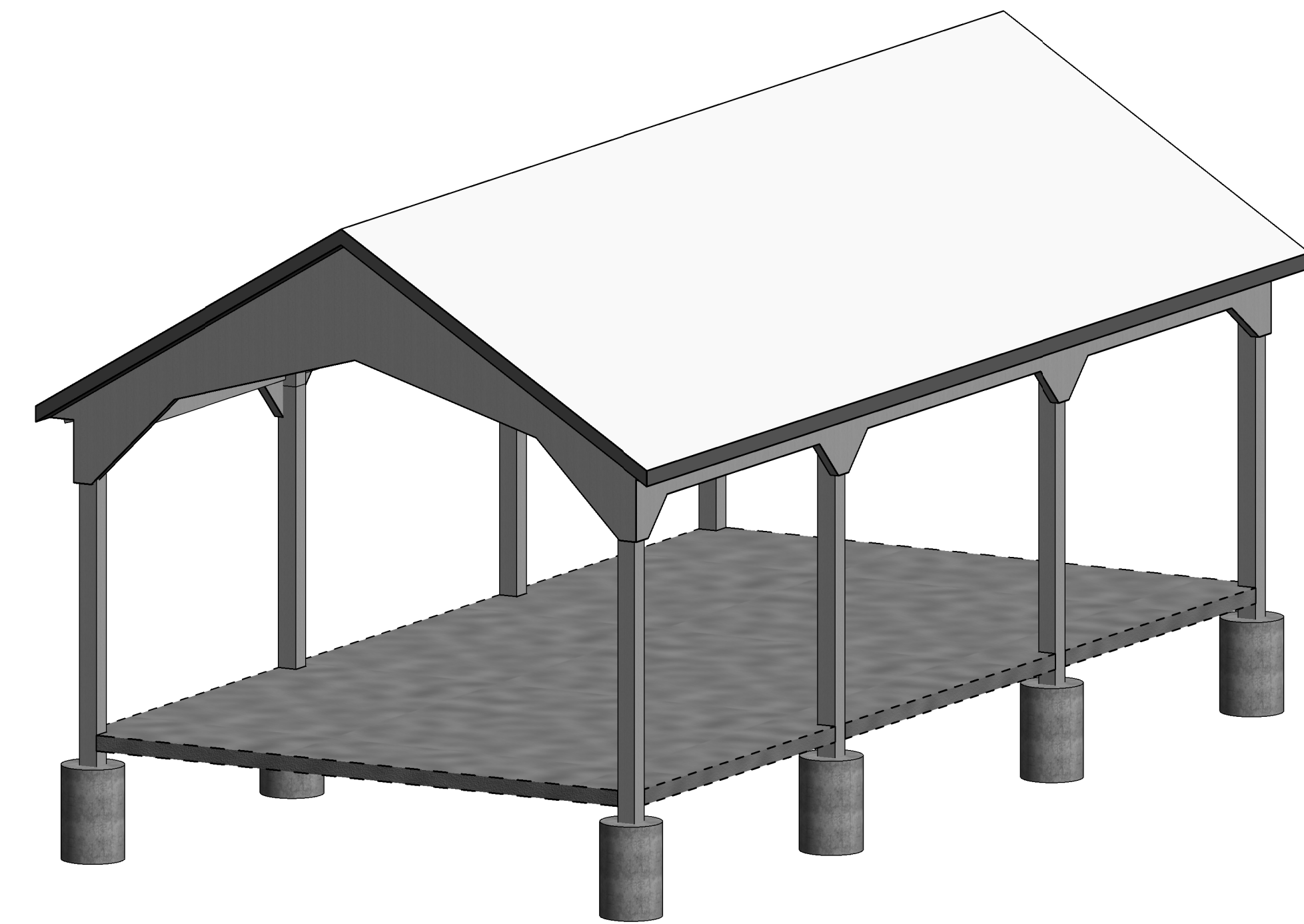
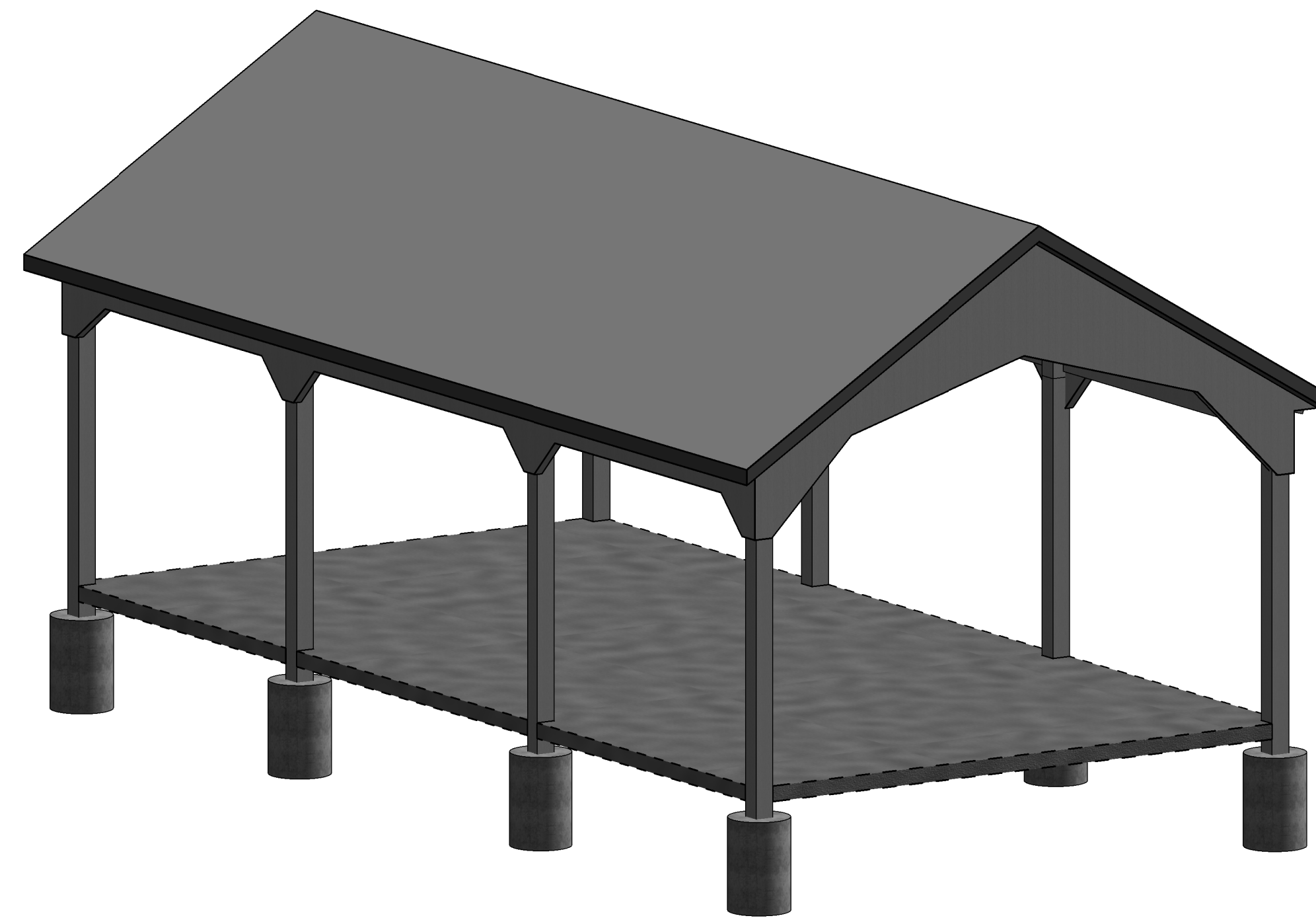
THE PAVILION
CALVARY / CRAVEN PARK
WAYNESVILLE, NC

DRYE-MCGLAMERY
ENGINEERING, PLLC
832 ARBOR ST.
CONCORD, NC 28025

ISSUED FOR
PERMIT/CONST.

DRAWN BY HWD
CHECKED BY HWD

STRUCTURAL NOTES

[illegible]

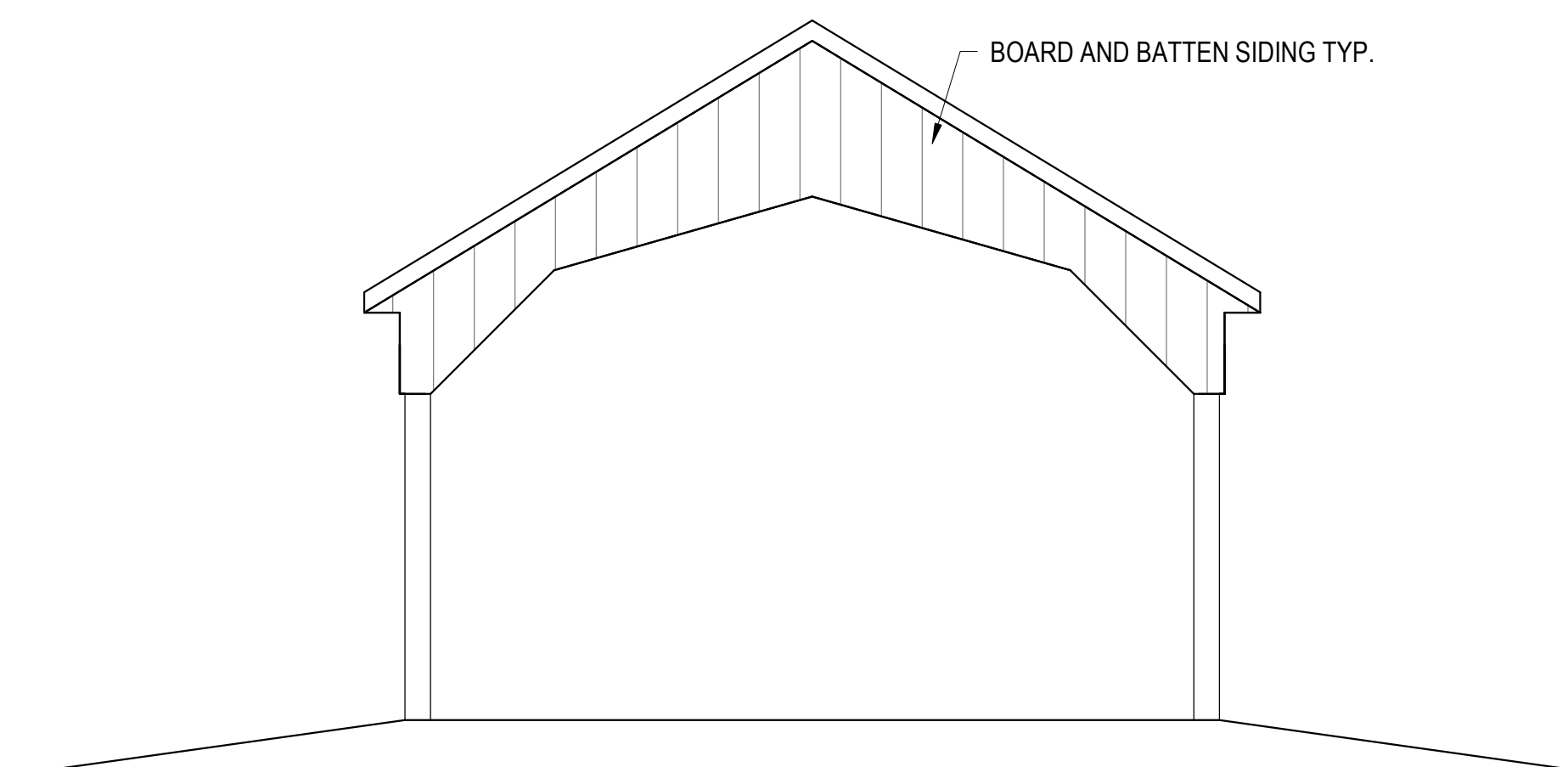
THE PAVILION
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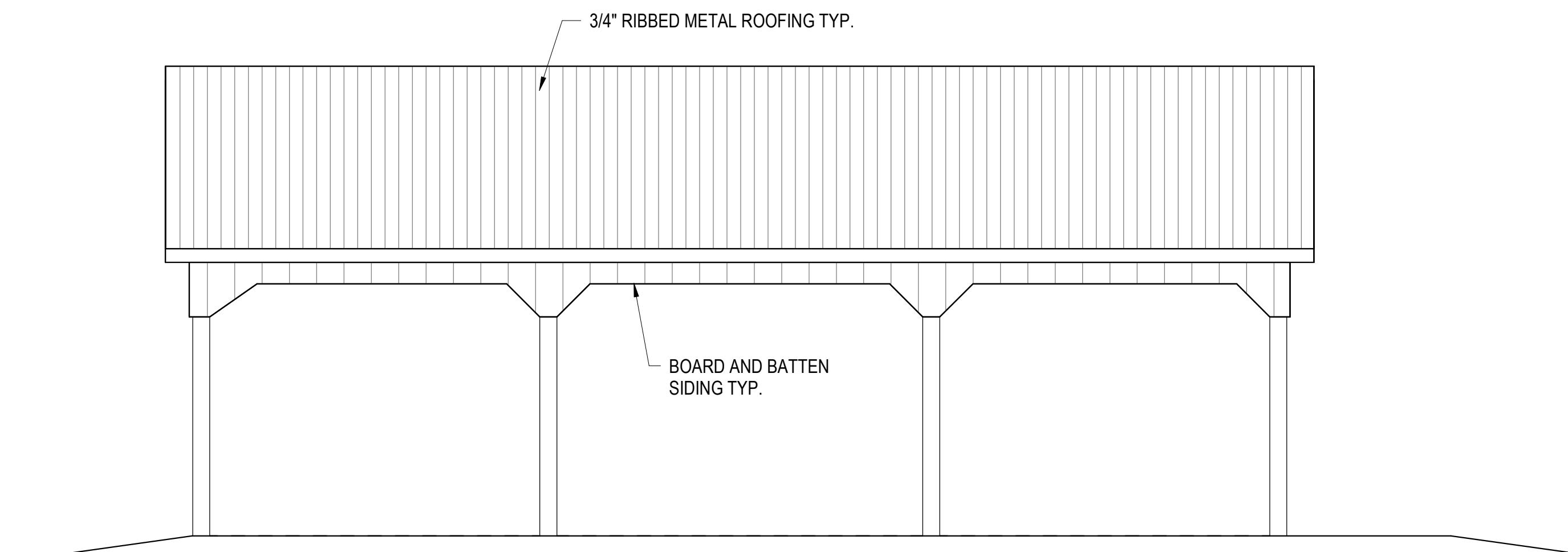
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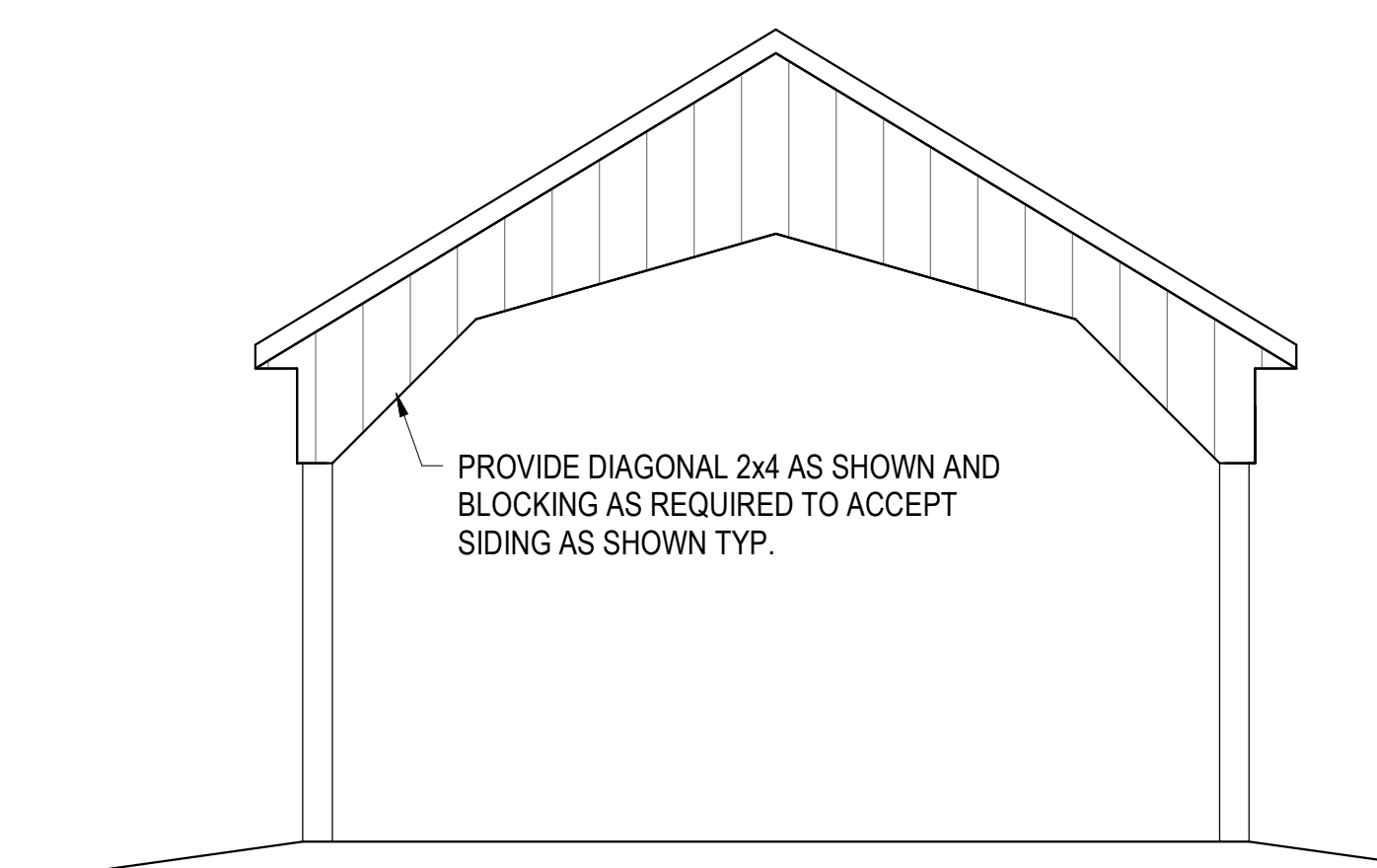
PROJECT OVERVIEW



