



Town of Waynesville, NC

Board of Aldermen – Regular Meeting

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

Date: **September 27, 2016**

Time: **6:30 p.m.**

*The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
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Consider the environment ♦ Conserve resources ♦ Print only when necessary

*The Town of Waynesville provides accessible facilities, programs and services for all people, in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or accommodation for this meeting, please contact the Town Clerk at:
(828) 452-2491 gowens@waynesvillenc.gov*

A. CALL TO ORDER - Mayor Gavin Brown

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

Motion: *To approve the minutes of the September 13, 2016 regular meeting, as presented [or as corrected].*

3. Certificate of Appreciation – presented by Police Chief Bill Hollingsed
4. Recognition of Officer Dave Clancy

B. CALL FOR PUBLIC HEARING

5. Call for Public Hearing to consider a request from Southern Concrete for rezoning of two properties to the Commercial-Industrial District

Motion: *To Call for a Public Hearing to be held on October 11, 2016 at 6:30 p.m. or as soon there after as possible, in the Town Board Room located at 9 South Main Street, Waynesville, to consider a zoning map amendment requested by Southern Concrete Materials, Inc. to rezone- 120 Railroad Street; Haywood County Tax Parcel Identification Number 8605-71-1498 from Hazelwood Urban Residential District to Commercial-industrial (CI) District, and 50 Vigoro Lane, PIN 8605-71-4029 from Hyatt Creek Regional Center Commercial to Commercial-Industrial (CI) District, as presented.*

C. NEW BUSINESS

6. Request approval of contract with ACMI for the purpose of replacement of the media at the Water Treatment Facility.

Motion: *To approve the contract with ACMI for the purpose of replacement of the media at the Water Treatment Facility, and to direct the Town Manager to execute said agreement, as presented*

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

September 27, 2016

- 2 -

D. COMMUNICATIONS FROM STAFF

- 7. Manager's Report –Town Manager Rob Hites
- 8. Attorney's Report – Town Attorney Woody Griffin

E. COMMUNICATIONS FROM THE MAYOR AND BOARD

- 9. WestNGN Update – Alderman Jon Feichter

F. CALL ON THE AUDIENCE

G. ADJOURN



TOWN OF WAYNESVILLE

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

CALENDAR September 27, 2016

2016	
Mon, Sep 26 6:30 PM Location TBD	Southwestern Commission Board Meeting
Fri, Oct 7 5:00 – 9:00 PM Downtown	Art After Dark – Waynesville Gallery Association
Sat, Oct 8 10:00 AM – 5:00 PM Main Street, Downtown	33 rd Annual Church Street Art & Craft Show
Tue, Oct 11 6:30 PM Board Room, Town Hall	Board of Aldermen Regular Meeting
Sat, Oct 15 10:00 AM – 5:00 PM Main Street, Downtown	28 th Annual Apple Harvest Festival – Haywood Chamber of Commerce
Su-Tu, Oct 23-25	NCLM Annual Conference CityVision 2016 Raleigh, NC
Tue, Oct 25 6:30 PM Board Room, Town Hall	Board of Aldermen Regular Meeting
Mon, Oct 31 5:00 PM – 7:00 PM Downtown Waynesville	Treats on the Street – DWA
Fri, Nov 4 5:00 – 9:00 PM Downtown	Art After Dark – Waynesville Gallery Association
Mon, Nov 7 5:30 PM Wells Events Center	Haywood COG – Waynesville Hosting
Tue, Nov 8 6:30 AM – 7:30 PM All voting precincts	Election Day - General Election
Tue, Nov 8 6:30 PM Board Room, Town Hall	Board of Aldermen Regular Meeting
Fri, Nov 11	Veterans' Day Holiday Town Offices Closed

Th-Fr, Nov 24-25	Thanksgiving Holiday Town Offices Closed
Mon, Nov 28 6:30 PM Location TBD	Southwestern Commission Board Meeting
Fri, Dec 2 5:00 – 9:00 PM Downtown	Art After Dark – Waynesville Gallery Association
Fr-Mo, Dec 2-5	Holly Days Downtown – seasonal events downtown throughout the weekend
Mon, Dec 5 6:00 PM Main Street, Downtown	Waynesville Holiday Parade Line-up begins at 4:30 PM at Walnut and Main Parade begins at 6:00 PM
Sat, Dec 10 5:00 PM Fire Station #1	Waynesville Fire Department Annual Holiday Family Dinner (tent)
Sat, Dec 10 6:00 – 9:00 PM Main Street, Downtown	A Night Before Christmas / Bethlehem Market Place – DWA & First Baptist Church
Tue, Dec 13 6:30 PM Board Room, Town Hall	Board of Aldermen Regular Meeting
Fr-Tu, Dec 23, 26-27	Christmas Holiday Town Offices Closed
2017	
	New Year Holiday Town Offices Closed
	Martin Luther King Jr Holiday Town Offices Closed

Board and Commission Meetings – October 2016

ABC Board	ABC Office – 52 Dayco Drive	October 16 3 rd Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	October 4 1 st Tuesdays 5:30 PM
Downtown Waynesville Association	UCB Board Room – 165 North Main	October 27 4 th Thursdays 12 Noon
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	October 5 1 st Wednesdays 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	October 15 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	October 13 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	October 17 3 rd Wednesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	October 5 1 st Wednesdays 5:30 PM

BOARD/STAFF SCHEDULE

Tue – Fri, Oct 11 – 14, 2016	Assistant Town Manager	Municipal and County Administration Course Chapel Hill, NC
Tue – Fri, Nov 15 – 18, 2016	Assistant Town Manager	Municipal and County Administration Course Chapel Hill, NC
Tue – Fri, Jan 10 – 13, 2017	Assistant Town Manager	Municipal and County Administration Course Chapel Hill, NC
Tue – Fri, Feb 14 – 17, 2017	Assistant Town Manager	Municipal and County Administration Course Chapel Hill, NC
Tue – Fri, March 14 – 17, 2017	Assistant Town Manager	Municipal and County Administration Course Chapel Hill, NC
Tue – Fri, April 25 – 28, 2017	Assistant Town Manager	Municipal and County Administration Course Chapel Hill, NC

