

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: February 13th, 2024 Time: 6:00 p.m.

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Consider the environment ♦ Conserve resources ♦ Print only when necessary

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. January 24th, 2024 Regular Scheduled Meeting Minutes
 - b. Budget Amendment for WNC Community Enhancement Fund & Dogwood Trust Grant Award
 - c. Approval of Audit Contract
 - d. Town Attorney's Proposed Contract

Motion: To approve the consent agenda as presented.

E. PROCLAMATION

3. Herbert "Cowboy" Coward Day
 - Mayor Gary Caldwell

F. NEW BUSINESS

4. AFG Portable Radio Grant
- Chris Mehaffey, Assistant Fire Chief

Motion: To approve moving forward with applying for the AFG Portable Radio Grant that would allow the Fire Department to purchase 20 P25 compatible radios, 5 mobile radios, and 48 P25 compatible pagers

5. Reclassify one of the Land Use Administrator positions to an Assistant Development Services Director, and adjust it within the Pay/Classification Table from a Grade 70 to a Grade 72.
- Elizabeth Teague, Director of Development Services

Motion: To approve the reclassification of one of the Land Use Administrator positions to an Assistant Development Services Director.

G. OLD BUSINESS

6. Establish a capital projects fund to account for the CDBG Grant South Waynesville Water and Sewer Improvements- Phase 1
- Misty Hagood, Finance Director

Motion: Approval of the attached capital project ordinance as presented.

H. COMMUNICATION FROM STAFF

7. Manager's Report
- Town Manager, Rob Hites
8. Town Attorney Report
- Town Attorney, Martha Bradley

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. CLOSED SESSION

9. To enter into closed session pursuant to NCGS sec. 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. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public

body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure.”

- Martha Bradley, Town Attorney

K. ADJOURN



TOWN OF WAYNESVILLE

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 16 South Main Street
 Waynesville, NC 28786
 Phone (828) 452-2491 • Fax (828) 456-2000
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CALENDAR

January 2024

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

2024	
Tues. February 27	Town Council Meeting – Regular Session
Fri, March 1	Special Called Town Council Meeting-Council Retreat
Tues, March 12	Town Council Meeting – Regular Session
Tues. March 26	Town Council Meeting – Regular Session
Fri. March 29	Town Offices Closed-Good Friday
Tues. April 9	Town Council Meeting – Regular Session
Tues. April 23	Town Council Meeting – Regular Session
Sat, May 11	Whole Bloomin Thing Festival-Frog Level
Tues. May 14	Town Council Meeting – Regular Session
Mon. May 27	Town Offices Closed-Memorial Day
Tues. May 28	Town Council Meeting – Regular Session
Tues. June 11	Town Council Meeting – Regular Session
Tues. June 25	Town Council Meeting – Regular Session
Thurs. July 4	Town Offices Closed-Independence Day
Tues, July 9	Town Council Meeting – Regular Session
Tues. July 23	Town Council Meeting – Regular Session
Tues. August 13	Town Council Meeting – Regular Session
Tues, August 27	Town Council Meeting – Regular Session
Mon Sept. 2	Town Offices Closed-Labor Day
Tues, September 10	Town Council Meeting – Regular Session
Tues. September 24	Town Council Meeting – Regular Session
Tues. October 8	Town Council Meeting – Regular Session
Tues. October 22	Town Council Meeting – Regular Session
Mon November 11	Town Offices Closed-Veteran’s Day
Tues. November 12	Town Council Meeting – Regular Session
Thurs. & Fri. November 28 & 29	Town Offices Closed-Thanksgiving
Tues. December 10	Town Council Meeting – Regular Session
Tues, Wed, Thurs December 24, 25, and 26	Town Offices Closed-Christmas

Board and Commission Meetings – February 2024

ABC Board	ABC Office – 52 Dayco Drive	February 20th 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	February 6th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January, March, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Municipal Building – 16 South Main Street	February 20th 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Municipal Building-16 South Main Street	February 1st and Special Called Meeting February 15th 1 st and 3 rd Thursdays 4:30pm
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	February 7th 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	February 19th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	February 8th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	February 19th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	February 21st 3 rd Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
January 23, 2024

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, January 23, 2024, at 6:00 pm. 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 6:00 pm with the following members present:

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

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Assistant Town Manager
Town Attorney Martha Bradley
Candace Poolton, Town Clerk
Elizabeth Teague, Director of Development
Misty Hagood, Finance Director
Jeff Stines, Public Services Director
Police Chief David Adams
Assistant Police Chief Brandon Gilmore
Beth Gilmore, DWC Director
David Kelley, Building Inspector
Olga Grooman, Land Use Administrator
Jody Nichols, Building Inspector
Luke Kinsland, Recreation Director

Members of the Media:

Becky Johnson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Town Council meeting will be held on February 13th. He mentioned that the DWC will be having an Ice Stroll on Main Street this upcoming Friday.

B. PUBLIC COMMENT

Alex McKay: Mr. McKay said that over the last two weeks, he heard some upsetting comments made by a Hazelwood resident about Hazelwood Boosters events affecting her business. Mr. McKay said the Cruise-Ins were held on Saturdays towards the end of summer, 6pm-9pm. He added that Hazelween was 5-7pm and the Christmas parade was on a Sunday. He said that the complainant's business is closed on the days and/or times of those events. Mr. McKay also said the resident said there was a lack of communication. Mr. McKay said that Hazelwood Boosters go individually, door to door, and speak with merchants a month before the events.

C. ADDITIONS OR DELETIONS TO THE AGENDA

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

D. CONSENT AGENDA

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

2.
 - a. Approve the January 9th, 2024 Regular Scheduled Meeting Minutes
 - b. Approve Farm Fresh 5K Special Event Permit
 - c. Approve SOAR Eagle 5K Special Event Permit
 - d. Approve Whole Bloomin' Thing Festival Special Event Permit
 - e. To award the contract for armory roof improvements/repairs to WNC Roofing in the amount of \$86,000.