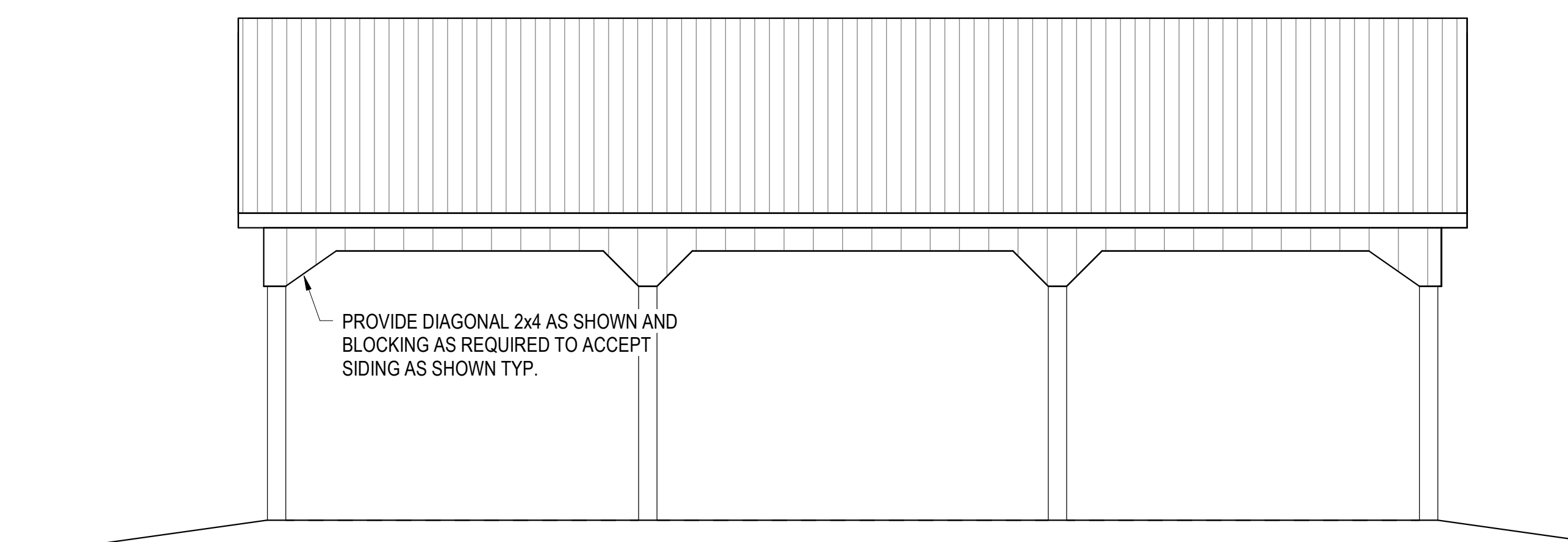
① FRONT ELEVATION
1/4" = 1'-0"



③ LEFT
1/4" = 1'-0"



② REAR ELEVATION
1/4" = 1'-0"



④ RIGHT
1/4" = 1'-0"

[illegible]

THE PAVILION
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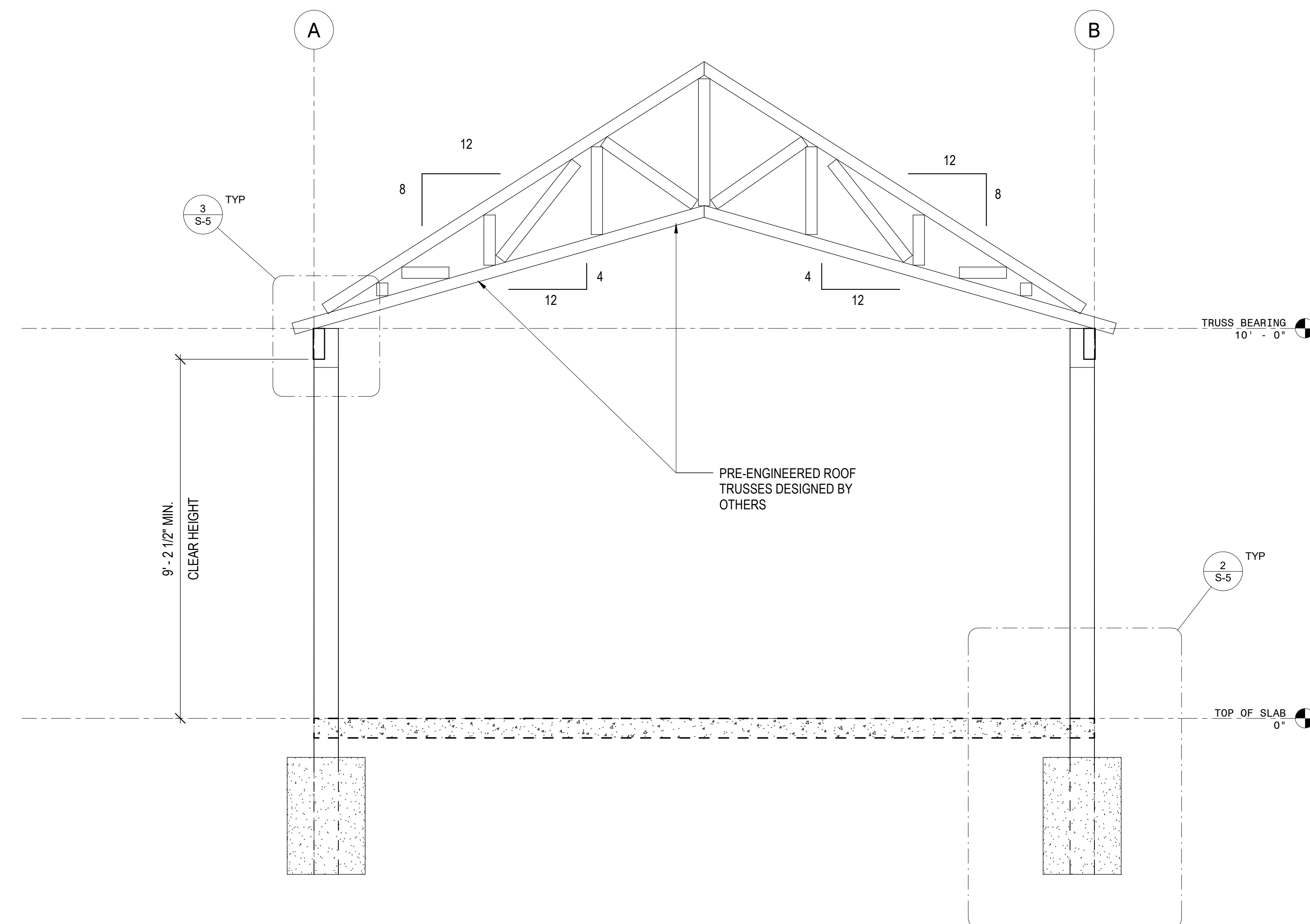
ISSUED FOR
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ELEVATIONS



01-31-2020



① Detail 2
1/2" = 1'-0"

[illegible]

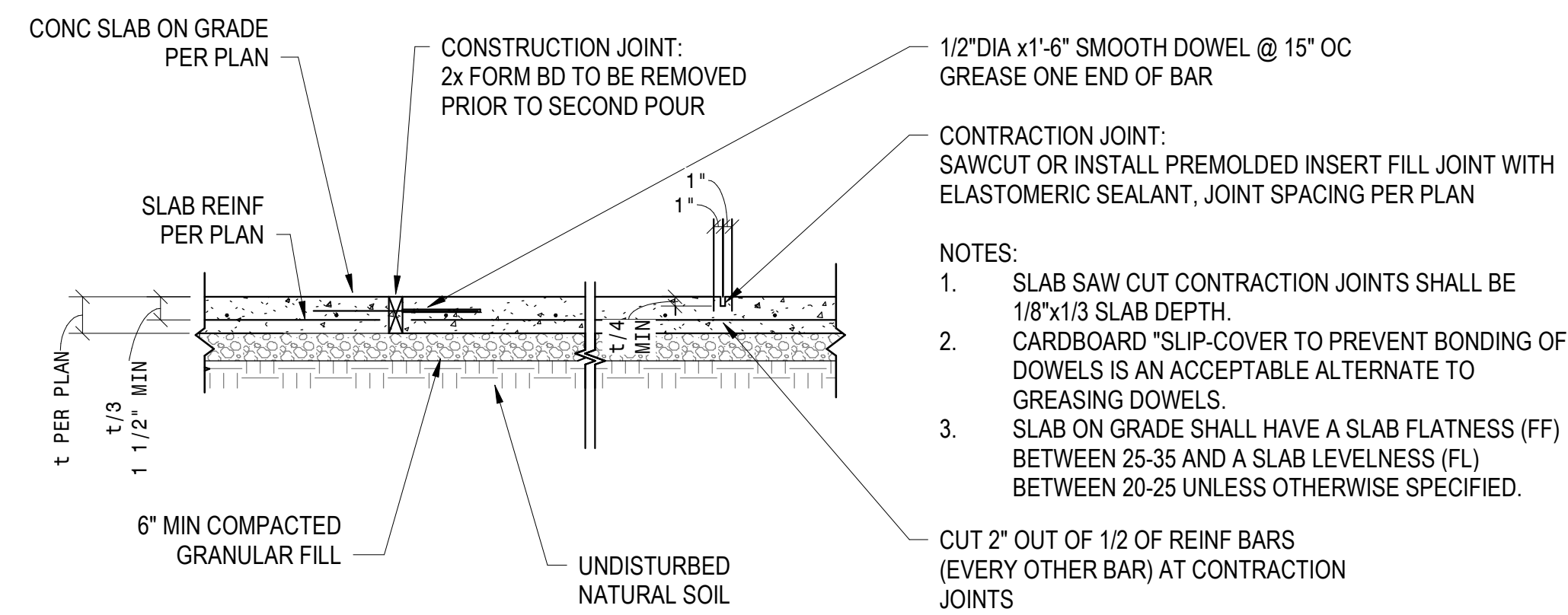
THE PAVILION
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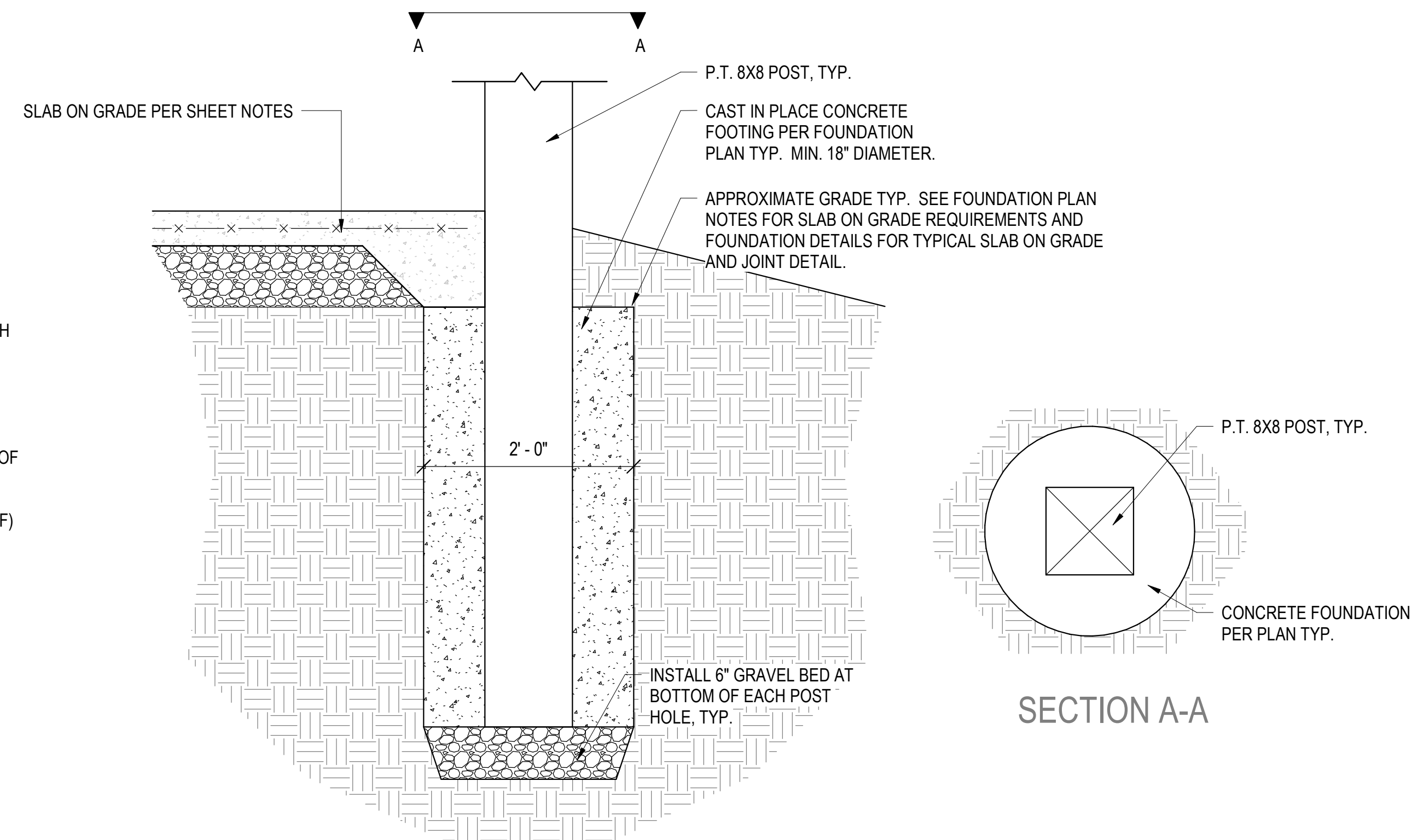
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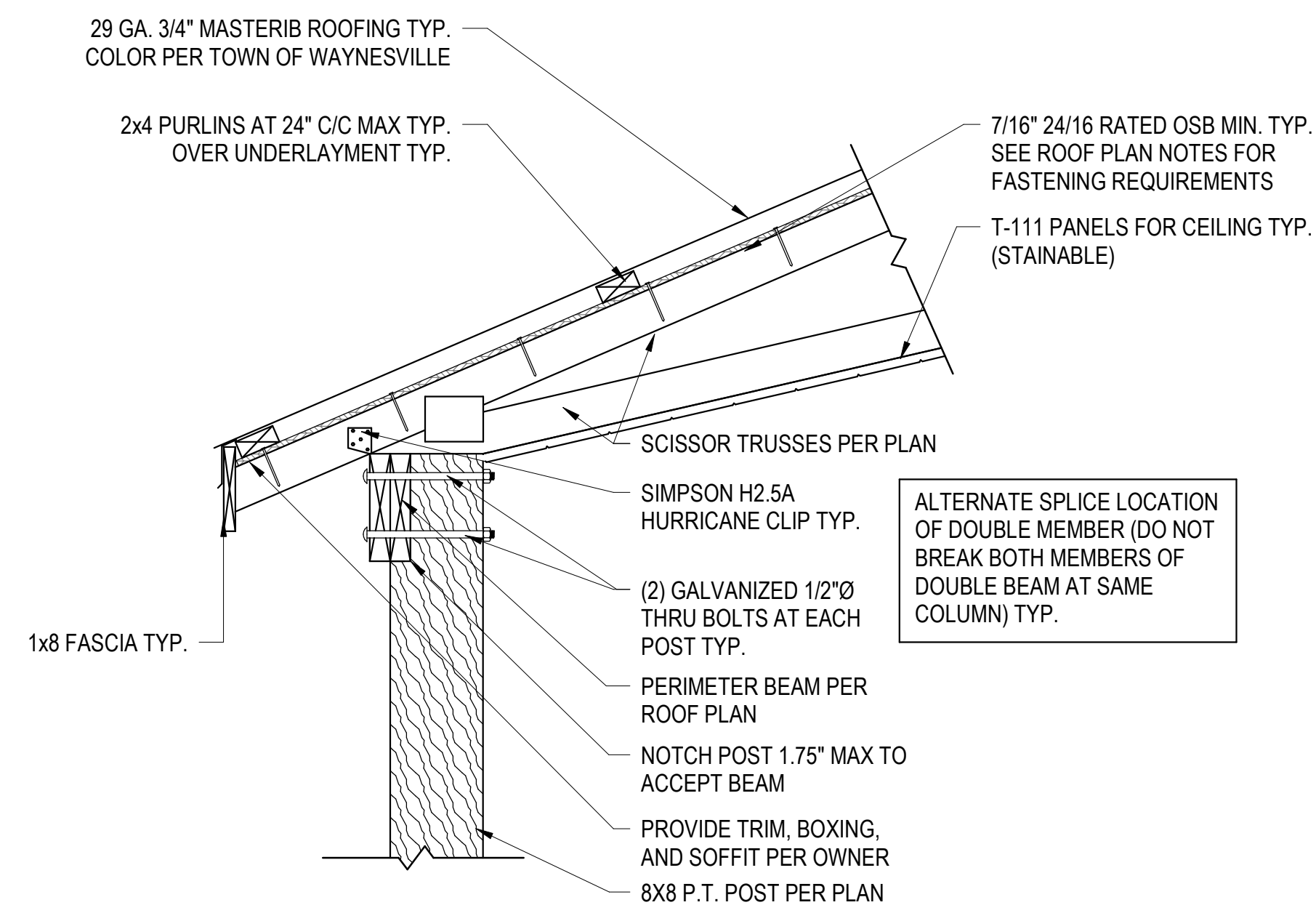
SECTIONS



