

## Town of Waynesville, NC

### Town Council Regular Meeting

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

Date: January 14<sup>th</sup>, 2025 Time: 6:00 p.m.

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

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

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

#### B. PUBLIC COMMENT

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

#### D. CONSENT AGENDA

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

2.
  - a. December 10, 2024 Regular Scheduled Meeting Minutes
  - b. Approval of Personnel Policy/401(k)
  - c. Budget Amendment for the Police Department
  - d. Renew lease from John Grayson Terrell to provide land for a police communications tower.
  - e. Whole Bloomin' Thing Special Event Permit
  - f. Call for a Public Hearing for February 11, 2025, to consider a request for annexation for three (3) parcels:
    1. Unaddressed 2.77-ac parcel off East Street, PIN 8615-88-4442, zoned as Raccoon Creek Neighborhood Residential Conditional District (RC-NR-CD)
    2. 0.45-ac parcel, at 97 Allison Acres Drive, PIN 8615-88-3857, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD)
    3. Eastern portion of a 3.37-ac parcel at 18 Allison Acres Drive, PIN 8615-88-1632, zoned as East Waynesville Urban Residential Conditional District (EW-UR-CD)

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

#### E. PRESENTATIONS

3. Presentation by Jo Melo

- Joanne Melo

4. Presentation by Dr. John Mason

- Dr. John Mason

***Motion: Authorize the staff to work with Dr. Mason and staffs of the other Towns to explore the potential for the clinic.***

**F. PUBLIC HEARING**

5. Continuation of the Public Hearing from December 10, 2024, Council meeting to consider text amendments related to floodplain regulations.

- Assistant Director of Development Services, Olga Grooman

***Motions:***

***1. Motion to find that the Ordinance is consistent / inconsistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest / not reasonable or in the public interest.***

***2. Motion to adopt (or table, or reject) the Ordinance as presented (or as amended).***

**G. NEW BUSINESS**

6. Formation of a 501(c)3 Nonprofit as an extension of the Downtown Waynesville Commission (DWC)

- Beth Gilmore, Executive Director, Downtown Waynesville Commission

***Motion: To allow DWC staff to proceed in the development of a non-profit extension of the DWC.***

7. Consideration and possible approval of a logo for the Waynesville Historic Preservation Commission

- Alex Mumby, Land Use Administrator

***Motion: To approve the Waynesville Historic Preservation Logo.***

8. Upgrade meter reading technology to be compatible with our software meters

- Ian Barrett, Finance Director

***Motion: Approve upgrading our current meter reading software to allow for an efficient and timely delivery of billing.***

9. Designate the parking place adjacent to the handicapped space and 500 Hazelwood Avenue (Farm to Cake bakery) as a fifteen-minute loading zone.

- Rob Hites, Town Manager

**Motion: Approve fifteen-minute loading zone as indicated on attached map.**

10. 280 Georgia Avenue (Finance/Fire Dept.) Renovation bids
- Rob Hites, Town Manager

**Motion: Approve bid for John Burgin Construction Co. for renovation of Finance/Fire Building.**

11. Depot Street Bids
- Rob Hites, Town Manager

**Motion: Approve the low bid of Appalachian Sitework for a bid price of \$174,989.49.**

**H. COMMUNICATION FROM STAFF**

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

13. Town Attorney Report
- Town Attorney, Martha Bradley

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

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

## 2025 CALENDAR

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

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

## Board and Commission Meetings – January 2025

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

**MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL**  
**Regular Meeting**  
**December 10, 2024**

**THE WAYNESVILLE TOWN COUNCIL** held a regular meeting on Tuesday, December 10, 2024, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

**A. CALL TO ORDER**

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

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

The following staff members were present:

Rob Hites, Town Manager  
Jesse Fowler, Assistant Town Manager  
Candace Poolton, Town Clerk  
Elizabeth Teague, Director of Development  
Olga Grooman, Assistant Director of Development  
Page McCurry, Director of Human Resources  
Ian Barrett, Finance Director  
Darrell Calhoun, Fire Marshal  
David Kelley, Chief Building Inspector

Members of the Media:

Paul Nielson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and reminded everyone that town offices are closed on December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> for Christmas, and the Smoky Mountain Christmas will be Saturday, December 14<sup>th</sup> 6pm-9pm.

**B. PUBLIC COMMENT**

There was no public comment.

### C. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

***A motion was made by Councilmember 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. Motion to approve the November 26, 2024 Regular Scheduled Meeting Minutes
  - b. Motion to approve the Proposed 2025 Town Council Meeting Schedule
  - c. Motion to appoint Dan Schultz to the Waynesville Recreation Advisory Commission
  - d. Motion to appoint Kipp Sutton to the Environmental Sustainability Board
  - e. Motion to approve the revision of the Town of Waynesville Personnel Policy to comply with the required usage policy as outline by G.S. 143-805(c) no later than January 1, 2025.
  - f. Motion to approve the Development Services Memorandum for the Appeals of the Decision or Determination of the Code Enforcement Official Pertaining to the Code or Any State Building Law, per 2018 NC Administrative Code (Section 203.2- Appeals)
  - g. Motion to approve the Development Services Memorandum formalizing the process for delivery of permits in accordance with the NC General Statute 160A-499.6, added by 2024 N.C. Sess. Laws 45,s. 22.1-c, eff. 6/28/2024 (Senate Bill 607, Session Law 2024-2025).
  - h. Motion to approve the Ice Fest Special Event Permit

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

### E. PUBLIC HEARINGS

3. Public Hearing to consider map amendment (rezoning) for the property at 28 Addie Lane in Waynesville, NC (PIN 8615-42-0757).
  - Assistant Director of Development Services, Olga Grooman

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to open the public hearing at 6:03pm. The motion passed unanimously.***

Assistant Director of Development Services Olga Grooman reported that on November 18, 2024, the Planning Board held a public hearing on the proposed map amendment regarding 28 Addie Lane and is recommending the text amendment to Council. She said there is an abandoned manufactured home on the .61 acre property

and the lot is surrounded by manufactured homes on three sides. Ms. Grooman stated that the subject property is currently located within Pigeon Street Neighborhood Residential District (PS-NR), where manufacturing housing is not allowed. She said the applicant is seeking to rezone the property to the adjacent Ninevah Neighborhood Residential District (N-NR), where manufacturing housing is allowed. Ms. Grooman mentioned that the existing single-wide on the property represents a pre-existing non-conformity and rezoning would potentially allow for improvement of the property and placing different or additional manufactured housing on it.

Councilmember Sutton pointed out that the adjacent parcel has a mobile home on the property.

Ms. Grooman proceeded to read the descriptions as presented in the Land Development Standards of the Pigeon Street Neighborhood Residential District (PS-NR) and the Ninevah Neighborhood Residential District (N-NR), which she said are similar. She said there is no difference between the two districts in dimensional standards, such as density, minimum lot size, required pervious surface (green area of the site), lot width, building setbacks, building height, and accessory structure standards (height, setbacks).

Chief Building Inspector David Kelley said manufactured homes must be built on a solid foundation and cannot have a flat roof.

Ms. Grooman stated that the Planning Board attorney said this is a contiguous rezoning and not a case of spot re-zoning. Ms. Grooman stated that the goal of the applicant is to preserve the ability to replace and expand upon the pre-existing non-conforming use of manufactured housing. She said the redevelopment of the lot with one to two manufactured homes are a more affordable option than stick-built or modular homes and the rezoning would bring the property into greater conformance and promote the development of a safer neighborhood, improved housing options, and aesthetically pleasing residential area.

Councilmember Sutton asked why the two Planning Board members did not vote in favor of the rezoning. Ms. Grooman said there was concern that they could put more houses, but said the density is the same. Councilmember Sutton said 8615-43-3000 has three structures and it's .74 acres. Ms. Grooman said that technically, following density guidelines, six structures could go on the property, but because of setback and impervious surface standards, it most likely couldn't fit 6 houses.

John Mason (Applicant)- Dr. Mason said that he and his wife live in town. He said like most cities, affordable housing is an issue here in Waynesville. He said the abandoned home at 28 Addie Lane is an eyesore. He said they would like to remove the trailer, do some landscaping, and put three affordable manufactured homes on the property, to be sold, not rented.

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to close the public hearing at 6:27pm. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to find the rezoning request as being consistent with the 2035 Land Use Plan and reasonable and in the public interest in that it continues to promote smart growth principles in land use planning and zoning and encourages infill, mixed-use, and context-sensitive development and that it creates a range of housing opportunities and choices by***



***encouraging new housing within Waynesville's city limits and Extraterritorial Jurisdiction (ETJ) and promotes a diverse housing stock including market rate, workforce housing, and affordable options that appeal to a variety of households. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to adopt the Ordinance as presented in that the rezoning of the property will remain consistent with the purposes of the proposed zoning district, Ninevah Neighborhood Residential (N-NR), as described in Section 2.3.3.D of the Land Development Standards (LDS) in that it creates well-established residential community containing a mix of housing types and it is proposed to develop more densely, but still at a small residential scale. The motion passed unanimously.***

4. A Public Hearing to consider text amendments related to addressing on ground signs.
- Assistant Director of Development Services, Olga Grooman

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to open the public hearing at 6:29pm. The motion passed unanimously.***

Assistant Director of Development Services Olga Grooman reported that the proposed text amendment is requested by the Town Fire Marshall Darrell Calhoun and Chief Building Inspector David Kelley to require street addressing as part of ground signs. She said the amendment would require businesses with ground signs to display their street address number prominently on the sign. She said the amendment clarifies that the street address number will not be counted towards the calculation of the sign face area and it also cross-references Fire Code standards for premises identification, such as requirements for size, stroke, and visibility for address numbers, as specified in the Town of Waynesville Fire Prevention and Protection Ordinance. Ms. Grooman said the purpose of the proposed text amendments would help new emergency personal locate businesses and help improve public safety. She said this would apply to any new signs and the numbers could be attached to the sign. Town Attorney Martha Bradley cautioned that making businesses add their addresses to pre-existing signs would be a challenge and is not recommended.

There was no public comment.

***A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to close the public hearing at 6:46pm. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to find the ordinance is consistent with the 2035 Land Use Plan and reasonable and in the public interest in that it continues to promote smart growth principles in land use planning and zoning and encourages infill, mixed-use and context-sensitive development. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adopt the Ordinance as presented and that the proposal is reasonable and in the public interest in that it promotes smart growth principles in land use planning and zoning and encourages infill, mixed-use and context-sensitive development. The motion passed unanimously.***

5. Public Hearing to consider text amendments related to premises identification for commercial buildings, Chapter 30- Fire Prevention and Protection of the Waynesville Code of Ordinances.
  - Assistant Director of Development Services, Olga Grooman

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to open the public hearing at 6:48pm. The motion passed unanimously.***

Assistant Director of Development Services Olga Grooman reported the proposed text amendment is requested by the Town Fire Marshall Darrell Calhoun. She said this would amend Chapter 30- Fire Prevention and Protection of the Waynesville Code of Ordinances and requires that commercial buildings provide an approved address identification. Ms. Grooman said the amendment references specific standards for addresses on commercial buildings and promotes the efficiency of emergency operations as well as public safety.

There was no public comment.

***A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to close the public hearing at 6:52pm. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adopt the Ordinance as presented. The motion passed unanimously.***

6. Public Hearing to consider text amendments related to floodplain regulations.
  - Assistant Director of Development Services, Olga Grooman

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to open the public hearing at 6:53pm. The motion passed unanimously.***

Assistant Director of Development Services Olga Grooman reviewed the 100 year and 500 year floodplain areas in Waynesville. She said that the proposed text amendments intend to strengthen the Town of Waynesville's floodplain protection requirements, aligning them more closely with the recommendations of the North Carolina Department of Emergency Management. Ms. Grooman said that strengthening local floodplain ordinances could help reduce future risks to life and property, while promoting public safety and community resilience. She said that staff proposes an amendment to the ordinance to increase the required elevation from 1 ft to 2 ft above the base flood elevation (BFE) for all new construction and substantial repairs within the regulatory floodplain. Additionally, she said that the United States Department of Housing and Urban Development (HUD) has adopted a new rule that requires new construction (building permit applications submitted on or after January 1, 2025) within the regulatory floodplain to be elevated at least 2-feet above the base flood elevation (BFE) to qualify for Federal Housing Administration (FHA) insured mortgages.

Ms. Grooman said that staff also proposes to expand flood protection requirements that are currently applicable for a 100-year floodplain into a 500-year flood zone, including but not limited to elevation, floodproofing, flood vents, and requiring a floodplain permit for all development within the 500-year

floodplain. She said that while most of the storm damage occurred within a 100-year floodplain in Waynesville, significant damage also occurred along the fringe of the zone, bordering the 500-Year Floodplain. Ms. Grooman added that the amendment was recommended unanimously by the Planning Board.

Ms. Grooman said the amendment may impact property owners financially, but in the long run, elevated structures should receive less damage from flooding, which would save money in the long run. She clarified that if Council adopted the ordinance tonight, the ordinance would apply to new construction. She said any permit applications up to this point would have a permit choice within 180 days, to go by the new requirement, or the old. Ms. Bradley said that impact of increasing the minimum freeboard elevation would decrease the risk of flooding and could decrease flood insurance rates for property owners. Mayor Caldwell suggested the proposed new requirement may improve the resale value of homes if the property owner chose to sell in the future.

Councilmember Dickson asked if other communities are currently adopting the 2 foot above BFE and Ms. Grooman said staff have not seen it. Councilmember Freeman asked if the new regulation is put into place, and homeowners cannot afford to pay for the construction, that if that would force them to sell to FEMA. Ms. Bradley said that could be a consequence. Town Manager Hites said adding an additional foot to the foundation would roughly cost \$800 for a 16'x30' house. Councilmember Sutton said homeowners would save at least that on flood insurance. Development Services Director Elizabeth Teague offered for staff to come back after analyzing more data and suggested separating the 100 to 500 year floodplain part of the ordinance from the BFE +2 feet increase part of the ordinance. Councilmember Dickson asked if Development Services would tell anyone applying for building permits that staff are advising BFE plus two feet even though it's not a requirement yet. Mr. Kelley said they have been letting permit applicants know. Councilmember Dickson said he is okay with moving forward on the BFE plus two feet but needs more information regarding the 500 year floodplain.

***A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to continue the public hearing to the regular scheduled meeting on January 14<sup>th</sup> at 6pm in the Council Chambers located at 9 South Main Street, Waynesville. The motion passed unanimously.***

7. Public Hearing to consider text amendments related to temporary, emergency housing.
  - Director of Development Services, Elizabeth Teague

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to open the public hearing at 7:41pm. The motion passed unanimously.***

Director of Development Services Elizabeth Teague reported that staff requested Town Council feedback at the October 8, 2024 meeting and was directed to develop a policy to allow temporary, emergency housing. Ms. Teague said that guidance from the School of Government indicates that emergency housing should be covered within municipal zoning as a land use in order to be clearly permitted. Ms. Teague said for the purpose of Hurricane Helene recovery, and future events in which a residential dwelling is severely damaged by a natural disaster or fire, this text amendment would allow temporary housing and on-site storage while homes are being repaired or replaced. She defined temporary housing as a "FEMA trailer" issued by FEMA or other agency after an emergency (which could be of modular, manufactured, or RV design), or a camper, travel

trailer, or recreational vehicle owned by the resident. She added that an accessory to emergency housing, a storage trailer or container, such as a “Pod,” would also be allowed in certain cases.