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REGULAR SESSION MEETING
September 13, 2016

THE WAYNESVILLE BOARD OF ALDERMEN held its regular meeting on Tuesday September 13, 2016 at 6:30 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER

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

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

The following staff members were present:

Rob Hites, Town Manager
Woodrow Griffin, Town Attorney
Eddie Ward, Deputy Clerk
Elizabeth Teague, Development Services Director
Eddie Caldwell, Finance Director
David Foster, Public Services Director
Joey Webb, Fire Chief

Representing the media:

Mary Ann Enloe, the Mountaineer
Cory Villancourt, Smoky Mountain News

1. Welcome /Calendar/Announcements

Mayor Brown welcomed everyone to the meeting and noted the following calendar events including:

- September 17th – Block Party – Downtown Waynesville Association; 6:00 pm
- September 26th – Southwestern Commission; 6:30 pm
- October 8th – 33rd Annual Church Street Art & Craft Festival; 10:00 am
- October 15th – 28th Annual Apple Harvest Festival; 10:00am

2. Adoption of Minutes

Alderman Caldwell made a motion, seconded by Alderman Roberson to approve the minutes of the August 23, 2016 meeting as presented. The motion passed unanimously.

3. Proclamation: Constitution Week – September 17-23, 2016

Mayor Brown stated that the Town of Waynesville had proclaimed the week of September 17th - 23rd as Constitution Week. He said this week marked the 229th anniversary of the drafting of the Constitution of the United States of America. After reading the Proclamation, Mayor Brown urged everyone to take time to read the Constitution and to understand that at the end of the day it is the bedrock of what this Board is doing tonight.

B. PUBLIC HEARING

4. Public Hearing to consider a request for Annexation from the Lake Junaluska Assembly for PIN 8616-59-1245 at 1023 Dellwood Road in order to receive municipal services.

Mayor Brown asked Ms. Elizabeth Teague, Development Services Director, to present a staff report for this request.

Ms. Teague said a building permit application with development plans, (dated 11/25/15) for PIN 8616-59-1245, 1023 Dellwood Road, had been received by her department for Shining Rock Academy for the purpose of a school. This lot is the former site of a motel, and is owned by Lake Junaluska Assembly. The lot is being leased by Shining Rock Academy and is within the Town's Extra Territorial Jurisdiction and therefore is part of the Town's Comprehensive Land Use Plan and is subject to the Town's Zoning regulations.

The Public Hearing has been duly notified.

Ms. Teague said the lot is zoned Regional Center District which is the Town's most flexible Commercial District. This is the same zoning category as the area of Russ Avenue and South Main Street/Hyatt Creek Road. Schools are listed as a permitted use out-right in the Regional Center Districts, which means they are not subject to a Special Use Permit review process, or other additional review or requirements.

Quoting from the Town Zoning Board of Ordinances section 2.3.7 Regional Center (RC) Districts Purpose and intent, Ms. Teague noted:

2.3.7 Regional Center (RC) Districts Purpose and Intent

A. The Dellwood/Junaluska Regional Center District (DJ-RC) will develop in the future into a hub for retail, service and employment uses serving Waynesville and the region. It is envisioned that such uses be concentrated here in order to limit sprawling strip commercial development in the area. The vision for the district is that of a well-defined area, but one designed to accommodate large-scale development. Development should encourage the intermixture of uses and provide for residential uses in addition to those uses heavily dependent on the automobile. Transportation improvements made in this district will form a network of roads and pedestrian ways and provide accommodations for all modes of travel. An improved Russ Avenue with a landscaped median should enhance the traffic situation in the area. Rear access ways connecting adjacent development shall be required to provide access between developments supplementary to the public streets. The outdoor auditorium at Lake Junaluska will serve as the town center for this area.

The lot abuts the Town's sewer system line that runs along Dellwood Road and the Town's water line that runs along Jule Noland Road. There is also sewer available through Lake Junaluska across the street and at the adjacent campground. It lies within the Town's Urban Service Boundary, which is "the planned growth area for the Town of Waynesville for the next 20 years." (2020 Land Development Plan; April 23, 2002)

According to the Land Use Plan, the Urban Growth Boundary and the ETJ serve the purpose of limiting "urban sprawl," by directing development along major transportation corridors, promoting infill development, and restricting development outside the growth area. Within the RC District and Urban Services Boundary, the Land Use Plan encourages redevelopment of this former motel site and intentionally accommodates a large scale use such as a school. Ms. Teague said that the development of this lot as a school is consistent with the Town's current Zoning and Comprehensive Land Use Plan.

With the plans and building permit application received by Development Services, a request for proposed connection to the Town water and sewer system was received. The Town ordinance states:

Sec. 58-277. - Requests for connections to, extension of sewer lines outside town limits.

..... (b) A written petition for voluntary annexation which meets the requirements of G.S. Ch. 160A art. 4A for the particular piece of property in question shall accompany all written requests for connections to or extensions of sewer lines outside the corporate limits of the town. The petition shall be addressed to the board of aldermen and shall comply in all respects with the then-existing annexation laws of the state.

(c) The board of aldermen shall have 180 days from the date of submission of the voluntary petition for annexation to the board of aldermen within which to commence the annexation process.

(d) The board of aldermen may accept or reject a written request for extension of sewer lines outside the corporate limits of the town without regard to whether or not it accepts the property in question for annexation; however, if the board of aldermen rejects the written request for connection to or extension of the town sewer lines outside the corporate limits of the town, the board of aldermen shall also automatically reject the petition for annexation.

