

#9



ORIGINAL

Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **00180475-000**

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HAYWOOD COUNTY GOVERNING BODY
215 N MAIN STREET
COURTHOUSE-THIRD FLOOR
WAYNESVILLE, NC 28786

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MCGILL ASSOCIATES PA
P.O. BOX 2259
ASHEVILLE, NC 28802

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GB
HAYWOOD COUNTY GOVERNING BODY
215 N MAIN STREET
COURTHOUSE-THIRD FLOOR
WAYNESVILLE, NC 28786

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
828-231-6845 CELL		828-252-2518				ENGINEERING SVCS-JCRK SOIL P	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
11/29/2017	2224				GOVERNING BODY		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	ENGINEERING SERVICES FOR JONATHAN CREEK SOIL RECLAMATION PROJECT 2017 AS APPROVED BY BOCC 11/20/17 - TO ASSIST WITH SURVEY, CIVIL ENGINEERING DESIGN, PERMITTING & CONSTRUCTION OBSERVATION FOR PROPOSED FILL SITE LOCATED @ CORNER OF US 276 & POTTS DR - PIN #8607-27-9452, TO REMOVE 9.29 ACRES FROM FLOODPLAIN, EXCESS SOIL FROM PUBLIX SITE TO BE PLACED & COMPACTED AT SITE TO AVOID IMPACTS TO EXISTING FLOODWAY			1.0	EA	\$19,660.00000	\$19,660.00
	GB ENGINEERING SVCS-J HAYWOOD COUNTY GOVERNING BODY 215 N MAIN STREET COURTHOUSE-THIRD FLOOR WAYNESVILLE, NC 28786 Phone: 828-452-6625 FAX: 828-452-6715						
	11 -4920-569900-EcD2						\$19,660.00
	11 -4920-569900-EcD2						19,660.00

Purchase Order Total

\$19,660.00

Donna Corpening

From: Julie Davis
Sent: Wednesday, November 29, 2017 12:39 PM
To: Donna Corpening
Subject: Re: Line item for \$19,660 for McGill Services for J Crk Soil Reclamation Prj 2017

It's under economic development. I think it starts with 114920. There is a line item in the economic development department that has \$60,000 budgeted.

114920-562700-ED2
OK [unclear] EDU

Sent from my iPad

On Nov 29, 2017, at 12:08 PM, Donna Corpening <dcorpening@haywoodnc.net> wrote:

Julie,

Do you have the Line item for \$19,660 for McGill Services for J Crk Soil Reclamation Prj 2017? David is going to send me the signed contract when he returns so I can do the PO.

Thanks

Donna

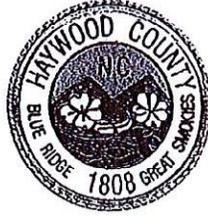
<image001.jpg>

Determination: Great goals require great effort. Keep going!

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it, may be considered public record and as such are subject to request and review by anyone at any time.

BOARD OF COMMISSIONERS

J. W. "KIRK" KIRKPATRICK, III, CHAIRMAN
BILL L. UPTON, VICE CHAIRMAN
L. KEVIN ENSLEY
MICHAEL T. SORRELLS
BRANDON C. ROGERS



INTERIM COUNTY MANAGER
JOEL MASHBURN

COUNTY ATTORNEY
LEON M. KILLIAN, III

HAYWOOD COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST

**Must be presented to the County Manager's Office
no later than 5:00 p.m. Friday 10 days before the meeting**

DATE OF REQUEST: 11-16-17

FROM: David Francis

MEETING REQUEST DATE: 11-20-17

*Regular meetings: First (1st) Monday of the month at 9:00 a.m.
Third (3rd) Monday of the month at 5:30 p.m.*

REQUEST: Approval of contract for McGill Associates to provide engineering and surveying services at the Jonathan Creek property needed to move 25,000 cubic yards of soil.