Ms. Teague said the permitting would be a land use permit for temporary housing, similar to food trucks and construction trailers. She said that the permit would be valid for 180 days, but can be extended while there is an active building permit. She said the temporary emergency housing must be located on the private property of the person whose residence has been damaged, or in a town designated emergency area established for housing. Ms. Teague said the emergency housing must be removed within 30 days after the certificate of occupancy has been received. She said the Temporary housing units must comply with the following:

- a. Must be placed within the property boundary of the house that is being repaired and with the permission of the owner. Alternative locations or placement of units in a designated area is subject to approval by the Administrator.
- b. Placement on the site and location of temporary housing unit is subject to approval of the administrator and is not subject to district setback requirements.
- c. Have an approved point of electrical connection.
- d. Must be connected to the town’s sewer, or have bathroom facilities available.
- e. The temporary unit must comply with LDS Section 12.3 Flood Damage Prevention Ordinance (it can be easily moved or is elevated).

Town Manager Rob Hites asked what happens after the six months are over. Ms. Teague said ideally they have a building permit and a plan for renovation or restoration, but if not, they need to move. Ms. Teague said Council can always ask for a variance if something comes up. Ms. Teague said building permits are good up to a year, as long as work has started, and an inspection has been requested within a year.

There was no public comment.

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 7:52pm. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to find that proposed ordinance consistent with the 2035 Plan in that it creates a range of housing opportunities and choices. The motion passed unanimously.***

***A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to adopt the text amendment as presented and that it creates a range of housing opportunities and choices. The motion passed unanimously.***

## **F. COMMUNICATION FROM STAFF**

### **8. Manager’s Report**

- Town Manager, Rob Hites

Town Manager Rob Hites reported that Depot Bridge repair has been designed and will go out to bid next week. He said he will bring the bids back as early as the January 14<sup>th</sup> meeting. Mr. Hites said the renovations for the Finance building is out to bid and he will bring those bids before Council on January 14<sup>th</sup>. Mr. Hites said the dog park and softball field designs are very cumbersome, but he will bring recommendations of an architect or engineer to the January 14<sup>th</sup> meeting. If the town gets responses, they could start construction by spring at the earliest. Mr. Hites reported that the bridge going to the sewer treatment plant has been weakened by the flood, and it would cost one to two million dollars to fix, unless FEMA agrees to reimburse the town.

9. Town attorney
- Martha Bradley, Town Attorney

Nothing to report.

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

Nothing to report.

**H. ADJOURN**

***A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adjourn at 8:01pm. 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 1/14/2025**

**SUBJECT:** Approval of Personnel Policy/401(k)

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:** Beginning January 1, 2025, the North Carolina Retirement System will extend 401(k) plan eligibility to part-time employees of all local governments who participate in the North Carolina Retirement System. Part VII of House Bill 1020 brings eligibility for the NC 401(k) Plan in line with the NC 457 Plan. Beginning January 1, 2025, all employees, whether full-time or part-time, of participating employers are now eligible for the NC 410 (k) plan.

The Town of Waynesville Personnel Policy currently states: Employer will contribute 5% of gross earnings into the Town sponsored 401 (k) account effective from the first day of employment.

Because the 401 (k) plan is changing to include part-time staff, the personnel policy should be updated to state:

*Employer will contribute 5% of gross earnings into the Town sponsored 410(k) account for all full-time employees from the first day of employment.*

If this change is not made, part-time employees will be entitled to a 5% employer contribution into their 401 (k) plan and this expense has not been budgeted for the current fiscal year.

**MOTION FOR CONSIDERATION:** Approve the revision of the Town of Waynesville Personnel Policy to specify employer contributions for Town sponsored 401 (k) plan are available only to full-time employees of the Town.

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

**ATTACHMENT:**

1. Part VII of House Bill 1020

**MANAGER'S COMMENTS:**

- d. The administrative and information technology purposes for which funds were expended and the determination by the Board of Trustees of the necessity to expend funds for those purposes.

The Board of Trustees shall also post this report on its public ~~Web site-website.~~"

## **PART VII. EXPAND ELIGIBILITY FOR PARTICIPATION IN THE NORTH CAROLINA 401(K) SUPPLEMENTAL RETIREMENT INCOME PLAN**

**SECTION 7.(a)** G.S. 135-92(a) reads as rewritten:

"(a) The membership eligibility of the Supplemental Retirement Income Plan shall consist of any of the following individuals who voluntarily elect to enroll in the Plan:

...

(10) Part-time and full-time employees of an employer that has one or more employees eligible for the Plan pursuant to subdivisions (1) through (9) of this subsection.

(11) Part-time and full-time employees of a State agency or institution, or any of its political subdivisions, that, with the consent of the Board of Trustees, has elected to allow its employees to enroll in the Plan."

**SECTION 7.(b)** G.S. 135-93(b) reads as rewritten:

"(b) The State and any of its political subdivisions may make contributions to the Supplemental Retirement Income Plan on behalf of any of its members, provided these contributions are nondiscriminatory in accordance with the Internal Revenue Code of 1954 as amended, and are duly appropriated by their governing bodies, and the contributions are held in the member's account. An employer may make contributions to the Plan on behalf of its members who are eligible for the Plan under subdivisions (1) through (9) of G.S. 135-92(a) without making the same, or any, contributions on behalf of members who are eligible under subdivisions (10) and (11) of G.S. 135-92(a) and doing so shall not be considered out of compliance with this subsection. Employer contributions to the Plan are declared expenditures for a public purpose."

**SECTION 7.(c)** This section is effective January 1, 2025.

## **PART VIII. ALLOW UNCLAIMED PROPERTY HOLDERS TO SUBMIT REQUESTS TO THE STATE TREASURER FOR A WAIVER OF DUE DILIGENCE IN SPECIAL CIRCUMSTANCES**

**SECTION 8.(a)** G.S. 116B-59 reads as rewritten:

"**§ 116B-59. Notice by holders to apparent owners.**

...

(a1) A holder of property that is presumed abandoned and that is either (i) a security or other equity interest in a business association, including a security entitlement under Article 8 of Chapter 25 of the General Statutes, that is valued at twenty-five dollars (\$25.00) or more or (ii) property, other than a security or other equity interest in a business association, including a security entitlement under Article 8 of Chapter 25 of the General Statutes, that is valued at fifty dollars (\$50.00) or more shall send written notice by first-class mail to the apparent owner not more than 120 days or less than 60 days before filing the report required by ~~G.S. 116B-60, this Article.~~ The holder shall exercise reasonable care to ascertain that it is sending the written notice to the apparent owner's correct address. A holder may authorize a third party to perform the duties required by this subsection. Notwithstanding any third-party authorization, the holder bears responsibility for a failure to comply with this section.

...

(c) The written notice to apparent owners required under this section must contain all of the following:

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

**SUBJECT:** Budget Amendment for the Police Department

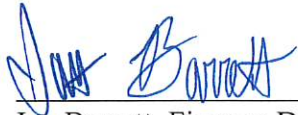
**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:** WPD applied for and received funding for a second year in the amount of \$11,000 through the Governor's Highway Safety Program grant.

**MOTION FOR CONSIDERATION:** Approve the budget amendment as presented.

**FUNDING SOURCE/IMPACT:** General Fund



Ian Barrett, Finance Director

12.20.24

Date

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**



Ordinance No. O-1-25

Amendment No. 13 to the 2024-2025 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2024-2025 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2024-2025 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Miscellaneous Income	\$11,000
----------------------	----------

Increase the following appropriations:

Police Department	\$11,000
-------------------	----------

Adopted this 14th day of January 2025.

Town of Waynesville

---

Gary Caldwell  
Mayor

Attest:

---

Candace Poolton  
Town Clerk

Approved As To Form:

---

Martha Sharpe Bradley  
Town Attorney

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the \_\_\_\_\_ (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that \_\_\_\_\_

(The Governing Body of the Agency)

\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE \_\_\_\_\_ IN OPEN

(Governing Body)

MEETING ASSEMBLED IN THE CITY OF \_\_\_\_\_, NORTH CAROLINA,

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That \_\_\_\_\_ is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ \_\_\_\_\_ to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and  
(Name and Title of Representative)  
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ \_\_\_\_\_ as required by the project contract; and  
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_

(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_

(Clerk)

**SEAL**

DATE \_\_\_\_\_

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

**SUBJECT:** Renew lease from John Grayson Terrell to provide land for a police communications tower.

**AGENDA INFORMATION**

**Agenda Location:** Consent Agenda  
**Department:** Finance/ Police Department  
**Contact:** **Ian Barrett, Finance Director**  
**Presenter:** **Ian Barrett**

**BRIEF SUMMARY**

Since 2013, the town has leased land from the Terrell family on lookout point road. This land is essential for providing communications for the Waynesville Police department. The county also leases land here for their emergency services. Every five years, the lease is up for renewal and each time, the annual fee has increased by \$500. After speaking with Mr. Terrell, no other aspect of the lease needed to be changed, just the annual rent for it. With the increase, we would be spending \$4,000 annually (previously \$3,500) and would be able to continue providing clear communications for our responders.

**MOTIONS FOR CONSIDERATION**

Approve renewing lease for third term with a \$500 annual increase to match previous increases.

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECCOMENDATIONS**

## **LEASE AGREEMENT**

THE LEASE AGREEMENT, made this 31st day of December, 2024 between the Town of Waynesville referred to as Lessee and John Grayson Terrell, being referred to as Lessor. The address for payments to Lessor being PO Box 542, Clyde, NC 28721.

### **WITNESSETH THAT:**

For and in consideration of the Mutual obligation and conditions set forth below, the parties do hereby covenant and agree with each other as follows.

- 1) Demise: The Lessor hereby leases to the Lessee and the Lessee rents from the Lessor that certain space for telecommunication equipment located in Haywood County, Clyde, North Carolina
- 2) Term: The initial term of this lease shall be for a period of five (5) years, commencing on January 1, 2025 and ending on December 31, 2030. At the end of the lease, the contract will be renegotiated. All terms, covenants and conditions of this lease shall remain in full force and effect during any extension thereof.
- 3) Purpose: The purpose for which the premises are demised are for the use by the Lessee to conduct wireless radio and other telecommunication operation: In no event shall the use of the premises be such as to create conditions which constitute a nuisance or are harmful to the normal and customary operations of the Lessor and/ or neighboring land owner(s).
- 4) Rent: During the term of this lease, the Lessee shall pay the Lessor as rent for the space the sum of four thousand dollars (\$4,000.00) per year in advance. The rent will be paid to the Lessor by January 31<sup>st</sup> of each year, each year is paid in advance.
- 5) Permits and Approvals: the Lessee has the responsibility to obtain and secure the Federal, State, and local permits, easements and approvals necessary for the Lessee to conduct wireless radio traffic.
- 6) Sub-lease: Lessor reserves the right to allow Lessee to the sub-lease building space but not without the Lessor being paid for each and every device that constitutes a transmitter or receiver.
- 7) Interference: Lessor will not share in any interference problems. This should be dealt with by parties involved. If interference occurs with a new installation, the last installation will be responsible to take whatever steps necessary to solve problems.
- 8) Lessor or his agent has the right to do physical inspection of each building or piece of equipment located on the property.

State of

**North Carolina**

County of **Haywood**

**The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_, 2025 by**

\_\_\_\_\_

**(Lessor)**

\_\_\_\_\_

**(Notary Public)**

\_\_\_\_\_

**My commission expires**

State of

**North Carolina**

County of **Haywood**

**The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_, 2025 by**

\_\_\_\_\_

**(Lessee)**

\_\_\_\_\_

**(Notary Public)**

\_\_\_\_\_

**My commission expires**



# Application for Special Events Permit

I. General Information	
EVENT NAME:	The Whole Bloomin' Thing Festival
EVENT DATE(S):	May 10, 2025
	Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.
LOCATION	Commerce and Depot Street / Frog Level
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	530am to 5 pm
EVENT HOURS:	9am-4pm
DISMANTLE HOURS (START/END):	4pm to 5pm
ESTIMATED ATTENDANCE:	2k
BASIS ON WHICH THIS ESTIMATE IS MADE: Based on previous Festival surveys	
<b>COMPREHENSIVE GENERAL LIABILITY</b> <b>INSURANCE REQUIRED: \$1,000,000.</b> Please attach proof of insurance (or applicable rider). II.	
<b>Applicant and Sponsoring Organization Information</b>	
SPONSORING ORGANIZATION	
NAME: Historic Frog Level Merchants Association	
ARE YOU A NON PROFIT CORPORATION? No Yes <b>yes</b> <b>if yes,</b>	
<b>are you</b> 501c(3) 501c(6)	
Place of	
Worshi	
p	
<b>APPLICANT NAME:</b>	Cassandra Carter
	TITLE: Tresuarer
<b>ADDRESS:</b>	56 Commerce St. CITY :Waynesville STATE:NC ZIP: 28786
<b>PHONE:</b>	828276 6230
	FAX#: EMAIL: cass.carter@7clansbrewing.com
ON-SITE CONTACT:	Cassandra Carter / Monte Bumbernick TITLE: Director(s)
ADDRESS:	P.O BOX 1575 Waynesville, NC 28786

PHONE #:		828-276-6230 EMAIL: <a href="mailto:cass.carter@7clansbrewing.com">cass.carter@7clansbrewing.com</a> / taproom@froglevelbrewing.com CELL PHONE #:
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<b>III. Brief Description of Event</b>			
Festival vendors are local and regional artisans, growers. Annual, perennial's, shrubs and Trees are a big part of what is sold.			
<b>IV. Street Closure Request (Attach map of the Street Closure)</b>			
List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event. Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:			
1. Commerce Street - Beside Panacea to the red light on Depot.			
2. Depot Street , end of Trader parking lot to the railroad track.			
3.			
<b>V. Event Details</b>			
<b>YES NO</b>			
<input type="checkbox"/> x <input type="checkbox"/> Does the event involve the sale or <b>use of alcoholic beverages</b> ?			
	If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)		
x <input type="checkbox"/> <input type="checkbox"/>	Does the event involve the <b>sale of food</b> ? <u>yes</u> _____ If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____		
<input type="checkbox"/> <input type="checkbox"/>	<b>Does the event involve the sale of non-food items? If "YES" have you applied for a privilege license?</b> _____		
<input type="checkbox"/> x <input type="checkbox"/>	Will there be <b>musical entertainment</b> at your event? IF "YES" provide the following information:		
	Number of Stages:		Number of Band(s): Amplification?
	Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.		
<input type="checkbox"/> x <input type="checkbox"/>	Do you plan to use an existing <b>occupied building</b> ? Address _____		
<input type="checkbox"/> x <input type="checkbox"/>	Do you plan to use an existing <b>vacant building</b> ? Address _____		
x <input type="checkbox"/> <input type="checkbox"/> Will there be any <b>tents or canopies</b> in the proposed event site? Please provide the following information:			
Approx. Number of Tents: 60+ Will any tent exceed 400 sq. feet in area? x <input type="checkbox"/> NO <input type="checkbox"/> YES			
<input type="checkbox"/> x <input type="checkbox"/> Does the event involve the use of <b>pyrotechnics</b> ? Explain _____			

and x <input type="checkbox"/> <input type="checkbox"/>	Will you provide <b>portable toilets</b> for the general public attending your event? IF SO, how many where will they be located?	Hand washing station , Handicap porta john and single porta john, located beside Open Door in Alley.
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Page 2 of 4

on x <input type="checkbox"/> <input type="checkbox"/>	Will you require <b>electrical hookup</b> for the event? Generators? _no, Electricity will need to be unlocked on the poles Depot and Commerce street for Vendor Usage_____	
in x <input type="checkbox"/> <input type="checkbox"/>	Will you require <b>access to water</b> for the event? Explain _Plants will need water through out the day. Water access parking lot is the only one needed._____	
<input type="checkbox"/> x <input type="checkbox"/>	Will <b>admission fees</b> be charged to attend this event? If "YES", provide the amount(s) of all tickets.	
x <input type="checkbox"/> <input type="checkbox"/>	Will <b>fees be charged to vendors</b> to participate in this event? If "YES", please provide the amount(s). Food Vendors 75.00 and 45.00 for artisans and non profits / \$55 for growers	
<input type="checkbox"/> x <input type="checkbox"/>	Will <b>signs and/or banners</b> be displayed as part of the event? If "YES" have you applied for a sign permit? _____	
<input type="checkbox"/> x <input type="checkbox"/>	Will <b>inflatable parade balloons</b> be used for the event? Provide details if necessary.	