In June, Ms. Teague said she was contacted by Mr. Patrick Bradshaw, Engineer on the project for Shining Rock Academy, and he asked her on behalf of his clients and the underlying property owner, if there were any alternatives to this ordinance requirement. Ms. Teague said she wanted to emphasize that Mr. Jack Ewing, Executive Director at Lake Junaluska, made it clear that the Assembly did not want to be annexed just for the purpose of annexation. Ms. Teague and staff involved in the technical review of the project, met with Interim Town Manager Mike Morgan to discuss options for managing the sewer connection request to determine if in fact the ordinance need to apply in this case. Upon research, Ms. Teague said that the old motel had never been connected to the Town's sewer system, even though the sewer runs right in front of it, therefore this is a new connection

Staff recommends that "following the existing Town policy" is the most equitable in that it treats the Shining Rock Academy development the same way as the Town has treated other development projects in this same situation. Therefore, the staff recommends annexation of this property into the Town pursuant to Town ordinances.

Alderman Roberson asked Ms. Teague what the capacity of the sewer line is for the property that would be annexed. She referred the question to Mr. David Foster, Public Services Director. Mr. Foster stated that it is a primary service line, and another main service line comes from Jule Noland Road, so there are no issues with the capacity of the lines. The costs will be low because a meter is already in place.

Alderman Jon Feichter asked what the motel was connected to if it was not connected to the Town's sewer line. Mayor Brown confirmed they were on a separate septic system.

Ms. Teague referred the Board to maps she provided to show that the area is within the Urban Services Boundary, and the Town's ETJ. She stated that these areas are the areas that the Comprehensive Land Use Plan targets for urban growth.

Mayor Brown confirmed with Ms. Teague that the submitted plans have been reviewed and approved by the Development Services Department, and are in compliance.

There were several questions from the Board as to the boundaries of the property abutting other properties, such as the Laurels and the Bojangles property which are in the Town's municipal boundary. It was confirmed that Bojangles is receiving water and sewer services from the Town of Waynesville.

Mayor Brown stated that this property is near where the Lake Junaluska School was located before it burned in 1968. He said that property now houses the Fellowship Church, and is connected to the Town's water and sewer at this time.

Attorney Woodrow Griffin opened the Public Hearing and informed speakers that the three minute time limit would be enforced.

**Attorney Burton Smith
Representing Lake Junaluska Assembly
and Shining Rock Classical Academy**

Mr. Smith stated that he was here to support the application and recommendation of the staff. He introduced Mr. Patrick Bradshaw of Civil Design Concepts, Mr. Jack Ewing of Lake Junaluska Assembly, Alex Davis and Larry Clark of Clark and Leatherwood as participants in the planning process of the project.

There were no other comments.

Attorney Woodrow Griffin closed the Public Hearing.

Mayor Brown reiterated to the Board that this annexation is required because of the Town's ordinance requiring the property owner to petition for annexation in order to be connected to the Town's water and sewer system. The property itself, if annexed, will not generate any property taxes because under State Law the use of the property makes it tax exempt. As far as utilities, Shining Rock Academy will be treated as any other customer.

When asked for comments, the Board expressed they understood the annexation was in compliance with the Town's ordinance and Land Use Standards.

Ms. Elizabeth Teague reviewed the Petition for Annexation of Non-Contiguous "Satellite" Areas, and the Ordinance to Extend the Corporate Limits of the Town of Waynesville, North Carolina. Ms. Teague stated that Town Clerk Amie Owens had reviewed the petition and found it to be in compliance.

Mayor Brown pointed out to the Board that they had the option to not annex the property and still offer services to the property if they chose to proceed in that direction.

A motion was made by Alderman Gary Caldwell, seconded by Alderman Julia Freeman, to approve the request for Annexation from the Lake Junaluska Assembly for PIN 8616-59-1245 at 1023 Dellwood Road in order to receive municipal services. The motion passed unanimously.

C. NEW BUSINESS

5. Budget Amendment FY 2016/17 for Water Treatment Media Replacement.

Mr. Eddie Caldwell, Finance Director, stated he was asking for a Budget Amendment to the Water Fund for \$250,000.00 for additional funding needed to finish the repairs to the dam's spill way and to replace the filter media at the Water Treatment Plant. The plan was to start the projects in the prior year FY 15-16 and complete them in the current year FY 16-17. The Town budgeted \$400,000.00 in the prior year FY 15-16 and \$300,000.00 in the current year FY 16-17 on capital projects in the Water Treatment Department. He stated that last year FY 15-16 the Town spent \$77,077.39 on these capital projects. Mr. Caldwell said this budget amendment will re- budget funds allocated for last year FY 15-16 and not spent, to the current year's budget.

David Foster explained that when the bids were sent out to replace the filter media at the Treatment Plant last year, the quote came back extremely high. Staff then carved the project down, and was not able to finish it while trying to bring it to a figure that could be managed financially. He said that this year the spillway project is approximately \$360,000.00. He explained that with this budget amendment the spillway project and the filter media project will be completed this year.

A motion was made by Alderman Roberson, seconded by Alderman Feichter, to approve an amendment to the Fiscal Year 2016-2017 Budget Ordinance for the purpose of replacement of the media at the Water Treatment Facility, as presented. The motion passed unanimously.

D. COMMUNICATIONS FROM STAFF

6. Managers Report – Town Manager Rob Hites

Manager Hites thanked the Board and commended staff on the presentation tonight.