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

E. PRESENTATIONS

3. North Carolina Main Street and Rural Planning Center: Jody Nichols Main Street Champion Designation
 - Jesse Fowler, Assistant Town Manager & Beth Gilmore, Downtown Waynesville Director

DWC Director Beth Gilmore said that a Main Street Champion is awarded every year and that individual is someone that make a difference at the local level. She said they are honored officially at the state conference in Goldsboro in March. Assistant Town Manager Jesse Fowler said that many Town employees offer to help without anything given in return. He said that Jody Nichols is a model of this town and offers to help constantly. He added that his willingness to go above and beyond has helped make Waynesville the best

downtown there is. Mr. Fowler said that following the appointment of the DWC, there were suddenly many events that needed the Town needed help with, and they knew they could always rely on Jody. Mr. Fowler nominated Jody to be recognized primarily because of his assistance with the Main Street plan, his positive attitude, and his embodiment of the definition of public servant.

4. BearWise Presentation

- Ashley Hobbs, NCWRC

Ashley Hobbs with the NCWRC presented the six basics of the BearWise program and how the Town can become a BearWise community:

- Never Feed or Approach Bears
- Secure Food, Garbage, and Recycling
- Remove Bird Feeders When Bears are Active
- Never Leave Pet Food Outdoors
- Clean and Store Grills
- Alert Neighbors to Bear Activity

How the Town can become recognized as a BearWise community in NC:

- Reach out to the state agency
- Meet with a biologist to define action items
- Establish methods to enforce changes
- Serve as BearWise ambassadors
- Meet with the state agency annually to check in

Ms. Hobbs recommended that Council hosts a community wide BearWise presentation to further educate the Town residents. She said the program is flexible, but there are a couple of requirements. She suggested that ordinances be put in place to regulate feeding wildlife when bears become attracted to the feeders and ordinances that regulate trash (such as requiring bear safe trash containers or placing trash out the day of collection). Councilmember Freeman asked about human and pet attacks. Ms. Hobbs said that there have been six reported incidences of bears attacking humans in Buncombe County and too many attacks on pets to count. Councilmember Freeman also asked about the influx of coyotes. Ms. Hobbs said that the great thing about BearWise, is the same initiatives that help limit bear and human interaction, also help limit run ins with other potentially dangerous wildlife. Councilmember Dickson asked how much bear proof trash cans cost. Ms. Hobbs said that large trash cans for public use can cost upwards of \$2,000. She said that cans for private use could be \$200. Ms. Hobbs said that Haywood County's biologist/BearWise liaison is Justin McVay. She suggested reaching out and starting BearWise practices before it becomes a problem. Ms. Hobbs said the bear population is increasing 3-5% a year and learned behaviors are passed down to their young, so bear issues can quickly get out of hand.

F. NEW BUSINESS

5. Budget Amendment for Haywood County Arts Council Grant Awards

- Misty Hagood, Finance Director

Finance Director Misty Hagood first introduced Taylor Garland, the new Assistant Finance Director. Ms. Hagood reported that the DWC received two Haywood County Arts Council grants: one for the mural and the other to go towards the Haywood Heritage Weekend.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve the budget amendment as presented. The motion passed unanimously.

G. OLD BUSINESS

6. CDBG-I Grant- Engineering Contract
 - Rob Hites, Town Manager

Town Manager Rob Hites reported that Council chose McGill as the engineer at the last meeting according to NC general statutes. He said the next step was for staff to put together the contract and present it at this meeting. He said that McGill will be handling the surveying, engineering, design, permitting, bid and award, construction observation and administration of the grant.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve a \$156,468 contract to carry out engineering services for the Town's CDBG-I contract. The motion passed unanimously.

7. CDBG-I Grant Administration Contract
 - Rob Hites, Town Manager

Town Manager Rob Hites reported that the companion contract is for Grant Administration.

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to approve a \$76,462 contract to carry out Grant Administration for the Town's CDBG-I contract. The motion passed unanimously.

8. Bids for Finance/Fire Department Renovation
 - Rob Hites, Town Manager

Town Manager Rob Hites said staff have been working on the design for the old meeting room at the Finance Department for six months. He said that the plan consists of an office for the Finance Director, three offices for the Fire Department and a shared conference room. He said that once the new Fire Station is built, the offices will be overflow for finance staff. Mr. Hites said the lowest bid they had for the renovations was \$131,343,71 and a furniture budget of \$35,000.

Councilmember Sutton asked for clarification on the spaces that will need furnishing. Mr. Hites said the Finance Director, the two finance offices, the assistant Finance Director, the conference room, and the Grant Administrator. Councilmember Sutton said Council is rejecting the proposed renovations for the second story

office in Town Hall. Mr. Hites confirmed and said it was because of lack of funding. He added that DWC will be moving to the Municipal Building for the purpose of being closer to Mr. Fowler, and Mr. Hollingsed will be moving over to Town Hall/Police Department Building. Councilmember Freeman said she is wondering why the DWC is moving to a building that does not have an elevator, which will make it challenging for staff to move the items needed for special events up and down stairs. She asked how moving everyone is a better fit for the employees. Mr. Fowler said that most of the DWC materials are in the basement of the Municipal Building. He added that because he is Ms. Gilmore's supervisor, he would like to have her closer to his office. He said that she could also assist with answering phones for the Town. Councilmember Sutton said that Ms. Gilmore's position is paid for by special tax appropriations and he doesn't want there to be any accidental cross over with her unintentionally being asked to do things for the Town, if she were to be moved to the Municipal Building. Mr. Fowler said her salary is split 80-20, so that staff can ask her to do things outside of the Municipal Service District. Councilmember Freeman asked where the Mayor's office is going. Mr. Fowler said that it will be where the Civilian Police office currently is, and they would go over to the police station. Councilmember Freeman stated that it still doesn't make sense why so many offices and staff have to be moved around. Mr. Fowler said it's primarily so he can supervise Ms. Gilmore and for storage of DWC materials. Councilmember Feichter said he understands that the move is necessary so Mr. Fowler can be closer to his supervisee. Councilmember Freeman said that the Municipal upstairs offices are not ADA compliant, and not heated and cooled. Councilmember Dickson asked about the phone system. Mr. Fowler said that there are not many staff in the building, so it would be helpful to have another staff member to answer phones. Councilmember Sutton said that Ms. Gilmore's position states that 40 hours a week of her job is to be used for things regarding Main Street. Mr. Fowler said that when he sat down with Liz Param and Sherry, they agreed to allow Ms. Gilmore to do some Town-related things. Councilmember Sutton requested that he, Councilmember Freeman, and Mr. Fowler have a meeting to discuss the proposed arrangement.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the bid of \$131,343.71 from PBI for renovation of the old Board Room in the Finance/Fire Department and reject the bid for renovation of the second-floor office space in the Town Hall and to approve a \$35,000 budget for furnishing. The motion passed unanimously.