Page 3 of 4

<b>VI. Additional Questions</b>	
How will <b>parking</b> be accommodated for this event?	Haywood Builders, Armory , Parking Deck, Parking area behind Town and upper part of Depot Street. Spaces are already allotted for Handicap Parking.
Notes: 1. Parking and buildings involved may be examined for ADA compliance.	2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.
How will <b>trash</b> be contained and removed during and after the event?	Town delivers a dumpster , placed in Alley beside Open Door , we keep trash emptied in Dumpster , Town Picks up Dumpster after Festival has ended.
<b>Volunteers:</b> Will you require Civilian Police Volunteers for your event? NO	



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

**Return to:**  
**Amie Owens, Assistant Town Manager**  
**Town of Waynesville**  
**16 S. Main Street, P.O. Box 100, Waynesville, NC 28786**  
**Telephone: (828) 452-2491**  
**Fax No. : (828) 456-2000**  
**Email Address: [aowens@waynesvillenc.gov](mailto:aowens@waynesvillenc.gov)**

**VIII. Special Information for Applicants**

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

**FOR INTERNAL USE ONLY:**

Application received:

Application approved:

Application denied:

**NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS**

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1566115E

Effective Date: 04/28/2024

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

HISTORIC FROG LEVEL MERCHANTS ASSOC INC  
P.O. BOX 1575  
WAYNESVILLE, NC 28786

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 04/28/2024 To: 04/28/2025

**Non Profit Directors and Officers Liability Coverage Part**

ITEM III. LIMITS OF LIABILITY

- |                                    |             |                  |
|------------------------------------|-------------|------------------|
| a. Non Profit Directors & Officers | \$1,000,000 | EACH CLAIM       |
| b. Non Profit Directors & Officers | \$1,000,000 | IN THE AGGREGATE |

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$698

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

**Employment Practices Liability Coverage Part**

ITEM III. LIMITS OF LIABILITY

- |                         |             |
|-------------------------|-------------|
| a. Employment Practices | NOT COVERED |
| b. Employment Practices |             |

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



Richland Creek

Outdoor Green Space

**BLUE VENDOR SETUP & ENTRY APPROACH**

Water St

- 70
- 69
- 68
- 67
- 66
- 65
- 64
- 63
- 62
- 61
- 60
- 59
- 58
- 57

- 71
- 72
- 73
- 74
- 75
- 76
- 77
- 78
- 79
- 80
- 81
- 82
- 83
- 84

Depot St

- 56
- 55
- 54
- 53
- 52
- 51
- 50
- 49

- 85
- 86
- 87
- 88
- 89
- 90
- 91

CULTIVATE

SOUL SISTERS

Charles St

ADDL PARKING AT HAYWOOD BUILDERS

[ PARKING LOT FOR VENDORS ] 12-15 SPOTS

- 24 25 26
- 27 28 29 30
- 31 32 33 34 35 36 37 38
- HERBAL BAR
- 39 40 41
- 42 43 44 45 46 47 48

Commerce St

- 23 22 21 20 19 18 17
- 16 15 14 13 12 11 10
- STAGE
- 9 8 7 6 5 4 3 2 1

[ PARKING LOT FOR GREEN VENDORS ]

**GREEN & ORANGE VENDOR SETUP/ENTRY APPROACH**

Boundary St

ADDL PARKING AT OLD ARMORY

Branner Ave

ROAD CLOSURE

OUTDOOR RESTROOMS

FOOD & BEER GARDEN

Electrical Hook-up

GREEN VENDORS & PARKING

ORANGE VENDORS

BLUE VENDOR

PARKING FOR BLUE & ORANGE VENDORS

**GREEN VENDORS, 1-23**  
**ORANGE VENDORS, 24-48, 92-98**  
 APPROACH FESTIVAL'S BLOCKED STREETS FROM BRANNER AVE > DEPOT ST > COMMERCE  
 ★ CHECK-IN AT RAILROAD CROSSING

**BLUE VENDORS, 49-91**  
 APPROACH FESTIVAL'S BLOCKED STREETS FROM DELLWOOD CITY RD, CROSS BRIDGE/CREEK  
 ★ CHECK-IN AT START OF DEPOT ST

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

**SUBJECT:** Call for a Public Hearing for February 11, 2025, to consider a request for annexation for three (3) parcels:

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

**AGENDA INFORMATION:**

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

**SUMMARY:**

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

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

**MOTIONS FOR CONSIDERATION:**

1. To adopt the attached resolution and schedule a public hearing to consider an Annexation Petition.

**FUNDING SOURCE/IMPACT:** Future action to annex these properties will allow them to receive Town municipal services and be subject to Town property tax.

**ATTACHMENTS:**

1. Resolution
2. Petition, deed, Exhibit A, map
3. Plat
4. Municipal boundaries and zoning maps (4)
5. Payment
6. Agent Authorization Form

**MANAGER’S COMMENTS AND RECOMMENDATIONS:** This is a call for Public Hearing only.

RESOLUTION TO CONSIDER

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

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

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

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

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

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

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

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

Adopted this 14<sup>th</sup> Day of January, 2025.

TOWN OF WAYNESVILLE

ATTEST:

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

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

APPROVED AS TO FORM:

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

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


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

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

Date: December 9, 2024

To: Board of Aldermen of the Town of Waynesville

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

Name QP Allison, LLC Signature  Manager, QP Allison LLC

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

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

Address \_\_\_\_\_

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

Address \_\_\_\_\_

(Attach additional sheet if necessary)

DATE 2022-05-10 BY HW

8615-88-1632  
1854  
3857  
4442

**2022005114**

HAYWOOD COUNTY NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT  
**\$2300.00**

PRESENTED & RECORDED  
05/10/2022 03:31:31 PM  
**SHERRI C. ROGERS**  
REGISTER OF DEEDS  
BY: STACY C. MOORE  
ASSISTANT

**BK: RB 1062**  
**PG: 1680 - 1682**

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: **\$2,300.00**

Parcel Identifier No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

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

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

Brief description for the Index: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_ (Entity Name)
Print/Type Name: Timothy Dan Shields, Co-Trustee of The KT Revocable Trust dated March 31, 2020 (SEAL)

By: \_\_\_\_\_ (Entity Name)
Print/Type Name: Kristi Diane Carlton, Co-Trustee of The KT Revocable Trust dated March 31, 2020 (SEAL)

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

My Commission Expires: 2-17-2023 (Affix Seal)
Michael Hagstrom, State of Florida, Commission No. GG 302783, Notary's Printed or Typed Name

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

My Commission Expires: \_\_\_\_\_ (Affix Seal)
Notary's Printed or Typed Name

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

My Commission Expires: \_\_\_\_\_ (Affix Seal)
Notary's Printed or Typed Name



EXHIBIT "A"

TRACT ONE- PIN 8615-88-0651

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

TRACT TWO- PIN 8615-88-1854

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

TRACT THREE - PIN 8615-88-3857

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

TRACT FOUR - PIN 8615-88-4442

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

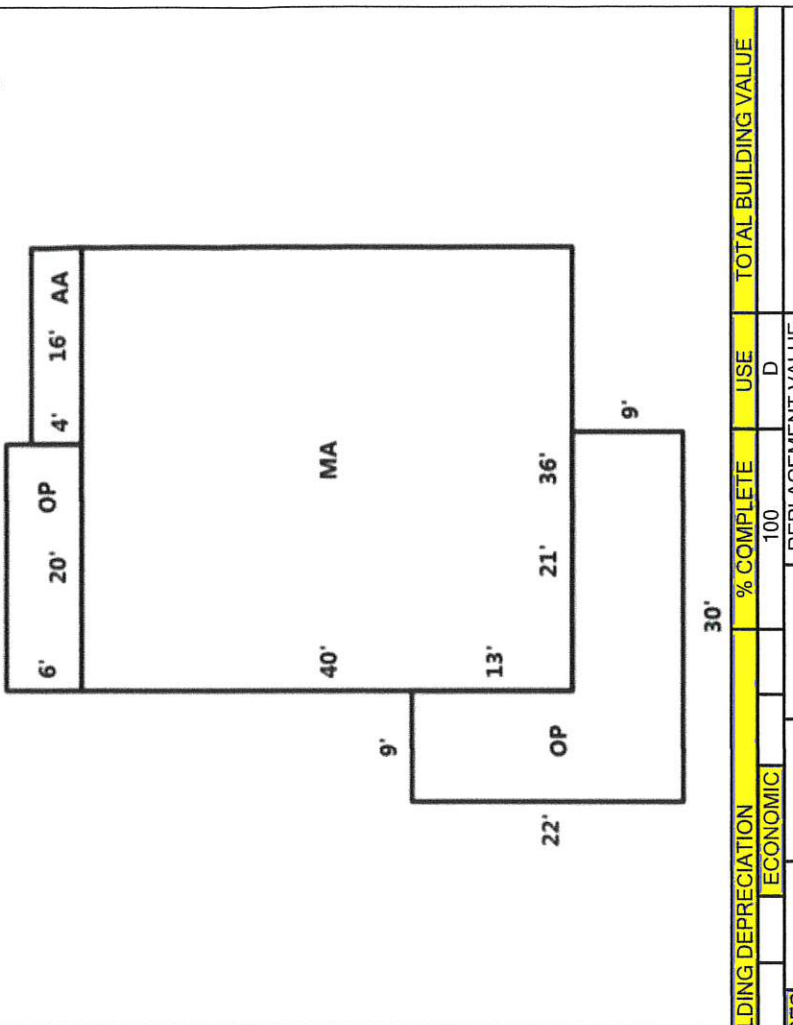
TOGETHER WITH, SUBJECT TO, and INCLUDING all easements, rights of way, and other matters set forth on plat recorded in Plat Cabinet D, Slot 448, Haywood County Registry.

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

 \_\_\_\_\_







ACCT	TOWNSHIP	PIN #	TAX CODES					
272975	15-TOWN OF WAYNESVILLE	8615-88-1632	F16 L01A C15					
SALE DATE	SALE PRICE	BOOK/PAGE	DATE APP	BY	PREVIOUS VALUE			
05/10/2022	1150000	1062/1680	03/13/2020	LFT	0			
NEIGHBORHOOD	LAND MODEL	ACRES	BUILDINGS	TOTAL				
15R085		3.3330	0	0				
MTHD	TYPE	ACR/ SQFT	RD CODE / ADJUSTMENT	PUV	APPRAISED VALUE	DEFERRED	USE VALUE	EX
AC	HP	1.000	P					
AC	HR	2.330	P					
GENERAL REMARKS								

METHOD		R	DESCRIPTION	1.5/D/B	BUILDING DEPRECIATION			% COMPLETE	USE	TOTAL BUILDING VALUE																								
SECTIONS	4	REMARKS	PHYS	40	FUNC	ECONOMIC	100	D	REPLACEMENT VALUE																									
# ROOMS																																		
TYPE	AREA	OCC	WL HGT	STO	EXT	BASE	BSMT%	FINSHD	RECRM%	FUS	UUS	ATTIC	BED	BATH	FIREPLACE	OPEN/STACK	HEAT	AIR	SPRINKLR	PERIMET	GRAD	YR	EFF	AGE	CDU	DESIG	PHY	FUNC	MKT	DEP	REP	DEP	TAX	
MA	1.440	SF	1.50	BS	1400				1000				4	2.0	FP1 1/1	F					C+	1926	1926	A										
OP	387		1.00																															
OP	120		1.00																															
AA	64		1.00																															
O	BRN	100							2912	2.00	LS	E	1930	1930	F																			
																	2.0/S FR 52X56		REMARKS															

APPRAISED VALUE SUMMARY		USE VALUE SUMMARY		TOTAL TAX VALUE
LAND	BUILDING	LAND	BUILDING	

# Haywood County - Property Record Card



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

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

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

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

TOTAL ARE OF SURVEY 7.71 ACRES

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

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

NCGS HAY 10 N: 861021.34 E: 820287.88 NAD 83 (2001)

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

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

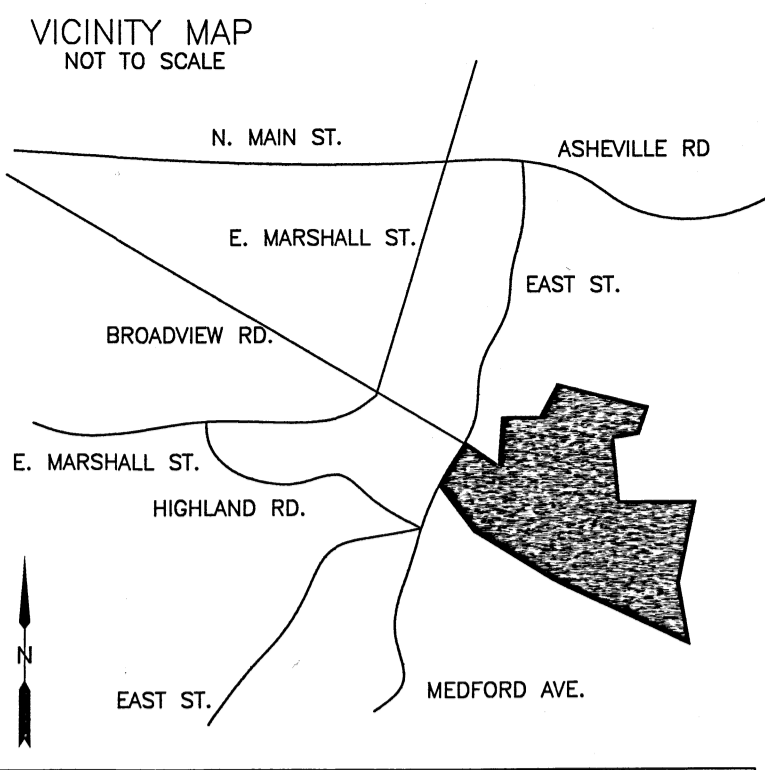
PRICE DB 683, PG 1098 PIN 8615-78-9843

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

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

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

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



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

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

EXEMPT PURSUANT TO TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS IN ACCORDANCE WITH NORTH CAROLINA STATUTES. [Signature] 11/19/19 PLANNING DIRECTOR DATE

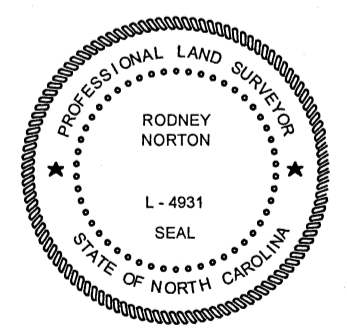
STATE OF NORTH CAROLINA COUNTY OF HAYWOOD I, [Signature] REVIEW OFFICER OF HAYWOOD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. [Signature] REVIEW OFFICER 11/21/2019 DATE

NORTH CAROLINA, HAYWOOD COUNTY REGISTERED THIS DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, RECORDED AT PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ HAYWOOD COUNTY REGISTER OF DEEDS BY DEPUTY / ASSISTANT

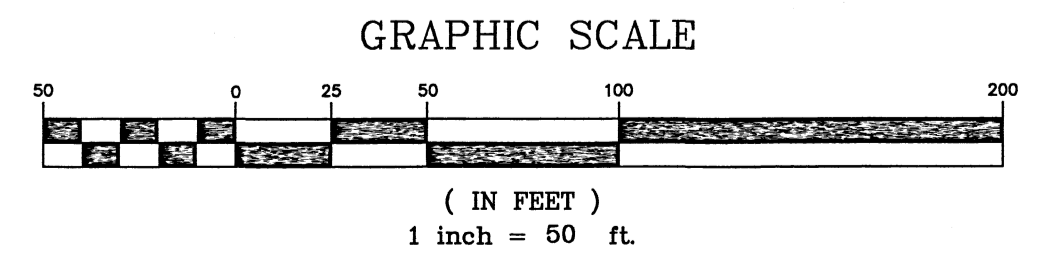
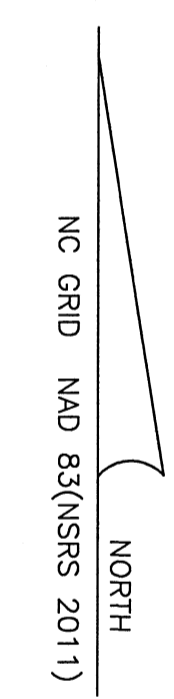
Table with columns: LINE, BEARING, DISTANCE. Lists lines L1 through L20 with their respective bearings and distances.