BACKGROUND AND PLAN: Haywood County has agreed to take 25,000 cubic yards or more of soil from the Publix site to the County owned property at Jonathan Creek. Moving and placing the soil in the floodplain will remove between 8 to 10 acres from the floodplain. This will give the County the ability market for economic development or other County purposes.

FINANCIAL: ^{9.29} There are budgeted funds in from the economic develop line item.

SUPPORTING ATTACHMENT: YES

POWERPOINT PRESENTATION: NO

PERSON MAKING PRESENTATION: David Francis
TITLE: Program Administrator
PHONE NUMBER: 828-452-6625
EMAIL: david.francis@haywoodcountync.gov



November 15, 2017

Mr. David Francis, County Administrator
Haywood County
215 North Main Street
Waynesville, North Carolina 28746

RE: Proposal for Engineering Services
Jonathan Creek Soil Reclamation Project 2017
Haywood County, North Carolina

Dear Mr. Francis:

Thank you for requesting McGill Associates to provide this proposal to assist Haywood County with survey, civil engineering design, permitting, and construction observation for the proposed fill site located at the corner of US 276 and Potts Drive, PIN 8607-27-9452. Based on our previous discussions, it is anticipated that approximately 25,000 cubic yards of excess soil from another project will be placed and compacted at the site to avoid impacts to the existing floodway. The following is a breakdown of our proposed scope of services for this project:

TOPOGRAPHIC SURVEY

1. Establish geodetic survey control in the project area tied to NAD83(2011) and NAVD88 (GEOID12B) for field surveying and mapping efforts.
2. Provide topographic mapping of the project area, as defined on the attached Survey Scope Map, to include above ground, visible planimetric features, accessible piping networks, roads, buildings, utility markings, and structures to produce a digital terrain model suitable for producing a one-foot contour interval. Mapping to be provided at 1" = 50' scale in digital and paper formats.
3. Contact NC One Call and request utility locations for areas at the project site. Due to the schedule for obtaining topographic survey, utility markings will not be included in the survey work. If it is determined that utilities need to be included with the base survey information, this will be billed as an additional service in accordance with the attached Basic Fee Schedule.

DESIGN AND PERMITTING

1. Complete an initial site investigation with the design team to review base survey information, existing utilities, and feasibility of the proposed improvements.

2. Develop an existing conditions and demolition plan.
3. Coordinate with the North Carolina Department of Transportation (NCDOT) on driveway location and submit driveway permit application if necessary.
4. Create a final grading, stormwater, and erosion control plan with supporting calculations, narratives, and completed forms for permit submittals. Grading plan will be based on the assumed 25,000 cubic yards of import and fill depths to achieve a proposed elevation of one foot above base flood elevation within the project area.
5. Schedule and attend an Express Review Permit meeting with the North Carolina Department of Environmental Quality (NCDEQ) Land Quality Section.
6. Revise plans, calculations, and narratives as necessary from DEQ feedback received at the Express Review Permit meeting. Re-submit for final approval.
7. Prepare Flood Development Permit and Submit to Haywood County.
8. Revise plans to address comments received from the various permitting authorities listed above and re-submit as necessary for final approval.
9. Prepare final project plans and specifications, and bid documents.

BIDDING AND AWARD

1. Distribute bid documents to prospective bidders. Bidders list will be provided by Haywood County.
2. Address questions during the bid process and coordinate issuance of addenda as necessary.
3. Review bid packages for completeness and provide a recommendation of award for the lowest responsive and responsible bidder.
4. Assist Haywood County in the final preparation and execution of the construction contract documents and with verification of Performance Bonds, Payment Bonds, and Insurance Certificates for compliance.