7. Attorney's Report – Attorney Woodrow Griffin

Attorney Griffin had nothing to report

E. COMMUNICATIONS FROM MAYOR AND BOARD

Mayor Brown asked Ms. Teague to give a brief explanation of the Plott Creek Project. She explained that this is a sidewalk project that links the Plott Creek School into Hazelwood, along Plott Creek Road and Hazelwood Avenue. It includes pedestrian improvements over the Richland Creek Bridge. That project was placed on the priority need list in the state transportation funding system. It is ranked now as the number one pedestrian project for Haywood County. This will go before the TAC on Thursday, and Alderman Roberson is The Town's representative. Ms. Teague said she wanted affirmation from the Board that they are still in favor of this project. This project may not get construction funding from the Transportation Improvement Program until 2018, and the Town will be obligated for a Letter of Commitment for 20% of construction cost. Ms. Teague asked the Board if they still wanted the project to be moved forward, and the TAC take action on it to get in the funding list. Also she asked the Board if they were comfortable with executing Letter of Commitment for the 20% match, even though it may still be several years off.

The consensus of the Board was to authorize Ms. Teague to proceed with the Plott Creek project.

F. CALL ON THE AUDIENCE

No one addressed the Board.

G. CLOSED SESSION

No Closed Session was held.

H. ADJOURN

With no further business, Alderman Caldwell made a motion, seconded by Alderman Freeman to adjourn at 7:21 pm. The motion passed unanimously.

ATTEST

Gavin A Brown, Mayor

Robert W. Hites, Jr., Town Manager

Eddie Ward, Deputy Clerk

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: September 27, 2016

SUBJECT: Call for a Public Hearing to be held on October 11, 2016 to consider a zoning map amendment requested by Southern Concrete Materials, Inc. to rezone:

- 120 Railroad Street; Haywood County Tax Parcel Identification Number 8605-71-1498 from Hazelwood Urban Residential District to Commercial-industrial (CI) District, and
- 50 Vigoro Lane, PIN 8605-71-4029 from Hyatt Creek Regional Center Commercial to Commercial-Industrial (CI) District.

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number: 5-B
Department: Development Services
Contact: Elizabeth Teague, Development Services Director
Presenter: Elizabeth Teague, Development Services Director

BRIEF SUMMARY: Southern Concrete would like to consolidate operations at their current site on Vigoro Lane and make various site improvements to accommodate increased production, storage facilities and offices. Improvements to this site for manufacturing; however, are constrained by the Land Development Standards governing their current zoning within the Hyatt Creek Regional Center District. Southern Concrete has also purchased the lot at 120 Railroad Street in order to relocate their driveway and railroad crossing to improve safety. This lot would be used to meet the expanded buffer requirements. At their September 19, 2016 Meeting, the Planning Board unanimously recommended rezoning these properties from their current zoning classifications to the Commercial-Industrial classification.

MOTION FOR CONSIDERATION:

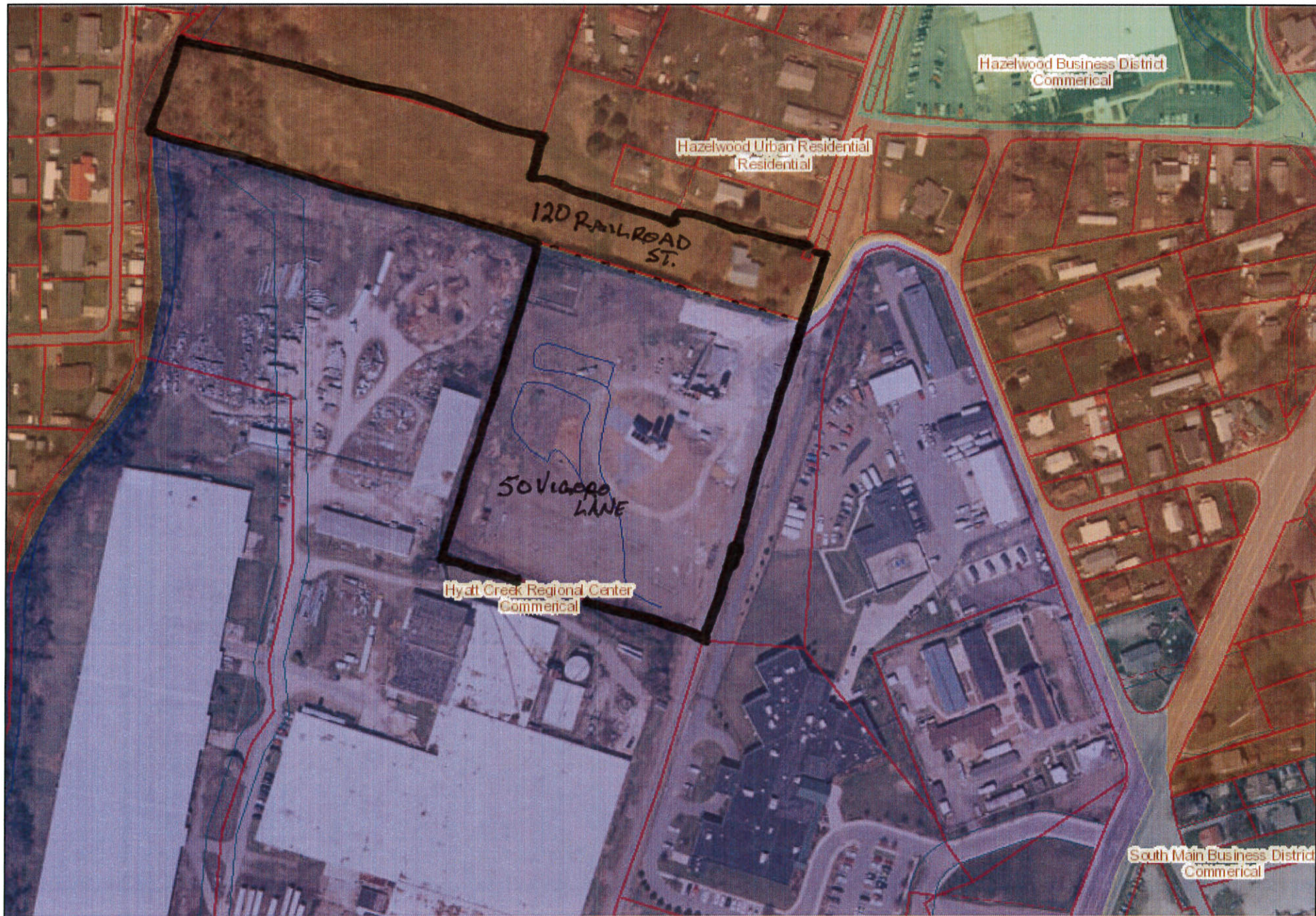
To call for a Public Hearing to be held on October 11, 2016 at the next Board of Aldermen Meeting at 6:30 pm in order to consider the zoning map amendment request of Southern concrete Materials, Inc.