Table with columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Lists curves C1 through C5 with their respective measurements.

SURVEYOR'S CERTIFICATE: STATE OF NORTH CAROLINA COUNTY OF HAYWOOD I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCE DEED BOOK 480, PAGE 1271, AND OTHERS AS NOTED); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION BEFORE ADJUSTING WAS ONE PART IN 20,000 + AS CALCULATED BY LATITUDES AND DEPARTURES, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED, WITH MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15TH DAY OF NOVEMBER, A.D., 2019. THIS PLAT IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION TO THE DEFINITION OF SUBDIVISION G.S. 47-30 (F)(1A)(D). [Signature] 11-15-19 RODNEY NORTON L-4931



2019010896 HAYWOOD CO, NC FEE \$21.00 PREPARED BY: 11-21-2019 12:23:17 PM SHERRI C. ROGERS REGISTER OF DEEDS BY-TARIK HUSSEIN QADIRI BK: MAP CABD PG: 448-448



ROD NORTON LAND SURVEYING C-3667 245 RUSH ROAD CLYDE, NC 28721 828-316-1694 NORTONSURVEYING@GMAIL.COM DATE: 11/15/2019 SCALE: 1"=50' SURVEY BY: MRS/DEF PLAT BY: RAN

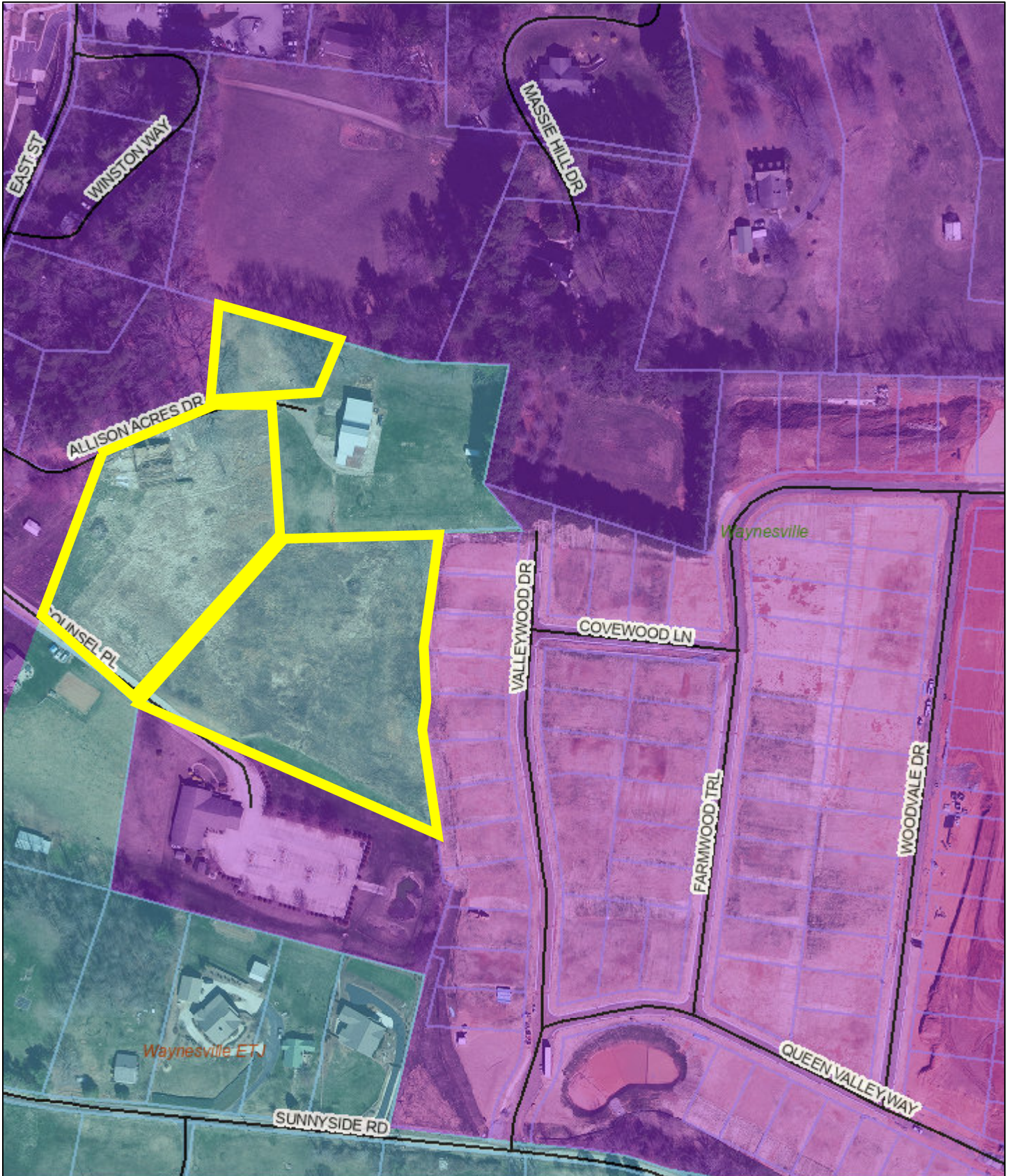
FLOOD CERTIFICATION THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED APRIL 3, 2012. MAP NUMBER: 3700861500 J

Plat Prepared For: KRISTI CARLTON TOWN OF WAYNESVILLE/WAYNESVILLE TOWNSHIP, HAYWOOD COUNTY, NC. OWNERS OF RECORD: DANNY & MARY GREEN LORI LYNN ALLISON REFERENCES AS NOTED ON PLAT

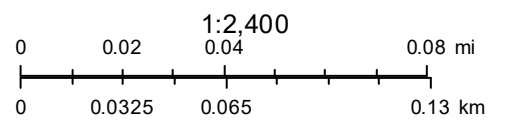
CABD/448

CABD/448

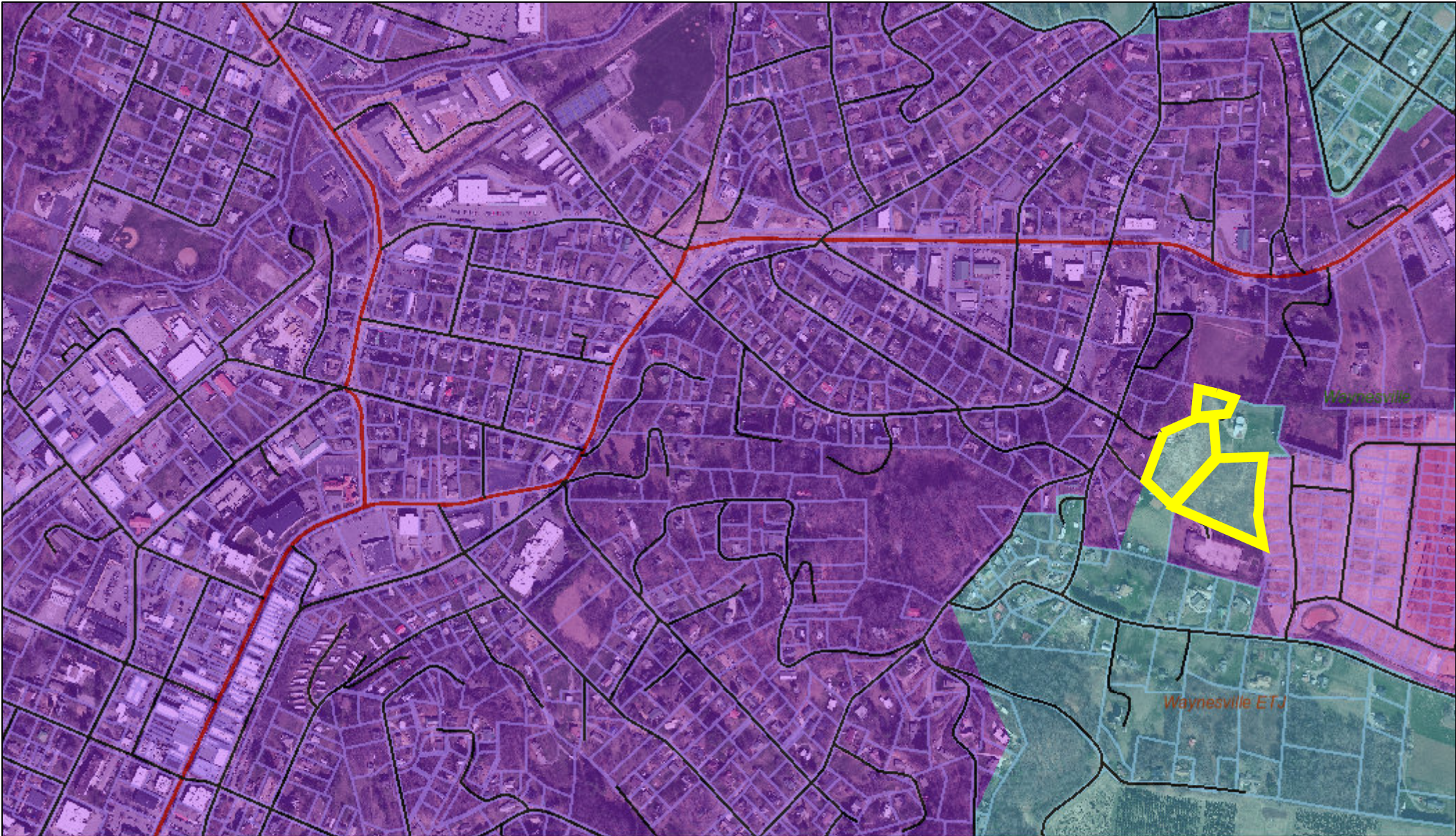
# Haywood County



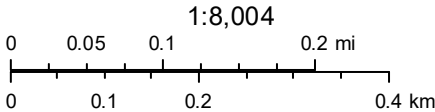
January 7, 2025



# Haywood County

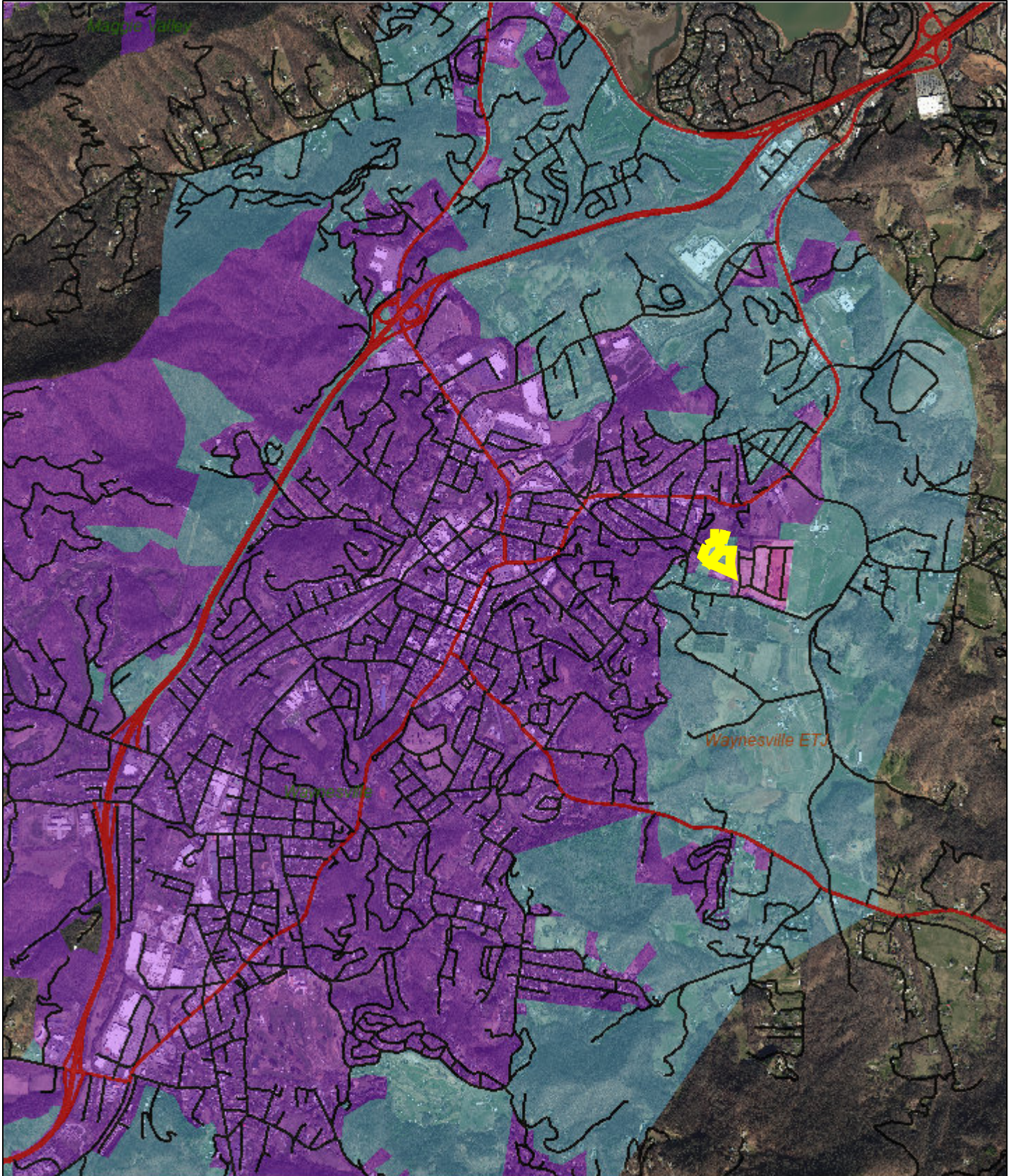


January 7, 2025

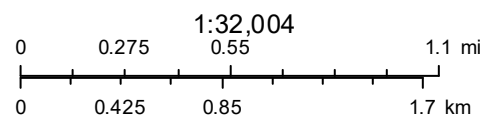




# Haywood County



January 7, 2025





## Report For

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

### Account Information

**PIN:** 8615-98-0766

**Deed:** 1054/716

CABD/2897

1108/379

### Site Information

QUEEN SUBDIVISION SUNNYSIDE

151 FARMWOOD TRL

**Heated Area:**

**Year Built:**

**Total Acreage:** 0.4

**Township:** Town of Waynesville

### Site Value Information

**Land Value:**

**Building Value:**

**Market Value:**

**Deferred Value:**

**Assessed Value:**

**Sale Price:** \$2,613,600

**Sale Date:** 1/31/2022

**Tax Bill 1:**

**Tax Bill 2:**



1 inch = 100 feet

January 7, 2025

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

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE  
16 S MAIN ST

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

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

Misc Cash Receipts

-----TOTALS-----

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

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

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

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

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

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

Name of Authorized Agent: Jay Harvey

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

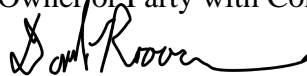
Address: 430 Lexington Street, Newton, MA 02466

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

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

This the 23rd day of December, 2024.

Owner or Party with Contractual Interest in Property:



Address and phone number:

David Roover, Manager

QP Allison LLC

430 Lexington Street, 2nd Floor

Newton, Massachusetts 02466

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: 1/14/25**

**SUBJECT** Presentation by Jo Melo

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Item Number:**

**Department:**

**Contact:** Jo Melo, Waynesville Resident

**Presenter:** Jo Melo

**BRIEF SUMMARY:** Ms. Melo submitted an application to present to Council regarding an issue with neighbor's barking dogs.