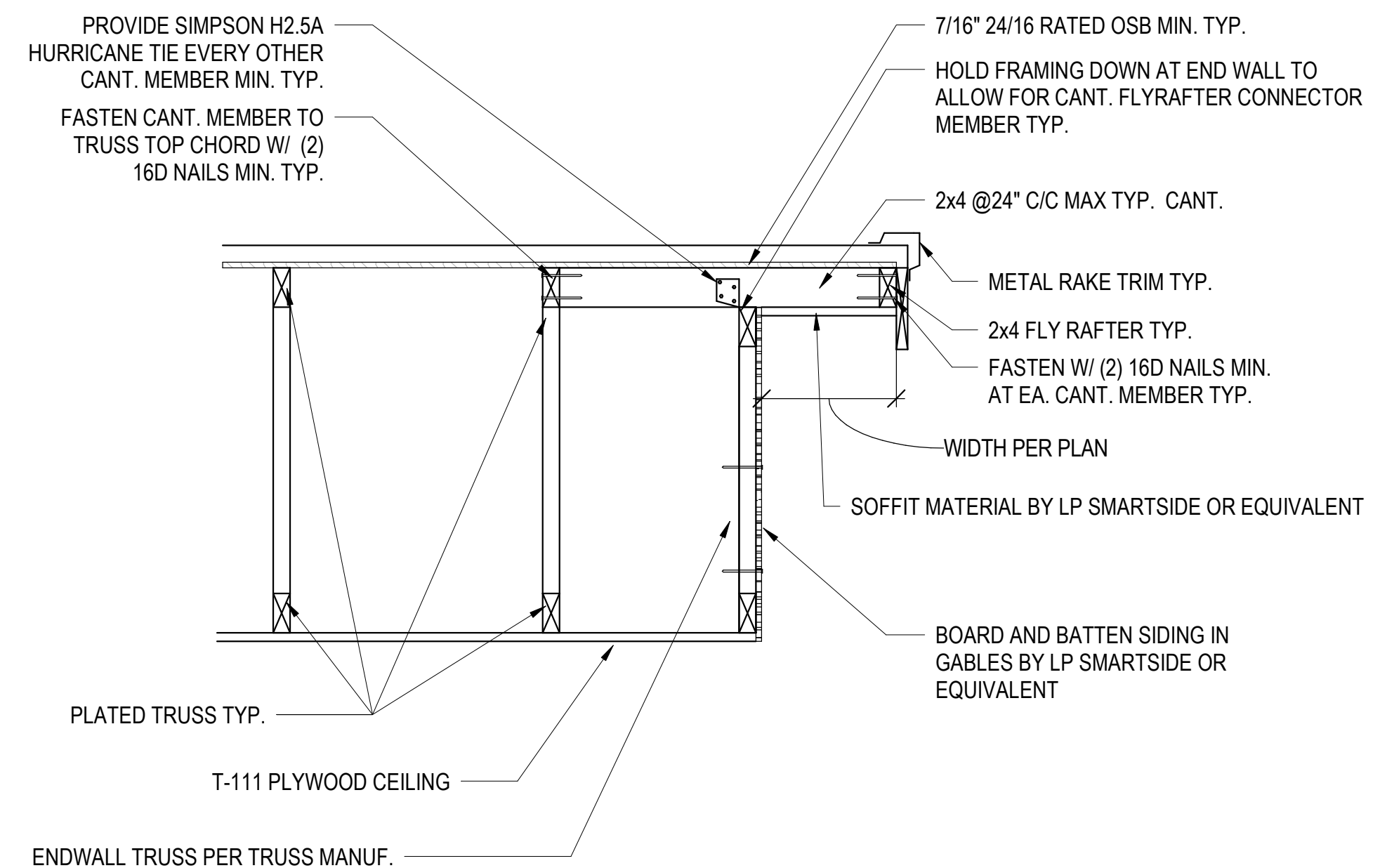
1 TYPICAL SLAB ON GRADE AND JOINT DETAIL
3/4" = 1'-0"



② TYPICAL WOOD POST BASE DETAIL
1" = 1'-0"



3 TYPICAL TRUSS TO BEAM CONNECTION
1" = 1'-0"



4 TYPICAL RAKE DETAIL - TRUSS
1" = 1'-0"

[illegible]

THE PAVILION
CALVARY / CRAVEN PARK
WAYNESVILLE, NC

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832 ARBOR ST.
CONCORD, NC 28025

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DRAWN BY HWD
CHECKED BY HWD

STRUCTURAL DETAILS

SUBMITTAL FOR CONSTRUCTION SERVICES

Town of Waynesville – BI-LO PARK PAVILION DEMOLITION AND RECONSTRUCTION

Submitted by:

Enterprises G, Inc.

1412 Sand Branch Road

Black Mountain, NC 28711

1. Firm Information

Company Name: Enterprises G, Inc.

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

Officers and Key Personnel:

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

2. Experience

Enterprises G, Inc. has over 15 years of experience in heavy civil construction, specializing in public infrastructure projects, including FEMA-funded recoveries, park structures, and municipal improvements. Our team has extensive experience in demolition, structural wood framing, and site restoration, and we are fully versed in federal compliance standards including FEMA Public Assistance (PA) documentation requirements. We have completed multiple projects for municipalities and state agencies, consistently delivering high-quality work on schedule and within budget. Our team is proficient in managing environmentally sensitive sites and maintaining traffic flow and public access during construction.

Representative Projects Include:

- **Etowah Library Outdoor Stage**, Flat Rock, NC – 2024
Scope: Constructed two pedestrian bridges over Dye Branch and completed associated grading, stream bank and bed stabilization, paving, and erosion control.
Client: Henderson County
- **Blue Ridge Community College, Spearman Building**, Asheville, NC – 2024
Scope: Led multiple construction projects focused on both aesthetic and functional

improvements to the campus. These included the expansion of academic building facilities, as well as comprehensive renovations to various interior and exterior spaces to enhance usability and campus appeal.

Client: Blue Ridge Community College

- **111 Mauldin Way**, Lake Lure, NC- 2024

Scope: This project involved the construction of a 1,900 square foot ranch-style home, which included comprehensive sitework, grading, and obtaining all necessary permits. The scope covered both interior and exterior construction, ensuring a functional, modern design. Site preparation included grading, foundation work, and utility connections to meet all zoning and regulatory requirements. The project also integrated sustainable building practices and energy-efficient solutions, resulting in a high-quality, long-lasting living space for the homeowner.

Client: Jennifer Raulerson

3. Client References

1. **Brian Cotton**

Capital Projects Superintendent

Phone: (828)845-5703

Email: bcotton@hendersoncountync.gov

2. **Marshall Morris**

Capital Projects Coordinator

Phone: (828) 329-6148

Email: marshallm@blueridge.edu

3. **Christopher Hill**

Maintenance Supervisor, Henderson County Facility Services

Phone: (828) 458-4662

Email: chill@hendersoncountync.gov

4. Scope of Work & Project Plan

A. Demolition

- Full removal of damaged pavilion and concrete footings
- Safe handling and disposal of all debris per FEMA/local guidelines

- On-site coordination to protect existing park features

B. Pavilion Construction

- Construction per Drye-McGlamery plans (Sheets S-0 to S-5)
- Compliance with 2018 NC Building Code and ASCE 7-10
- Key elements:
 - Concrete slab-on-grade
 - Structural framing & prefab trusses
 - T-111 stained wood ceiling & LP SmartSide siding
 - Metal roofing, structural connectors (Simpson Strong-Tie or approved equal)

C. Electrical Work

- Trenching (~60 ft) and conduit installation from new power pole
- Install 8 recessed ceiling can lights
- Coordination for inspections with Town & utilities

D. Grading & Site Restoration

- Pre-construction grading as necessary
- Final seeding and straw application to all disturbed areas

E. Compliance

- FEMA documentation: photos, materials receipts, labor logs
- OSHA, environmental and stormwater controls fully enforced

5. Work Plan & Timeline

Estimated Start Date: Within one (1) week of permit approval.

Permit Processing: All required permits will be applied for immediately upon receipt of written authorization to proceed.

Estimated Project Duration: Approximately six (6) weeks from the date of permit approval.

Project Phases:

- **Phase 1 – Demolition**

Duration: Two (2) weeks

This phase includes the removal of existing structures, debris clearance, and site preparation.

- **Phase 2 – Concrete & Slab Work**

Duration: Two (2) weeks

This phase encompasses all foundational work, including formwork, reinforcement placement, pouring, and curing of concrete slabs.

- **Phase 3 – Framing & Electrical Work**

Duration: Two (2) weeks

This phase involves structural framing and installation of electrical systems.

A detailed Gantt chart-style schedule is available upon request for further clarity and timeline tracking.

6. Itemized Cost Proposal

Item	Estimated Cost
Demolition & Debris Removal	\$ 12,276
Pavilion Construction (all trades)	\$48,330
Slab work	\$12,500
Materials, taxes permits:	\$32,719
Total Proposal Cost	\$105,825

7. Litigation History

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

8. Quality of Work

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

Our past clients, including the Village of Flat Rock, the State of North Carolina, and the City of Hendersonville, have consistently provided positive feedback on our professionalism, attention to detail, and successful project outcomes.

9. Public Sector Construction Knowledge

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

We also understand public transparency expectations, pay application procedures, and the importance of maintaining access and safety during construction in publicly used areas.

10. Commitment to Timely Completion

Enterprises G, Inc. understands that the Sanctuary Drive Culvert Replacement & Roadway Repair Project must be completed within **thirty (30) calendar days from the date of the Notice to Proceed**, as stipulated by the Town of Waynesville. We are fully prepared to meet this schedule and have reserved internal labor, equipment, and material procurement resources accordingly.

Our team will implement an efficient construction schedule, with allowances for extended work hours and weekend activity if necessary, to ensure on-time completion. Close coordination with Town officials, subcontractors, and suppliers will be maintained to prevent unnecessary delays.

This commitment is made with the understanding that the timeline is subject to extensions for causes beyond the contractor's control, including but not limited to acts of God, severe weather events, utility conflicts, concealed site conditions, and other

unforeseen circumstances not caused by Enterprises G, Inc. Any such delays will be communicated promptly and documented in accordance with project requirements.

11. Permits and Fees

Enterprises G, Inc. acknowledges the need to coordinate with the appropriate authorities for all required construction permits related to the Sanctuary Drive Culvert Replacement & Roadway Repair project. However, as a condition of our participation, we respectfully clarify that our firm will not be responsible for payment of any permitting fees or associated regulatory costs.

Should the Town of Waynesville require Enterprises G, Inc. to assist in the preparation or submission of permit applications (e.g., erosion control, right-of-way access, NCDOT coordination), we will do so in a timely and professional manner, but all permitting costs shall remain the responsibility of the Owner.

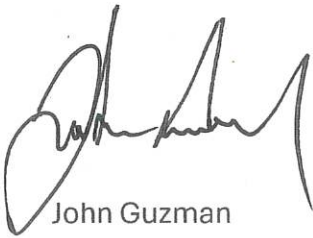
12. Acknowledgment

Contractor agrees to all terms and conditions listed in the RFP package dated August 11, 2025, and any issued addenda. All services will be completed in compliance with FEMA PA Program requirements, state building codes, and all applicable laws and regulations.

13. Certification Statement

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

Signed,

A handwritten signature in black ink, appearing to read 'John Guzman', with a stylized, flowing script.

John Guzman
Vice President & Project Manager
Enterprises G, Inc.
Date: August 4, 2025

Expiration Date

2025

License No.

86907

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Enterprises G, Inc

Black Mountain, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

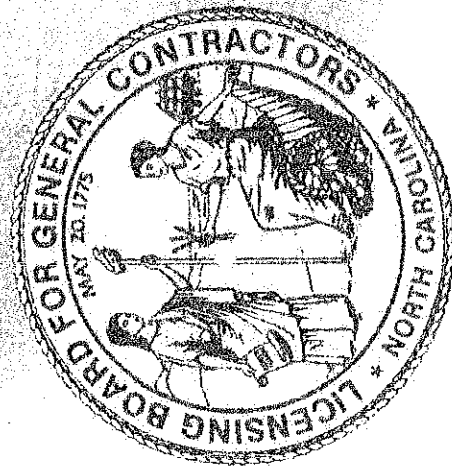
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/13/2025

This certificate may not be altered.



[Signature]

Chairman

[Signature]

Secretary-Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2025

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

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

PRODUCER ALLCHOICE Insurance - Winston Salem PO Box 24398 Winston Salem NC 27114-4398		CONTACT NAME: Heather Bailey PHONE (A/C, No, Ext): 336-765-1971 FAX (A/C, No): E-MAIL: info@allchoicelnsurance.com ADDRESS: info@allchoicelnsurance.com	
INSURED Enterprises G Inc. 6605 Mountain View Rd Blowing Rock NC 28605		INSURER(S) AFFORDING COVERAGE INSURER A: Builders Mutual Insurance Company NAIC # 10844 INSURER B: Accident Fund National Ins Co 12305 INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CPA0020447	08/21/2025	08/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	100131947	08/11/2025	08/11/2026

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Day cancellation notice applies for General Liability and Workers Comp

CERTIFICATE HOLDER**CANCELLATION**

North Carolina Department of Natural and Cultural Resources 109 E Jones St Raleigh NC 27601-1023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Heather Bailey</i>
--	--

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State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of HAYWOOD

(Name of Bidder)

Affidavit of ENTERPRISES G INC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving 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 a 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.

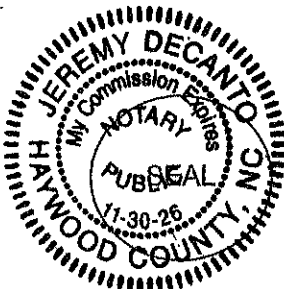
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 9-15-25

Name of Authorized Officer: JOHN J. GORMAN

Signature: [Signature]

Title: VP



State of North Carolina County of Buncombe

Subscribed and sworn to before me this 15th day of September 2025

Notary Public Jeremy Decanto

My commission expires 11/30/2026



**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/14/2025**

SUBJECT: Recommendation to Award Contract for Parks and Recreation Master Plan Professional Services

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland/Will Cauthen with Withers-Ravenel

BRIEF SUMMARY:

The Town of Waynesville issued a Request for Proposals (RFP) for professional planning services to prepare a new **Parks and Recreation Master Plan**. Multiple proposals were received and evaluated per North Carolina General Statute requirements. While **Withers-Ravenel** submitted the **next to lowest bid** at **\$75,000** (within \$3,000 of the lowest proposal), staff recommends awarding the contract to Withers-Ravenel based on several key factors, including **proximity to the region, demonstrated experience with visitor and tourism enhancement** in alignment with the awarded **TDA grant**, and their **active engagement** throughout the selection process via phone consultations and an on-site parks tour.

Withers-Ravenel's proposal meets all requirements and proposed timelines. After further discussion with staff, the scope was enhanced to include:

- Two (2) community workshops/open houses
- Two (2) Town Council work sessions (in addition to the final adoption presentation)

The addition of these public engagement sessions adjusted the total project cost from **\$75,000 to \$82,000**. These additional services can be subtracted if deemed necessary. Project funding will be supported by the **\$75,000 TDA grant** and approximately **\$29,000** in funds raised from the **Rec Jam fundraiser**. Any remaining funds will be available for potential plan enhancements as the project progresses.

MOTION FOR CONSIDERATION:

To recommend award of contract to **Withers-Ravenel** in the amount of **\$82,000** to conduct professional services for the development of the Town of Waynesville Parks and Recreation Master Plan, and to authorize staff to proceed with execution of the agreement and related documents per North Carolina General Statutes.

FUNDING SOURCE/IMPACT: TDA grant and funds raised

ATTACHMENTS: bid tab, Withers-Ravenel contract, RFP submitted by Withers-Ravenel, bid tab

MANAGER'S COMMENTS AND RECOMMENDATIONS: See above



Town of Waynesville: Updated Masterplan Waynesville Parks & Recreation

Company	Date & Time Bid Was Received	Meets Requirements: PARTF- Compliant Planning, Methodology & Approach, Timeline, Cost Proposal Broken Down by Task, Examples of Three Similar Projects Completed in NC & References From NC Municipal Clients	Bid Amount	Project Completion Timeframe
Withers Ravenel	9/12/25 - 11:15 AM	Met All Requirements	\$75,000	10 Months From Start Date
Destination By Design	9/12/25 - 12:00 PM	Met All Requirements	\$98,500	9 Months From Start Date
Benesh	9/12/25 - 1:10 PM	Met All Requirements	\$86,100	9 Months From Start Date

September 30, 2025

Luke Kinsland, Parks & Recreation Director
Town of Waynesville
550 Vance Street
Waynesville, NC 28786

RE: **Agreement for Professional Services**
Town of Waynesville, Comprehensive Parks & Recreation Master Plan
Waynesville, North Carolina
WithersRavenel Project No. 25-0958

Dear Mr. Kinsland,

We want to thank you for the opportunity to provide this proposal to prepare a Comprehensive Parks & Recreation Master Plan. Our Design + Planning Group has extensive experience with these types of projects, and we are very excited about the opportunity to work with the Town of Waynesville and the community to develop a plan which will serve as a road map for future improvements and strengthen the Town's position for funding opportunities.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached agreement. My contact information is below.

