

August 21, 2026

Haywood County Tourism Development Authority (HCTDA)
Corrina Ruffieux, Executive Director
91 N Lakeshore Dr. Suite 2
Lake Junaluska, NC 28745

**Subject: Haywood County Project Development Planning
Agreement for Professional Services**

Dear Corrina,

This letter confirms our mutual understanding and constitutes our agreement ("Agreement") that J.L. Robinson, Inc., a South Carolina corporation doing business as Robinson Design Engineers ("Engineer" or "RDE") shall furnish the Haywood County Tourism Development Authority ("Client" or "HCTDA") professional services ("Services") as described below in connection with the subject project ("Project"). In addition, RDE's General Conditions of Service are attached to this Agreement and incorporated into it by reference.

1. Services

- 1.1.** RDE shall perform the Services described in the attached Scope of Services, marked as **Exhibit A**.
- 1.2.** RDE and HCTDA agree to work together on the basis of mutual trust, good faith, and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient, and economical manner.
- 1.3.** The standard of care for professional services performed by RDE under this Agreement as Services shall be in accordance with the standard of professional skill and care required for a design professional performing the same or similar scope of services, on a project of similar size, scope, and complexity, during the time in which the professional services are provided.

2. Compensation

- 2.1.** HCTDA shall compensate RDE as described in the attached Compensation Summary, marked as **Exhibit B**.
- 2.2.** Reimbursable Expenses made by RDE in conjunction with the Services are included in the compensation for Services.
- 2.3.** If the Scope of Services is changed materially, the amount of compensation shall be equitably adjusted.

3. Invoicing

- 3.1.** Once each month, RDE shall submit an electronic invoice for Services rendered and Reimbursable Expenses incurred during the previous month.

Your signature below indicates that you have received this Agreement with **Exhibit A**, the Scope of Services, and **Exhibit B**, the Compensation Summary. Your signature also indicates that you understand and accept, and intend to be bound by, the provisions of this Agreement.

In witness of the making and execution of this Agreement as of the date of this letter, please sign this Agreement in the space provided below and return a signed copy for our files.

Accepted by:

Robinson Design Engineers

Haywood County
Tourism Development Authority

Joshua Robinson, MS, PE
Principal

Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

Pre-Project (Aug 2026)

- Establish a mutually agreeable Match & Leverage Strategy
- Establish an Engagement & Collaboration Framework to scope coordination, outreach, and deliverables for local governments, stakeholders, and community partners
- Establish client representative(s), communication protocols, and a schedule of meetings and deliverables

Deliverable: Fully executed contract between the Project Team and HCTDA

1. Align + Identify (Sept, Oct, Nov 2026)

- 1.1. Coordinate with HCTDA and project partners to confirm potential priority sites for evaluation
- 1.2. Review adopted maps and planning documents and integrate available site data, including floodplain mapping and environmental/regulatory constraints
- 1.3. Develop a "Consolidated Plan" - a graphic summary and narrative of adopted/ongoing planning efforts and shared goals across those plans
- 1.4. Conduct a preliminary geospatial Opportunities & Constraints Assessment of HCTDA-identified properties and sites (physical linkages, gaps, tourism assets, programmatic partnerships, suitability, prioritization)
- 1.5. Identify initial funding sources aligned with the Consolidated Plan and Opportunities & Constraints Assessment
- 1.6. Regulatory & permitting review (e.g., 401/404, FEMA, local & state land disturbance) and prepare a permitting matrix of requirements and approximate timelines
- 1.7. Inventory existing data and identify gaps (e.g., USGS flow records, USACE studies, GIS data sets, soils data, watershed studies and monitoring reports, land use history)
- 1.8. Monthly 30-minute videoconference update meetings (end-of-phase stakeholder meeting will take the place of 30-minute videoconference)
- 1.9. Hold Stakeholder Meeting #1 in early November; engage local stakeholders/municipal staff to confirm status of existing initiatives, program desires, and curate funding source roster

Deliverable: Draft "Chapter One" document (Background & Context, Review/Consolidation of Existing Plans, Shared Goals & Objectives, Opportunities & Constraints Assessment) delivered at the end of November.