**MOTION FOR CONSIDERATION:** N/A

**FUNDING SOURCE/IMPACT:**

**ATTACHMENTS:** Haywood County Ordinance Report, Video of dog, neighbor letter.

**MANAGER'S COMMENTS:**

## HAYWOOD COUNTY ORDINANCE REPORT

1. **Chapter 10: General Provisions.** Section 10.99 provides that when any provision of the County Ordinances is prohibited declared a misdemeanor or declared to be unlawful but where no specific penalty is provided, such violation shall be a Class 3 Misdemeanor.
2. **Chapter 31: Emergency Management.** 31.13 provides that it is a Class 2 misdemeanor for violation of any provision of the Ordinance establishing the agency and its intent and purpose, the general powers, duties and responsibilities, the County Emergency Plan and Declaration of State of Emergency, unless provided by law pursuant to GS 14-288.20A.
3. **Chapter 50 Solid Waste Disposal.** Defines deposits of prohibited materials in County facilities, including dumpsters; and to place garbage outside authorized containers and other illegal dumping. 50.99 provides that any violation or failure to comply with requirements is a misdemeanor punishable by a fine of \$50 or maximum 30 days imprisonment pursuant to GS 14-4.
4. **Chapter 70 Parking Regulations.** Regulates abandoned motor vehicles and parking in the County parking garage and parking lot. 70.99 provides that violations subject to criminal penalty pursuant to GS 10.99 subject to 14-3.1(a).
5. **Chapter 90 Addressing and Road Naming.** 90.99 provides that destroying, marring, removing or defacing a street sign is a Class 3 Misdemeanor.
6. **Chapter 91 Animal Services.** Ordinance deals with keeping animals under restraint; cruelty to animals; confinement, muzzling and control of dangerous or vicious animals; animals creating a nuisance; interference with enforcement; rabies control; and impoundment. Ordinance provides for compliance with state law. 91.99 provides that any violations of provisions stated above are subject to criminal penalties and are declared to be a misdemeanor punishable pursuant to GS 14-4.
7. **Chapter 92 Fire Prevention.** Requires compliance with Volume V-Fire Prevention of State Building Code. Prohibits maintaining, storing or handling materials or conducting processes which produce conditions hazardous to life or property. Prohibits maintain a fire hazard as defined in the ordinance. Also causing the burning of another persons' property. Prohibits parking in front of a fire hydrant, fire station or fire lane. 92.99 provides that violations of the chapter constitute a general misdemeanor punishable by a fine not to exceed \$500 or imprisonment of not more than 30 days, or both.
8. **Chapter 93. Mobile Homes.** Sticker or label furnished by the Tax Assessor for the purpose of indicating to inspectors that the property has been listed for taxes must be prominently displayed. Violations are subject to 10.99, which provides that when any provision of the County Ordinances is prohibited declared a misdemeanor or declared to be unlawful but where no specific penalty is provided, such violation shall be a Class 3 Misdemeanor.

9. **Chapter 95. Noise Control.** Declares illegal any frequent, loud, disturbing and unnecessary (no business purpose) noises as defined in the ordinance. Violations of 95.02 (B)(8) - the use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such manner as to create loud or unnecessary grating, grinding, rattling, or other noise is subject to 10.99, which provides that when any provision of the County Ordinances is prohibited declared a misdemeanor or declared to be unlawful but where no specific penalty is provided, such violation shall be a Class 3 Misdemeanor.
10. **Chapter 96. Carrying of Concealed Weapons and Displaying of Firearms.** Unlawful to openly possess or display a firearm on County property, except where locked in a vehicle. Violation of GS 14-415.23(a) and GS 14-415.11(c).
11. **Chapter 98. Child Safety Zones.** 98.06 provides that violations carry fines of not less than \$500 or 30 days in jail for any registered sex offender that knowingly enters into or on the premises of recreation facilities recognized as child safety zones.
12. **Chapter 100. County Grounds Use Ordinance.** Defines permissible use and prohibited uses of county grounds (defined in the ordinance) and imposes permit requirements. 100.06 provide that violations are a Class III misdemeanor pursuant to GS 14-4 and GS 153A-123A (b).
13. **Chapter 113. Helicopter Sightseeing.** Declares helicopter sightseeing unlawful. Violations are a misdemeanor with fine not exceeding \$50.
14. **Chapter 114. Junkyards and Other Facilities.** Defines junkyards and imposes screening and fencing requirements. Certain permit requirements. 114.13 provides that violations constitute a misdemeanor punishable by a fine up to \$50 and maximum of 30 days imprisonment.
15. **Chapter 115. Wireless Telecommunications Facilities.** Requires special use permit. Sets forth tower height and design, and co-location requirements. Also regulates fall zones and setbacks, tower lighting and signage. Violations can result in criminal penalties under GS 153A-123.
16. **Chapter 116. Adult Entertainment Establishments.** Describes prohibited acts and conducts and requires a license. Regulates exterior of such businesses including signage. Regulates massages or baths administered by a person of the opposite sex. Prohibits persons under 21 from being on the premises as well as other regulations. Regulates adult motels, escort agencies, nude model studios and exhibition of sexually explicit films, videos and live performances. Regulates hours of operation. Could be subject to injunctions and prosecution for criminal violations.
17. **Chapter 117. Ambulance Service Regulations and Ambulance Operator Franchise.** Requires certain franchises and sets forth standards for drivers, vehicles and equipment. 117.98 provides that violations are a misdemeanor with penalties provided in GS 14-1.

18. **Chapter 150. Building Regulations.** Ordinance incorporates the State codes and requires compliance. Also incorporates building permit requirements to be issued by county inspections department. Requires applicant to provide certain designated documentation. Requires County Planner to review permits for new construction or substantial improvements, including review of locations as pertain to flood elevation. Requires review of subdivision proposals for certain compliance including public utilities, drainage to minimize flood damage. Requires review of water supply and sanitary systems. Establishes inspection fees. Sets forth duties of Inspection department. Violations of 150.20 Building Permit Required and 150.21 Review of Building Permits are subject to 10.99, which provides that when any provision of the County Ordinances is prohibited declared a misdemeanor or declared to be unlawful but where no specific penalty is provided, such violation shall be a Class 3 Misdemeanor.
19. **Chapter 151 Watershed Protection.** Regulates subdivision development. Regulates Public Water Supply Watersheds. Does not purport to repeal, modify or amend any federal or state law or regulation. Sets forth subdivision review procedures, subdivision standards and required improvements, and construction procedures. Establishes watershed areas including density and allowed uses. Includes regulations for manufactured/mobile home parks and recreational vehicles. Regulates cluster developments. Sets forth a minimum vegetative buffer for development activities. Establishes procedures to review land use activities. Creates Watershed Protection Permit process. Establishes Watershed Review Board including powers and duties. Establishes penalties for transferring lots in unapproved subdivisions. 151.99 provides that violations of the Chapter are punished according to GS 14-4(a) as a misdemeanor with maximum fine of \$50.
20. **Chapter 152A. Subdivision and Pre-Development.** Expands upon and updates Chapter 152, which was formerly entitled Pre-Development, as well as Chapters 150 and 151 as pertains to subdivision regulation. Incorporates heating, air conditioning, refrigeration, ventilation, electrical, fire prevention, gas, residential construction, modular construction, existing building codes, energy code, manufactured homes regulations, and handicapped accessibility codes. Requires compliances and issuance of permits. 152A.64 provides that anyone that subdivides or develops land in violation of the ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of land before the plat has been approved or and recorded, or any other violation of the provisions of the ordinance shall be guilty of a misdemeanor
21. **Chapter 153. Mountain Ridge Protection.** Regulates construction of Protected Mountain Ridges, defined as ridges whose elevation is at least 3,000 feet and whose elevation is 500 feet or more above the elevation of an adjacent valley floor. Requires issuance of permits prior to construction of buildings or structures. Sets for information required for application of a permit. 153.20 Permit required, provides that violations are subject to 10.99. 153.98 (C) Violations, provides that the enforcement officer may institute any appropriate action or proceedings.



22. **Chapter 154. Erosion and Sediment Control.** Establishes Haywood County Sediment Control Board, a local governing body under authority of GS 113A, Article 4 to regulate land-disturbing activities to control erosion and sedimentation and prevent pollution of waterways. Sets forth requirements for land-disturbing activities, including buffer zones, graded slopes and fills, ground cover and prior plan approval. Includes storm water drainage protections. 154.99 provides that violations can result in prosecution of a misdemeanor punishable by imprisonment not to exceed 90 days or a fine not to exceed \$5,000 or both.
23. **Chapter 155. Flood Damage Prevention.** Provides for establishment of special flood hazard areas, and requirements for development permits. Includes standards for subdivision approvals. Requires floodplain development permits. Designates local administrator with duties and responsibilities. Includes variance procedures. 155.52 provides that violations constitute a Class 3 misdemeanor pursuant to GS 14-4.
24. **Chapter 157. Manufactured Home Park.** Regulates establishment of manufactured home parks. 157.08 provides that violations of the chapter is a misdemeanor subject to the penalties and enforcement provisions of 153A-123.
25. **Chapter 159. Public Health and Solid Waste Awareness and Compliance.** Regulates solid waste storage, collection, transportation and disposal. 159.09 provides penalties that include Class 3 misdemeanor as provided in GS 153A-123(b) and GS 14-4 with a fine of up to \$50 per violation.
26. **Chapter 160. High Impact Development.** Designed to protect vulnerable populations. Covers asphalt plants, chemical facilities, explosives facilities, mining, quarrying or resource extraction, hazardous waste facilities, landfills and combustible and flammable bulk fuel facilities. Regulates location and includes screening and mitigation requirements. Inspection and permit requirements. 160.13 provides that violations shall be a misdemeanor subject to penalties and enforcement provisions of GS 153A-123.
27. **Chapter 161. Commercial Outdoor Sport Shooting Ranges.** Includes development requirements and performance standards. Permits required for new ranges. 161.13 provides that violations of the chapter subject to misdemeanor penalties and enforcement provisions of GS 153A-123.

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: 1/14/25**

**SUBJECT** Presentation by Dr John Mason

**AGENDA INFORMATION:**

**Agenda Location:** Presentation

**Item Number:**

**Department:** All funds

**Contact:** Dr. John Mason

**Presenter:** Dr. John Mason

**BRIEF SUMMARY :** Councilmember Feichter asked that this item be placed on the agenda. Dr. Mason is proposing to establish a "Walk-In Clinic" for local government employees and their families. The clinic would give the employees an alternative to the Urgent Care units and the Emergency Room at Haywood Regional Hospital. The employee fees would be paid through their Town sponsored health insurance policies.

**MOTION FOR CONSIDERATION:** Authorize the staff to work with Dr. Mason and staffs of the other Towns to explore the potential for the clinic.

**FUNDING SOURCE/IMPACT:** All funds

**ATTACHMENTS:** Dr. Mason's proposal.

**MANAGER'S COMMENTS:** The idea has merit if it can be worked out. The medical insurance industry is very complicated so I'm not sure whether Blue Cross and the other Town's insurance companies would have to negotiate pricing with Dr. Mason. Since we can't force our employees to use the practice, would the Towns need to guarantee a minimum monthly fee to keep the venture afloat?

# **Developing a Walk-In Medical Clinic For Waynesville, Maggie Valley, Clyde, and Canton Employees**

---

**Waynesville, North Carolina**

**1/4/2025**

**Presented to:**

**Waynesville Town Council**

**Prepared by:**

**John Mason M.D., M.B.A., F.A.A.E.M. F.A.A.E.M.**

Waynesville Medical Walk-In Clinic

Waynesville, North Carolina, and the surrounding towns of Maggie Valley, Clyde, and Canton, have dedicated employees that provide the crucial services which make these cities our home. Western North Carolina continues to struggle to provide high quality and timely primary medical care to its citizens. It has become increasingly difficult to find primary care providers in our area, and obtaining medical care is often delayed.

Many of our employees are forced to go to the Emergency Room to receive non-emergency care. ER's are notoriously expensive and time-consuming. Furthermore, when a child or spouse of one of the employees of Waynesville becomes ill, this often necessitates that the employee calls off work to obtain medical care for the child or spouse.

The employees of Haywood and Transylvania counties are provided with a medical walk-in clinic that helps to keep them and their families healthy and also helps to boost morale. I propose that the City of Waynesville provide the same service for its employees and for the employees of Maggie Valley, Clyde, and Canton.

Haywood Regional Medical Center would likely be eager to participate in the development of our new Walk-In Medical Clinic since they are always trying to strengthen their local outreach efforts. Pardee Hospital provides management and resources to the Transylvania Employee Walk-In Clinic. In the same way, HRMC could assist in the development of our Walk-In clinic, including assisting with the recruiting process for staff, providing supplies, medical billing, office location, as well as become involved in the day-to-day operations of the practice. HRMC has a great deal to gain by stopping the current patient loss they are experiencing to medical facilities in Ashville.

The practice would pay for itself since all our patients are already insured. I estimate that the total practice size, including the employees, spouses, and children, would exceed 1,000 covered lives. This number represents a "fully mature" practice. Primary care would initially be provided; however, ancillary services could be developed over time to enhance the capability of the practice.

**TOWN OF WAYNESVILLE COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: January 15, 2025**

**SUBJECT:** Continuation of the Public Hearing from December 10, 2024, Council meeting to consider text amendments related to floodplain regulations.

**AGENDA INFORMATION:**

**Agenda Location:** Old Business  
**Item Number:**  
**Department:** Development Services  
**Contact:** Olga Grooman  
**Presenter:** Olga Grooman

**BRIEF SUMMARY:**

On September 27, 2024, Tropical Storm Helene caused widespread damage to residential and non-residential structures in Waynesville. The proposed text amendments seek to strengthen the Town of Waynesville’s floodplain protection requirements, aligning them more closely with the recommendations of the North Carolina Department of Emergency Management. Strengthening local floodplain ordinances could help reduce future risks to life and property, while promoting public safety and community resilience.

After discussion at the last Council meeting, the text proposes an amendment to the ordinance to increase the required elevation from 1 ft to 2 ft above the base flood elevation (BFE) for all new construction and substantial repairs within the Special Flood Hazard Area (SFHA) regulatory floodplain which includes the floodway and “100 year” floodplain as designated on the FIRM maps. Additionally, the United States Department of Housing and Urban Development (HUD) has adopted a new rule that requires new construction (building permit applications submitted on or after January 1, 2025) within the regulatory floodplain to be elevated at least 2-feet above the base flood elevation (BFE) to qualify for Federal Housing Administration (FHA) insured mortgages. Council may also choose to table these amendments until a specific directive and requirement for an increased freeboard is received.

**MOTIONS FOR CONSIDERATION:**

1. Motion to find that the Ordinance is consistent / inconsistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest / not reasonable or in the public interest.
2. Motion to adopt (or table, or reject) the Ordinance as presented (or as amended).

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

**ATTACHMENTS:**

- Staff Report
- Signed Planning Board Report
- Consistency Worksheet
- Draft Ordinance
- Article by the Association of State Floodplain Managers

**MANAGER’S COMMENTS AND RECOMMENDATIONS:**

## Waynesville Town Council Staff Report

**Subject:** Text amendments related to floodplain regulations  
**Ordinance Section:** Land Development Standards (LDS) sections 4.4.2 and 17.5  
**Applicant:** Staff initiated text amendment, Development Services Department  
**Meeting Date:** January 14, 2025  
**Presenter:** Olga Grooman, Assistant Development Services Director

### Background:

Today is the continuation of the public hearing related to the floodplain text amendments from December 10<sup>th</sup>, 2024, Town Council meeting. The proposed text amendments seek to strengthen the Town of Waynesville's floodplain protection requirements and align them more closely with the recommendations of the North Carolina Department of Emergency Management. Strengthening local floodplain ordinances could help reduce future risks to life and property, while promoting public safety and community resilience. The proposed text amendments are based on the post-storm damage assessments, as well as feedback and recommendations from the NC Division of Emergency Management and the National Flood Insurance Program Coordinator.