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

1. Area Maps of Current Zoning and from the 2020 Land Use Plan
2. Applications

MANAGER'S COMMENTS AND RECOMMENDATIONS:

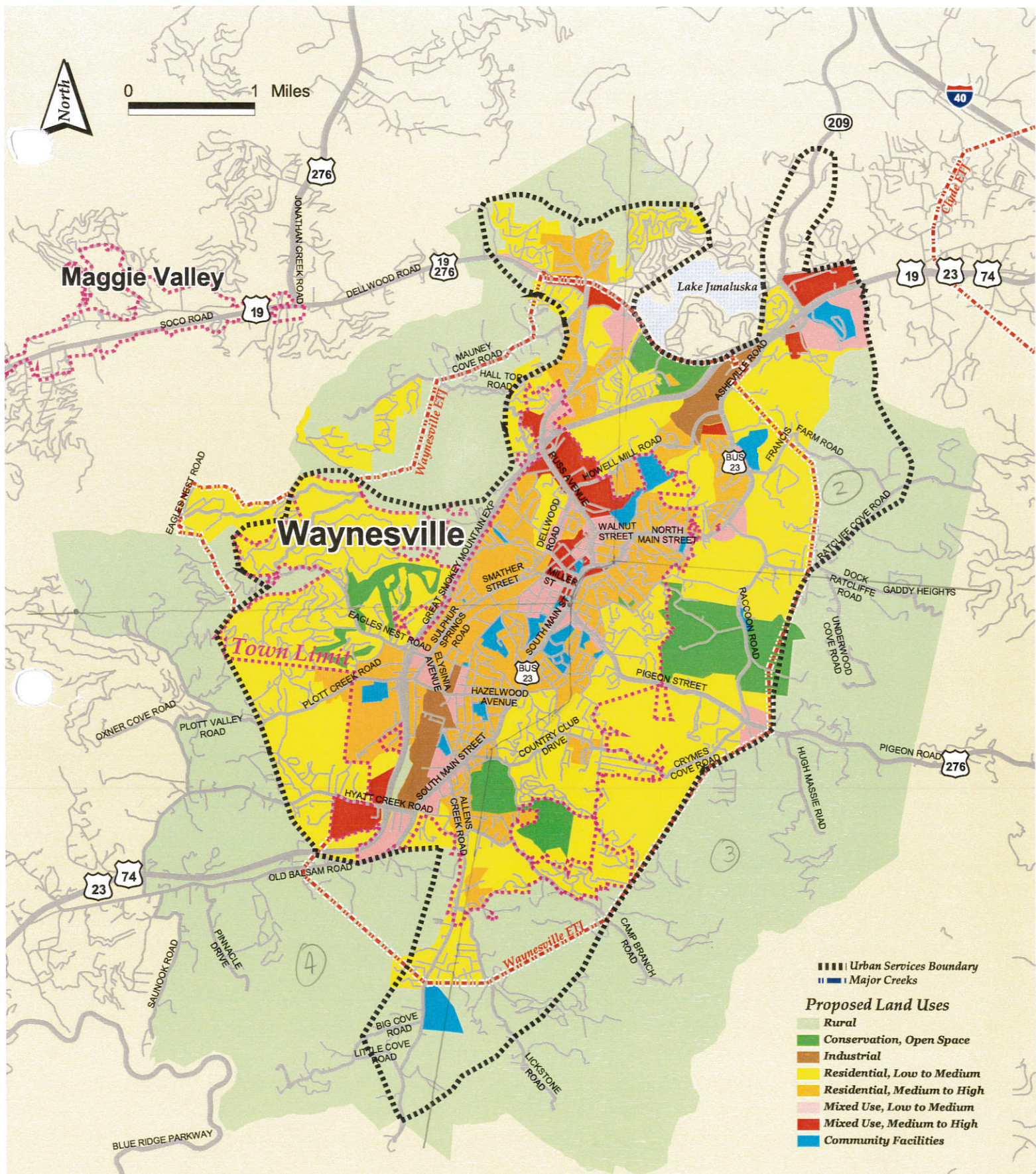


1 inch = 200 feet
August 31, 2016

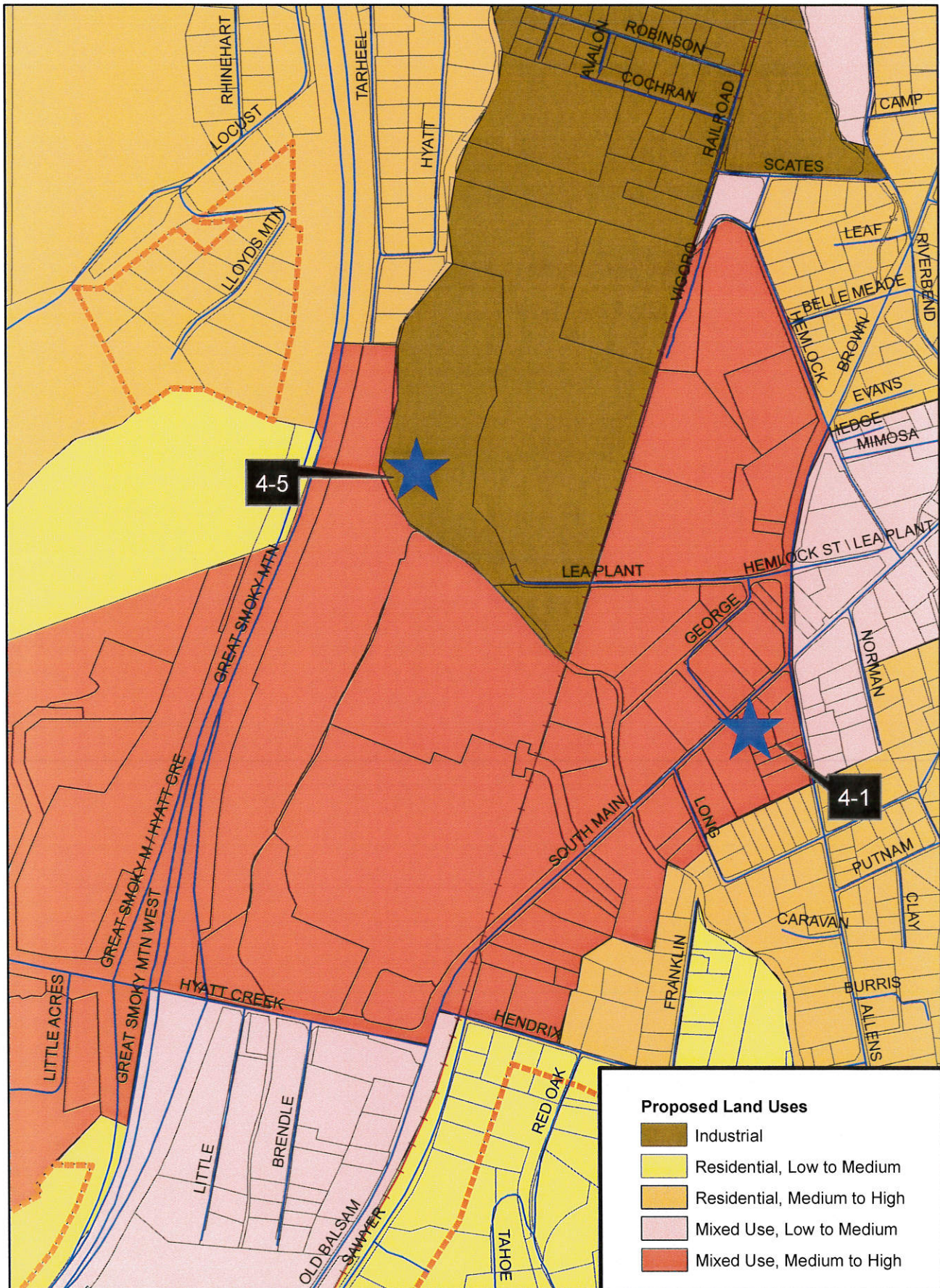
Haywood County

□ AREA OF MAP AMENDMENT REQUEST

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.



Mapping prepared by:
BENCHMARK LLC
 Local Government Services
 Planning, Community Development,
 and Management
 Asheville, NC / Kannapolis, NC / Kinston, NC
 1-800-650-3925
 WWW.BENCHMARKPLANNING.COM





TOWN OF WAYNESVILLE PLANNING DEPARTMENT

Application for Land Development Standards Map Amendment

Application is hereby made on 8-19, 2016 to the Town of Waynesville for the following map amendment:

Property owner of record: Southern Concrete Materials

Address/location of property: 120 Railroad Street

Parcel identification number(s): 8605-71-1498

Deed/Plat Book/Page, (attach legal description): 877/1328

The property contains 3.07 acres.

Current district: Residential R1 (Hazelwood UR)

Requested district: Industrial Commercial

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

Operation of a ready mixed concrete plant.

Applicant Contact Information

Applicant Name (Printed): Southern Concrete Materials - Jeff Lamm

Mailing Address: PO Box 5395, Asheville, NC 28813

Phone(s): 828-253-6421

Email: j19mm@scm439.com

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

Jeff Lamm

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 Planning Department, 9 South Main Street, Waynesville, NC 28786.