Sincerely,
WithersRavenel



Greg Feldman, AICP
Project Manager, Design + Planning
gfeldman@withersravenel.com
Ph. 919.830.8822

Town of Waynesville Waynesville, North Carolina Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Waynesville and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

WithersRavenel is pleased to present this agreement for the professional planning services to the Town of Waynesville for the Comprehensive Parks & Recreation Master Plan. The goal of the project is to develop a 10-year planning document that makes strategic recommendations for the Parks and Recreation Department. The plan will leverage existing conditions analysis and public engagement to identify existing and future community needs and set forth a phased approach to forward recommended projects. The plan will also make recommendations as to department operations and Town policies as required to support infrastructure and programming efforts, in addition to considering overall community growth and funding. For the purposes of this agreement and any subsequent agreements the following references shall apply:

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- ▶ Town of Waynesville shall be known as the "Client"; WithersRavenel shall be known as the "Consultant"; The property and overall project shall be known as the "Project"; Waynesville shall be known as "Town"; Haywood County shall be known as "County"; The executed agreement shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- ▶ Project Kickoff, Inventory & Analysis: Estimated 3 Months total;
- ▶ Community Needs Assessment: Estimated 5 Months total;
- ▶ Master Plan Document: Estimated 2 Months total;

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness and additional permit and/or plan reviews;
- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

From the above and factoring in variability in the approval process, and overlapping task deliverables, we estimate the total project timeframe for the Scope of Services to be 10 Months.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its “Basic Services” under the Agreement:

Task 1. Project Kickoff, Inventory, & Analysis

1.1. Project Kickoff & Data Collection

The Consultant will coordinate with all project team members to ensure that the scope, schedule, and data gaps are clear during the virtual project kick-off meeting. This coordination will continue throughout the project process to maintain clear communication between all team members and the Client via bi-weekly project updates.

The Consultant will prepare a summary document outlining the Town’s previous planning efforts, demographic trends, and other background considerations important to the planning efforts. This document will become part of the Existing Conditions chapter of the plan. The Client will provide the Consultant with a complete list of public and private parks/amenities with addresses, a count of all park facilities within the Town (i.e. basketball courts, gymnasiums, miles of trail), and a list of all programs undertaken by the Town and its partners including attendance/sign up counts, where available. The Client will provide the Consultant with all relevant site plans, master plans, renderings, and/or GIS data.

1.2. Park, Program, & Operations Evaluations

Using the information provided by the Client, the Consultant will physically evaluate the Town’s 12 (twelve) park and recreation facilities using a variety of factors including conditions, accessibility, program/recreation elements, maintenance, and safety. The Consultant will also evaluate the park facilities and acreage against national benchmarking standards for communities of a similar size. These items will again be evaluated based on a future population projection for the Town to understand how community needs may change over time. Additionally, the Consultant will develop a level-of-service map with service area boundaries for the existing facility. The map will depict geographic service gaps. The Consultant will evaluate the program offerings alongside demographics and community needs to provide a better understanding of the level of service these programs provide the community. The Consultant will also evaluate Department staffing and policies to provide an understanding of current Department operations. Funding practices, sources, and department fees will be analyzed as part of this evaluation.

Task 1 Key Deliverables:

- ▶ One (1) virtual kickoff meeting with two (2) Consultant staff members.
- ▶ Demographic analysis and previous planning efforts (Word & PDF).
- ▶ Park site evaluations with two (2) Consultant staff members.
- ▶ Park evaluation summary (Word & Excel).
- ▶ Park facility and program benchmarking summary (Word & Excel).
- ▶ Up to four (4) Park level of service maps and summary of LoS findings (PDF & Word).
- ▶ Programming evaluation and summary (PDF & Word).
- ▶ Department staffing and operations evaluation and summary (PDF & Word).
- ▶ Documentation will be provided that meets PARTF application requirements (Word & PDF).

Task 1 Client Responsibilities:

- ▶ Provide the Consultant with all necessary documentation of facilities, operations, policies, and programs.

Task 2. Community Needs Assessment

The Consultant will engage the community through in-person meetings, a community survey and by working with key stakeholders and community leaders. A project Steering Committee will be identified by the Client, and the Consultant will meet periodically with this group up to three (3) times throughout the project to relay data and engagement findings, review results and preliminary recommendations, solicit feedback, and to review final deliverables prior to plan adoption.

A community-wide survey will be conducted during the process. The consultant will use SurveyMonkey.com to solicit feedback from the Waynesville community regarding existing recreation conditions and future needs. The Client will distribute the survey via Parks and Recreation Department's social media pages, the Town website, and through in-person engagement during community events. The Consultant will summarize the survey results and will work with the Client to develop the overarching vision of the plan.

The Consultant will host two (2) drop-in public workshops during the project. The first workshop will be to present existing conditions, demographics, and initial analysis results. At this meeting the community will be provided with the opportunity to express their recreation needs and aspirations. Following the first workshop, the Consultant will meet with the Client in a working/visioning session to review the project, discuss existing conditions/preliminary findings, report on initial public feedback, and begin to outline a vision for the system's future including key projects or recommendations.

Following the working/visioning session, the Consultant will prepare preliminary recommendations based on the identified needs through analysis, the results of public engagement, and the Client visioning session. The second workshop will be to review and receive feedback on the preliminary recommendations.

The Client will select the venue for the workshops and will advertise the event via the Town's website, and social media outlets. During the workshops, the Consultant will attend with two (2) staff members, and the Consultant will summarize the workshop results.

Following the second workshop, the Consultant will revise the plan vision and recommendations based on public feedback with consultation from the Client. The Consultant will prepare a summary of community engagement efforts, the results of the efforts, and their impact on the overall direction of the Master Plan.

Task 2 Key Deliverables:

- ▶ Virtual survey hosted via SurveyMonkey.com.
- ▶ Draft vision and goals (Word).
- ▶ Draft plan recommendations (Word).
- ▶ Up to three (3) virtual Steering Committee meetings.
- ▶ Up to two (2) in-person Town Council Work Sessions.
- ▶ Two (2) public workshops with two (2) Consultant staff members.
- ▶ Up to eight (8) information or planning stations with boards or maps provided by the Consultant per workshop (PDF).
- ▶ Community engagement and needs assessment summary (Word, approximately 4-pages).
- ▶ Documentation will be provided that meets PARTF application requirements (Word & PDF).

Task 2 Consultant Responsibilities:

- ▶ Draft, host, and summarize virtual survey.
- ▶ Facilitate up to three (3) virtual Steering Committee meetings.
- ▶ Facilitate up to two (2) in-person Town Council Work Sessions.
- ▶ Develop workshop boards and maps for Client review.

- ▶ Draft plan recommendations following Workshop #1.
- ▶ Work with Client to review preliminary findings and public feedback and generate recommendations and a vision for the plan.
- ▶ Draft vision and goals.
- ▶ Work with Client to incorporate public feedback into the plan.
- ▶ Summarize public engagement results following Workshop #2.

Task 2 Client Responsibilities:

- ▶ Identify Steering Committee membership.
- ▶ Provide final direction regarding the plan's vision and goals.
- ▶ Advertise survey and public workshops.
- ▶ Coordinate and schedule public workshops.
- ▶ Work with Consultant in working/visioning session.
- ▶ Attend public workshops with at least one (1) staff member.

Task 3. Master Plan Document

Following engagement meetings, the Consultant will work with the Client to finalize a 10-year vision and recommendations for the parks and recreation system. This will include a series of action items based on the goals and objectives defined in the vision. These action items will include recommended levels of park facilities and recreation program services, staffing and department recommendations, and project-specific recommendations in list format.

The Consultant will also work with the Client to establish recommendations for new and/or updates for Town policies and ordinances to guide future park acquisition, facility development, land use and natural resource management. The Consultant will also work with the Client to prepare a phased approach for the project recommendations. The Consultant will provide scales of financial impact for the phased recommendations and will develop a summary list of funding sources to assist with implementation.

The Consultant will consolidate all findings and recommendations from the previous tasks into a draft Master Plan Report document and submit to the Client for review. The Client will provide the Consultant with redline revisions.

The Consultant will incorporate any provided redlines and prepare a PowerPoint presentation for the Board of Aldermen. The Consultant will then present the Master Plan document to the Board of Aldermen. Following the Board of Aldermen adoption meeting, the Consultant will provide all final project materials to the Client via the Consultant's FTP website.

Task 3 Key Deliverables:

- ▶ Draft recommendations list (Word & Excel).
- ▶ Draft phasing plan (Word).
- ▶ Draft scales of financial impact (Excel).
- ▶ Draft funding sources list (Word & Excel).
- ▶ Draft Master Plan (Adobe InDesign & PDF).
- ▶ Final Master Plan (Adobe InDesign & PDF).
- ▶ Adoption presentation (PowerPoint & PDF).
- ▶ One (1) electronic copy of the final plan to be hosted on the Town's website. (PDF).

- ▶ Finalized project files (Word, Excel, PDF, Map Packages, & Shapefiles, as required).

Task 3 Consultant Responsibilities:

- ▶ Draft and Final recommendations, phasing, scales of financial impact, and funding sources.
- ▶ Up to two (2) rounds of redlines revisions based on Client feedback.
- ▶ One (1) in-person presentation to Town Council.
- ▶ Provide Client with all finalized project materials upon project completion.

Task 3 Client Responsibilities:

- ▶ Provide Consultant with up to two (2) rounds of plan redlines.
- ▶ Secure Town Council meeting date/time for in-person & virtual attendance by the Consultant.

D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Architectural Services

- ▶ Building Design;

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ Town or regulatory approvals;

Documents/Drawings

- ▶ Schematic Drawings as typically defined in the architectural industry;
- ▶ Conceptual Drawings;
- ▶ Sketch Plans;

- ▶ Site Plans;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;
- ▶ Record (As-Built) Plans;

Landscape Architecture Services

- ▶ Landscape layout and design;
- ▶ Irrigation design;
- ▶ Hardscape design;
- ▶ Renderings;
- ▶ Public art design or commissioning;

General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other agreements;
- ▶ Any other services not specifically listed within Section C.

E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- ▶ General:
 - Provide representative for communications and decisions;

- Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
 - Preferred media platforms for communications with the Client;
 - Provide in writing, any information as to Client's requirements for design;
 - Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
 - Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
 - Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
 - Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
 - Attend Town meetings as required/needed;
 - Provide access to property for Consultant and subconsultants;
 - Discussions/negotiations with adjacent landowners;
 - Acquire all off-site utility and/or construction easements required for this Project;
 - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
 - All submittal, review, or permitting fees associated with the Project;
 - Any legal representation requiring an attorney at law.
- Project Specific:
- Provide updates to and coordinate input from the Board of Aldermen and staff as necessary throughout the project;
 - Designate benchmark systems based on discussion with Consultant;
 - Distribute meeting notices/invitations to stakeholders;
 - Promote the public meetings through the Client's marketing resources;
 - Provide and arrange meeting locations for all Project meetings;
 - Provide all criteria and full information as to the Client's requirements for the Project;
 - Assist the Consultant by providing all available information pertinent to the Project, including prior survey documents, deeds, reports, maps, old drawings, maintenance records, program participation records, and any other data relative to the Project;
 - Direct the Consultant to provide Additional Services as stipulated by this Agreement or other services as required.

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Kickoff, Inventory, & Analysis	\$28,500
Task 2	Community Needs Assessment	\$39,000
Task 3	Master Plan Document	\$14,500
Total		\$82,000

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Waynesville. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel

September 30,
2025

Signature Date

Greg Feldman, AICP

Name

Project Manager

Title

ACCEPTED BY:

Town of Waynesville

Signature Date

Rob Hites

Name

Town Manager

Title

September 30,
2025

Signature Date

Courtney Landoll, PLA, ASLA

Name

Practice Area Lead, Design + Planning

Title

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

Exhibit I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The 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 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.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If CONSULTANT initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that 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 THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. 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 plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the 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 the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without 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. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all 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 demobilization costs.

14. 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 applicable law.

15. 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.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of 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 shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. 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, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: 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, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture 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 perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. 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.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

Exhibit II

Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
Construction Project Professional	\$ 160
Construction Manager I	\$ 165
Construction Manager II	\$ 180
Senior Construction Manager	\$ 205
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 230
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Landscape Designer III	\$ 155
Planning Technician	\$ 125
Planner I	\$ 135
Planner II	\$ 155
Planner III	\$ 180
Senior Planner	\$ 190
Project Engineer I	\$ 180
Project Engineer II	\$ 190
Project Engineer III	\$ 210
Senior Project Engineer	\$ 245
Assistant Project Manager	\$ 190
Project Manager I	\$ 210
Senior Project Manager	\$ 230
Resident Project Representative I	\$ 110
Resident Project Representative II	\$ 130
Resident Project Representative III	\$ 145
Senior Resident Project Representative	\$ 155
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 165
Senior Technical Consultant	\$ 270
Client Experience Manager	\$ 245
Director	\$ 265
Principal	\$ 280
Zoning Specialist	\$ 360
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150
Other	
Implementation Consultant	\$ 160
Senior Implementation Consultant	\$ 170

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 180
GIS Specialist	\$ 160
GIS Technician	\$ 105
GIS Analyst I	\$ 130
GIS Analyst II	\$ 145
GIS Project Manager	\$ 180
F&AM Assistant Project Manager	\$ 175
Intern I	\$ 70
Intern II	\$ 95
F&AM Project Consultant I	\$ 130
F&AM Project Consultant II	\$ 140
F&AM Project Consultant III	\$ 145
F&AM Project Consultant IV	\$ 150
F&AM Senior Project Consultant I	\$ 160
F&AM Senior Project Consultant II	\$ 165
F&AM Project Manager	\$ 180
F&AM Principal	\$ 280
F&AM Director	\$ 250
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 125
F&AM Staff Professional III	\$ 165
F&AM Staff Professional IV	\$ 205
F&AM Senior Project Manager	\$ 230
F&AM Senior Technical Consultant	\$ 265
Geomatics	
Geomatics CAD I	\$ 110
Geomatics CAD II	\$ 130
Geomatics CAD III	\$ 145
GIS Survey Technician I	\$ 85
GIS Survey Technician II	\$ 110
GIS Survey Technician III	\$ 130
GIS Survey Lead	\$ 145
Geomatics Project Manager I	\$ 180
Geomatics Project Manager II	\$ 190
Geomatics Project Manager III	\$ 220
Geomatics Project Professional I	\$ 160
Geomatics Project Professional II	\$ 185
Geomatics Principal	\$ 260
Geomatics Remote Sensing Crew I	\$ 230
Geomatics Remote Sensing Crew II	\$ 325
Geomatics Survey Crew I	\$ 165
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 245
Geomatics Senior Manager	\$ 230
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 100
Geomatics Survey Tech III	\$ 130
Geomatics Survey Tech IV	\$ 140
Geomatics Sr. Technical Consultant	\$ 235
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 275

Description	Rate
Environmental	
Environmental Technician I	\$ 90
Environmental Technician II	\$ 105
Environmental Technician III	\$ 110
Environmental Senior Technician	\$ 125
Environmental Project Geologist I	\$ 160
Environmental Project Geologist II	\$ 175
Environmental Project Geologist III	\$ 200
Environmental Senior Project Geologist	\$ 220
Environmental Assistant Project Manager	\$ 175
Environmental Project Manager	\$ 200
Environmental Senior Project Manager	\$ 220
Environmental Director	\$ 250
Environmental Project Engineer I	\$ 160
Environmental Project Engineer II	\$ 175
Environmental Project Engineer III	\$ 200
Environmental Senior Project Engineer	\$ 220
Environmental Principal	\$ 280
Environmental Project Scientist I	\$ 160
Environmental Project Scientist II	\$ 175
Environmental Project Scientist III	\$ 200
Environmental Senior Project Scientist	\$ 220
Environmental Scientist I	\$ 115
Environmental Scientist II	\$ 140
Environmental Scientist III	\$ 150
Environmental Geologist I	\$ 115
Environmental Geologist II	\$ 140
Environmental Geologist III	\$ 150
Environmental Professional I	\$ 115
Environmental Professional II	\$ 140
Environmental Professional III	\$ 150
Environmental Senior Technical Consultant	\$ 245
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 90
Administrative Assistant II	\$ 100
Administrative Assistant III	\$ 110
Marketing Administration I	\$ 100
Marketing Administration II	\$ 130
Director of Marketing	\$ 160
Office Administration	\$ 75
Office Administrator I	\$ 130
Office Administrator II	\$ 135
Office Administrator III	\$ 140
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Project Schedule (subject to revision)

Version: 09/29/2025



	2025		2026							
Task and Event	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
PROJECT KICKOFF, INVENTORY, AND ANALYSIS										
Project Kickoff, Data Gathering, Mapping, Plan Review, Community Profile										
Facility Inventory and Analysis		M/D								
Programs, Policies, and Operations Analysis										
Benchmarking										
Level-of-Service Analysis										
COMMUNITY NEEDS ASSESSMENT										
Community Survey		2 1/2-Months								
Draft Vision & Recommendations										
Steering Committee		M/D			M/D			M/D		
Public Meeting				M/D			M/D			
Town Council Work Session				M/D			M/D			
PROJECT VISION & FINALIZATION										
Recommendation Phasing										
Local, State, & Federal Funding Sources Review										
Draft Master Plan										
Finalize Master Plan & Town Council Adoption Meeting										M/D

Note: Schedule is subject to change and will be updated periodically to reflect project progress. Please visit the project webpage for the most up-to-date information.