The NC Emergency Management recommends a minimum freeboard of 2 ft for structures. Freeboard is the height added to the Base Flood Elevation as projected on the regulatory flood maps to account for factors that can contribute to flood heights during an event such as blockage of bridge openings, and the hydrologic effect of new development in the watershed. The experience of Tropical Storm Helene indicates that 1' above BFE was not enough to protect all structures from flood heights. By increasing the freeboard from 1' to 2', new construction and substantial repairs within the regulatory floodplain would be better protected in the future, and the Town codes would be up to date with current State and Federal standards.

Based on the staff's research, the following neighboring communities have already adopted a freeboard higher than 1 ft:

1. Town of Sylva: 2 ft
2. Jackson County: 2 ft
3. Town of Franklin: 2 ft
4. Town of Highlands: 2 ft
5. City of Brevard: 2 ft
6. Town of Black Mountain: 2 ft
7. Buncombe County: 2 ft
8. Town of Fletcher: 3 ft
9. City of Hendersonville: 2 ft
10. Henderson County: 2 ft
11. City of Asheville: 2 ft

Other nearby communities that still have a 1-ft freeboard include Haywood County, Canton, Clyde, and Maggie Valley. The Development Services department inspected a total of 446 structures for damage and watermarks, and 342 of these structures had at least some level of damage. Properties raised 1 ft above the Base Flood Elevation (BFE) suffered less damage, but even some of those experienced water incursion.

### Staff Recommended Text Changes:

Propose a 2-ft Regulatory Flood Protection Elevation, meaning that all new construction and substantial repairs within the regulatory floodplain will require the elevation of buildings, such that the top of the first habitable floor is at least 2 feet above the Base Flood Elevation (BFE).

## **Consistency with the 2035 Comprehensive Land Use Plan:**

The Planning Board found the proposed text amendments to the LDS to be consistent with the following 2035 Comprehensive Plan Goals:

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

- Promote conservation design to preserve important natural resources.

Goal 3: Protect and Enhance Waynesville's Natural Resources.

- Protect and enhance water quality and forests.
- Protect rural lands, iconic views, and mountain vistas; and

The proposal is reasonable and in the public interest because promotes safer construction, reconstruction, and repair of structures within the flood-prone areas, promoting safety of the residents and their properties.

## **Public Notices:**

This is a continuation of the public hearing from December 10<sup>th</sup>, 2024, Council meeting.

## **Attachments:**

- Cover Sheet
- Signed Planning Board Report
- Consistency Worksheet
- Draft Ordinance
- Article by the Association of State Floodplain Managers

## **Recommended Motions:**

1. Motion to find that the Ordinance is consistent / inconsistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest / not reasonable or in the public interest.
2. Motion to adopt (or table, or reject) the Ordinance as presented (or as amended).

*DRAFT ORDINANCE FOR COUNCIL'S CONSIDERATION*

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

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

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

**WHEREAS**, on September 27, 2024, Tropical Storm Helene caused widespread damage to residential and non-residential structures in Waynesville; and

**WHEREAS**, the destruction caused by the storm disrupted the lives of Waynesville residents and caused challenges for local businesses; and

**WHEREAS**, strengthening local floodplain regulations could help reduce future risks to life and property, and promote public safety and community resilience; and

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

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

**WHEREAS**, the Town Council find this ordinance consistent with the Town’s 2035 Comprehensive Land Use Plan and that it is reasonable and in the public interest, strengthening the floodplain regulations and promoting public safety, specifically meeting the following Comprehensive Plan goals:

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

- Promote conservation design to preserve important natural resources.

Goal 3: Protect and Enhance Waynesville’s Natural Resources.

- Protect and enhance water quality and forests.
- Protect rural lands, iconic views, and mountain vistas; and

**WHEREAS**, after notice duly given, a public hearing was held on **November 18, 2024**, at the regularly scheduled meeting of the Waynesville Planning Board, and on **January 14, 2025**, at the regularly scheduled meeting of the Waynesville Town Council;



**NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON JANUARY 14, 2025, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:**

That the Land Development Standards be amended as follows:

1. Amend Section 4.4.2 Measurement of Building Height as follows:

**E.** Allowance for foundations, basements and floodplain ordinance compliance: For either pitched or flat roofed structures, the first floor may be up to 4 feet above the average grade of the fronting sidewalk or primary facade, ~~or be one foot (1)~~ **or be two (2) feet (2')** above base flood elevation for the lot if within a special flood hazard area. Basements or under-stories below the highest adjacent grade and facing away from the structure's primary facade, do not count as stories for the measurement of building height.

2. Amend section 17.5 Definitions, Floodplain Damage as follows:

**0.2-Percent Annual Chance Flood-** The flood that has a 0.2-percent chance of being equaled or exceeded in any given year. This type of flood is also referred to as a 500-year flood (FEMA.gov).

**500-Year Flood Zone**, also known as **0.2% Annual Chance of Flood Hazard Zone**, is an area that has a 0.2% chance of experiencing a flood in any given year.

**Regulatory Flood Protection Elevation** means the Base Flood Elevation plus the Freeboard. In Special Flood Hazard Areas where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus ~~one (1) foot~~ **two (2) feet** of freeboard. In Special Flood Hazard Areas where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

ADOPTED this \_\_\_\_\_ Day of \_\_\_\_\_, 2025.

TOWN OF WAYNESVILLE

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

ATTEST:

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

APPROVED AS TO FORM:

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



September 30, 2024

## How Does HUD's New FFRMS Rule Impact FHA-Insured Projects?

On April 23, 2024, HUD adopted a [final rule](#) to implement the Federal Flood Risk Management Standard (FFRMS). For new construction of one- to four-unit residential properties located in a Special Flood Hazard Area (SFHA) and insured under FHA Single Family mortgage insurance programs, the rule revises HUD's Minimum Property Standards (MPS) to require that the lowest floor be at least two feet above base flood elevation (BFE).

If a community does not have a similar 2-foot freeboard requirement in its floodplain regulations, it risks severely limiting homeownership opportunities, as homebuyers may no longer be able to access HUD-financed homes in these areas.

To help floodplain managers navigate these changes, ASFPM has developed an [article](#) and this FAQ to clarify how the rule impacts your community and what you can do to ensure compliance.

### FAQ about the HUD FFRMS final rule requirements for the FHA mortgages

#### 1. What is an FHA loan?

Federal Housing Administration (FHA) loans are mortgages intended for certain borrowers who might find it difficult to obtain loans otherwise. The federal government insures FHA loans, which are issued by private lenders, such as banks and credit unions. So, in reality, FHA loans or mortgages are those insured by FHA mortgage insurance programs.

#### 2. What are HUD's Minimum Property Standards (MPS)?

Newly constructed single-family properties in HUD's mortgage insurance programs (this includes FHA single family and FHA multi-family programs) are generally required to meet HUD's Minimum Property Standards (MPS) under the federal regulations found in [24 CFR 200.926](#) through [200.926e](#). These property standards require that all newly constructed properties with a HUD-insured mortgage meet basic livability and safety standards and are code compliant.

### **3. What did the final rule change with concern to the Minimum Property Standards (MPS)?**

The final rule amends the MPS on site design, specifically the standards addressing drainage and flood hazard exposure. **This will decrease potential damage from floods, increase the safety and soundness of the property for residents, and provide for more resilient communities in flood hazard areas.**

More specifically, the final rule revises the MPS by requiring the lowest floor (including basements and other permanent enclosures) of newly constructed dwellings, within the special flood hazard area (SFHA or 1-percent-annual-chance floodplain), to be at least two feet above the base flood elevation as determined by best available information. For one- to four-unit housing under HUD's mortgage insurance and low-rent public housing programs, HUD's MPS previously required that new construction, located in the SFHA on the effective FIRM, be elevated to the effective FIRM base flood elevation. **This final rule adds two feet of additional elevation to the base flood elevation as a resilience standard.**

### **4. Doesn't the HUD final rule apply to the FFRMS floodplain?**

Most of the rule deals with the multitude of programs that are under HUD and yes, for those programs, there is the consideration of the FFRMS floodplain. However, for the FHA single-family mortgage program, the Minimum Property Standards (MPS) only apply to the FEMA SFHA.

### **5. What about substantial damage or substantial improvement?**

HUD's minimum property standards and the 2-foot freeboard requirement will only apply under the single-family FHA mortgage insurance program for new construction. However, typically when a community adopts a freeboard, it applies to both new construction and substantial damage/improvement communitywide, regardless of whether an FHA mortgage is involved.

### **6. What are the requirements for the purchase of manufactured homes insured under FHA Single Family programs?**

Manufactured homes have their own elevation requirements, which are separate from this rulemaking. Elevation requirements for the placement/installation of manufactured homes are found in [Part 3285 Manufactured Home Construction and Safety Standards](#). However, there is one additional applicable requirement to be aware of that may exceed Part 2385: *The finished grade level beneath the manufactured home shall be at or above the 100-year return frequency flood elevation (24 CFR 203.43f(c)(i)).*

### **6. I understand the HUD rule also contains new notification requirements for floodplain hazards; do those apply?**

While the new HUD rule floodplain hazard notification requirements apply to most HUD programs, they do not apply to the HUD single-family FHA mortgage program. However, a local

official will likely encounter HUD programs where the notification requirements do apply, such as with Section 8 housing vouchers, FHA's multi-family housing mortgage program, and with projects funded by HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) program. In the case of these other programs, the floodplain hazard notification requirements will apply for any party participating in a financial transaction for a property located in a floodplain and any current or prospective tenant. For more information, see Section E of the Final rule [here](#).

### **7. As a local official, who else should I help make aware of this new freeboard requirement?**

In addition to community leaders who may wish to update local codes and standards, it would be good to inform local builders and realtors who are active in the community as well as housing agencies and anyone who is involved with new construction in the floodplain.

### **8. Whose job is it to enforce the updated Minimum Property Standards?**

While a local floodplain manager must enforce all locally adopted floodplain management standards, HUD enforces the FHA minimum property standards for the purposes of evaluating whether to approve an FHA insured mortgage through FHA-approved appraisers. An FHA Roster Appraiser provides a preliminary verification of the property's compliance with HUD's Acceptability Criteria, including Minimum Property Requirements (MPR) and Minimum Property Standards (MPS). Mortgagees are primarily responsible for the final determination of the property eligibility. For new construction in SFHAs, the mortgagees rely on the builder's self-certified assessment of site analysis information ([HUD-92541](#)) and FEMA NFIP Elevation Certificate ([FF-206-FY-22-152](#)) to reach their determination. Additionally, they must ensure that flood insurance is obtained when required.

For more on the FFRMS final rule, [visit HUD's FAQ page](#).



To: Waynesville Town Council  
 Meeting Date: December 10, 2024  
 From: Olga Grooman, Assistant Development Services Director  
 Subject: Planning Board Report and Statement of Consistency  
 Description: Text amendments related floodplain regulations  
 Ordinance Section: Land Development Standards (LDS) sections 4.4.2, 12.3, and 17.5

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

1. A motion was made by board member Tommy Thomas and seconded by board member Michael Blackburn that the text amendments **are consistent with the Town’s 2035 Comprehensive Land Use Plan and are reasonable and in the public interest** because they meet the following goals of the 2035 Comp. Plan:

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

- Promote conservation design to preserve important natural resources.

Goal 3: Protect and Enhance Waynesville’s Natural Resources.


- Protect and enhance water quality and forests.
- Protect rural lands, iconic views, and mountain vistas; and

And that the proposal is reasonable and in the public interest because it promotes safer construction, reconstruction, and repair of structures within the flood-prone areas, promoting safety of the residents and their properties.

The motion carried unanimously.

2. Additionally, planning board member Tommy Thomas made a motion seconded by Board Chair Susan Teas Smith to **recommend the proposed text amendments to the Town Council as presented.**

The motion passed unanimously.

  
 Susan Teas Smith, Planning Board Chair

11/28/24  
 Date

  
 Esther Coulter, Administrative Assistant

11-25-24  
 Date



To: Waynesville Town Council  
From: Olga Grooman, Assistant Development Services Director  
Date: January 14, 2025  
Subject: Text Amendment Statement of Consistency  
Description: Text amendments to Flood Damage Prevention Ordinance  
Ordinance Section: Land Development Standards (LDS) sections 4.4.2 and 17.5  
Address: Town of Waynesville Planning Department (“Development Services Department”)

The Town Council hereby adopts the following statement(s):

The zoning text amendment **is approved and is consistent with the Town’s Comprehensive Land Use Plan** because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The zoning text amendment **is reasonable and in the public interest** because:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The zoning text amendment **is rejected because it is inconsistent with the Town’s Comprehensive Land Plan and is not reasonable and in public interest** because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In addition to approving this zoning amendment, this approval is **also deemed an amendment to the Town’s Comprehensive Land Use Plan**. The changes in conditions considered in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SUBJECT:** Formation of a 501(c)3 Nonprofit as an extension of the Downtown Waynesville Commission (DWC).

**AGENDA INFORMATION**

**Agenda Location:**

**Item Number:**

**Department:** Administration

**Contact:** Beth Gilmore, Executive Director, Downtown Waynesville Commission

**Presenter:** Beth Gilmore, Executive Director, Downtown Waynesville Commission

**BRIEF SUMMARY**

The Downtown Waynesville Commission (DWC) would like to establish a non-profit as an extension of the organization to use as leverage for grants and fundraising opportunities that are not available to municipalities. Several board members and I have had numerous discussions with N.C. Main Street leaders and a preliminary discussion with Town Attorney Martha Bradley, and we believe that a 501 (c)3 is the most appropriate non-profit classification for our purposes.

Town Attorney Bradley has agreed to work with the DWC to guide us through the process of forming the non-profit, preparing and filing documents on our behalf. The DWC board on July 16 voted unanimously in favor of creating a "Friends of Downtown Waynesville" 501(c)3 for the purpose of raising funds and channeling new grant opportunities. The goal is to enhance the DWC's operating budget with new sources of revenue.

The nonprofit will operate as an extension of the DWC according to a Memorandum of Understanding (MOU) with the Town of Waynesville, which will define the role of the nonprofit and standard operating procedures. Our next steps will be to work closely with Martha to form the nonprofit, define its role and establish the terms of the MOU.

The quasi-model is common among Main Street Communities throughout North Carolina. Among 72 designated communities, 35 are operate as quasi-public.

**MOTIONS FOR CONSIDERATION** Motion to allow DWC staff to proceed in the development of a non-profit extension of the DWC.