Parcel Report For 8605-71-1498

SOUTHERN CONCRETE MATERIALS INC
PO BOX 5395
ASHEVILLE, NC 28813

Account Information

PIN: 8605-71-1498

Legal Ref: 877/1328

Add Ref: CABC/6676

Site Information

DWELLING
SINGLE FAMILY
120 RAILROAD ST

Heated Area: 2394

Year Built: 1947

Total Acreage: 3.07 AC

Township: TOWN OF WAYNESVILLE

Site Value Information

Land Value: \$19,900

Building Value: \$103,200

Market Value: \$123,100

Deferred Value: \$0

Assessed Value: \$123,100

Sale Price: \$0

Sale Date: 12/11/2014

Tax Bill 1: \$860.87

Tax Bill 2: \$860.87



1 inch = 200 feet
September 6, 2016

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TOWN OF WAYNESVILLE PLANNING DEPARTMENT

Application for Land Development Standards Map Amendment

Application is hereby made on 8-19, 2016 to the Town of Waynesville for the following map amendment:

Property owner of record: Southern Concrete Materials
Address/location of property: 50 Vigora Lane
Parcel identification number(s): 8605-71-4429
Deed/Plat Book/Page, (attach legal description): 842/1154
The property contains 4.8 acres.
Current district: Commercial
Requested district: Industrial/Commercial

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

Operation of ready mixed concrete plant.

Applicant Contact Information

Applicant Name (Printed): Southern Concrete Materials - Jeff Lamm
Mailing Address: PO Box 5395, Asheville, NC 28813
Phone(s): 828-253-6421
Email: j/lamm@scm459.com

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

Jeff Lamm

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 Planning Department, 9 South Main Street, Waynesville, NC 28786.