2. Analyze + Define (Dec 2026; Jan, Feb 2027)

- 2.1. In early December, meet with key stakeholders and conduct field investigations and site-level mapping for high-priority parcels (floodplain/floodway conditions, easements, deed restrictions, infrastructure, utilities, greenway/blueway connections)
- 2.2. Develop detailed Analysis & Program Diagrams combining site inventories/analyses with proposed use-area spatial relationships and outcomes from stakeholder meeting #1
- 2.3. Establish preliminary construction cost targets aligned with potential funding opportunities
- 2.4. Develop Sustainability & Stewardship Strategies (long-term management, maintenance, and ownership responsibilities) with local partners

- 2.5. Monthly 30-minute videoconference update meetings (end-of-phase stakeholder meeting will take the place of 30-minute videoconference)
- 2.6. Hold Stakeholder Meeting #2 in early February to refine/confirm programmatic direction and to plan broad-reaching public engagement (workshops, presentations, and/or online feedback tools in Phase 3 below) before advancing to Phase 3

Deliverable: Draft "Chapter Two" document (Site Analyses & Proposed Programs; Sustainability & Stewardship Strategies) delivered at the end of February.

3. Develop + Position (Mar, Apr, May, Jun 2027)

- 3.1. Prepare preliminary designs to a minimum "30% Design Standard" for identified high-priority sites (five priority sites), including scaled, digitally drafted plans, sections, perspective views, and locational mapping. Conduct additional site visits, as needed.
- 3.2. Prepare itemized construction cost estimates and phasing options in a format consistent with a Preliminary Engineering Report (PER), with unit costs derived from at least two recent NC public bids, when available
- 3.3. Provide an added layer of Cost Validation via the WNC General Contractor (Ducker Land Management) on the Project Team
- 3.4. Align 30% Designs and Cost Estimates with targeted funding programs; deploy the "Match & Leverage Strategy" established during the pre-project scoping period
- 3.5. Monthly 30-minute videoconference update meetings (end-of-phase stakeholder meeting will take the place of 30-minute videoconference)
- 3.6. Conduct broad-reaching public engagement (as agreed in Phase 2) and calibrate designs, costs, and grant alignment based on community feedback
- 3.7. Hold Stakeholder Meeting #3 in early June to review initial public outreach findings and costing information

Deliverable: Draft "Chapter Three" document (30% Designs & Cost Validation; Public Outreach & Engagement) delivered at the end of June.

4. Deliver (Jul & Aug 2027)

- 4.1. Update the Consolidated Plan to reflect newly proposed projects within broader county context ("Implementation Blueprint")
- 4.2. Develop grant-specific materials for each project, including supplemental data, maps, and photorealistic renderings supporting a cohesive "Narrative Arc" connecting grantor priorities to site-specific designs, costs, and funding strategy
- 4.3. Monthly 30-minute videoconference update meetings (end-of-phase stakeholder meeting will take the place of 30-minute videoconference)
- 4.4. Conduct stakeholder presentation(s) and meetings to support review, approval, and adoption of the 100% Final Document by HCTDA, the Advisory Committee, and local units of government

Deliverables: Draft "Chapter Four" document (Implementation Blueprint; Appendices; revisions to prior chapters as needed; 100% Final Document; Final Grant-Ready Collateral) delivered at the end of August.

5. Catalyze (Incubator Investment)

- The final 22% of the proposed contract amount will be used for HCTDA-approved project initiatives.

- We expect that this phase could include strategic refinements to designs, cost estimates, and project narratives as new funding opportunities or evolving grant criteria arise, and/or the construction / installation of a small "incubator" project. Recommended use(s) of this portion of the contract amount will be proposed by the Project Team during the project period and will require HCTDA approval / authorization before commencing with expenditure.

Exclusions (Services Not Included)

The following services are not included in this Scope of Work, but any of these services may be added by written amendment or may be advanced under Phase 5 with HCTDA authorization.

- Boundary, topographic, or bathymetric survey; geotechnical investigation; or subsurface engineering (water, sewer, utilities, etc.).
- Environmental site assessments (e.g., NEPA, Phase I/II ESA), hazardous materials surveys, jurisdictional wetland or stream delineations, and threatened and endangered species surveys.
- Final design, construction documents, technical specifications, and bid-phase or construction-phase services.
- Legal services, including title research and preparation or negotiation of easement amendments, deed modifications, or property agreements.
- Real property appraisal.