**ATTACHMENTS:**

N.C. Main Street Program Structures- August 2023

Organizational Structure Strengths

**MANAGER'S COMMENTS AND RECCOMENDATIONS**



## NC Main Street Program Structures - August 2023

	Quasi-Public-Private	City Dept.	501(c)(3)	501 (c)(4)	501(c)(6)
1	Albemarle (c)(3) (MSD)	Aberdeen	Asheboro	Marion & (c)(3)	Hickory & (c)(3)
2	Ayden (c)(3)	Benson	Brevard (MSD)	Mooresville (MSD)	
3	Belmont (c)(3)	Bessemer City	Edenton (MSD)		
4	Boone (c)(3) (MSD)	Cherryville	Lexington (MSD)		
5	Burlington (c)(3) (MSD)	Elkin (MSD)	Mebane		
6	Clinton (c)(3) (MSD)	Elon	Morehead City		
7	Concord (c)(6) (MSD)	Forest City	Mount Airy (MSD)		
8	Dunn (c)(3) (MSD)	Laurinburg (MSD)	New Bern (MSD)		
9	Eden (c)(3) (MSD)	Lenoir (MSD)	Rutherfordton (c)(3) (MSD)		
10	Elizabeth City (c)(3) (MSD)	Manteo	Sanford (MSD)		
11	Fuquay-Varina (c)(3)	Monroe (MSD)	Shelby (MSD)		
12	Garner (c)(3)	Murphy	Smithfield (MSD)		
13	Goldsboro (c)(3) (MSD)	Pilot Mountain	Statesville (MSD)		
14	Henderson (c)(3)	Pittsboro	Washington		
15	Hendersonville (c)(3) (MSD)	Rocky Mount (MSD)			
16	Hertford (c)(3)	Sylva			
17	Kinston (c)(3) (MSD)	Troy			
18	Lumberton (c)(4)	Valdese			
19	Mocksville (c)(3)	Waynesville (MSD)			
20	Morganton (c)(6)&(c)(4) (MSD)	Zebulon			
21	Newton (c)(3)				
22	North Wilkesboro (c)(3)				
23	Oxford (c)(3) (MSD)				
24	Reidsville (MSD) 501(c)(3)				
25	Roanoke Rapids (c)(3)				
26	Roxboro (c)(3)				
27	Salisbury (c)(3) (MSD)				
28	Spruce Pine (c)(3)				
29	Tarboro (c)(3)				
30	Tryon (c)(3)				
31	Wake Forest (c)(3) (MSD)				
32	Waxhaw (c)(3)				
33	Whiteville (c)(3) (MSD)				
34	Williamston (c)(3)				
35	Wilson (c)(3), (c)(6) (MSD)				
	<b>35 Quasi/Public</b>	<b>20 City</b>	<b>14</b>	<b>2</b>	<b>1</b>
	<b>17 with MSD's</b>	<b>6 with MSD's</b>	<b>10 with MSD's</b>	<b>1 with MSD</b>	

\*Note – Albemarle, New Bern, and Rocky Mount use MSD funds for capital improvements, not program management.





## Main Street Organizational Structures: Definition, Strengths, Challenges

**Qualifying as a Publicly supported 501(c)(3) organization means:** *An organization will qualify as publicly supported if it passes the one-third support test. If it fails that test, it may qualify under the facts and circumstances test.*

- **One-third support test.** *An organization will qualify as publicly supported if it normally receives at least one-third of its total support from governmental units, from contributions made directly or indirectly by the general public, or from a combination of these sources.*

### Strengths:

- Gives separation from any perception of government control
- Most foundations make grants available to 501(c)(3)'s
- Private individuals can deduct contributions
- Non-profits can offer creative alternatives for benefits

### Challenges:

- Financial records must demonstrate that funds are managed in accordance to (c)(3) guidelines
- Mission of organization and work plans must be clear & in accordance to guidelines
- Can't contribute to political campaigns & can only engage in limited lobbying
- Can't make substantial income from unrelated activities; such as consulting with other non-profits
  - IRS requires reporting any earnings over \$1,000 \*\*there are some exceptions to this rule

**A 501(c)(6) Non-Profit Organization:** *Generally, trade and professional organizations and can include Business/Merchant Associations, Home Builders Associations, Chambers of Commerce, Real Estate Boards.*

### Strengths:

- Enables businesses to deduct a portion of their membership dues/contributions to the organization
- Easy to obtain
- Scrutinized less closely
- Can conduct an unlimited amount of lobbying on behalf of its members (NCDDA)
- Organizations can represent their private partners more freely (business owners/property owners)

### Challenges:

- Not eligible for most grant opportunities
- Donations are not completely deductible
- Individual donations not deductible
- Fundraising can be more challenging than (c)(3)
- Tendency to only market to business members when you need more broad-based support (i.e. Chambers, Business Associations)

**A 501(c)(4) Non-Profit Organization:** *Created to further the common good and general welfare of the people of the community. Examples: civic groups, downtown improvement associations, and social action organizations.*

### Strengths:

- Can serve a wider range of beneficiaries than the (c)(6)
- Easy to obtain
- Less closely scrutinized by IRS
- Can represent their private partners more freely

### Challenges:

- Same as (c)(6)
- There is no tax benefit for anyone



**City Department Model:** *This model incorporates the Downtown Director as a city employee. Often within:*

- Planning
- Recreation and Parks
- Public Works
- Economic Development

Strengths:

- City/town takes a leading role
- Typically hires the director
- Recognizes downtown is or should be an economic driver
- Often goals can be achieved more quickly
- Provides or offers direction to staff & Provides more stability
- More staff resources
- Can appoint a downtown advisory board
- Advisors & council can have some say in determining budget and;

Challenges:

- Downtown businesses and property owners feel they have “less” ownership
- Expectation “*the city will take care of it*” lessening the public/private partnership
- City staff may drive the program rather than cultivating citizen involvement (*easier to do it yourself mentality*)
- Coordinator often asked to “wear too many hats” serving in a variety of roles rather than focusing on downtown
- City staff can feel stifled (creativity not encouraged)
- Inability to offer creative benefit alternatives to employee (i.e. insurance, leave, bonuses)
- Political leadership changes

**Quasi-Public Private:** *This model has a non-profit status associated with the organization and a board of directors who will have more influence than an advisory board. Typically, the Main Street coordinator is paid by the city and/or receives city benefits. Generally, this status includes:*

- Employee paid in part/full by the city
- A non-profit employee paid by city and/or;
- Allowed to receive city benefits

Strengths:

- Demonstrates “buy-in” from city
- Employee can/be a liaison
- Funding sources generally more stable
- More flexibility

Challenges:

- Possibly imposed restraints
- Political leadership changes
- Engaging the private sector
- Maintaining volunteerism

**TOWN OF WAYNESVILLE COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: January 14<sup>th</sup>, 2025**

**SUBJECT:** Consideration and possible approval of a logo for the Waynesville Historic Preservation Commission.

**AGENDA INFORMATION:**

**Agenda Location:**

**Item Number:**

**Department:** Development Services

**Contact:** Alex Mumby

**Presenter:** Alex Mumby

**BRIEF SUMMARY:**

The Waynesville Historic Preservation Commission would like to create a logo to represent them on their projects and official communications. The proposed logo features the Springhouse which is the last remaining structure of the White Sulphur Springs Hotel. Tourists came to Waynesville from across the country to visit the hotel and enjoy the natural sulfur springs on the property. The original hotel burned down in 1892, but remains an important part of Waynesville's history.

There are two options available to choose from. Logo Option A uses Times New Roman to spell out the Waynesville Historic Preservation Commission while Logo Option B uses a rougher font to emphasize the historic nature of Waynesville. The new logo would be used in conjunction with the Town of Waynesville Seal. The purpose is to represent the HPC on educational projects such as the Historic Tour Book and Historic Signs. The logo was created by A-to-Z Signs, a local sign maker here in Waynesville.

**MOTION FOR CONSIDERATION:**

1. Motion to approve the Waynesville Historic Preservation Logo.

**FUNDING SOURCES IMPACT:**

N/A

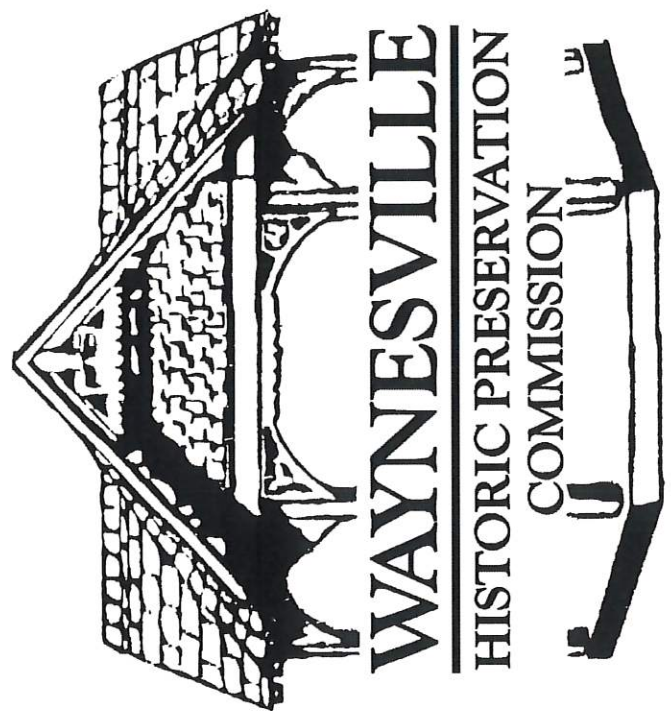
**ATTACHMENTS:**

- Images of the proposed logo

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

The Public Arts Commission and Downtown Waynesville Association also have a unique logo to identify themselves.

1516 SULPHUR SPRINGS RD - WAYNESVILLE, NC 28786 - 828-454-0983



LOGO OPTION A



LOGO OPTION B

*Please Note*

Please ensure that spelling of names, titles and text are correct. Review this proof for proper logo use and placement before approving your project. Upon approval, this proof will be used to produce your order.

SIGNSANDENGRAVING.NET

**SIGNS & ENGRAVING**

828-454-0983



Production Approval

Date: / /

**COUNCIL ACTION REQUEST**  
**Meeting Date 1/14/2025**

**SUBJECT:** Upgrade meter reading technology to be compatible with our software meters

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:**  
**Department:** Finance, Water, Sewer, and Electric  
**Contact:** Ian Barrett, Finance Director  
**Presenter:** Ian Barrett

**BRIEF SUMMARY:**

Toward the end of 2024, we received a quote to upgrade our meter reading software from N\_Sight to Neptune 360. We had been using meter readers that were lent to our department by the supplier to continue reading, but the time has come where we need to upgrade to provide a long-term solution and to keep such an integral part of our department running accurately. The old system, N\_sight, is no longer being supported, thus making this upgrade essential to our operations. To ease the financial burden, the purchase of this software would be split between Finance, Water, Sewer, and Electric, since it pertains to all of those departments. The total cost to upgrade is \$17, 834.50, which includes setup and training, the software itself, and mapping services.

**MOTION FOR CONSIDERATION:**

Approve upgrading our current meter reading software to allow for an efficient and timely delivery of billing .

**FUNDING SOURCE/IMPACT**

Finance- Professional Services ( \$1,000)	Finance- Materials and Supplies (\$2,000)
Water Maint- Professional Services (\$2,000)	Water Maint- Materials and Supplies (\$2,000)
Sewer Maint- Professional Services (\$2,500)	Sewer Maint- Materials and Supplies (\$2,500)
Electric- Professional Services (\$2,000)	Electric- Materials and Supplies (\$2,834.50)

**ATTACHMENTS:**

**MANAGER'S COMMENTS:**



# Bid Proposal for Neptune 360 Software Subscription

CUSTOMER	<b>CITY OF WAYNESVILLE</b> STOCK 129 LEGION DR WAYNESVILLE, NC 28786	<b>Job</b> Neptune 360 Software Subscription Waynesville, NC Bid Date: 12/12/2024 10:00 am Bid #: 3913004
	<b>Sales Representative</b> Mike Wallace (M) 828-767-1202 (T) 828-274-8282 (F) 828-274-8296 Mike.Wallace@coreandmain.com	<b>Core &amp; Main</b> 1129 Sweeten Creek Rd Asheville, NC 28803 (T) 8282748282
CONTACT		
NOTES		



Bid Proposal for Neptune 360 Software Subscription

CITY OF WAYNESVILLE

Job Location: Waynesville, NC

Bid Date: 12/12/2024 10:00 am

Core & Main Bid #: 3913004

Core & Main

1129 Sweeten Creek Rd

Asheville, NC 28803

Phone: 8282748282

Fax: 8282748296

Seq#	Qty	Description	Units	Price	Ext Price
10		<b>SOFTWARE SETUP &amp; IMPLEMENTATION</b>			
20		<b>ONE TIME FEE</b>			
30	1	NEPTUNE 360 SETUP & TRAINING 14099-001	EA	4,500.00	4,500.00
60		<b>NEPTUNE 360 SOFTWARE</b>			
70		<b>AMR ANNUAL SUBSCRIPTION</b>			
80	11030	NEPTUNE 360 SOFTWARE PER CONNECTED ENDPOINT 14099-106	EA	1.15	12,684.50
120		<b>OPTIONAL ANNUAL PURCHASE</b>			
130	1	NEPTUNE 360 MAPPING SERVICES 14099-010	EA	650.00	650.00
				<b>Sub Total</b>	<b>17,834.50</b>
				<b>Tax</b>	0.00
				<b>Total</b>	<b>17,834.50</b>

Branch Terms:

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only.

Customers should verify all materials & quantities prior to bidding or ordering.

Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch.

Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.

Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

We reserve the right to increase prices to address factors including but not limited to government regulations, tariffs, transportation, fuel, and raw material costs.

Delivery will commence based on manufacturer lead times. Any material deliveries delayed beyond manufacture lead times may be subject to price increases and/or applicable storage fees.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

**COUNCIL ACTION REQUEST**  
**Meeting Date 1/14/25**

**SUBJECT:** Designate the parking place adjacent to the handicapped space and 500 Hazelwood Avenue (Farm to Cake bakery) as a fifteen-minute loading zone.

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Public Services

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY:** Mayor Caldwell has been contacted by the owner of Farm to Cake bakery located at 500 Hazelwood Ave. with a request to establish a fifteen-minute loading zone in the parking space adjacent to her business. The current space is the only non- handicapped accessible space adjacent to her business. Currently, the space is occupied by vehicles much of the day leaving patrons without easy access to her business. She points out that this is the same situation that Candi's bakery faced on Main Street.

**MOTION FOR CONSIDERATION:** Approve fifteen-minute loading zone as indicated on attached map.

**FUNDING SOURCE/IMPACT** General Fund

**ATTACHMENTS:** Location map



**MANAGER'S COMMENTS:** See Above



# Proposed 15 Minute Loading Zone



**Legend**

-  Proposed Loading Zone
-  Parcels

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: 1/14/25**

**SUBJECT** 280 Georgia Avenue (Finance/Fire Dept.) Renovation bids

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** All Funds

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY** : The renovation involves repairing flood damage to the building, bringing the restrooms to ADA standards, and replacing the lighting with LED fixtures. The contract will require the bidder to complete the work in 90 days from the date of "Notice to Proceed". Parking lot repairs are not part of the contract since the asphalt plant may not be in operation during the time period specified in the bid document. We will separately bid the parking lot repair. It will be covered by the insurance settlement.

**MOTION FOR CONSIDERATION:** Approve Bid of John Burgin Construction Co. for renovation of Finance/Fire Building.

**FUNDING SOURCE/IMPACT:** All funds (The project will be financed through the insurance settlement the Town reached with our carrier. We have been compensated for our loss. The proceeds of the insurance settlement will cover 100% of the bid price.

**ATTACHMENTS:** Bid Tab, Bid of John Burgin.

**MANAGER'S COMMENTS:** The low bidder, Enterprise G, Inc did not possess a valid NC Contractor's License at the time of the bid opening, thereby excluding them from qualifying as a valid bidder. John Burgin Construction is the next low bidder.



Town of Waynesville Bids for RFP Renovation of the Fire/Finance Department

Materials::

Labor:

Total:

Company: Lowest-Highest Bid	Materials::	Labor:	Total:
Enterprise G, INC	\$60,260.29	\$158,399.64	\$218,659.93
John Burgin Construction	\$136,200.00	\$90,800.00	\$227,000
Ryse Construction	\$111,600.00	\$167,400.00	\$279,000.00
PBI, INC	\$117,507.93	\$259,953.70	\$377,461.63

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

## TOWN OF WAYNESVILLE

### PROPOSAL FORM


Waynesville Fire Department/Finance Office  
280 Georgia Avenue

DUE DATE: 1/7/2025

By submitting this proposal, the potential contractor certifies the following:

- An authorized representative of the firm has signed this proposal.
- It can obtain and submit to the Owner insurance certificates as required within five calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed price.
- All labor costs, direct and indirect, have been determined and included in the proposed price.
- All taxes have been determined and included in the proposed cost.
- The offeror has attended the conference (if applicable) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- The potential contractor has read and understands the conditions outlined in this RFP and agrees with them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (typically less) from the opening date, to furnish the subject services for a cost not to exceed.