H. COMMUNICATION FROM STAFF

9. Manager's Report

- Town Manager, Rob Hites

Town Manager Rob Hites reported that the enabling legislation for the TDA board states that municipalities need to provide two names to the county commissioners. Councilmember Feichter said if someone else is interested in the TDA Board seat, that they can have the seat. Mr. Hites said they still need to recommend two names. Councilmember Feichter said he doesn't want to be one of two names, but he would like to be the representative on the TDA Board. Councilmember Dickson said he is interested in serving.

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton to nominate Councilmembers Dickson and Feichter to the TDA Board. The motion passed unanimously.

10. Town Attorney Report

- Town Attorney, Martha Bradley

Nothing to report.

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Gary Caldwell asked for an update on the condemnation of Sambobs. Town Attorney Martha Bradley said the partition action is going on with the Sutton property next door and the Town is not on hold with Sambobs. She said that they are trying to clean up the property and their 60 day timeline to do so is about up, but code enforcement is ready to proceed with demolition. Attorney Bradley said that Code Enforcement has reached out to the Suttons about cleaning up the property, and the Suttons have a buyer lined up for the property. Councilmember Feichter said his concern is the Town has dealt with that property for decades now, so if a buyer takes over and doesn't clean up the property, the Town may have to start the process over again. Attorney Bradley said she will ask David Kelley and Elizabeth Teague to give a report at the next meeting.

Councilmember Sutton announced that Tom and Maggie McDevitt's daughter, Melissa, was found after 362 days in British Columbia and laid to rest today in Virginia. Councilmember Sutton said that Mr. McDevitt emailed him and said that Melissa will forever be remembered in Haywood County once the Waynesville Arch is erected in the spring, and her memorial plaque will be prominently displayed for everyone to see and know what an extraordinary person she was. Councilmember Sutton thanked Councilmember Feichter for his work with the arch and thanked the McDevitts for their generous donation towards the project. Councilmember Feichter said he is thankful they can honor Melissa's memory.

Councilmember Dickson said he and Councilmember Sutton interviewed Travis Collins for the Planning Board and that he is an excellent fit.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to appoint Travis Collins to the Planning Board. The motion passed unanimously.

Councilmember Dickson said that he attended the Land of Sky Clean Vehicles awards banquet. He said that the Town of Weaverville has EV police vehicles. He said that he and four members of the ESB met with the Sustainability Manager for the Town of Boone and got some great information from them. He also said that at 1pm at the Public Services next Monday, the National Fire Protection and Land of Sky are teaching a program called Ready for EVs.

Councilmember Dickson said that Mr. Hites and Mayor Caldwell went to the Council of Government meeting and it was excellent. He also volunteered to attend the Southwestern Commission meetings. Councilmember Dickson requested that the DWC minutes, ZBA minutes, and Planning Board minutes get updated on egov.

J. CLOSED SESSION

11. To enter into closed session pursuant to N.C.G.S. 143-318.11.(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

- Martha Bradley, Town Attorney

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to enter into closed session pursuant to N.C.G.S. 143-318.11.(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract at 7:17pm. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to go back into open session at 7:44pm. The motion passed unanimously.

K. ADJOURN

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to adjourn at 7:44pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

TOWN OF WAYNESVILLE Town Council
REQUEST FOR COUNCIL ACTION
Meeting Date: February 13, 2024

SUBJECT: Budget Amendment for WNC Community Enhancement Fund & Dogwood Trust Grant Award

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Finance

Contact: Misty Hagood, Finance Director

Presenter: Misty Hagood, Finance Director

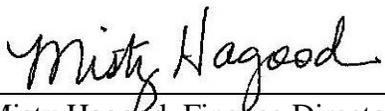
BRIEF SUMMARY: The DWC has been awarded a grant that requires a budget amendment for us to record the revenue and expend the funds. The awarded grant is listed below:

WNC Community Enhancement Fund & Dogwood Trust Grant

- Mural \$10,000

MOTION FOR CONSIDERATION: To approve the budget amendment as presented.

FUNDING SOURCE/IMPACT: This project will be funded with grant funds.

	1/23/24
Misty Hagood, Finance Director	Date

ATTACHMENTS:

1. Budget Amendment

Ordinance No. O-9-24

Amendment No. 17 to the 2023-2024 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville, wishes to amend the 2023-2024 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2023-2024 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Grants (WNC)

Mural

\$10,000

Increase the following appropriations:

Downtown

\$10,000

Adopted this 13th day of February 2024.

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: February 13, 2024**

SUBJECT: Approval of Audit Contract

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: (LEAVE BLANK)
Department: Finance
Contact: Misty Hagood
Presenter: Misty Hagood

BRIEF SUMMARY:

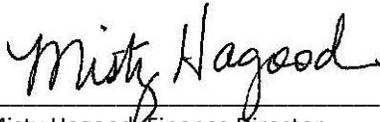
Martin Starnes and Associates was selected as the audit firm for a period of three years that started with the FY22 audit. This is the third year of the three-year agreement. The regular audit, single audit for up to 3 programs, and writing of the financial statements will be \$47,600 and there will be an additional fee of \$3,500 per major program if we have more than 3 major programs.