STATEMENT OF QUALIFICATIONS

Town of Waynesville

Updated Master Plan for Parks and Recreation

September 15, 2025

September 15, 2025

Luke Kinsland, Parks and Recreation Director
Town of Waynesville, Parks and Recreation Department
550 Vance Street
Waynesville, NC 28786



SUBJECT: TOWN OF WAYNESVILLE, UPDATED MASTER PLAN FOR PARKS AND RECREATION

Dear Mr. Kinsland and Members of the Selection Committee:

WithersRavenel is eager to collaborate with the Town of Waynesville and its community to create a Comprehensive Parks and Recreation Master Plan through thorough analysis, stakeholder engagement, and transparent communication. Our multidisciplinary team offers these advantages on the project:

PARTF funding success. Since 2001, we have assisted more than 36 municipalities with PARTF grant projects, securing a total of over \$18.1 million for 46 projects. This year, all four of our PARTF funding applications were approved. Our experienced team is skilled in navigating the grant application process, and our master planning approach ensures compliance with the requirements of grant agencies. Our funding team collaborates closely with our design and planning team to create funding strategies that align with community needs and increase the likelihood of securing funds. We will leverage the expertise of both teams to enhance the Town's readiness for PARTF and other relevant North Carolina and national funding sources.

We can make the plan feasible. Our team can help turn your plans into reality while aligning with your funding goals. WithersRavenel has a proven track record in system planning for communities of similar size. A successful parks and recreation system is essential for community health and should ensure equitable access to recreational opportunities. In addition to our enthusiasm and passion for parks and recreation projects, WithersRavenel's innovation team has developed a digital app called "Parks Collector," which utilizes GIS technology. This app will be used during the inventory phase of the project to evaluate existing parks and recreation facilities. The information collected will be seamlessly integrated into long-term capital improvement planning (CIP), as well as used for assessing existing conditions and facilities planning.

Understanding the relatedness of recreation and tourism. The WithersRavenel team has experience working in communities where recreation and tourism are closely intertwined. In Waynesville, parks and recreation also play a central role in supporting tourism, which is a vital part of the local economy. By strengthening connections between recreational amenities and tourism assets, the master plan can help the Town attract visitors, showcase its natural beauty, and reinforce Waynesville's identity as a vibrant mountain community. Meeting the needs of residents while enhancing visitor experiences ensures the system remains both community-driven and economically sustainable.

Our deep commitment to the region. WithersRavenel is not just a firm with an office in Western North Carolina; we are an integral part of the community. For many years, we have been providing a variety of services to the region and are committed to its success. Our work in the Town of Waynesville includes grant administration for funding applications and reviews of stormwater plans. Our team has also completed numerous parks and recreation plans and other planning initiatives for communities throughout North Carolina. Additionally, we have community planning experience in nearby towns such as Maggie Valley and Canton. Our recent project experience in the Town of Waynesville, along with our established relationships with local staff, will enable us to complete your project smoothly and efficiently.

We invite you to review our enclosed qualifications and approach to crafting your Comprehensive Parks and Recreation Master Plan.

Sincerely,
WITHERSRAVENEL, INC.

A handwritten signature in black ink, appearing to read 'Greg Feldman', written over a light blue horizontal line.

Greg Feldman, AICP, CZO
Project Manager
gfeldman@withersravenel.com
919-830-8822

A handwritten signature in black ink, appearing to read 'Will Cauthen', written over a light blue horizontal line.

Will Cauthen
Client Officer
wcauthen@withersravenel.com
704-860-4885



TABLE OF CONTENTS

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Firm Overview



OUR PEOPLE YOUR PLANNING SUCCESS.

WithersRavenel, headquartered in Cary, North Carolina, is an Employee Stock Ownership Plan (ESOP) company. Our more than 460 employee-owners excel at providing consulting services for our clients. Founded in October 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with more than 41 years of serving an array of clients and projects through innovative and cost-effective engineering solutions across North Carolina.

DEDICATED DESIGN + PLANNING TEAM

Our design + planning team has a special focus on parks and recreation projects, from comprehensive plans for parks and greenway systems and parks master planning to design and construction. Projects include nature-based parks, parks focused on athletic facilities, and parks that include a balance of both. Our team has provided comprehensive services to municipalities, counties, and the state, successfully completing a diverse array of projects. Our team of landscape architects and designers are also supported collaboratively by in-house planners, engineers, GIS professionals, environmental scientists, and funding and asset management specialists at WithersRavenel.

Our in-house collaboration ensures that design and planning solutions are not only creative, but also practical.

This project will be performed primarily from our Raleigh and Asheville office with support from other offices.

In addition to our Cary headquarters, WithersRavenel maintains nine branch locations across North Carolina.

- | | | |
|-------------------|-----------------|------------------|
| » Asheville | » Greensboro | » Raleigh |
| » Cary (Downtown) | » Pittsboro | » Southern Pines |
| » Charlotte | » Powells Point | » Wilmington |

PROJECT CONTACT

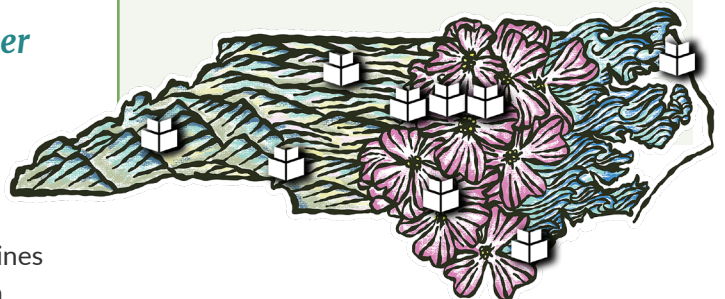
Greg Feldman, AICP, CZO
Project Manager
 919-830-8822
gfeldman@withersravenel.com

OUR SPECIALIZED SERVICES PROVIDED

- » Parks & Recreation Planning
- » Public Engagement
- » Comprehensive Planning
- » Graphics & Documentation
- » Landscape Architecture
- » Land Use Plans
- » Design Guidelines
- » Unified Development Ordinances
- » Chapter 160D Compliance
- » Stormwater Management
- » Zoning & Subdivision Ordinances
- » Special Use Permits
- » Rezoning
- » Development Plan Review
- » Developer Agreements & Amendments
- » Planned Unit Developments (PUD)
- » Zoning Permit Review
- » On-Call Planning Services

FAMILIARITY WITH NC LAWS

WithersRavenel has worked with municipalities across North Carolina on planning projects involving a wide variety of services. Our multidisciplinary firm's core services; up-to-date knowledge of local, state, and federal regulations; and strong community engagement have led to projects that balance growth, community, and character.





Firm Overview

RECORD OF PARTF SUCCESS

Year	Applicant/Owner	Project Title	Total Funded
2001	Morrisville Parks, Recreation & Cultural Resources	Morrisville Community Park	\$250,000
2003	Town of Canton	Int'l Paper Sports Complex	\$808,863
	City of King	King Recreation Acres Improvements	\$445,000
	Town of Maggie Valley	Maggie Valley Festival Grounds	\$254,750
	Yancey County	Comprehensive Recreational Grounds	\$559,885
2004	Town of Dillsboro	Monteith Community Park	\$250,000
	Polk County	Community Recreational Grounds	\$250,000
2005	City of Cherryville	Ballard Park Expansion	\$375,000
	Town of Forest City	Crowe Park Renovations	\$150,000
2006	Yancey County	Comprehensive Recreational Grounds II	\$245,000
2007	Town of Blowing Rock	Robbins Memorial Swimming Pool	\$500,000
	City of Marion	Mount Ida Wilderness Area	\$165,000
	Town of Wilkesboro	Cub Creek Enhancement	\$128,425
	Erwin Recreation Department	Municipal Park Renovations	\$395,000
2008	Town of Forest City	Cool Springs Gym Renovation	\$150,000
	City of Marion	Catawba River Greenway	\$167,300
2009	City of Shelby	City Park Enhancement	\$500,000
	Nash County Parks and Recreation	Bailey-Middlesex Park	\$500,000
	Kure Beach Parks & Recreation	Ocean Front Park	\$456,393
2010	Drexel Recreation Department	Drexel Pocket Park	\$141,855
	Burke Co. Parks and Recreation Commission	Hildebran Community Park	\$381,866
2011	Town of Stanley	Harper Park	\$1,205,772
	City of Marion	Catawba River Greenway Phase II	\$477,600
	Ayden Recreation Department	Ayden District Park	\$499,888
2012	Town of Blowing Rock	Recreation Center	\$285,000
	Brunswick County	Town Creek Park- Phase 1	\$718,708
2013	Surry County Parks and Recreation	Dobson Square Park	\$497,100
	Brunswick County Parks & Recreation	Sunset Beach Town Park	\$418,500
2015	Town of Hoffman	Hoffman Town Park	\$100,000
	Wilson's Mills Parks & Recreation	Wilson's Mills Community Park	\$250,000
	Smithfield Parks and Recreation	Inclusion Park of Johnston County	\$350,000
2016	Bessemer City	North Park Project - Phase I	\$500,000
	City of Shelby	Connect NC - City Park ALL Aboard	\$240,000
	Clinton Recreation and Parks	Royal Lane Park	\$205,000
	Fuquay-Varina Parks, Recreation and Cultural Resources	Fleming Loop Park	\$500,000
2021	Town of Mars Hill	Mars Hill Smith Farm Park	\$268,536
	Lee County	Kiwanis Children's Park Phase II	\$209,000
	City of Belmont	The Belmont Recreation Center	\$500,000
2022	Lee County	O.T. Sloan Accessibility Project	\$400,000
2023	Town of Candor	Fitzgerald Park Community Impact	\$500,000
	City of Lowell	Harold Rankin Park Revitalization	\$500,000
2024	Town of Rural Hall	Covington Memorial Park Revitalization Project Phase I	\$500,000
2025	Town of Angier	Town Park	\$500,000
	Town of Holly Ridge	Municipal Park	\$500,000
	City of Trinity	City-Center Park	\$500,000
	Harnett County	Neill's Creek Park	\$500,000
Total Funded			\$18,199,441



PARKS AND RECREATION MASTER PLANS

A planning process tailored to your community

Our flexible framework for collecting on-the-ground data, perspectives, and needs leaves room to react to new information that may be uncovered throughout the process. Our planning process can adapt so that the final master plan accounts for the best information available.

A living document that guides future action

Our planners and designers work closely with our data collection and analysis experts to help clients base their goals on reliable data. The result is a playbook that you will turn to again and again to make decisions and justify spending priorities.

WithersRavenel's proven process

After extensive fact-finding, analysis, and public engagement, we establish action items, priority projects, phasing, and funding for system development. Future actions are divided into short-, medium-, and long-term projects to guide implementation.



RESEARCH

We collect and review any current inventories of parks and recreation facilities and programs, maps, and GIS data. We also conduct a comprehensive review of planning and policy documents.



VISION

Based on our research and understanding, we develop statements that capture the community vision, goals, and objectives.



UNDERSTANDING

Through a collaborative and inclusive engagement process, we assess and summarize the needs and priorities of the community.



IMPLEMENTATION

We develop specific recommendations, including projects, phasing, and funding strategies.

OUR SERVICE OFFERINGS

- » Community Visioning
- » Inventory & Assessment
- » Site Selection & Master Planning
- » Public & Stakeholder Engagement
- » Design Guidelines
- » Comprehensive Parks & Greenway Planning
- » Site-Specific Park Recommendations
- » Open Space Planning
- » Wayfinding Signage



Town of Elkin Public Engagement

Placemaking begins with planning, and WithersRavenel's planners, designers, and landscape architects lay the groundwork for transforming visionary ideas into unforgettable places. Viewed through the lenses of economic development, environmental sustainability, and human welfare, each planning effort is an opportunity to create flourishing communities that nurture growth and well-being. From concepts to completion, we create vibrant and sustainable facilities that promote the well-being of individuals, communities, and the environment.

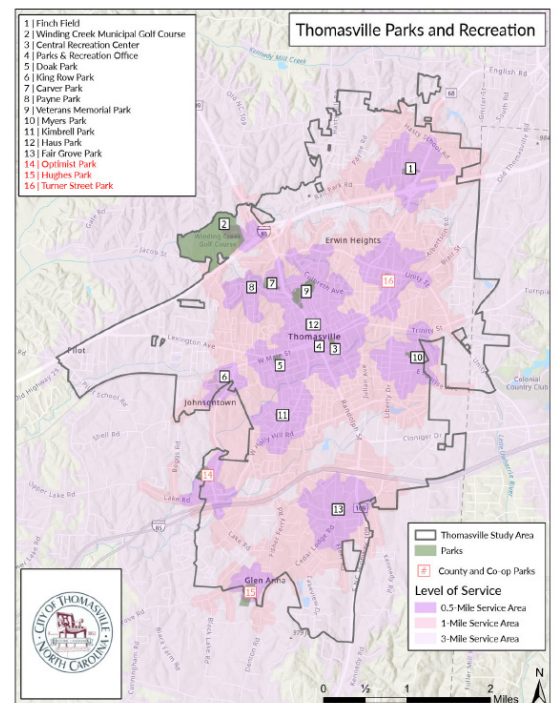
We bring together planning, architecture, landscape architecture, engineering, and ecological science to tackle the challenges of accessibility, education, sustainability, and environmental stewardship in a collaborative setting. We also guide clients through the process of funding to help bring their visions to life. At WithersRavenel, we believe that creative, informed, and dedicated minds can transform parks, trails, and open spaces into inclusive places that improve the quality of life for all.

Community Engagement

We have extensive experience with community engagement. We believe in the power of community. Planning efforts are enriched and strengthened when all members of a community, such as those in Waynesville, come together to build something. Our process for participation is highly inclusive and involves engaging a wide cross-section of stakeholders, including residents, elected officials, business and church leaders, seniors, youth, families, arts groups, athletic leagues, teachers, special interest groups, and any others with a dedicated concern for the Town's continued mission to those in need and the expansion of the resources available to the greater Waynesville. We embrace and foster processes that are highly interactive, allowing the community to take ownership of the plan, goals, and objectives that drive the future and development of their wishes into a reality.

Access Level-of-Service GIS

Our planners and GIS professionals conduct an Access Level-of-Service (Access LOS) analysis to determine a park system's fit for its community. Access LOS reveals the level of access that residents have to their park facilities. This is typically measured by distance, either in miles or travel time, suggesting the level of effort that a person must spend to get to a park facility.



City of Thomasville Parks and Recreation Master Plan Access Level-of-Service Map

Methodology and Approach



OUR UNDERSTANDING

The Town of Waynesville's Updated Parks and Recreation Master Plan will identify parks and recreation opportunities required to meet community and visitor needs over the next 10 to 15 years. The Master Plan will make recommendations for facilities, programs, future parks, and trails. Additionally, the plan will include a systemwide level-of-service analysis. This includes benchmarking recreation opportunities and needs in Waynesville against national standards and other communities of similar size.

In addition to a systemwide evaluation of existing park facilities and programs, and a strategy for delivering a system that meets community needs, the project team understands that staff is specifically interested in the following elements:

- » PARTF-Compliance (Public Engagement)
- » GIS-Based Inventory of Park Facilities
- » Realistic Plan Recommendations
- » Project Prioritization
- » Equitable Recreation Offerings
- » Compliment Regional Parks and Recreation Efforts
- » Integration of Parks and Recreation with Tourism

Through site and facility evaluation, the Master Plan must identify opportunities to leverage and enhance existing park facilities to accommodate community growth and recreation needs. Strategic analysis of existing park footprints, like Waynesville Recreation Park, will allow the project team to develop facility recommendations that enhance the existing spaces and help future-proof park facilities through a program of phased improvements.

At its core, the Master Plan process must be built on community engagement and must position the Town for the pursuit of grants for implementation.

The planning process will document feedback, findings, and include a concept, draft, and final plan. Plan implementation considerations will provide recommended project phases to ensure action items are addressed throughout the document's life.

The Master Plan will also include estimates of probable construction costs and funding opportunities for staff and leadership to reference during the implementation and phasing of future enhancements.

The resulting Master Plan will be driven by the principles of equity, connectivity, and inclusivity, and reflect local knowledge. The overall project vision is to prepare a future-oriented recreation plan that will provide a road map for maximizing the effectiveness of existing facilities and programs while strategically developing new facilities supported by external funding solutions. The Master Plan "playbook" will allow the Waynesville staff to drive noticeable and impactful changes in years one through 10, building trust with the community and enhancing the quality of life for Town residents and visitors.

Methodology and Approach

INTRODUCTION

The future of the Waynesville parks network is critical to maintaining a high quality of life for residents and tourists. While future park system development will face challenges, the Master Plan will provide a vehicle for forward-thinking, innovative approaches that efficiently use community resources to provide high-quality, well-connected parks and recreation opportunities over the course of the plan's life. A vibrant parks and recreation system can define a sense of community and bring people together in a place where they can connect to each other and their environment.

We believe that the following imperatives must be specifically considered during the planning process:

- » Economic and tourism benefits of various recreational activities and facilities. Waynesville Recreation has the potential to become an economic driver in the Town.
- » The fair and equitable distribution of recreational opportunities. Residents should be able to enjoy opportunities regardless of where they live in Town.
- » Inclusivity and accessibility in the design of recreational facilities. All facilities should be inclusive by offering a variety of recreational opportunities and accessible by utilizing principles of universal design.
- » Sustainability and resiliency. Incorporating sustainable strategies into planning solutions.
- » Prepositioning the Town for future funding/grant solutions. The project team understands how the process needs to be conducted in order to be compliant with grant requirements and what grant administrators are looking for in grant applications.

With those beliefs serving as the foundation for our approach, the following describes a general and sequential series of phases for the project. The WithersRavenel team is excited to partner with Town staff and possibly others to define the final project approach.



PROJECT APPROACH

Phase 1: Project Kickoff, Inventory, & Analysis

Project Kickoff

Starting with the project kickoff, WithersRavenel staff will establish clear lines of communication between the organizations, identify any preliminary data gaps, and verify the project schedule and scope with Town staff. This kickoff will also serve as an opportunity to evaluate public engagement scenarios, methodologies, and opportunities. Conducting public engagement early and often will be a core component of the success of the plan.