Parcel Report For 8605-71-4029

SOUTHERN CONCRETE MATERIALS INC
PO BOX 5395
ASHEVILLE, NC 28813

Account Information

PIN: 8605-71-4029

Legal Ref: 842/1154

Add Ref: 578/974

Site Information

50 VIGORO LN

Heated Area: 0

Year Built: 0

Total Acreage: 4.8 AC

Township: TOWN OF WAYNESVILLI

Site Value Information

Land Value: \$240,000

Building Value: \$1,200

Market Value: \$241,200

Deferred Value: \$0

Assessed Value: \$241,200

Sale Price: \$178,500

Sale Date: 03/11/2013

Tax Bill 1: \$1,365.43

Tax Bill 2: \$1,365.43



1 inch = 100 feet
September 13, 2016

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**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: Tuesday September 27th 2016**

SUBJECT: Water Treatment Plant (WTP) – Filter Media Rehabilitation Project

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 6-C
Department: Public Services
Contact: David Foster, Preston Gregg, Kyle Cook
Presenter: David Foster

BRIEF SUMMARY:

Water filtration is viewed as a distinct unit process and is accomplished with a filter at Waynesville's Water Treatment Plant. The granular media filter is easily one of the most costly and complex pieces of equipment in a water filter plant and aids in the quality of water that we are able to provide to the citizens of Waynesville. The life span of the media filter varies depending on the quality of water but averages around 20 years. The media at the WTP is over 45 years old and in need of replacement. This project will replace the current filter media and rehabilitate the filter beds to a condition acceptable to AWWA (American Water Works Association) standards.

MOTION FOR CONSIDERATION:

Motion to authorize the Town Manager to sign into contract with contractor A.C.M.I to complete the work associated with replacing / rehabilitating the water plant's filter media.

FUNDING SOURCE/IMPACT:

Water Treatment Capital Improvements Budget, as amended at the September 13, 2016 Board meeting.

ATTACHMENTS:

Contract and contractor's proposal

MANAGER'S COMMENTS AND RECOMMENDATIONS:



A.C.M.I

**353 Paradise Mtn. Rd.
Canton NC, 28716
(828) 400- 5424**

PROPOSAL

September 7, 2016

Attention:

**Preston Gregg
Town Engineer
Town of Waynesville**

Re: Water Treatment Plant Media Replacement

Mr. Gregg,

ACMI, Inc. appreciates and thanks you for the opportunity to submit this Firm Proposal to perform the Media replacement at the Water Treatment Facility. This proposal and the prices contained herein are based on the contract approval. The quote includes all necessary labor, supervision, tools, and expendables per the Summary of Work. This proposal is valid for a period of thirty (30) days from the date of this letter.

The quote contains the following:

1. Cover Letter
2. Proposal Scope and Quoted Cost
3. Attachment A- Proposal Bases and Clarifications

Thank you once again for the opportunity to submit this quotation. If you have any questions or work scope clarifications please don't hesitate to call us.

Nathan Ashe

Nathan Ashe

** This document contains confidential and proprietary information. Its contents shall not be copied or distributed to third parties without the express written permission of ACMI*

PROPOSAL SCOPE AND PRICING

PROPOSAL SCOPE

SCOPE

- This job has been priced to take one Filter bed out of service at a time.
- AWWA B100-01 Media to be unloaded and staged at the onsite.
- Remove and repair all sweeps, nozzles, and nozzle caps
- Remove all carbon steel piping and supports
- Vacuum media from filters and dump at designated on-site location
- Load old Media into a dump truck and spread it on the road above the dam
- Remove and clean all the existing porcelain spheres
- Pressure wash filter walls, hoppers, and troughs
- Install new All Service Liners with Silaflex 1a
- Install the original Spheres into the Liners, this proposal is based on the replacement of no more than 10% of these spheres
- Install the filter gravel layers per AWWA standards and backwash
- Install the filter sand per AWWA standards and backwash
- Install the filter anthracite per AWWA standards and backwash
- Install new sweep piping and supports using Sch.10 304 stainless

PRICE COST INCLUDING SUPERVISION, DIRECT LABOR, SUPPORT LABOR, IDENTIFIED MATERIAL, AND RENTAL EQUIPMENT:

PROPOSAL

One Hundred Fifty Six Thousand Nine Hundred & Fifty U.S. DOLLARS

(\$156,950.00)

Attachment A

ACMI **BUDGET PROPOSAL BASES AND CLARIFICATIONS**

Should conditions arise delaying this project that are not in the direct control of ACMI, then an adjustment in price will be submitted to the customer for approval which will reflect the delay(s).

Quoted scope of work is based on The Town of Waynesville providing the following:

- Access to the construction site and parking area
- Unobstructed access to the work site
- Site safety orientation material
- Site representative to coordinate work and final review of drawings and job specification
- Testing, abatement, and removal of any contaminated or hazardous materials discovered in the process of work
- Furnish electrical power of needed equipment.
- Lockout of system, including disassemble and assemble of required system tie-ins
- Site testing and permits to perform scope of work
- Initial cleaning of the area, to access work area
- All data material, MTRs and engineered designed calculations
- Electrical power for power tools
- Sanitary Facilities
- Provide site to dump the existing Filter Media
- Backwash water supply
- Supply water for educator to sluice sand and anthracite media
- Written authorization for any additional work that will require an approved Price Adjustment

ACMI to provide to following:

- Indirect Labor: Superintendent
- Direct Labor and Support Labor: Craft Foreman, Fire Watch
- Tools, safety equipment, and consumables for craft labor
- Dump Truck and forklift
- Pressure Washer for filter cells
- Vacuum Truck for filter media removal
- Eductor for filter media removal
- 304 ss piping
- No.5 x No.16 360CF (Top Layer) Gravel
- 1/4" x 1/8" 360 CF
- 1/2" x 1/4" 360 CF
- 3/4" x 1/2" 360 CF
- 1 1/2" x 3/4" 360 CF (Bottom Layer) Gravel
- 1,512 CF Silica Sand Effective size: 0.45 mm to 0.55 mm
- 2,060 CF Filter Anthracite Effective size: 0.95 mm to 1.05 mm
- All Service Liners for the Spheres
- Sikaflex 1a
- 720- 3" Filtration Spheres
- 1,200- 1 1/4" Filtration Spheres
- 180- 1 3/8" Filtration Spheres

Mr. Gregg, thank you once again for the opportunity to submit this proposal. ACMI looks forward to working with you.