MOTION FOR CONSIDERATION:

Approval of the audit contract and authorize the mayor to sign the Contract to Audit Accounts.

FUNDING SOURCE/IMPACT:

Contract amount will be included in the FY24 and FY25 budgets.



2/3/24

Misty Hagood, Finance Director

Date

ATTACHMENTS:

- Audit Contract
- Single Audit Engagement Letter

MANAGER'S COMMENTS AND RECOMMENDATIONS:

The recommendation is to approve of the Audit Contract.

The	Governing Board Town Council
of	Primary Government Unit Town of Waynesville, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitted-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Misty Hagood	Finance Director, Town of Waynesville	mhagood@waynesvillenc.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

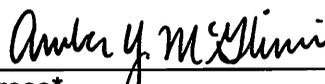
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Waynesville, NC
Audit Fee (financial and compliance if applicable)	\$ 42,100 (\$38,600 audit + \$3,500 single audit for up to 3 programs)
Fee per Major Program (if not included above)	\$ 3,500 per major program in excess of 3
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 5,500
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 47,600 (includes 3 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/01/24	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Waynesville, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Gary Caldwell, Mayor	Signature*
Date	Email Address* gcaldwell@waynesvillenc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 47,600 (includes 3 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Misty Hagood, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* Misty Hagood, Finance Director

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Report on the Firm’s System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm’s Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
 Post Office Box 17806
 Raleigh, North Carolina 27619

919 782 9265
 919 783 8937 FAX

Durham

3500 Westgate Drive
 Suite 203
 Durham, North Carolina 27707

919 354 2584
 919 489 8183 FAX

Pittsboro

579 West Street
 Post Office Box 1399
 Pittsboro, North Carolina 27312

919 542 6000
 919 542 5764 FAX

Smithfield

212 East Church Street
 Post Office Box 2348
 Smithfield, North Carolina 27577

919 934 1121
 919 934 1217 FAX

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 2/13/2024**

SUBJECT Town Attorney's Proposed Contract

AGENDA INFORMATION:

Agenda Location: Consent
Item Number:
Department: Legal
Contact: Martha Sharpe Bradley
Presenter: **Martha Sharpe Bradley**

BRIEF SUMMARY : The attached contract outlines the services provided by the Town Attorney and fee associated with her representation. The contract calls for a \$1,100 retainer for agenda review and preparation for the bi-monthly meetings. All work carried out on behalf of the Town shall be billed in 10 increments of 6 minutes. If a call takes 14 minutes, the billing rate will be 2 increments of 6 minutes. The hourly rate for the principal attorney is recommended at \$254 per hour. The paralegal's rate shall be \$75 per hour.

MOTION FOR CONSIDERATION: **Approve annual contract for legal services.**

FUNDING SOURCE/IMPACT: All funds. Ms. Sharpes contacts with the Town are logged in her statement. We allocate the expenses to the fund where the services are rendered.

ATTACHMENTS: Proposed Contract

MANAGER'S COMMENTS: . The retainer is covered in the annual Governing Board budget. The remaining fees are based on our historical use of the Attorney by Department.

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is hereby made and entered into on the date show below by and between the Town of Waynesville (the “Town”) and the Law Office of Martha Sharpe Bradley, PLLC (the “Law Firm”) (the “Parties” collectively) according to the following terms:

WHEREAS the Town desires to appoint the Law Firm to serve at its pleasure and to be its legal adviser pursuant to North Carolina General Statute § 160A-173 and as specified in its Code of Ordinances (the “Town Code”); and

WHEREAS the Law Firm desires to accept the appointment under mutually beneficial terms and conditions;

THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree to be bound as follows:

- I. **REPRESENTATION.** The Town agrees to appoint the Law Firm and the Law Firm agrees to serve as legal counsel for the Town, providing the following legal services (the Town’s Matters) as specified in the Town Code:
 1. Defend all civil actions brought against the Town;
 2. Advise the Mayor, Board of Aldermen, and other town officials or employees (the “Town’s Representatives”) with respect to the legal affairs of the Town;
 3. Draft and/or review and revise legal documents as required relating to the affairs of the Town;
 4. Attend meetings of the Board of Alderman; and
 5. Perform other duties as the Board of Aldermen may direct.

In the course of representing the Town in the Town’s Matters, the Law Firm agrees to take action it deems to be necessary or appropriate including, but not limited to: consultations with the Town or the Town’s Representatives, discussions with opposing counsel or opposing party(ies); investigation of facts; discussions with witnesses and other professionals (accountants, private investigators, counselors, etc.); preparation or review of correspondence; review of documents; conducting settlement negotiations or mediations; legal research; drafting pleadings; drafting and responding to discovery; taking and defending depositions; preparing for hearings; and

appearing as required by the courts, regulatory agencies, or any other governmental or adjudicatory bodies as may be required to carry out Law Firm's duties to the Town.

II. RESPONSIBLE ATTORNEY. The primary attorney responsible for the Town's Matters shall be Martha Sharpe Bradley (the "Primary Attorney"). The Law Firm may, in its discretion, utilize more than one attorney and/or paralegal to render particular services when it is practical and beneficial to The Town. The Law Firm shall have the discretion to determine which attorney or legal assistant shall render services for the Town.

III. CONSULTING ATTORNEYS. The Parties agree that the Law Firm may engage other attorneys ("Consulting Attorneys") who are not affiliated with the Law Firm to assist the Primary Attorney in fulfilling its obligations to the Town. Law Firm agrees that it will advise the Town or the Town's Representatives of its need for a Consulting Attorney and request approval prior to incurring any fees or expenses associated with services provided by any Consulting Attorney. The Town agrees that it will be solely responsible for any fees or expenses charged by all such Consulting Attorneys.