WithersRavenel's comprehensive approach to project initiation will ensure that all preliminary considerations have been addressed, a clear communication plan is established, and all parties have clearly defined action items to begin the development of the systemwide plan.

Project Management & Reporting

Clear communication and transparent deliverables will be critical to project success, as it depends on a holistic evaluation of the Town's facilities, programs, and community. Project updates will occur throughout the duration of the Master Plan in meeting and email format, with virtual calls being scheduled as required by the process and milestones.



Methodology and Approach

One of our objectives is for the process to be transparent and foster efficient and effective communication. These communication protocols will ensure efficient delivery of project deliverables.

Evaluate Existing Plans & Demographics

An effective systemwide plan should go beyond the elements of a traditional effort and should create a vision for a system that not only has great parks and facilities, but one that supports effective department operations and provides a high level of inclusive and equitable services. WithersRavenel team members will use a variety of qualitative and quantitative techniques to perform an in-depth analysis of the Town's parks and recreation network.

WithersRavenel staff will review the Town's previously adopted plans, including the 2017–2024 Systemwide Parks Master Plan, Vance Street Park Master Plan, 2017-2022 Strategic Plan, 2017 Waynesville Greenway Feasibility Study, and other relevant local and regional efforts as identified with Town staff.

The project team will also review previous engagement efforts to best understand historic trends and successful engagement techniques. A review of these documents will provide the project team with guidance as to the Town's previous efforts, pressure points, and overall trajectory moving forward into the 2030s.

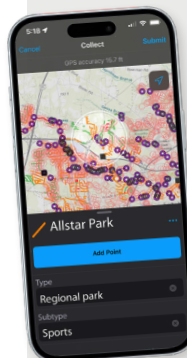
Simultaneous to plan review, staff will collect relevant socio-economic data from the United States Census, American Community Survey, and other sources to report on historic community trajectories. Evaluation of demographics will help the project team plan for fluctuating and growing population counts, in addition to considering emerging community trends. Additionally, the project team will also review changes in Western North Carolina recreation to consider user preferences prior to recommendation development. Overall trends, needs, and considerations will be reported concisely for staff and community engagement.

City of Graham Regional Park Master Plan Public Meeting



Facility Inventory & Analysis

In addition to reviewing planning documents and demographics, in-person evaluation of existing parks and recreation facilities will provide the team with a base understanding of the condition of the Town's existing parks and facilities. Our team will assess each facility and greenway owned and operated by the Town through onsite audits. This evaluation will examine accessibility and barriers, safety, maintenance requirements, sustainability, opportunities for expansion, and connections between parks and the community. Additionally, the project team has the ability to collect other data points, such as individual facility conditions and replacement costs. WithersRavenel employs a custom, in-house Parks Collector application to support the facility evaluations.



Parks Collector

The project team will employ a custom, in-house, GIS-based app called **"Parks Collector"** to perform the facilities inventory and preliminary site assessments. This tool streamlines and standardizes the inventory process while also creating location-tagged data that feeds seamlessly into a GIS for mapping and comparison against other datasets.

The information collected can subsequently be used for analysis and planning, but will also be transferred to the Town for incorporation into their own GIS database.



Methodology and Approach

The Master Plan must also consider external recreation providers in the region, such as private facilities or parks maintained by other municipalities. The project team will conduct a desktop analysis of the community and collect information on all external recreation providers.

A summary of external recreation opportunities will be provided during the inventory, with a detailed summary of facilities, programs, and other opportunities available near Waynesville.

Programs, Policies, and Operations Analysis

A recreation network is much larger than the playgrounds and facilities provided by the community. The project team is prepared to review existing program offerings, local policies and ordinances, tourism and economic development information, and department operations, in order to assess Waynesville Parks and Recreation services and policies. Review of existing department programs will allow for clear communication with the community about what programs are going well and where new offerings may be required. Operations and policy evaluation allow the project team to review Waynesville against other national and regional providers to understand where more nuanced solutions could be implemented behind the scenes. Throughout master plan development, recommendations and findings regarding department programs and operations, as well as Town policies, will be brought forward to staff and the public for review and feedback.

Benchmarking

Following facility and program/operations/policies evaluations, benchmarking will be used to assess the Town of Waynesville's services, park acreage, and facilities against communities of similar size across the United States. WithersRavenel uses data from the National Recreation and Park Association (NRPA) to identify goals and preliminary considerations for the Town of Waynesville's network.

This data, paired with the inventory of the Town's system by the project team, will illuminate service gaps or deficiencies in the overall recreation network. Please note that while benchmarking may identify service gaps, plan recommendations must still be tailored to Waynesville and reviewed by staff, community, and other stakeholders to verify desired recreational facilities.

Evaluating Accessibility

As the project team considers previous trends, the park audit, and national benchmarks, it must also include considerations for park and beach accessibility. Internal accessibility barriers will be noted in the individual park evaluations, but regional access to the Town's parks and beaches must be considered across various modes of transportation.

WithersRavenel conducts access level-of-service analysis as part of the existing system evaluation. This assessment helps visualize accessibility issues and gaps in the Town's park network and, during consideration of future recommendations, identify opportune locations for future facilities.

WithersRavenel plans and designs every park, playground, public space, and facility to be universally accessible. Universal design goes beyond but certainly includes compliance with the Americans with Disabilities Act (ADA). Universal design as applied to physical space is based on principles that maximize access by everyone with a focus on people with diverse abilities.



O.T. Sloan Park, Sanford, NC



Methodology and Approach



Town of Spruce Pine Downtown Streetscape Public Engagement

Phase 2: Community Needs Assessment

Engagement Philosophy

Community input is the most important component of the process and plan development. To clearly understand the community's recreational needs and aspirations requires a comprehensive approach that is designed for Waynesville. This community needs assessment will require multiple varied opportunities for the community to engage in the process, all while complying with PARTF guidelines. Genuine engagement will be critical to amplifying the community's voice during plan development. Our community engagement approach is founded upon the guiding principle of "Meeting People Where They Are."

Designed for Waynesville/Designed for Implementation

The approach to community engagement will be defined in collaboration with Town staff. We intend to design an outreach strategy, based on historically successful engagement efforts, that is convenient for residents and stakeholders. The project team will offer in-person meetings as well as online options for participants to maximize input opportunities and engage historically underrepresented groups. Engagement efforts will also be proactively designed and undertaken to ensure that the process meets PARTF and other grant funding requirements and prepositions the Town for competitive grant applications.

Public Surveys

If needed, public surveys developed as part of this plan can be translated into various other languages, including Spanish, to maximize community feedback. Digital and physical copies will be made available to the community throughout the process.

These efforts will maximize the ease of access to the surveys and provide a simple yet effective way for stakeholders to get involved with the overall planning effort. The team can also support advertising the survey through targeted social media ads, flyers, and QR code collateral development. Identification of diverse populations will allow the project team to identify and work with steering committee members as project ambassadors to connect with community members equitably and encourage engagement. Again, the design and facilitation of the public survey as part of the Master Plan will be PARTF-compliant.

Steering Committee

It is recommended that a project steering committee be assembled to serve as an advisory group to the effort. Membership can leverage existing Town committees, such as members from the Planning Board, Town Council, the Parks and Recreation Advisory Committee and the Promotions, Special Events & Tourism Advisory Committee, or otherwise be staffed by prominent community members. As plans and recommendations develop, this group will provide guidance and review any documents prior to them being presented to the community. Community feedback will also be brought back to the group during the development of preliminary and final recommendations, allowing the group to continue functioning as a sounding board for community preferences throughout the process. As identified in the previous paragraph, this group will also be instrumental in helping the project team engage with historically underrepresented groups. Steering committee members should be well-known in their communities and function as project ambassadors and the faces of the planning effort.



Community Advisory Group



Methodology and Approach

Workshops

The Request for Qualification (RFQ) identified the need for open forums to be held as part of public engagement. The WithersRavenel team specializes in interacting with community members to help translate public desires and needs into actionable planning steps and infrastructure investments. To be successful, public forums or workshops will need to be held in various Waynesville neighborhoods and include leveraging community events in the region.

The team is aware of the Town's various annual events that may take place during the anticipated project schedule, such as the 37th Apple Harvest Festival, and Smoky Mountain Christmas Celebration, and is prepared to set up booths at such events to leverage existing foot traffic and maximize project optics.

Equitable Engagement

Regardless of the techniques used, equitable engagement is at the forefront of WithersRavenel's community outreach approach. Based on the feedback received, WithersRavenel will summarize the needs, preferences, priorities, and aspirations of the community as heard throughout the process. All data collected through surveys, in-person meetings, and community meetings will be shared with the Town and will inform final plan recommendations. Engagement results will be reported in a manner that reflects community-wide trends, neighborhood-specific needs, and resulting planning considerations.

Phase 3: Recommendations, Implementation, & Final Plan

Development of Recommendations & Plan Document

Plan recommendations will be realistic and based on information collected, while targeting improvements to system facilities, filling program gaps, and shortfalls revealed during the process.

Recommendations identified by the plan will reflect community and Town priorities and be scalable to ensure action items are equally implementable in years one through 10. Opinions of probable construction costs will also be provided for recommendations, along with strategies for phasing and CIP considerations.

New facilities, programs, and policies will be defined in the recommendations section of the plan.

Partnership identification and evaluation of regional entities will also be considered by the plan to help identify synergies and potential opportunities for cooperation and partnership at a municipal level. Staffing considerations, reflections on the department's objectives, and user fees will be reviewed as part of the system plan's findings to ensure efficient and effective future operations. Recommendations will also include considerations for parkland acquisition, including where future parks could most equitably be located throughout the Town. Holistic consideration of the recommendation opportunities will be paramount to the success of the plan, as will be consideration of how recommendations are presented within the plan document.

WithersRavenel is experienced in providing highly visual, strategic recommendations that bring a plan vision into reality. Facility improvements will also include opinions of probable costs to help Town staff align budget expectations during implementation. WithersRavenel will work closely with Town leadership as the plan develops. Draft chapters of the report will be provided to Town staff after each phase, from project initiation to finalized systemwide recommendations, to ensure accuracy and equity.

Plan Presentation & Adoption

After working with Town leadership to review and revise the plan, WithersRavenel will bring the document forward for broader consideration. Project team leadership will present the plan's purpose, process, and components to the Town Council. Following the presentation, WithersRavenel will work with Town staff to ensure any additional considerations are addressed before adoption by the Town Council. The project team will also submit to the Town any supplemental materials necessary to support the plan or that correlate with PARTF and other applicable grant requirements.



Greg Feldman at a Wilson County Public Meeting

Methodology and Approach

METHODOLOGY

Budget Adherence

WithersRavenel uses Unanet AE project management and accounting software, a robust system specifically designed for architectural, engineering, construction, and other professional services firms. The billing process has four key steps:

1. Each employee records their chargeable time through a time sheet entry process
2. Accounting captures employee time and posts it to the billable project
3. All invoices for outside services are reviewed and approved by the project manager before being charged to the project
4. The project manager tracks billable time and expenses on a weekly basis, which can be used to recognize trends early in the project that could lead to schedule or budget overruns

Our accounting system ensures that invoices accurately reflect every billable dollar for every project, and that project chargeable costs are properly billed to the client.

Scheduling and Communication

We create and maintain project schedules, working closely with the team to define tasks and ensure timely completion in varying conditions.

Our staff is committed to meeting project needs, even for tight deadlines or fluctuating demands. We plan to scale and adapt our staffing configuration to meet fluctuating demands by regularly checking the status of the project and quickly mobilizing any additional staff from our other offices to provide if needed.

We integrate into new projects by first having a project kickoff meeting, where we can further develop the schedule, establish a communication plan, and identify the sequential steps to complete the project.

To establish effective communication, our Project Manager Greg Feldman will lead this effort and serve as the single point of contact for Town staff. With his expertise, Greg will coordinate Town needs with our experts, ensuring strategic and effective project delivery.

Quality Control

Quality assurance is a focus for WithersRavenel. We have an established system of assuring quality through a systematic review of documents by professional engineers and landscape architects who are not directly involved with the project. This established process minimizes errors and helps make sure that the documents clearly communicate design intent and quality. At the completion of each phase of construction documents, we will meet in person with Town representatives to do a “page flip” through the plans.

QUALITY ASSURANCE PLAN AND PROCEDURES

QA/QC MANAGER



Checklists appropriate for each type of project are used to verify content and ensure standardization of documents.



A general review of the overall design philosophy and approach is also completed at multiple project phases to ensure the design effort progresses in accordance with the appropriate project approach and good engineering practices.



All technical documents, plans, specifications, opinions of cost, and reports are reviewed and checked in detail by qualified personnel prior to submittal.

PROJECT MANAGER

Every deliverable:

-  Ensure it satisfies scope of work
-  Meets quality standards
-  Client preferences are adhered to
-  Ready for bidding and construction



OUR APPROACH TO ON-TIME DELIVERY

WithersRavenel produces customized work plans for each project. Projects are broken into phases, tasks are identified for each phase, and appropriate milestones are incorporated. The schedule below identifies sequential tasks that represent a general approach and associated project duration. The final scope of tasks, sequence, milestones, and timeline will be prepared with the Town to best suit their needs.

Town of Waynesville Updated Master Plan for Parks and Recreation: Project Schedule		Month									
		1	2	3	4	5	6	7	8	9	10
TASK 1: INVENTORY AND ANALYSIS	Notice to Proceed										
	Project Kickoff										
	Data Collection and Review										
	Evaluate Existing Plans and Demographics										
	Facility Inventory and Analysis										
	Programs, Policies, and Operations Analysis										
	Benchmarking										
	Level-of-Service Analysis										
TASK 2: COMMUNITY NEEDS ASSESSMENT	Finalize Public Engagement Plan										
	Conduct Public Survey										
	Steering Committee										
	Workshops and/or Events										
	Town Council Work Session										
	Report Community Needs Assessment Findings										
TASK 3: PROJECT VISION	Draft Preliminary Recommendations										
	Recommendation Phasing										
	Funding Evaluation										
	Draft Master Plan										
	Presentation to Town Council										
	Final Master Plan, Adoption, and Final Deliverables										



Cost Proposal

PROPOSED COST

Proposed fees are an estimate for the scope of work provided in the RFQ. This individualized proposed cost is subject to change based upon final agreed-upon costs after the negotiation process with the Town of Waynesville.

PROJECT KICKOFF, INVENTORY & ANALYSIS	Project Kickoff	\$6,080
	Data Collection and Review	\$2,200
	Evaluate Existing Plans and Demographics	\$1,500
	Facility Inventory and Analysis	\$7,715
	Programs, Policies, and Operations Analysis	\$1,050
	Benchmarking, Level-of-Service Analysis	\$3,640
COMMUNITY NEEDS ASSESSMENT	TOTAL FOR TASK 1 \$22,185	
	Conduct Public Survey	\$2,755
	Steering Committee, Workshops, and Town Council Work Session	\$13,760
	Finalize Public Engagement Plan and Report Community Needs Assessment Findings	\$740
	TOTAL FOR TASK 2 \$17,255	
MASTER PLAN DOCUMENT	Draft Preliminary Recommendations	\$12,950
	Recommendation Phasing	\$2,420
	Funding Evaluation	\$765
	Draft Master Plan	\$10,300
	Presentation to Town Council	\$2,445
	Final Master Plan, Adoption, and Final Deliverables	\$3,680
EXPN	TOTAL FOR TASK 3 \$32,560	
	Subtotal	\$71,690
	Expenses	\$3,000
	Total	\$75,000



Parks and Recreation Master Plan

THOMASVILLE, NC

The City of Thomasville Parks and Recreation Comprehensive Plan is a long-range planning document that helps shape the direction, development, and delivery of the City's parks and recreation facilities over the course of the next 10 years. WithersRavenel assisted in the development of this document by reviewing previous planning efforts, evaluating each of the City's parks, reviewing the programs and policies maintained by the Parks Department, and engaging directly with community members. The team hosted a community-wide survey and attended the 2023 Everybody's Day celebration in Thomasville to best understand the recreation needs and desires of City stakeholders.

Based on community feedback, WithersRavenel staff worked with City representatives to create a framework for future facility, policy, and program recommendations which addressed community needs and supports department goals.

Recommendations were also phased over the course of the next 10 years to ensure actionable progress can be equally made throughout each year. The Comprehensive Plan provided a framework to provide direction for current and future facilities and programming to ensure that Thomasville continues to be a desirable community for people to live, work, and play.





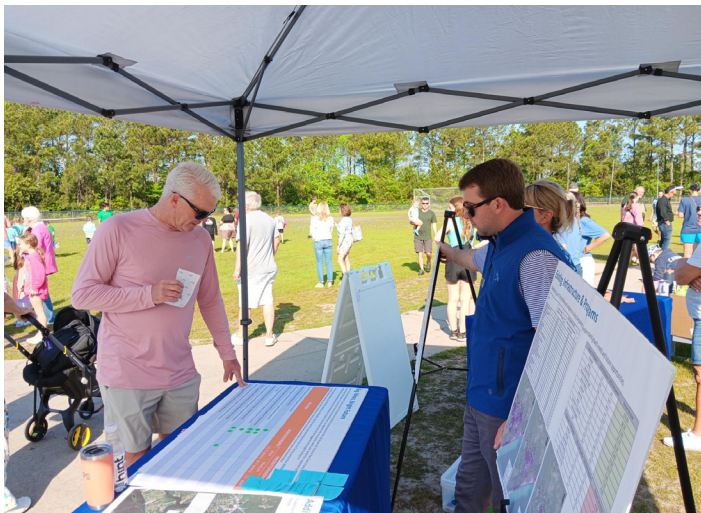
Similar Projects

Comprehensive Parks and Recreation Master Plan

SURF CITY, NC

WithersRavenel prepared a Comprehensive Parks and Recreation Master Plan for the Town of Surf City. The goal of the project was to develop a 10-year planning document that made strategic recommendations for the Parks, Recreation, and Tourism Department. The plan leveraged existing conditions analysis and public engagement to identify existing and future community needs and set forth a phased approach to forward recommended projects. The plan also made recommendations regarding department operations and Town policies as required to support infrastructure and programming efforts, in addition to considering overall community growth.