CONSTRUCTION STAKING/LOMR-F CERTIFICATION

1. Provide construction staking survey services to locate the limits of the floodway, grade stakes for proposed grading, and location/elevation information for proposed erosion control or stormwater for the project. Staking damaged by the Contractor that will need

2. Develop an existing conditions and demolition plan.
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4. Create a final grading, stormwater, and erosion control plan with supporting calculations, narratives, and completed forms for permit submittals. Grading plan will be based on the assumed 25,000 cubic yards of import and fill depths to achieve a proposed elevation of one foot above base flood elevation within the project area.
5. Schedule and attend an Express Review Permit meeting with the North Carolina Department of Environmental Quality (NCDEQ) Land Quality Section.
6. Revise plans, calculations, and narratives as necessary from DEQ feedback received at the Express Review Permit meeting. Re-submit for final approval.
7. Prepare Flood Development Permit and Submit to Haywood County.
8. Revise plans to address comments received from the various permitting authorities listed above and re-submit as necessary for final approval.
9. Prepare final project plans and specifications, and bid documents.

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2. Address questions during the bid process and coordinate issuance of addenda as necessary.
3. Review bid packages for completeness and provide a recommendation of award for the lowest responsive and responsible bidder.
4. Assist Haywood County in the final preparation and execution of the construction contract documents and with verification of Performance Bonds, Payment Bonds, and Insurance Certificates for compliance.

CONSTRUCTION STAKING/LOMR-F CERTIFICATION

1. Provide construction staking survey services to locate the limits of the floodway, grade stakes for proposed grading, and location/elevation information for proposed erosion control or stormwater for the project. Staking damaged by the Contractor that will need

to be reset will be billed as additional services in accordance with the attached Basic Fee Schedule.

2. Provide as-built topographic survey of the project area to confirm fill elevations relative to base flood elevation.
3. Prepare LOMR-F Certification documentation and submit for approval.

CONSTRUCTION ADMINISTRATION AND OBSERVATION

1. Attend the pre-construction conference.
2. Review shop drawings submittals as required for erosion control materials.
3. Make visits to the site to observe the progress and quality of the executed work to determine if the work is proceeding in general accordance with the plans and specifications, and notify the Owner and Contractor in writing of observed work that is failing to conform. An estimated four (2) trips are included for this task.
4. Provide contract administration services including assisting Haywood County with review of applications for payment, requests for change order or claims received from the Contractor, and general enforcement of the contract documents.
5. Make final site visit of the completed construction and determine if the work has been completed in general accordance with the permitted documents and establish one year warranty period.
6. Assist Haywood County with one warranty site visit as requested.

PROPOSED FEE

We anticipate providing the above services at the following lump sum fees:

Topographic Survey	\$ 2,410.00
Design and Permitting	\$ 6,700.00
Bidding and Award	\$ 2,100.00
Construction Staking/LOMR-F Certification	\$ 3,500.00
<u>Construction Administration and Observation</u>	<u>\$ 4,950.00</u>
Total Lump Sum Fee	\$19,660.00

Our fees for Construction Administration are based on the scope provided above and the assumed construction period for the site portion of the project of approximately two (2) months. If a different schedule is desirable, we can revise this fee accordingly.

The above fees do not include geotechnical services before or during construction, structural design, easement documents, application or approval fees (which should be paid directly by Owner).

ASSUMPTIONS

This proposal assumes the following:

1. Existing easements, as required to be identified and provided by regulatory and approving agencies, should be provided by Owner.
2. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested.
3. Existing stormwater facilities are immediately adjacent to the site, are available for connection, and are sufficient size and capacity to accept the stormwater runoff from this site, and are of sufficient condition that will not require upgrading downstream piping.
4. Relocation of existing utilities and coordination with applicable service providers is not included in the above scope of services.
5. Revisions to the plans that are required due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
6. Drawing sets will be provided as necessary for agency approval and permitting. Final approved drawings will be provided to your office in .pdf format for inclusion in bidding and construction documents. Hard copies for printing will be billed as a separate reimbursable expense upon request.
7. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.
8. Construction materials testing services are not included in the above scope of services.
9. No variance requests are included in this scope of services.
10. As-built surveying for the LOMR-F Certification assumes one trip for field work. If it is determined that the proposed fill has not been installed at the proper elevation, additional field work to obtain final as-built topographic will be billed as additional services in accordance with the attached Basic Fee Schedule.