IV. COMPENSATION.

1. **MONTHLY STIPEND.** The Law Firm shall charge and the Town shall pay a stipend of \$1,100.00 per month as compensation for the Primary Attorney's ordinary preparation for and attendance at regular meetings of the Board of Alderman.
2. **HOURLY FEE.** The Law Firm shall charge and the Town shall pay fees based upon billable hours expended by either the Primary Attorney or other attorney(s) and/or paralegal(s) in connection with the Town's Matters. Billable hours consist of 10 equal increments of 6-minutes each. We charge for an entire increment for any portion used. For example, a 10-minute telephone conversation with an attorney concerning the status of your matter will be billed to you as 0.2 billable hours (or 12 billable minutes) at the applicable attorney's hourly rate. We also bill for out-of-pocket expenses and for administrative expenses, such as copy costs, postage, and other similar office expenses. The rates per billable hour applicable to the Town's Matters at this time are:

Role	Rate
Primary Attorney	\$265
Other Attorney	\$200
Paralegal	\$75

3. The Parties may alter either the Monthly Stipend or the rates charged for Hourly Fees by mutual consent expressed in writing and signed by the Parties.

V. **EXPENSES.** The Town shall pay all court costs associated with the Town's Matters, including, but not limited to, filing fees, service fees, recording fees, expert witness fees, and transcription costs. The Town shall also pay all other expenses incurred by Law Firm in providing services to the Town, including, but not limited to, fees charged by appraisers, and federal express charges, as well as all routine expenses for postage, conference call charges, and photocopies.

VI. **ADDITIONAL BENEFITS.** In addition to the foregoing compensation and expenses, the Town agrees to reimburse Law Firm for certain costs associated with assisting the Primary Attorney in providing high-quality legal services to the Town, including:

1. Annual dues associated with the Primary Attorney's membership in the North Carolina Association of Municipal Attorneys;
2. The cost of continuing education materials or courses reasonably related to the Town's Matters or in the area of general municipal government law;
3. Reasonable travel expenses, including reimbursement for mileage at the prevailing rate established by the Internal Revenue Service and for lodging; and
4. Other costs as approved by the Town or the Town's Representatives upon the Primary Attorney's request.

VII. **INVOICES.** The Town will receive a monthly statement of services rendered in the Town's Matters and the charges associated with those services, as well as any expenses due to the Law Firm.

VIII. **GENERAL WAIVER OF CONFLICTS.** The Law Firm represents many other companies and individuals. The Town agrees that the Law Firm may continue to represent or undertake in the future to represent existing or new clients in any matter which is not substantially related to Law Firm's work for the Town. The Parties agree, however, that this general waiver shall not apply in any instance where the Law Firm or any of its attorneys have obtained proprietary or other non-public, confidential information during the course of its representation of the Town and which could be used by such other clients to the Town's material disadvantage.

IX. PUBLIC STATEMENTS / SOCIAL MEDIA USE.

1. **PERMITTED CONDUCT.** The Town agrees that the Law Firm and the Primary Attorney may maintain any website(s), social media account(s), blog(s), podcast(s), or any other form of digital content on any other web-based platform for any lawful business purpose which is reasonable and necessary for marketing and promoting the Law Firm, the Primary Attorney, or any of its affiliated attorneys. The Town likewise agrees that the Primary Attorney may maintain any website(s), social media account(s), blog(s), podcast(s), or any other form of digital content on any other web-based platform for any lawful personal purpose which is reasonable and customary for members of the general public.
2. **STANDARD OF CONDUCT.** Notwithstanding the foregoing paragraph, the Law Firm and the Primary Attorney agree that both shall conduct themselves on any such website(s), social media account(s), blog(s), podcast(s), or any other form of digital content on any other web-based platform which they maintain according to the highest standards of professionalism and decorum and in a manner consistent with the Social Media Policy outlined in the Town's Employee Handbook and the North Carolina Rules of Professional Responsibility.
3. **PROHIBITED CONDUCT.** Furthermore, the Law Firm and the Primary Attorney shall not make public statements which demean or insult any groups or individuals on the basis of political affiliation, race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military.

- X. TERMINATION.** Either the Town or Law Firm may terminate this Agreement and any further representation of the Town by Law Firm at any time, for any reason. If the Town fails to pay any billing statement of Law Firm within 30 days of the date thereof, then Law Firm may terminate its representation of the Town immediately. In addition, Law Firm shall be entitled to withdraw from the representation of The Town in pending litigation, regardless of the procedural status of the case, although the Town shall be notified of such withdrawal. This Agreement shall be deemed the Town's written consent to any such withdrawal. Withdrawal may require permission of the court. Termination shall not affect the Town's obligation to pay Law Firm for fees and expenses incurred prior to termination. The Town shall be indebted to Law Firm for legal fees based upon the value in Waynesville, North Carolina of legal services rendered and for any costs and expenses advanced by Law Firm.

XI. ACKNOWLEDGMENTS.

1. The Town acknowledges that the Law Firm has not made any promise or guarantee concerning the outcome or results of the Town's Matters or the total amount of fees and expenses which may be incurred by the Town.
2. The Parties acknowledge that each has read and understood the terms of this Agreement and indicate their consent to be bound thereto by providing an executed (physically or electronically) copy to the other.

FOR LAW FIRM:

LAW OFFICE OF MARTHA SHARPE BRADLEY, PLLC

By: Martha Sharpe Bradley
Martha Sharpe Bradley

Title: Owner / Managing Partner

Date: 02/13/2024

FOR TOWN:

THE TOWN OF WAYNESVILLE

By: _____

Name: _____

Title: _____

Date: _____

**TOWN OF WAYNESVILLE COUNCIL MEMBERS
REQUEST FOR COUNCIL ACTION
Meeting Date: February 13, 2024**

SUBJECT: Herbert “Cowboy” Coward Day

AGENDA INFORMATION:

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

BRIEF SUMMARY: Herbert “Cowboy” Coward was a long time resident of Haywood County. In remembrance of the life and legacy of Herbert “Cowboy” Coward, Mayor Gary Caldwell wishes to proclaim August 21, 2024 Herbert “Cowboy” Coward Day.