It helped maintain collaborative and respectful relationships within the community and surrounding neighbors and established policies and priorities for regional connectivity and opportunities. Services provided by WithersRavenel included, but were not limited to, architectural services, project management, planning/studies, landscape architecture, and documents/drawings.





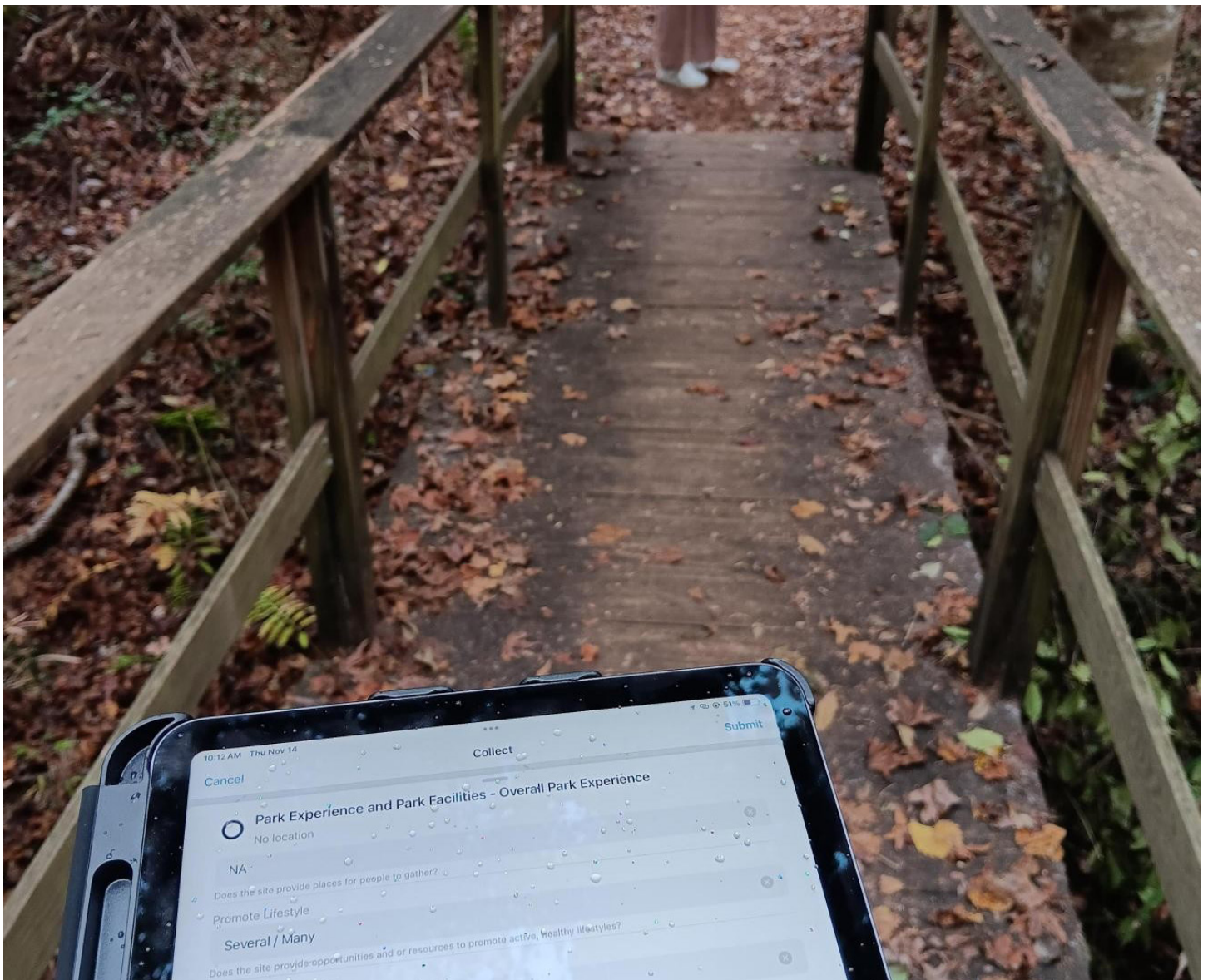
Similar Projects

Parks and Recreation Master Plan and Design

TRINITY, NC

WithersRavenel provided parks and recreation master planning services for the City of Trinity. The site was approximately 33 acres. The key aspects of the Community Park Master Plan included a community gathering space, veteran's memorial, paved walking trails, trail connections to Trinity High School, dog park, restroom/pavilion, picnic pavilion, pickleball courts, playgrounds, cornhole court, storybook walk, future relocation of the existing public works building, and future repurposing of the existing city council meeting building.

Tasks included inventory and analysis, community park site-specific evaluation, community engagement and needs assessment, recommendations, implementation, and final documents. The final phase of the project included the preparation of a PARTF application.



Parks Collector App in Use



PROJECT SPOTLIGHT

Parks and Recreation Assessment

SOUTHERN PINES, NC

WithersRavenel worked with the Town of Southern Pines to conduct a parks facility assessment. **The goal of this project was to audit 12 of the Town's park and gateway facilities to understand existing and future needs.** Prior to the site analysis, staff reviewed previous planning efforts conducted by the Town to understand the prior trends and needs expressed by Town stakeholders. This analysis prepared field staff with an understanding of completed, ongoing, and future park projects.

Field staff utilized WithersRavenel's in-house data collection app, Parks Collector. This application is used to collect metrics on individual park facilities, while simultaneously collecting user experience considerations for the park as a whole.

The resulting data provides an inventory of park facilities with condition scores, age, and other lifecycle information while also providing an overall park score based on the metrics of design, comfort, access, appearance, and similar considerations.

Following the site visits, WithersRavenel staff began drafting recommendations for each park to maximize park use and satisfaction. Recommendations were reviewed with Town leadership to consider feasibility, need, and external factors to the project. The project team then prepared preliminary opinions of probable cost for each recommendation made, where applicable. Opinions of cost are intended to be used for planning purposes during implementation to guide actionable investments within the Southern Pines community.

2. DOWNTOWN PARK

Downtown Park's evaluation revealed several recommended enhancements to increase accessibility, both internal and external to the site. Aptly named, this park is very accessible by foot or bike for downtown visitors and residents, but may pose challenges for those with disabilities. Beginning with the park's northwestern entrance, an ADA accessible walkway and gate is recommended from the off-street parking. Please see the graphic below and the Appendix of this assessment for the recommended location of this path. The project team recommends relocating the existing sand pit. Staff notes the sand pit presents maintenance challenges from leaves and debris due to its location underneath the park's trees. The existing basketball court is not striped. This court is very visible not only in the park, but also to 'visual users' passing by the park on SE Broad St. An opportunity exists to paint a mural on the court when the striping is added. This could further the Town's brand and the character of this park. With the Town's re-branding, this is an opportunity to showcase the new logo. Lastly, replacing outdated lighting that serves the newly resurfaced tennis courts is recommended.

Recommendations	Reasoning
Develop accessible path from northwestern parking lot that connects to existing shelter and pathway from East New York Avenue. Relocate sand pit.	The project team identified a need for an ADA accessible entrance/pathway into the park. Relocation of the existing sand pit for recommended pathing also provides an opportunity to relocate the pit from under tree cover.
Evaluate the feasibility of working with local artists paint local art and/or municipal logos on basketball courts.	Municipal basketball courts offer an opportunity to feature local art or logos to enhance the visual appeal of the courts. Striping may also support local organized play.
Replace existing metal-halide lighting at tennis courts with LED lighting.	Replacement of light fixtures will be more efficient and increase aesthetics.




Potential location of accessible path at Downtown Park

UNCC, Tactical Urbanism Project, Alexander Street Park (2021)

7. MARTIN DOG PARK

350 COMMERCE AVENUE

Martin Dog Park includes 50 acres of leash-free trails and open spaces for the community to enjoy with their pets. The park includes a natural stream, portions of perimeter fencing, and allows for social interactions within its various gathering areas.

Key Challenges:

- Inconsistent park furnishings within gathering areas and lack of wayfinding.
- Informal parking (in a cut-de-sac and unmarked).
- There is no restroom facility on-site.



Image from Google Maps

Project Team Observations

- Informal parking lot and parking ambiguity.
- Little wayfinding effects navigability.
- No restroom facility.
- Chipping fence maintenance required to keep dogs on site.
- Seating and gathering areas appear to be donated and are not uniform in aesthetic, durability, or condition.

Design, Construction, & Effectiveness (Max 35)	Comfort, Amenities, & Safety (Max 20)	Access and Linkages (Max 20)	Sociability Sustainability (Max 15)	Environmental Sustainability (Max 20)	Economic Sustainability (Max 10)	Park Total
29	25	14	7	8	1	67

8. RESERVOIR PARK

300 RESERVOIR PARK ROAD

An extensive trail network, large shelters, a disc golf course, and water amenities make up this popular park that consists of 165 acres, 95 of which are the reservoir.

Key Challenges:

- Accessibility is primarily focused towards the park entrance.
- Both shelters are aging and could pose safety and maintenance concerns.



Image from Google Maps

Park Facility Condition

Park Facility	Condition
Trails	Good
Restrooms	Good
Public Shelter/Pavilion	Fair
Disc Golf	Good
Fishing Pier & Boat Launch	Good

Project Team Observations

- Permeable paths connect pedestrians to primary amenities, which are concentrated towards the park's entrance.
- Very little wayfinding exists internal to the park.
- Shelters are in need of renovating.
- Erosion challenges along some trail segments and the dam.

Design, Construction, & Effectiveness (Max 35)	Comfort, Amenities, & Safety (Max 20)	Access and Linkages (Max 20)	Sociability Sustainability (Max 15)	Environmental Sustainability (Max 20)	Economic Sustainability (Max 10)	Park Total
31	25	14	12	6	4	77

FEBRUARY 16, 2024

Sample Pages from Southern Pines Facilities Assessment Report



Similar Projects



LIST OF RELEVANT EXPERIENCE PROJECTS

Parks & Recreation System Master Plans	Client	Completion Date
Parks and Recreation System Master Plan	Town of Siler City	06/15/2024
Parks and Recreation Assessment	Town of Southern Pines	03/15/2024
Parks System Master Plan	Town of Thomasville	02/01/2024
Parks System Master Plan	Town of Four Oaks	01/15/2024
Parks and Recreation Master Plan	Columbus County	01/15/2022
Recreation and Parks Comprehensive Master Plan	City of Clinton	09/20/2020
Recreation and Parks Master Plan	City of Statesville	06/30/2020
Parks and Recreation Department Comprehensive Master Plan	Town of Cramerton	07/12/2019

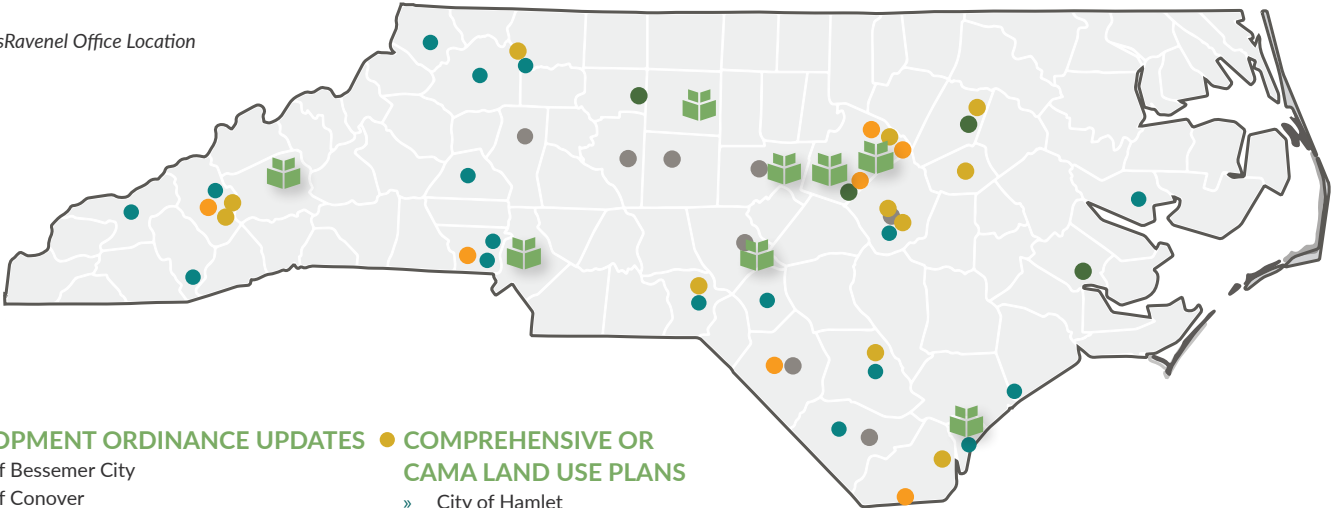
Parks & Recreation Site Master Plans	Client	Completion Date
Hanging Rock State Park	State of North Carolina	07/15/2024
Kernersville Recreation and Event Center	Town of Kernersville	07/15/2024
Leesville/Strickland Road Parks Master Plan	City of Raleigh	05/15/2024
Neills' Creek Park Master Plan	Harnett County	05/15/2024
Parks Master Plan	Town of Rural Hall	04/15/2024
Rural Hall Parks Master Plan	Town of Rural Hall	03/15/2024
Sweepsonville Town Park Master Plan	Town of Sweepsonville	02/15/2024
Festival Park Master Plan	City of High Point	02/15/2024
Pleasant Park	Town of Apex	09/15/2023
Civitan Park	Town of Kernersville	05/15/2023
Swift Creek Nature Preserve	Wake County	05/01/2023
Athletic Fields Complex Master Plan	Town of Wendell	03/15/2023
Community Park Space Master Plan	City of Whiteville	02/15/2023
Lee County Parks Master Plans	Lee County	01/15/2021

Similar Projects

LOCAL AND STATEWIDE EXPERIENCE

COMMUNITY PLANNING PROJECT LOCATIONS

 WithersRavenel Office Location



DEVELOPMENT ORDINANCE UPDATES

- » City of Bessemer City
- » City of Conover
- » City of Hamlet
- » City of Raeford
- » City of Washington
- » Town of Benson
- » Town of Bryson City
- » Town of Canton
- » Town of Cramerton
- » Town of Elkin
- » Town of Elizabethtown
- » Town of Jefferson
- » Town of North Wilkesboro
- » Town of Surf City
- » Town of Sylva
- » Town of Whiteville
- » Town of Writingsville Beach

COMPREHENSIVE OR CAMA LAND USE PLANS

- » City of Hamlet
- » Town of Benson
- » Town of Canton
- » Town of Elizabethtown
- » Town of Elkin
- » Town of Four Oaks
- » Town of Maggie Valley
- » Town of Nashville
- » Town of Oak Island
- » Town of Rolesville
- » Wilson County

ON-CALL PLANNING SERVICES/ PLAN REVIEWS

- » Town of Belville
- » Town of Canton
- » Town of Cramerton
- » Town of Garner
- » Town of Pembroke
- » Town of Rolesville
- » Town of Wendell

DOWNTOWN OR SMALL AREA PLANS

- » Piedmont Triad Regional Council
- » Town of Indian Trail
- » Town of Nashville
- » City of New Bern
- » Town of Wendell

PARKS AND RECREATION MASTER PLANS/ASSESSMENTS

- » City of Statesville
- » City of Thomasville
- » City of Trinity
- » Town of Four Oaks
- » Town of Siler City
- » Town of Southern Pines
- » Columbus County
- » Robeson County



Town of Rolesville Comprehensive Plan Update Project-Public Engagement

CLIENT FEEDBACK

At WithersRavenel, the ultimate reward is objectives met, results achieved, and clients satisfied. The references provided below can attest how the quality and timeliness of our work helped them to meet their goals. Our clients often attest to our responsiveness, ability to stay on budget and schedule, and innovative techniques on projects. **The references correspond to the project examples on pages 17–19.**

CITY OF THOMASVILLE

Cory Tobin, CPRP

Director of Parks & Recreation

336-475-4281

cory.tobin@thomasville-nc.gov



TOWN OF SURF CITY

Kyler Breuer, Town Manager

kbreuer@surfcitync.gov

910-328-4131 ext. 100



CITY OF TRINITY

Jay Dale, Planner

planning2@trinity-nc.gov

336-431-2841



Personnel Experience

ORGANIZATIONAL CHART: YOUR TEAM

Our skill set and collaborative project approach will allow us to effectively meet project objectives and deadlines. WithersRavenel sees our team as an extension of your staff. Each of the WithersRavenel staff members proposed for this contract is available and committed to fulfilling their duties until the projects are completed. Should you require additional personnel to complete emergency or specialized tasks not anticipated in the RFQ, we have ample staff to meet those needs.



Greg Feldman, CZO, AICP
Project Manager,
Community Engagement Specialist

Will Cauthen
Client Officer

"Our People, Your Success"

are not mere words for us—we go above and beyond through value-added approaches that we bring to our clients and projects.

One way we put this philosophy into practice is a Client Officer, which is a complimentary service and will give this contract the attention it deserves. As Client Officer, Will Cauthen will routinely check in with you to ensure all milestones are being met and address any concerns or questions the Town of Waynesville may have.