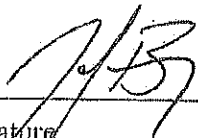
Company Name John Burgin Construction LLC	Bid Submitted By (Signature) 
Address 466 Hazelwood Ave	Printed Name and Title John Burgin
City State Zip Waynesville NC 28786	Email Address jburgin05@me.com
Telephone No. 828-734-6521	Federal Taxpayer ID No. 20-5667607

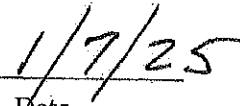


## BID SHEET

Waynesville Fire/Finance Department-280 Georgia Avenue

Materials	\$136,200
Labor	\$90,800
Total Project Cost	\$227,000

  
Signature

  
Date

### AFFIDAVIT A - Listing of the Good Faith Efforts

Town of Waynesville

Affidavit of JOHN BURGIN CONSTRUCTION LLC  
(Name of Bidder)

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. I have made a good faith effort to comply under the following areas checked:

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended Prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: 1/7/25 Name of Authorized Officer: JOHN BURGIN  
Signature: [Signature] Title: OWNER



State of North Carolina, County of Haywood  
Subscribed and sworn to before me this 3<sup>rd</sup> day of December, 2024  
Notary Public [Signature]  
My Commission expires 9/23/2028

## Identification of HUB Certified/ Minority Business Participation

I, JOHN BARKIN CONSTRUCTION LLC  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
--------------------------------	-----------	--------------------	-----------------------


\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 0

**John Burgin Construction LLC**

466 Hazelwood Ave  
Waynesville, NC 28786  
NCGCL# 59565  
828-734-6521

Firm information

Owner, John Burgin

North Carolina license Board For General Contractors number  
59565 unlimited unclassified building contractor

North Carolina license inboard for plumbing, and heating license number  
18670

Experience

40 years commercial construction

Project History, Remodels

Haywood County Board of Education

Mountain credit Union, Franklin

Haywood Family Eye, Waynesville

Red fox Restaurant, Waynesville

References

Odell Thompson 828-586-8686

Architect

Sylva NC

Scott Donald 828-508-5900

Architect

Asheville NC

Danny Wingate 828-734-6787

Supplier

Haywood Builders Supply

Ragan McBride 828-283-0282

Owner, Haywood family eye

No Litigation on any Projects




Information provided here is true under the penalties of perjury

Evaluation Criteria

John Burgin construction is prepared to start the project as soon as a notice to proceed is issued and permits are issued by the local jurisdiction.  
JBC is also prepared to complete the project to the advertised scope of work within 90 days barring any supply chain issues out of JBC's control.

Thanks for the opportunity on this project

 1/7/25

John Burgin.

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: 1/14/25**

**SUBJECT** Depot Street Bids

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:**

**Department:** Public Services

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY :** The Town contracted with the Engineering firm Mattern and Craig to design and administer the repair of the footings of the Depot Street Bridge damaged by Helene. The bids were opened on January 9, 2025. Bids were received. The apparent low bid was submitted by Appalachian Sitework for a bid of \$174,989.49. When the contractor mobilizes on site, the project should last approximately one month. As part of the process the Town has received a permit from the Corps of Engineers. It specifies protections for Richland Creek as the construction progresses.

**MOTION FOR CONSIDERATION:** Approve the low bid of Appalachian Sitework for a bid price of \$ \$174,989.49

**FUNDING SOURCE/IMPACT:** General Fund (The Town will apply to FEMA for 100% reimbursement)

**ATTACHMENTS:** Bid Tab, Bid of Appalachian Sitework

**MANAGER'S COMMENTS:** See above.



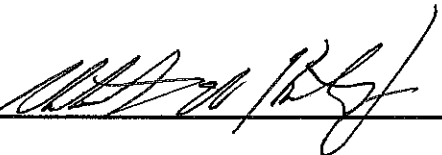
**DEPOT STREET BRIDGE BID TAB**  
**1/9/25**

**CONSTRUCTION FIRM**

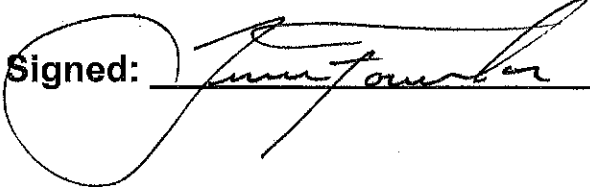
**LICENSE**

**BID**

APPALACHIAN SITEWORK		# 174,989.49
IPC STRUCTURES		# 286,525.00
HAYWOOD GRADING & EXCAVATING		# 299,121.00

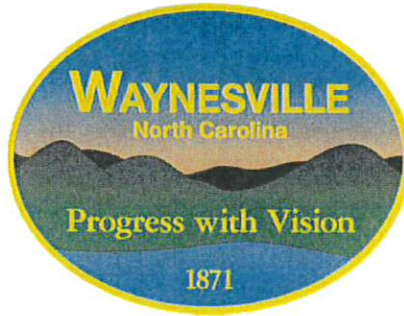
Signed: 

DATE: 1/9/2025

Signed: 

DATE: January 9, 2025





The Town of Waynesville Public Services Department  
Waynesville, North Carolina

Specifications and Bid Documents  
for  
Depot Street Bridge Emergency Repair

Commission No. 4625A  
Document Date: December 18, 2024  
Bid Date: Thursday, January 9, 2025 @ 3:00 PM

Mattern & Craig  
Engineers – Surveyors  
231 16<sup>th</sup> Ave NE  
Hickory, NC 28601

Engineer: Timothy J. Townsend, PE  
tjtownsend@matternandcraig.com  
(828) 855-2233

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders EJCDC C-200 2018, the General Conditions EJCDC C-700 2018, the Supplementary Conditions EJCDC C-800 2018, and the FEMA Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**The Town of Waynesville**  
**Public Services Department**  
**129 Legion Drive**  
**Waynesville, NC 29786**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- C. 44 C.F.R. PART 18 – Certification Regarding Lobbying (Pg. 8 FEMA Supplementary Conditions)

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices Indicated in Paragraph 3.02:

1. Lump Sum Price (Base Bid)

Lump Sum Bid Price for Total Construction Less Unit Price Bids	\$ 61,012.88
--	--------------

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization @ 15%	LS	1	\$25,756.50	\$ \$25,756.50
2	Foundation Excavation (Bridge)	CY	50	\$283.50	\$ \$14,175.00
3	Flowable Fill* (Bridge)	CY	135	\$374.40	\$ \$50,584.80
4	Structural Steel (Bridge)	LS	1	\$56,695.73	\$ \$56,695.73
5	Rip Rap, Class II	TON	100	\$277.77	\$ \$27,777.46
Total of All Unit Price Bid Items					\$ \$174,989.49

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum and Unit Prices)

**Total Bid Price (Total of all Lump Sum and Unit Price Bids)**

Two hundred thirty-six thousand two dollars and thirty-seven cents	(\$ 236,002.37 )
<b>(Printed Words)</b>	<b>(Numbers)</b>

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **30** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **45** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.



5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 7—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 7.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 7.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 7.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

- 7.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 7.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 7.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 8—BONDS AND INSURANCE**

##### **8.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- F. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- G. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

8.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- G. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's Interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- J. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- K. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

8.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other Insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 8.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. Include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

**8.04 *Builder's Risk and Other Property Insurance***

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

**8.05 *Property Losses; Subrogation***

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 8.04, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
  3. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out

of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- B. The waivers in this Paragraph 8.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- C. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 8.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any Insured loss under the builder's risk and other policies of property insurance required by Paragraph 8.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other Insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 8.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### ARTICLE 9—CONTRACTOR'S RESPONSIBILITIES

#### 9.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing

of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

9.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

9.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

9.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

9.05 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve



Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the Identity of the proposed Subcontractor or Supplier. Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- F. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- I. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 9.06 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 9.07 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 9.08 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall Indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03 - Reporting and Resolving Discrepancies.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

9.09 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written Interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

9.10 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground

Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 9.10.C.2 or 9.10.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 9.11 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 9.12 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an

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emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

**9.13 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and 2024 Standard Specifications for Roads and Structures and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 9.13 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 9.13:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or
  - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**9.14 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the Indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE 10—OWNER'S RESPONSIBILITIES**

**10.01 Communications to Contractor**

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

**10.02 Replacement of Engineer**

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

**10.03 Furnish Data**

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

**10.04 Pay When Due**

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

10.05 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

10.06 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(Individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(Individual's signature)*

Name:

\_\_\_\_\_  
Jason Ball  
*(typed or printed)*

Title:

\_\_\_\_\_  
President  
*(typed or printed)*

Date:

\_\_\_\_\_  
1-9-25  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

**FLOWABLE FILL:**

**Description**

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

**Materials**

Refer to Division 10 of the *2024 Standard Specifications*.

<b>Item</b>	<b>Section</b>
Flowable Fill	1000-7

**Construction Methods**

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

**Measurement and Payment**

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Flowable Fill	Cubic Yard





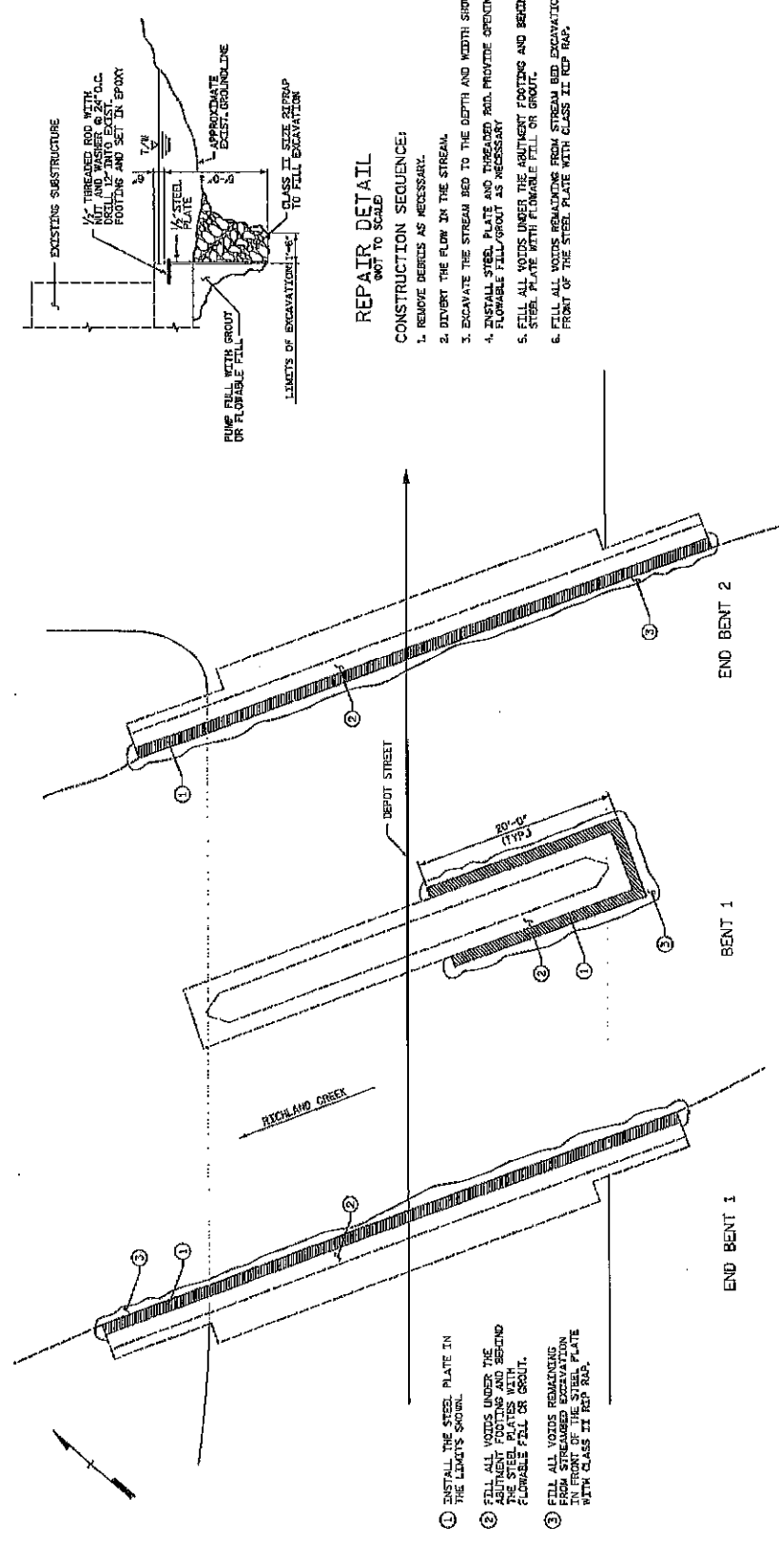


DATE	
REVISIONS	
NO. DATE	

Drawn By: MJC  
 Checked By: MJC  
 Date: 12-19-2024

Matthew C. Crisler  
 ENGINEER - CIVIL  
 2418 W. MARKET STREET  
 RICHMOND, NC 28804  
 (704) 771-1111

DEPOT STREET BRIDGE  
 EMERGENCY REPAIR PLANS  
 WAYNESVILLE, NC



**REPAIR DETAIL**  
 NOT TO SCALE

**CONSTRUCTION SEQUENCE:**

1. REMOVE DEBRIS AS NECESSARY.
2. DIVERT THE FLOW IN THE STREAM.
3. EXCAVATE THE STREAM BED TO THE DEPTH AND WIDTH SHOWN.
4. INSTALL STEEL PLATE AND WELDED END. PROVIDE SPACINGS FOR FLOWABLE FILL-GROUT AS NECESSARY.
5. FILL ALL VOIDS UNDER THE ADJUTANT FOOTING AND BEHIND THE STEEL PLATE WITH FLOWABLE FILL OR GROUT.
6. FILL ALL VOIDS REMAINING FROM STREAM BED EXCAVATION IN FRONT OF THE STEEL PLATE WITH CLASS II RCP RAP.

**TOTAL BILL OF MATERIAL**

3RD ITEM	UNIT	ESTIMATED QUANTITY
MOBILIZATION	LS	1
FOUNDATION EXCAVATION	CY	30
FLOWABLE FILL #	CY	100
STRUCTURAL STEEL	LS	1
RCP RAP, CLASS II	TON	50

# CONTRACTOR MAY USE GROUT INSTEAD OF FLOWABLE FILL.

**REPAIR PLAN SCHEMATIC**  
 SCALE: 3/4" = 1'

- NOTES:**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH NC DOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, 2024.
  2. PLACE STEEL PLATES IN 10 FOOT MAX SECTIONS.
  3. FOR FLOWABLE FILL SEE SPECIAL PROVISION.
  4. IF HARD ROCK IS ENCOUNTERED ABOVE THE 5'-0" DEPTH, THE DEPTH OF THE STEEL PLATE SHALL BE ADJUSTED TO THE TOP OF HARD ROCK ELEVATION.
  5. THE ENGINEERS REPRESENTATIVE SHALL VERIFY THE EXTENTS OF THE REPAIRS IN THE FIELD PRIOR TO BEGINNING ANY EXCAVATION.
  6. THE CONTRACTOR SHALL TAKE CARE NOT TO ALLOW THE FLOWABLE FILL OR GROUT FROM ENTERING THE CREEK.
  7. GROUT SHALL BE TYPE 1 OR TYPE 2 PER SECTION 1003 OF THE STANDARD SPECIFICATIONS.
  8. THE COST OF THE TREADED BARS, WASHERS, NUTS, AND EPOXY SHALL BE INCIDENTAL TO THE VARIOUS PAY ITEMS.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Appalachian Stew<sup>th</sup> INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: 

Name: Jason Ball

Title: President

Date: 1-9-25