11. Changes required due to contractor error will be considered additional cost services.
12. Private utility locate services are not included in the above scope of services.
13. Jurisdictional determinations for wetlands or streams located on the property are not included in the above scope of services.
14. Services for tasks other than those specifically detailed above are not included in the above fees.

Thank you for the opportunity to work with you on this project. If you have any questions concerning this proposal or any element of our work, please do not hesitate to contact me. If the above is acceptable to you, please sign and return the attached Consulting Services Agreement along with this letter to our office as your notice to proceed.

Sincerely,
McGILL ASSOCIATES, P.A.

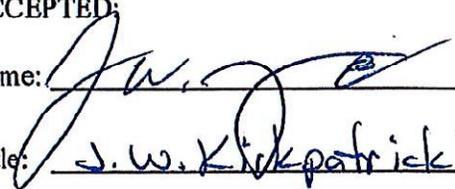


SCOTT BURWELL, PE
Project Manager

Attachments: Survey Scope Map
Consulting Services Agreement
Basic Fee Schedule

cc: Mark Cathey, PE, McGill Associates, PA (via email)

ACCEPTED:

Name: 

Title: J.W. Kirkpatrick, III, Chairman, Board of Commissioners

Date: 11/20/17

CONSULTING SERVICES AGREEMENT

This contract entered into this 20 day of November, 2017 by and between Haywood County, NC hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Proposal for Services letter dated November 15, 2017, to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. McGill Associates will reperform any services not meeting this standard without additional compensation.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders executed by both parties.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Proposal for Engineering Services letter dated November 15, 2017, attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, under the

North Carolina Constitution, the client is not permitted to make payment for services not performed. McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for full performance of the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates and the Client. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold harmless McGill Associates, its agents, employees, officers, directors and subcontractors, to the fullest extent permitted by North Carolina law and subject to all defenses allowable under North Carolina law, from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

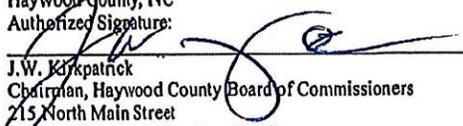
15. Choice of Law: This Agreement shall be construed, governed, and enforced by and in accordance with the laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the Haywood County Superior Court of the State of North Carolina should litigation arise between the parties.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

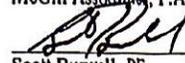
17. Attachments to this document:

1. Proposal for Engineering Services Letter dated November 15, 2017.
2. Basic Fee Schedule
3. Survey Scope Map

Haywood County, NC
Authorized Signature:


J.W. Kirkpatrick
Chairman, Haywood County Board of Commissioners
215 North Main Street
Waynesville, North Carolina 28746

McGill Associates, P.A.


Scott Burvell, PE
Project Manager
55 Broad Street
Asheville, North Carolina 28801



BASIC FEE SCHEDULE

September 2017

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$190.00
Program Services Manager I	\$150.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Senior Project Manager III	\$175.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
Mechanical Engineer I	\$105.00
Mechanical Engineer II	\$115.00
Mechanical Engineer III	\$125.00
Mechanical Engineering Associate I	\$ 85.00
Mechanical Engineering Associate II	\$ 90.00
Mechanical Engineering Technician I	\$ 80.00
Mechanical Engineering Technician II	\$ 90.00

Mechanical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$135.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00
Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Construction Project Coordinator	\$ 75.00
Planner I	\$ 95.00
Planner II	\$110.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 70.00
Survey Technician II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 75.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

**FINANCIAL RESPONSIBILITY/OWNERSHIP FORM
SEDIMENTATION POLLUTION CONTROL ACT**

No person may initiate any land-disturbing activity on one or more acres as covered by the Act before this form and an acceptable erosion and sedimentation control plan have been completed and approved by the Land Quality Section, N.C. Department of Environment and Natural Resources. (Please type or print and, if the question is not applicable or the e-mail and/or fax information unavailable, place N/A in the blank.)