DESIGN

Jon Blasco, PLA, ASLA
QA/QC Manager, Landscape Architect

Daniel Rauh, AICP
Senior Parks Planner

Abigail Black
Landscape Designer



FUNDING SUPPORT

Alice Briggs
Parks Funding Consultant

Megan Powell
Funding Specialist



Personnel Experience



GREG FELDMAN, AICP, CZO

PROJECT MANAGER,

COMMUNITY ENGAGEMENT SPECIALIST

Greg is a certified planner and project manager with the WithersRavenel community planning team. He collaborates with planners, designers, and engineers to develop and update comprehensive and long-range land use plans, as well as land development regulations for local governments. His previous experience as a long-range planner with Pender County equips him with a deep understanding of the unique challenges and regulatory requirements. Greg's background in the public sector provides the day-to-day understanding of the unique needs and challenges of municipal staff. His strong research and GIS skills coupled with his passion for sustainability provide added value to our community planning team.

EDUCATION

- » BS, Urban and Regional Planning, East Carolina University

LICENSURE

- » American Institute of Certified Planners: NC, #35824
- » Certified Zoning Official, NC

EXPERTISE

- » Project Management
- » Parks and Recreation Master Planning
- » Community Engagement
- » GIS Mapping and Analysis
- » Land Use Planning

PROJECT EXPERIENCE

- » Parks and Recreation Master Plan and Design, Trinity, NC. Planner
- » Comprehensive Parks and Recreation Master Plan, Thomasville, NC. Planner
- » Comprehensive Parks and Recreation Master Plan, Surf City, NC. Planner
- » Parks and Recreation Assessment, Southern Pines, NC. Planner
- » Parks and Recreation Master Plan, Four Oaks, NC. Planner
- » Parks and Recreation Master Plan, Siler City, NC. Planner

Our Project Manager's Commitment to the Town of Waynesville



ATTENTION TO DETAIL

As manager, Greg not only focuses on the big picture, he also understands the nuances that matter with master plan projects.



PERSONALIZED DELIVERY

Greg works to understand what's most important to clients, helping to deliver satisfying results.



BE CURIOUS AND COMPASSIONATE

Greg is recognized by team members and clients for his communication skills and attention to deadlines and project budgets.



BRING A TEAM FIRST ATTITUDE

Greg has worked with many communities on park projects; he is ready to help the Town tackle this project.



Personnel Experience



JON BLASCO, PLA, ASLA

QA/QC Manager, Landscape Architect

Jon is a Senior Project Manager on our Design + Planning team. A longtime landscape architect, he has experience designing and managing complex projects for both public and private clients. From parks and recreation projects to streetscape and commercial development, he applies his creative mindset to design and problem-solving. His ability to carry a project from start to finish is complemented by his deadline-driven background and attention to detail.

He also has a wealth of experience in permitting, construction oversight, and community engagement. Additionally, he has worked on several projects involving master planning and site design for higher education, multi-family amenity spaces, and public facilities.

EDUCATION

- » MLA, Landscape Architecture, North Carolina State University, College of Design
- » BS, Visual Communication, Ohio University

LICENSURE & CERTIFICATION

- » Professional Landscape Architect: NC, #2069
- » American Society of Landscape Architects

PROJECT EXPERIENCE

- » Neills Creek Park Master Planning, Harnett County, NC. Project Manager
- » Kyle Drive Park, Raleigh, NC. Project Manager
- » O.T. Sloan Park Accessible Playground, Lee County, NC. Project Manager
- » Harris Lake Park, Wake County, NC. Project Manager
- » Academy Gibson Park, Concord, NC. Project Manager
- » Lake Benson Park Master Plan, Garner, NC. Project Manager



DANIEL RAUH, AICP

Senior Parks Planner

Daniel is a certified planner with years of experience in long-range and comprehensive planning, creation of development ordinances, site conditions and due diligence assessments, GIS analysis, and parks system master plans. With such a diverse set of skills, he provides program understanding, unique insights, perspectives, and innovative solutions to municipal clients.

PROJECT EXPERIENCE

- » Comprehensive Parks and Recreation Master Plan, Surf City, NC. Project Manager
- » Parks and Recreation Comprehensive Master Plan, Thomasville, NC. Project Manager
- » Parks and Recreation Assessment, Southern Pines, NC. Project Manager
- » Parks and Recreation Master Plan, Four Oaks, NC. Project Manager
- » Parks and Recreation Comprehensive Master Plan, Siler City, NC. Project Manager
- » Parks and Recreation Master Plan, Columbus County, NC. Planner
- » Parks and Recreation Master Plan, Clinton, NC. Planner
- » Parks and Recreation Master Plan, Statesville, NC. Planner

EDUCATION

- » MS, City and Environmental Planning, University of Virginia
- » BS, Environmental Policy and Planning, Virginia Tech

LICENSURE

- » American Institute of Certified Planners: #31230



Personnel Experience



ABIGAIL BLACK

Landscape Designer

Abigail utilizes a systems-oriented approach in her designs. She aims to create habitats that cater to both human needs and wildlife preservation in a quest to address pressing issues such as climate change and escalating costs of natural disasters. Abigail's interdisciplinary focus empowers her landscape design work to rise to contemporary challenges.

PROJECT EXPERIENCE

- » Comprehensive Parks and Recreation Master Plan, Thomasville, NC. Landscape Designer
- » Comprehensive Parks and Recreation Master Plan, Surf City, NC. Landscape Designer
- » Clayton Loop Road Park Master Plan, Clayton, NC. Landscape Designer
- » Clayton Community Park, Clayton, NC. Landscape Designer
- » Harold Rankin Park Improvement, Lowell, NC. Landscape Designer
- » Landscape Designer and Engineering for Freedom Park, Liberty, NC. Landscape Designer
- » New Hanover County Arboretum, Wilmington, NC. Landscape Designer

EDUCATION

- » MLA, Landscape Architecture, North Carolina State University
- » BS, Wildlife Biology, Bob Jones University



ALICE BRIGGS

Parks Funding Consultant

Alice has assisted many rural communities with submitting grant and local applications to various agencies, including the North Carolina PARTF, the NC Rural Economic Development Center, USDA Rural Development, the Golden LEAF Foundation, and the State Revolving Fund. She possesses the ability to multi-task in a deadline-driven and fast-paced environment. Her highly organized approach is a valuable asset to each project in which she is involved. Alice will provide insight and recommendations on potential grant funding from various sources including local, state, and federal funding sources.

PROJECT EXPERIENCE

- » Belmont Recreation Center, Belmont, NC. Funding Senior Technical Consultant
- » Neills Creek Park Master Planning, Harnett County, NC. Funding Senior Technical Consultant
- » Community Park Space, Whiteville, NC. Funding Senior Technical Consultant
- » Park Master Plan, Swepsonville, NC. Funding Senior Technical Consultant
- » O.T. Sloan Accessibility Playground, Lee County, NC. Funding Senior Technical Consultant

EDUCATION

- » BA, Economics & German Studies, Washington College

CERTIFICATION

- » Certified Economic Developer (CEcD) Program

Personnel Experience



MEGAN POWELL

Funding Specialist

Megan has a strong background working for local governments in North Carolina. She has worked on grant administration for ARRA Funds, sustainability projects that involved outreach to the community. As a budget manager and internal auditor, she managed a team responsible for Henderson County's annual \$166 million general fund. Her work involved developing best practices, policies and procedures, complying with Local Government Budget and Fiscal Control Act, and ensuring compliance with all local, state, and federal laws.

EDUCATION

- » MPA, Public Management
- » BS, Political Science, Appalachian State University

PROJECT EXPERIENCE

- » Patton Park Whitmire Center & Toms Park, Hendersonville, NC. Funding Specialist
- » Comprehensive Use Plan, Wilson County, NC. Funding Specialist
- » Sanitary Water & Sewer District Disaster Recovery Grant Admin Services, Woodfin, NC. Funding Specialist
- » Rate Study, Biltmore Forest, NC. Funding Specialist
- » Implementation Plan, North Wilkesboro, NC. Project Manager
- » Water MRF Study, Old Fort, NC. Project Manager
- » Grant Application, Mars Hills, NC. Funding Specialist



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DESIGN+PLANNING PROFESSIONALS

- » Bench Strength
- » Experience
- » Responsiveness



WithersRavenel has ample staff to meet the Town's needs, including 460+ personnel at offices across the state that can be mobilized on short notice.

Personnel Experience

A SUCCESSFUL CLIENT EXPERIENCE

Rather than wait for a project to be completed to find out if the client's needs are being met, WithersRavenel seeks feedback at key milestones throughout the project life cycle with Client Feedback Tool, an online communication application.

Using a seven-question, two-minute electronic request for feedback tailored to the specific project milestone, WithersRavenel can quickly and easily gauge where we are meeting or exceeding expectations and where we need to make improvements. Through follow-up contact, we then work with our clients to adjust processes to better align with their expectations. Our overwhelmingly positive responses are indicative of our successes.



OUR PROOF



Project Manager Greg Feldman has never let us down and has always executed and exceeded my expectations and is very knowledgeable in the area of mapping.”

Athina Williams, Town Manager, Town of Belville



The Town of Four Oaks Parks and Recreation Department has been extremely satisfied with the services we have received during our planning process for our Parks and Recreation Comprehensive Plan. The staff at WithersRavenel have provided excellent customer service and gone over and beyond in assisting us with our planning process. Daniel Rauh provides cooperative and productive group interactions in our bi-weekly meetings. We are very fortunate to be able to work with such an awesome company who ensures our needs are met.”

Kim Robertson, Commissioner - Parks & Recreation and Outreach, Town of Four Oaks



Affidavit

AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

Town of Waynesville

Affidavit of WithersRavenel, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Updated Master Plan for the Town of Waynesville's Parks and Recreation 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.

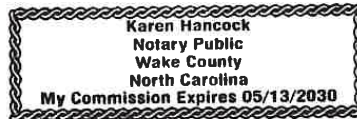
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

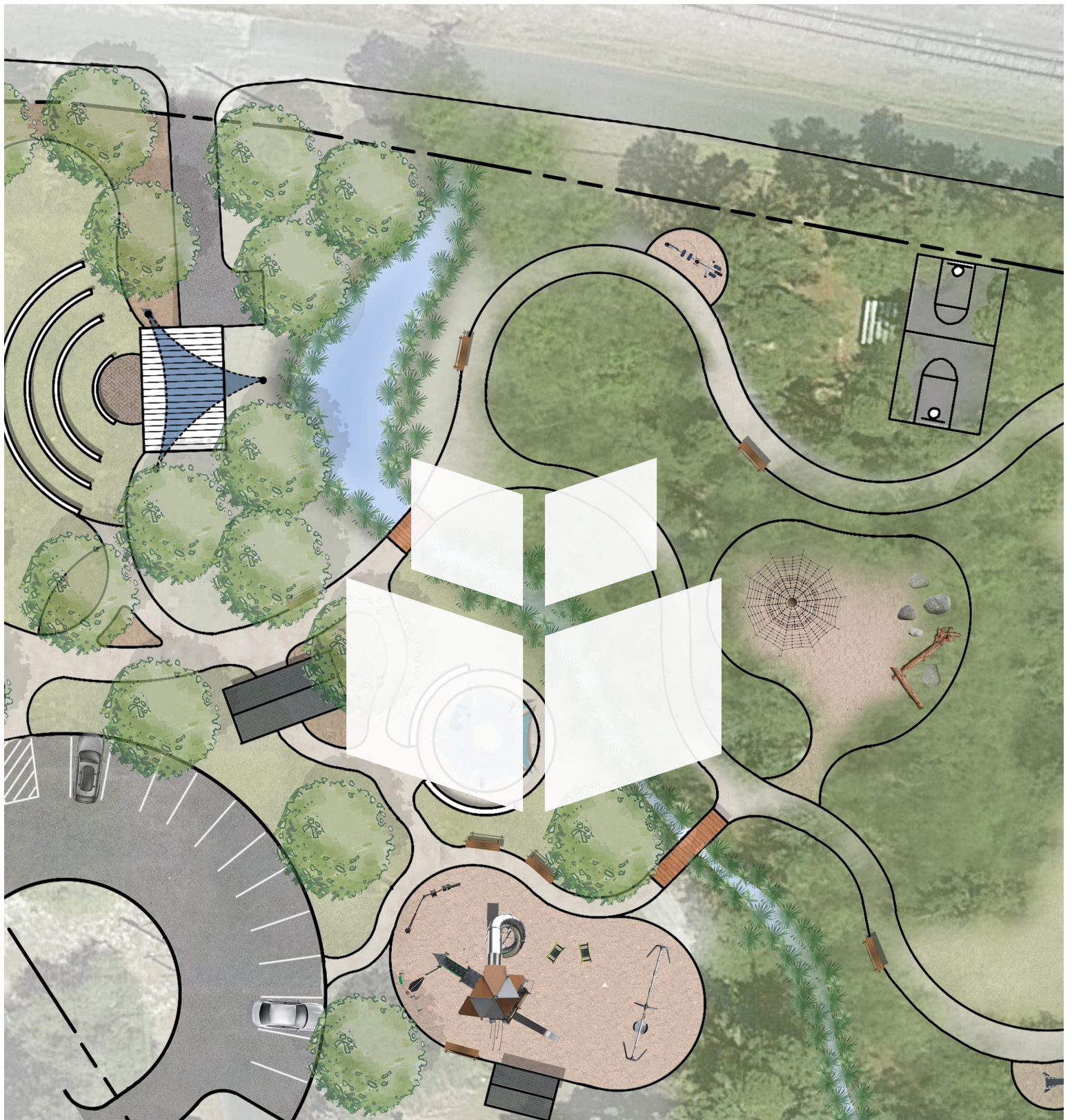
Date: 9/8/2025 Name of Authorized Officer: C. CHAN BRYANT, PE.

Signature: C. Chan Bryant Title: CHIEF RISK OFFICER



State of NC County of Wake
 Subscribed and sworn to before me this 8th day of Sept., 2025
 Notary Public Karen Hancock
 My Commission expires 5-13-30





THANK YOU



WithersRavenel
Our People. Your Success.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/14/2025**

SUBJECT: Amendment to Solid Waste Fee Schedule – Addition of Cart Replacement and Purchase Fees

AGENDA INFORMATION:

Agenda Location:
Item Number:
Department: Public Works
Contact: Hutch Reece
Presenter: Hutch Reece

BRIEF SUMMARY:

In accordance with Town Code Section 44-42 – Garbage Receptacles, the Town retains ownership of rollout containers which are initially provided for solid waste and recycling collection services. The ordinance specifies that:

“Repair or replacement of containers for any reason, excluding normal wear and tear, shall be the responsibility of the customer unless the damage necessitating such repair or replacement is determined to be a direct result of the negligence of the town and/or its contractor. Containers which require replacement as a result of user abuse and/or negligence (i.e., lost or stolen) will result in the user being charged a replacement fee as set forth in the solid waste fee schedule. The property owner shall be notified of the cost of the receptacles and the requirement for payment before service can be rendered. The town shall bear the cost of one garbage or recycling container. Property owners or tenants may purchase additional containers at the cost established in the fee schedule.”

To comply with the ordinance and ensure consistency in service delivery, the Public Works Department recommends amending the Solid Waste Fee Schedule to include fees for cart replacement and purchase.

Proposed Fee Schedule Additions:

95-gallon container: \$75 + \$25 admin fee = \$100

35-gallon container: \$50 + \$25 admin fee = \$75

65-gallon container: \$60 + \$25 admin fee = \$85

MOTION FOR CONSIDERATION:

1. Approve the amendment to the Solid Waste Fee Schedule to include the cart replacement and purchase fees as proposed.
2. Authorize staff to update the published Solid Waste Fee Schedule to reflect the approved changes.



Ian Barrett, Finance Director

10.07.25

Date

FUNDING SOURCE/IMPACT:

This action does not create a cost to the Town. All charges will be collected directly from customers requiring additional or replacement containers, ensuring that the Town bears the cost only of the initial container provided.

ATTACHMENTS:

Updated Fee Schedule – Sanitation & Solid Waste Collection

SANITATION & SOLID WASTE COLLECTION

Monthly Fees

- Residential Garbage (1 weekly pickup) – [existing amount]
- Commercial Garbage (1 weekly pickup) – [existing amount]

Cart Replacement / Purchase Fees (per Sec. 44-42 Garbage Receptacles)

95-gallon container – \$100.00 (includes \$75 container + \$25 admin fee)

35-gallon container – \$75.00 (includes \$50 container + \$25 admin fee)

65-gallon container – \$85.00 (includes \$60 container + \$25 admin fee)

Note: The Town provides one initial container at no cost. Replacement due to loss, theft, or damage from user abuse/neglect, or additional containers requested by the property owner/tenant, will be billed at the above rates. Normal wear and tear replacements remain the Town's responsibility.

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10. 14. 2025**

SUBJECT: Budget Amendment for Fire Department

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Fire Department
Contact: Assistant Fire Chief Cody Parton
Presenter: Assistant Fire Chief Cody Parton

BRIEF SUMMARY: The FD is seeking a budget amendment for \$11,500.00 from the fund balance to ensure mental health care services can be provided to members.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Fund Balance



Ian Barrett, Finance Director

10.07.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-34-25

Amendment No. 13 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

FD Mental Health Services	\$11,500
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Decrease the following appropriations:

Fund Balance	\$11,500
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Adopted this 14th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 14, 2025**

SUBJECT - CLOSED SESSION-

AGENDA INFORMATION:

Agenda Location: Closed Session

Item Number:

Department: Administration/Attorney

Contact: Mayor and Town Council

Presenter: Mayor and Town Council

BRIEF SUMMARY: See motion

MOTION FOR CONSIDERATION:

Motion To enter into closed session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

FUNDING SOURCE/IMPACT: n/a

ATTACHMENTS: n/a

COMMENTS AND RECOMMENDATIONS