MOTION FOR CONSIDERATION: N/A

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

- Herbert “Cowboy” Coward Day Proclamation

MANAGER’S COMMENTS AND RECOMMENDATIONS:

PROCLAMATION
WAYNESVILLE MAYOR GARY CALDWELL PROCLAIMS WEDNESDAY, AUGUST 21,
2024, AS “HERBERT “COWBOY” COWARD DAY

WHEREAS, Herbert “Cowboy” Coward was born on August 21st, 1938; and

WHEREAS, Herbert “Cowboy” Coward was recognized as a talented actor who portrayed and “rough and tumble” mountain man in the movie “Deliverance; and

WHEREAS, “Cowboy” was, in fact, a caring, humble, Christian man who served his community in numerous ways; and

WHEREAS, “Cowboy” Coward was involved in activities as varied as clearing roads on steep mountain slopes to acting in roles at “Ghost Town”; and

WHEREAS, “Cowboy” was an avid animal lover who kept a pet squirrel in his pocket at all times and was frequently accompanied by his pet chihuahua; and

WHEREAS, “Cowboy” Coward always stated “I just want to live a good life and go to church and try to be nice to people; and

Whereas “Cowboy” tragically died on January 24th , 2024.

NOW, THEREFORE, in remembrance of the life and legacy of Herbert “Cowboy” Coward, I, Gary Caldwell, by virtue of the authority vested in me as the Mayor of Waynesville, hereby proclaim Wednesday, August 21, 2024, as,

HERBERT “COWBOY” COWARD DAY

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Waynesville, NC to be affixed this 13th day of February, in the year of our Lord, two thousand and twenty-four.

Town of Waynesville

Gary Caldwell
Mayor

Attest: _____
Candace Poolton
Town Clerk

SEAL:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: February 13, 2024**

SUBJECT: AFG PORTABLE RADIO GRANT

AGENDA INFORMATION:

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

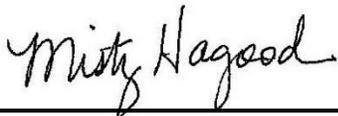
BRIEF SUMMARY: The Waynesville Fire Department wants to apply for an AFG grant for P25-compatible radios and equipment. The P25 compliance requirement goes into effect in 2025. The grant will ask for \$270,000 in funding, including a 5% town match for \$13,500. The RFP is due March 8, 2024.

MOTION FOR CONSIDERATION: approve moving forward with applying for the AFG Portable Radio Grant that would allow the Fire Department to purchase 20 P25 compatible radios, 5 mobile radios, and 48 P25 compatible pagers.

FUNDING SOURCE/IMPACT: REQUESTING FEMA (\$270,000), 5% Match (\$13,500)

ATTACHMENTS:

N/A



Misty Hagood, Finance Director

2/6/2024

Date

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: February 13, 2024**

SUBJECT: Reclassify one of the Land Use Administrator positions to an Assistant Development Services Director, and adjust it within the Pay/Classification Table from a Grade 70 to a Grade 72.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Elizabeth Teague
Presenter: Elizabeth Teague

BRIEF SUMMARY:

As part of Career Track and succession planning, and in preparation to enter a hiring process to replace Byron Hickox, I would like to reclassify one of the Land Use Administrator positions to create a higher level of responsibility and training within the Career Track of Development Services. I propose re-classifying this position from Land Development Administrator, Grade 70, to Assistant Development Services Director, Grade 72.

MOTIONS FOR CONSIDERATION:

1. Motion to approve the reclassification of one of the Land Use Administrator positions to an Assistant Development Services Director.

FUNDING SOURCE/IMPACT:

This adjustment can be accommodated this fiscal year as we are currently one staff member down, and as we look to hire a new Land Use Administrator this spring.

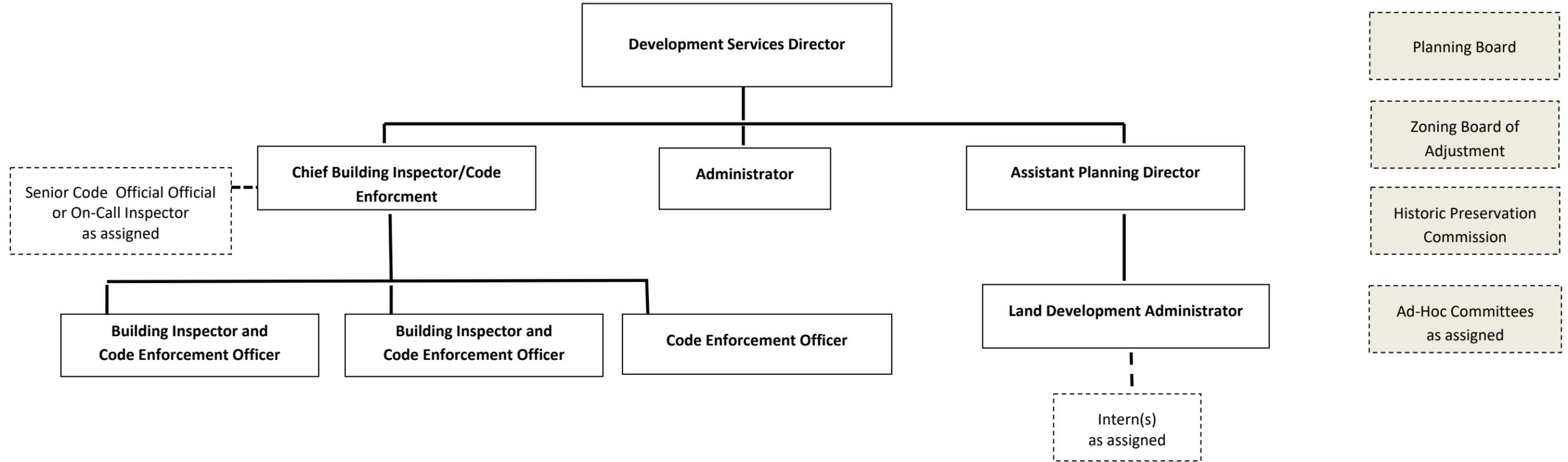
ATTACHMENTS:

1. Revised Department Organization Chart
2. Job Description for Assistant Development Services Director

MANAGER'S COMMENTS AND RECOMMENDATIONS

This is a succession planning strategy to create a position that can train for, and take on the role of the Development Services Director as needed.