Part A.

Jonathan Creek Soil Reclamation Project

1. Project Name _____
2. Location of land-disturbing activity: County **Haywood** City or Township _____
Highway/Street **US- 276** Latitude **35d 32'40"° N** Longitude **83d 01'32"° W**
3. Approximate date land-disturbing activity will commence: **December 2017**
4. Purpose of development (residential, commercial, industrial, institutional, etc.): **Commercial**
5. Total acreage disturbed or uncovered (including off-site borrow and waste areas): **9.29**
6. Amount of fee enclosed: **\$2,650.00**. The application fee of \$65.00 per acre (rounded up to the next acre) is assessed without a ceiling amount (Example: a 9-acre application fee is \$585).
7. Has an erosion and sediment control plan been filed? Yes _____ No _____ Enclosed **XX**
8. Person to contact should erosion and sediment control issues arise during land-disturbing activity:
Name **David B Francis** E-mail Address **david.francis@haywoodcountync.gov**
Telephone **828/452-6625** Cell # **828/400-0212** Fax # **828/452-6715**
9. Landowner(s) of Record (attach accompanied page to list additional owners):
Haywood County **828/452-6625** **828/452-6715**
Name _____ Telephone _____ Fax Number _____
215 N Main Street
Current Mailing Address _____ Current Street Address _____
Waynesville NC 28786
City _____ State _____ Zip _____ City _____ State _____ Zip _____
10. Deed Book No. **715** Page No. **657** Provide a copy of the most current deed.

Part B.

1. Person(s) or firm(s) who are financially responsible for the land-disturbing activity (Provide a comprehensive list of all responsible parties on an attached sheet):
Joel Mashburn **joel.mashburn@haywoodcountync.gov**
Name _____ E-mail Address _____
215 N Main Street
Current Mailing Address _____ Current Street Address _____
Waynesville NC 28786
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Telephone **828/452-6625** Fax Number **828/452-6712**

2. (a) If the Financially Responsible Party is not a resident of North Carolina, give name and street address of the designated North Carolina Agent:

Name _____ E-mail Address _____
 Current Mailing Address _____ Current Street Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 Telephone _____ Fax Number _____

- (b) If the Financially Responsible Party is a Partnership or other person engaging in business under an assumed name, **attach a copy of the Certificate of Assumed Name**. If the Financially Responsible Party is a Corporation, give name and street address of the Registered Agent:

Name of Registered Agent _____ E-mail Address _____
 Current Mailing Address _____ Current Street Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 Telephone _____ Fax Number _____

The above information is true and correct to the best of my knowledge and belief and was provided by me under oath (This form must be signed by the Financially Responsible Person if an individual or his attorney-in-fact, or if not an individual, by an officer, director, partner, or registered agent with the authority to execute instruments for the Financially Responsible Person). I agree to provide corrected information should there be any change in the information provided herein.

Joel Mashburn

Interim County Manager

Type or print name _____

Title or Authority _____

Joel Mashburn
 Signature

11-21-17
 Date

I, Tracy L. Wells, a Notary Public of the County of Haywood

State of North Carolina, hereby certify that Joel Mashburn appeared personally before me this day and being duly sworn acknowledged that the above form was executed by him.