EXHIBIT B
COMPENSATION SUMMARY

Phase		Budget	% of Contract
Phase 1	Align + Identify	\$ 35,000	12%
Phase 2	Analyze + Define	\$ 70,000	23%
Phase 3	Develop + Position	\$ 105,000	35%
Phase 4	Deliver	\$ 24,000	8%
Phase 5	Catalyze (Incubator)	\$ 66,000	22%
Total		\$ 300,000	100%

EXHIBIT C
AUTHORIZED PARTIES

The following organizations are Authorized Parties under Section 7 of the General Conditions of Service:

1. Haywood County Tourism Development Authority
2. Haywood County, NC
3. Lake Junaluska Assembly
4. Town of Waynesville, NC
5. Town of Canton, NC
6. Town of Clyde, NC
7. Town of Maggie Valley, NC

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service are incorporated by reference in the attached proposal from J. L. Robinson, Inc., doing business as Robinson Design Engineers ("RDE"), and shall be part of the Agreement under which services are to be performed by RDE for Client. The term "Agreement" shall mean the attached proposal from RDE and these General Conditions.

1. SCOPE OF SERVICES

The scope of services is outlined in Exhibit A and includes those services provided by RDE, in its discretion, which are reasonably necessary for the effective and prompt fulfillment of its obligations under the Agreement. It is understood that the scope of services are based on information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of services may change.

2. STANDARD OF CARE

Services performed by RDE under this Agreement will be conducted in a manner consistent with the degree of skill and diligence normally employed by members of RDE's profession performing the same or similar services.

3. PAYMENT TERMS

- 3.1. Client agrees to compensate RDE according to Exhibit B, including any additions or modifications mutually agreed upon.
- 3.2. Invoicing will be made monthly by RDE, payable upon receipt.
- 3.3. Client's obligation to pay for the services is in no way dependent or conditioned upon (a) Client's ability to obtain financing, (b) approval of governmental or regulatory agencies, or (c) Client's successful completion of the Project.
- 3.4. RDE has the right to suspend all services to Client without liability of any kind to Client if an invoice remains unpaid for more than 30 days.

4. CONSTRUCTION COST

Evaluations of construction costs, if any, represent RDE's best judgment and experience. Client recognizes that neither RDE nor Client controls the cost of labor, materials, equipment, or the prices determined by competitive bidding. Accordingly, RDE does not warrant or represent that actual construction costs will not vary from evaluations and estimates of construction costs.

5. CONSTRUCTION MEANS AND METHODS

RDE shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto. RDE shall not be responsible for such contractors' failure to perform in accordance with the contract documents.

6. SUSPENSION OR TERMINATION

- 6.1. This Agreement may be terminated by either party for any or no reason upon 60 days advance notice.
- 6.2. This Agreement may be terminated by either party by written notice in the event of substantial failure by the other party to perform in accordance with this Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- 6.3. If the Agreement is terminated or suspended by Client prior to the completion of the scope of services, RDE shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable termination costs.

7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1. Drawings, specifications, and other documents prepared by RDE and its consultants in connection with the Project, whether in electronic or physical form, are Instruments of Service.
- 7.2. RDE and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights.
- 7.3. Client, on behalf of itself and the organizations identified on Exhibit C as Authorized Parties, shall have a non-exclusive, non-transferable license to use, copy, and reproduce the Instruments of Service solely with respect to the Project. The license granted herein extends to each Authorized Party solely for its own internal use in connection with the Project, subject to the same restrictions and obligations applicable to Client under this Section. Client shall be responsible for ensuring each Authorized Party's compliance with this Section.
- 7.4. Client may furnish copies of the Instruments of Service to Authorized Parties, contractors, grant-making or reviewing agencies, and regulatory authorities solely for purposes of this Project.
- 7.5. Any use of the Instruments of Service not authorized by this Section shall be at Client's sole risk and without liability to RDE or its consultants.
- 7.6. Client shall indemnify and hold harmless RDE and its consultants from all claims, damages, and expenses, including reasonable attorneys' fees, arising from any unauthorized use or modification of the Instruments of Service by Client, any Authorized Party, or any other third party to whom Client or an Authorized Party has furnished copies under this Section.

8. DISPUTE RESOLUTION

- 8.1. All claims, disputes, and other matters in question between the parties, arising out of or relating to the Agreement or the breach thereof shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
- 8.2. Client and RDE shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless otherwise mutually agreed upon by the parties shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

9. LIMITATION OF LIABILITY

- 9.1. RDE carries general liability and professional liability insurance. RDE will furnish appropriate insurance certificates upon request by Client. Client understands and agrees that the total liability of RDE to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and legal expenses, arising out of or in any way related to the Project or this Agreement from any cause or causes shall not exceed the total amount recoverable from such insurance.
- 9.2. Client agrees to defend, indemnify, and hold RDE harmless from all claims for liability in excess of the limits set forth above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of RDE's performance of the scope of services under the Agreement.