**DEVELOPMENT SERVICES DEPARTMENT
ORGANIZATION CHART PROPOSED
February, 2024**





The Town of Waynesville, NC

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Assistant Development Services Director

Department: Development Services

Salary: Grade 72

Hours: Exempt

JOB SUMMARY

The purpose of this position is to perform professional and executive level tasks in the areas of land use planning, floodplain management, subdivision administration, zoning, sedimentation and erosion control, stormwater management, GIS, and other duties and assignments within the Development Services Department. Specifically, this class provides administrative and operations assistance to the Director of the Development Services Department and to act on behalf of the Department Director in their absence.

ROLES AND RESPONSIBILITIES

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work as necessary.

- Assists the Department Director with administrative tasks and operational needs of the Development Services Department.
- Performs supervisory duties and actions on behalf of the Department Head in their absence.
- Performs the duties of a land use administrator, including the review of site plans and

specifications submitted for planning and zoning compliance, floodplain and subdivision administration, sedimentation and erosion control, and other land use administration needs.

- Reviews and prepares staff reports and submittals for applications going forward to the Planning Board, Zoning Board of Adjustment, Historic Preservation Commission or Council.
- Ensures appropriate communication of land development regulations and code enforcement requirements, and the goals of the Comprehensive Plan, to internal and external stakeholders to promote the health, safety and welfare of the community.
- Attends training, workshops, meetings, etc., to enhance job knowledge and skills and to achieve and maintain certifications.
- Researches and prepares grant applications, grant reports, and manages grant implementation, and monitors grant funding relative to Department budget.
- Prepares reports and correspondence, entering, and retrieving computer data, copying and filing documents, answering the telephone, attending meetings, and other tasks as part of the Development Services Department daily administrative functions and customer service.
- Other duties as assigned and with appropriate qualifications and training, including: municipal administration, management of Development Services Department functions and record keeping, coordination with building inspections and other Town departments as assigned by the Development Services Director.

ESSENTIAL JOB FUNCTIONS:

This job requires involvement in day-to-day operations of the Development Services Department, including interacting with the public, answering questions, processing permit applications, attending meetings, conducting research, and the preparation of reports, presentations, and public information. This job also requires interaction and coordination with other Town Departments in the planning and implementation of Council directives, the maintenance and installation of infrastructure and special projects, and the development and implementation of long-range planning initiatives. This position shall function as the manager of the Department in the absence of the Development Services Director, including the processing of time-cards and participation in town leadership meetings.

DATA INVOLVEMENT:

Requires gathering, organizing, analyzing, examining, or evaluating data or information and may prescribe action based on such data or information. This includes the analysis of GIS, Census data, and hydrography.

PEOPLE INVOLVEMENT:

Requires presenting to boards and commissions, written communication, giving information, guidance, or assistance to people to directly facilitate task accomplishment; may give directions or assignments to helpers or assistants.

INVOLVEMENT WITH THINGS:

Requires handling or using machines requiring moderate instruction and experience such as computers, and software programs such as word processing, spreadsheets, or custom software applications, and the use of copiers, including adding paper and changing toner, and telephones. Requires the handling and accounting of payments to the Department. Requires driving town vehicles and a current NC Driver's license.

REASONING REQUIREMENTS:

Requires a high level of reasoning and interpretation of written and oral communications, performing skilled work involving rules/systems, applying ordinances and interpreting regulations, and problem-solving. Position also requires a high level of social intelligence and supervisory skills to facilitate interpersonal situations.

MATHEMATICAL REQUIREMENTS:

Requires using basic algebra involving variables and formulas and/or basic geometry involving plane and solid figures, circumferences, areas, and volumes, and/or computing discounts and interest rates. Requires ability to calculate acreage, square footage, density, height, and area.

LANGUAGE REQUIREMENTS:

Requires reading federal and state legislation and guidance, the Town's Municipal Code of Ordinances and Land Development Standards, grant application instructions, technical instructions, procedures, manuals, and charts to solve practical problems; composing routine reports and specialized reports, forms and business letters with proper format; verbal communication and using normal grammar and word form.

MENTAL REQUIREMENTS:

Requires doing specialized technical advanced-level professional work requiring general understanding of operating policies and procedures and their application to problems not previously encountered; application of specialized technical or professional principles and practices or the use of a wide range of administrative methods in the solution of problems; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

QUALIFICATIONS:

Education and Experience:

This position requires a minimum of a Bachelor's degree with three years of experience at the local, regional, or state level in a government or nonprofit organization, or in a field related to public administration, data management, communications or engineering/design. Preferred, is a Masters of Public Administration, Planning, Geography, Sustainability, or other professional degree and diverse experience with strong project management, financial, organizational, and supervisory skills; or equivalent combination of education and qualifications and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.

- Certifications in one or a combination of: the American Institute of Certified Planners (AICP), NC Floodplain Managers Association (NCFMA), Certified Zoning Officials (NCCZO), or able to complete a certification within 6 months of employment. Requirement exists at the time of hire and due diligence of certification achievement and maintenance is a condition of continued employment.