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Waynesville
129 Legion Dr. Waynesville NC, 28786
Telephone Number: 828-456-3706

and the Contractor:
(Name, legal status, address and other information)

ACMI
353 Paradise Mountain Rd. Canton NC, 28716
Telephone Number: 828-400-5424

for the following Project:
(Name, location and detailed description)

WTP Filter Media Rehab.
WTP
Replace filter media at water treatment plant

The Architect:
(Name, legal status, address and other information)

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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User Notes:

(3B9ADA30)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

March 31, 2017

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred fifty six thousand nine hundred fifty dollars and zero cents (\$ 156,950), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Preston Gregg, PE
129 Legion Dr. Waynesville NC, 28786
Telephone Number: 828-456-4410

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Preston Gregg, PE
129 Legion Dr. Waynesville NC, 28786
Telephone Number: 828-456-4410

Email Address: pgregg@waynesvillenc.gov

§ 8.4 The Contractor's representative:
(Name, address and other information)

Init.

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(3B9ADA30)

Nathan Ashe

Telephone Number: 828-400-5424

Email Address: nathanashe@bellsouth.net

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	1974 Filter Media As-Builts	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Robert Hites, Jr., Town Manager
(Printed name and title)

CONTRACTOR *(Signature)*

Nathan Ashe, Owner
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:15:51 on 09/21/2016.

PAGE 1

Town of Waynesville
129 Legion Dr. Waynesville NC, 28786
Telephone Number: 828-456-3706

...

ACMI
353 Paradise Mountain Rd. Canton NC, 28716
Telephone Number: 828-400-5424

...

WTP Filter Media Rehab.
WTP
Replace filter media at water treatment plant

...

N/A

PAGE 3

March 31, 2017

...

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...

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PAGE 4

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PAGE 5

Preston Gregg, PE
129 Legion Dr. Waynesville NC, 28786
Telephone Number: 828-456-4410

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

...

Preston Gregg, PE
129 Legion Dr. Waynesville NC, 28786
Telephone Number: 828-456-4410

Email Address: pgregg@waynesvillenc.gov

PAGE 6

Nathan Ashe

Telephone Number: 828-400-5424

Email Address: nathanashe@bellsouth.net

...

1974 Filter Media As-
Built

PAGE 7

Robert Hites, Jr., Town Manager

Nathan Ashe, Owner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:15:51 on 09/21/2016 under Order No. 4558518995 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

WestNGN High-Gigabit Broadband Project

September 6, 2016

REQUEST FOR QUALIFICATIONS

Description. Land of Sky Regional Council, located in Asheville, North Carolina is seeking proposals from professional broadband consultants to complete a consolidated RFP for six municipalities related to high-gigabit broadband service. The product will be similar to the NextNGN RFPs in the Raleigh and Greensboro areas. The initial webpage is here: <http://www.landofsky.org/westngnbroadband.html>

Scope of Services. Anticipated services include, but are not limited to:

- Facilitating the Steering Committee, convening meetings with individual municipal teams.
- Developing a template and Writing the consolidated RFP document.
- Identify potential respondents, distribute the RFP, and assist with all components for the solicitation process (responding to questions, review responses, etc.)
- Developing a template for the community profiles and working with each municipal team to complete their profile.
- Advising Steering Committee and municipal teams regarding broadband infrastructure, regulations, and code/administration.
- Final plan services including final document preparation.
- Assisting municipalities with meeting all applicable state requirements and providing all required documentation to Land of Sky Regional Council.

Anticipated Timeline. Qualification submittal deadline is **2:30 pm, Thursday, September 22, 2016.**

Land of Sky Regional Council expects to have an entity under agreement by mid-October 2016. Preliminary services should be complete by April 2017, and final document services should be complete by May 2017.

Contact Person:

Erica Anderson, AICP
Director of Economic & Community Development
Land of Sky Regional Council
erica@landofsky.org
828.251.6622 (office)

Desired Qualifications. Entities interested in performing these services must exhibit relevant experience with providing similar services, including having performed relevant work within the past twelve (12) months. Entities should emphasize both the experience and capability of the particular person who will actually perform the work and shall have sufficient support to effectively process and deliver the work product in a timely fashion.

Proposal Contents/Required Statement of Qualifications and Experience. All interested entities are required to submit a statement of qualifications and experience containing the following information:

- The Entity's name, address, email, and telephone number.
- Name of person who will perform each task, including their experience in performing the types of services covered herein.
- A summary of all similar services completed within the past two (2) years.
- A listing of other jurisdictions to which the individuals performing the work have provided the type of services covered herein and a brief description of the services provided.
- Constraints that could affect the Entity's ability to complete services in accordance with the anticipated timeline.
- Pricing estimate for the Scope of Work, time and materials rate.

Interested entities should submit a response via email to: erica@landofsky.org with the subject heading: **RFQ – WestNGN Broadband** by **2:30 pm local time on Thursday, September 22, 2016**.

The selected entity will be notified by October 15, 2016 and will be expected to enter into an agreement with the Council as soon as possible after such notification.

Land of Sky Regional Council accepts no responsibility for any expense related to preparation or delivery of proposals. Land of Sky Regional Council may request supplemental information from an entity concerning the ability to perform the services. Land of Sky Regional Council reserves the right to make such investigation it deems appropriate to determine whether a bidder is qualified to provide the services. If a bidder fails to cooperate with an investigation, or if a respondent provides false, misleading, or incomplete information, Land of Sky Regional Council may refuse to consider the proposal.