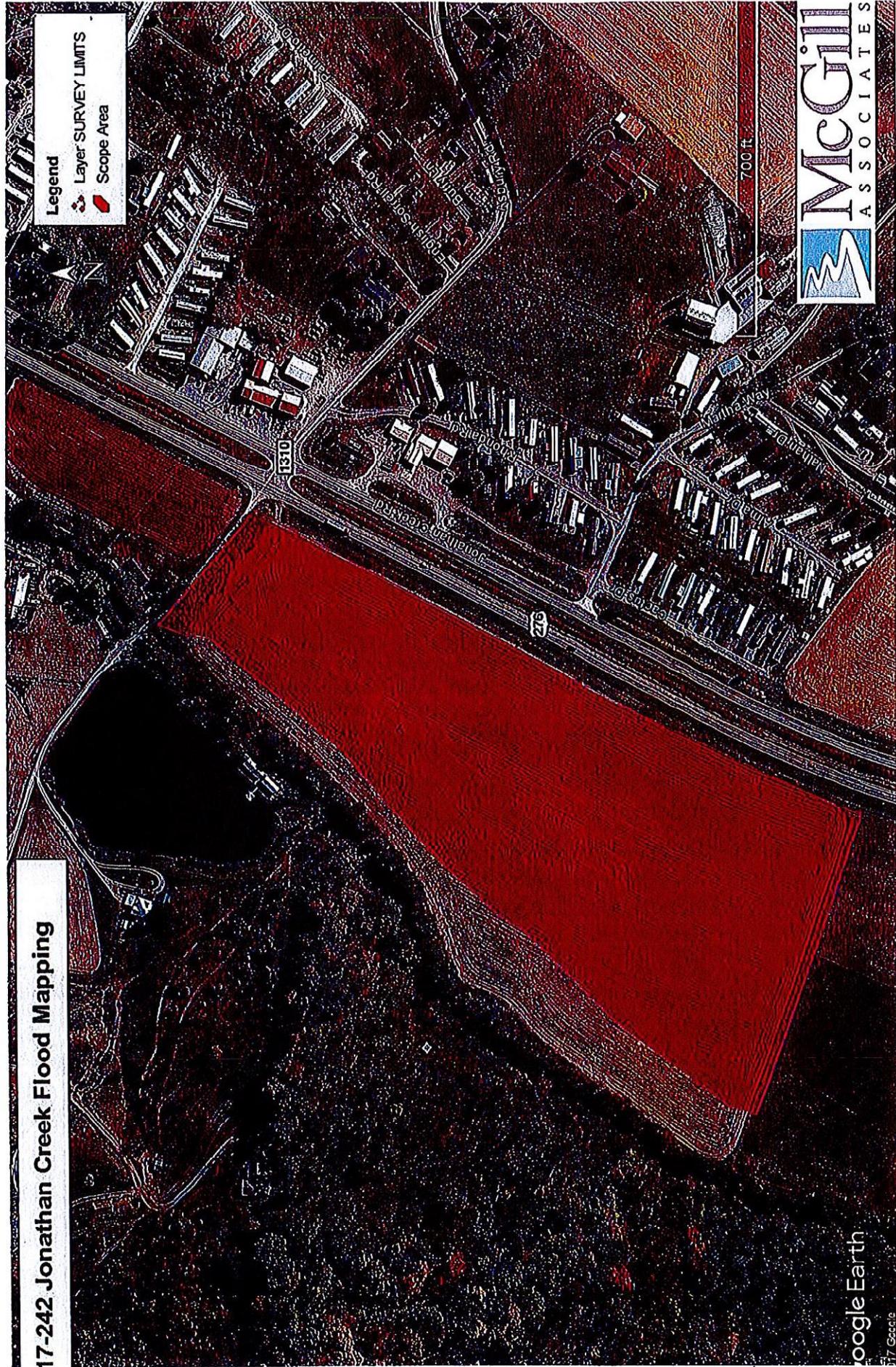
Witness my hand and notarial seal, this 21st day of November, 20 17



Tracy L. Wells
 Notary

My commission expires 11-14-2021

17-242 Jonathan Creek Flood Mapping



Legend

- Layer SURVEY LIMITS
- Scope Area