Knowledge, Skills, and Abilities:

- Extensive experience and skills in oral and written communications, grant and report writing.
- Skills in performing accounting functions.
- Skills in the processes and procedures of effective budgeting and auditing, data collection and presentation.
- Skills in organizational management, supervision, and public relations.
- Skills in analytical decision-making, good judgement, and problem-solving skills
- Ability to establish and maintain effective working relationships with the general public, stakeholders, and employees.
- Ability to train and provide technical assistance to all levels of town staff.
- Ability to interact and effectively communicate with people from diverse backgrounds, with a focus on teamwork and problem solving.
- Ability to interpret and apply regulations, policies, and laws.
- Ability to manage and prioritize projects and meet deadlines.

PHYSICAL DEMANDS

Work in this class is defined as light work requiring the physical exertion of up to 10 pounds of force occasionally and a negligible amount of force constantly to move objects. Physical demands require climbing, crouching, crawling, standing, walking and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for extensive reading, to prepare and analyze written or computer data, determine the accuracy and thoroughness of work, and observe general surroundings and activities.

WORK ENVIRONMENT

Work is primarily performed in an office with a controlled environment without exposure to harmful conditions. However, the job may risk exposure to dusts and pollen, extreme heat and/or cold, wet, or humid conditions, fumes and/or noxious odors, traffic, electrical shock, heights, and construction site hazards, and is subject to all OSHA requirements.

The Town of Waynesville has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

The Town of Waynesville is an Equal Opportunity Employer. ADA requires the Town to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: February 13, 2024**

SUBJECT: Establish a capital projects fund to account for the CDBG Grant South Waynesville Water and Sewer Improvements- Phase 1

AGENDA INFORMATION:

Agenda Location: Consent
Item Number:
Department: Finance
Contact: Rob Hites and Misty Hagood
Presenter: Misty Hagood

BRIEF SUMMARY:

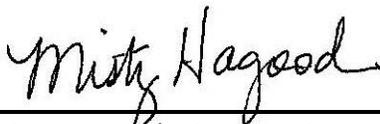
We are requesting to establish a capital project fund for the CDBG Grant South Waynesville Water and Sewer Improvements- Phase 1 since it will take place over a period of several years and needs to be accounted for in a separate fund for accounting purposes. A capital project fund is easier to manage for a multi-year project because it does not close out at the end of the fiscal year. The budget is based off the preliminary opinion of probable cost that Rob had in the agenda packet for other items related to this grant.

MOTION FOR CONSIDERATION:

1. Approval of the attached capital project ordinance as presented.

FUNDING SOURCE/IMPACT:

CDBG awarded funds will be used for this project.



Misty Hagood, Finance Director

2/5/2024

Date

ATTACHMENTS:

1. Project Ordinance
2. Preliminary Opinion of Probable Cost

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-10-24

CDBG Grant South Waynesville Water and Sewer Improvements- Phase 1
Capital Project Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to establish a capital project fund to account for the Phase 1 South Waynesville Water and Sewer Improvements funded by the CDBG Grant.

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

Section 1. The following sources of resources are anticipated to be available to complete this project:

Revenues

CDBG Grant Funds	<u>1,009,543</u>
Total Revenues	\$ 1,009,543

Section 2. The following amounts are appropriated for expenditures of this project:

Expenditures

Engineering Services	\$ 156,468
Legal/Admin/Easements	9,000
Grant Administration	76,462
Construction	697,830
Contingency	<u>69,783</u>
Total Appropriations	\$ 1,009,543

Section 3. Funds may be advanced from the General Fund for the purpose of making payments due. Reimbursement requests should be made to the grant agency in an orderly and timely manner.

Section 4. The budget officer may approve transfers of appropriations, including transfers from the contingency, without prior approval of the Town Council. Any transfers of appropriation will be reported by the budget officer to the Town Council at their next regular meeting.

Section 5. This Fund will be abolished when all obligations to contractors and vendors are completed. Any resources remaining will be transferred to the Water and/or Sewer Fund.

Adopted this 13th day of February 2024.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

PRELIMINARY OPINION OF PROBABLE COST					
SOUTH WAYNESVILLE WATER AND SEWER IMPROVEMENTS - PHASE I					
TOWN OF WAYNESVILLE, HAYWOOD COUNTY, NORTH CAROLINA					
AUGUST 2023					
ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	3%	\$ 20,330
2	8" Gravity Sewer Line Extension	1,435	LF	\$ 170	\$ 243,950
3	New 4' Gravity Sewer Manhole	6	EA	\$ 5,700	\$ 34,200
4	Connect to Existing Manhole	1	EA	\$ 5,700	\$ 5,700
5	Asphalt Road Trench Repair	1,840	LF	\$ 95	\$ 174,800
6	New Sewer Service	24	EA	\$ 4,500	\$ 108,000
7	Reconnect Existing Sewer Service Lines	12	EA	\$ 3,500	\$ 42,000
8	8" Gravity Sewer Line Replacement	405	LF	\$ 170	\$ 68,850
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
CONSTRUCTION SUBTOTAL					\$ 697,830
CONTINGENCY					\$ 69,783
CONSTRUCTION & CONTINGENCY SUBTOTAL					\$ 767,613
ENG	SURVEYING				\$ 14,000
ADMIN	PRELIMINARY ENGINEERING				\$ 10,000
ADMIN	ENVIRONMENTAL				\$ 10,000
ENG	ENGINEERING DESIGN AND PERMITTING				\$ 80,468
ENG	BID AND AWARD				\$ 9,000
ENG	CONSTRUCTION OBSERVATION & ADMINISTRATION				\$ 53,000
TOWN	LEGAL/ADMINISTRATIVE/EASEMENTS				\$ 9,000
ADMIN	GRANT ADMINISTRATION				\$ 56,462
TOTAL PROJECT					\$ 1,009,543

ENGINEERING

\$ 14,000
80,468
9,000
53,000

\$ 156,468

GRANT ADMINISTRATION

\$ 10,000
10,000
56,462

\$ 76,462