

Board of Commissioners' Agenda

June 6, 2023

Commission Meetings are held at 200 College Street, Room 326 in downtown Asheville beginning at 5:00 p.m.

Public Comment is taken at the beginning of the meeting.

The meeting will broadcast via Facebook Live @Buncombegov.

Call To Order [▲top](#)

Discussion / Adjustment / Approval To Follow Agenda

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Consent Agenda [▲top](#)

- [Approval of May 16, 2023 Briefing Meeting Minutes](#)
- [Approval of May 16, 2023 Regular Meeting Minutes](#)
- [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department – Sandra Edmonds](#)
- [Tax Collection Report](#)
- [Resolution Approving Pyrotechnic Experts for Firework Display](#)
 - [Resolution](#)
- [Approval of Request to Waive Occupancy Tax Penalty – Abbington Green Bed & Breakfast](#)
 - [Request to Waive](#)
 - [More Information](#)
- [Approval of State Lottery Project Application for Buncombe County Schools – Multiple Schools](#)
 - [More Information](#)
- [Approval of Design Services Contract with LS3P Architects for Projects on Asheville City Schools Campuses](#)
 - [Contract](#)
- [Approval of Architectural and Engineering Services Contract with ADW Architects for a new](#)

Emergency Management Services (EMS) Base

- [Approval of Design Services Contract with Building Envelope Consultants and Scientists for the Exterior Remediation of 200 College Street](#)
 - [Contract](#)
- [Resolution Authorizing an Inter-Local Agreement between the City of Asheville and the County of Buncombe Regarding a Parcel in Split Jurisdiction on Fanning Bridge Road](#)
 - [Resolution](#)
 - [More Information](#)
- [Budget Amendment for State Lottery Projects for ACS - AHS Renovation and Baseball Field Lighting](#)
 - [Ordinance](#)
- [Budget Amendment for Housing Trust Program Income Realization](#)
 - [Ordinance](#)
- [Budget Amendment to Establish Two Conservation Easement Projects](#)
 - [Ordinance](#)
 - [Maps](#)
- [Budget Amendment to Transfer to 911 Fund for Ineligible Expenditures](#)
 - [Ordinance](#)

Public Comment

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Good News ▲top

- [CAPE receives NC3C Awards](#)

Presentations ▲top

- [Asheville Buncombe Regional Sports Commission](#)
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- [Gun Violence Prevention Month Proclamation](#)
 - [Proclamation](#)

Public Hearings ▲top

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- [Recommended FY2024 Budget](#)
 - [Budget in Brief](#)
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- [Waste Pro Franchise Extension](#)
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Board Appointments ▲top

- Agricultural Advisory Board for Farmland Preservation
 - Charles Hubbard
- Strategic Partnerships Grants Committee

- Elizabeth Ward
- Mark Mickey
- Early Childhood Education & Development Fund Committee
 - Mark Taft
 - Linda McDaniel
- Economic Development Coalition
 - Allison Blake
 - Andy Nadeau
 - Robby Russell
 - Sabrina Rockoff
 - Jael Skeffington

Reports on Boards and Commissions

Announcements [▲top](#)

- June 20 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- June 20 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

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Adjournment

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MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF JUNE 6, 2023 AT 5 P.M.

BE IT REMEMBERED: That the Board of Commissioners met in regular session on June 6, 2023, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

- The Chairman called the meeting to order with the following members present:
- Brownie Newman, Chairman
 - Jasmine Beach-Ferrara, Commissioner
 - Amanda Edwards, Commissioner
 - Martin Moore, Commissioner
 - Parker Sloan, Commissioner
 - Terri Wells, Vice Chair
 - Al Whitesides, Commissioner

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; John Hudson, Budget Director; Sharon Burke, Human Resources Director; Jennifer Pike, Tax Collector; Tim Love, Intergovernmental Relations; Dane Pederson, Solid Waste Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Whitesides motioned to approve the Consent Agenda and the remainder of the agenda. Commissioner Edwards seconded and the motion passed 7-0.

- Approval of May 16, 2023 Briefing Meeting Minutes
- Approval of May 16, 2023 Regular Meeting Minutes
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department – Sandra Edmonds
- Tax Collection Report
- Resolution Approving Pyrotechnic Experts for Firework Display
 - Resolution
- Approval of Request to Waive Occupancy Tax Penalty – Abbington Green Bed & Breakfast
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 - More Information
- Approval of State Lottery Project Application for Buncombe County Schools – Multiple Schools
 - More Information
- Approval of Design Services Contract with LS3P Architects for Projects on Asheville City Schools Campuses
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- Approval of Architectural and Engineering Services Contract with ADW Architects for a new Emergency Management Services (EMS) Base
- Approval of Design Services Contract with Building Envelope Consultants and Scientists for the Exterior Remediation of 200 College Street
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 - Ordinance
 - Maps
- Budget Amendment to Transfer to 911 Fund for Ineligible Expenditures
 - Ordinance

PUBLIC COMMENT

Bobbette Mays and Pastor Hardaway advocated for County funding for the Project Lighten Up.

Roy Harris expressed support for Board's work.

Christina Mason thanked the Board for their support of the LGBTQIA+ students and community that was stated during the press conference.

GOOD NEWS

- **CAPE receives NC3C Awards**

Lillian Govus, Communicatios & Public Engagement Director (CAPE), congratulated the department staff for receiving four awards at North Carolina City and County Communicators Conference (NC3C).

PRESENTATIONS

- Asheville Buncombe Regional Sports Commission

Chris Smith, President, provided an update to the Commissioners on the past year events, upcoming events, and thanked the Board and the County for their support.

- Gun Violence Prevention Month Proclamation

Commissioner Edwards read and presented the proclamation to the Justice Services staff. The proclamation was accepted and staff thanked the Commissioners for their support to stop violence.

PUBLIC HEARINGS

- Economic Development

Avril Pinder, County Manager, presented the appropriations for the economic development projects for the FY2024 Budget.

The Chairman opened the hearing at 5:49 p.m.

The hearing was closed at 5:50 p.m.

- Recommended FY2024 Budget

John Hudson, Budget Director, presented a detailed overview FY24 Recommended Budget to the Board and explained that budget adoption will be considered at the June 20, 2023 Regular meeting.

The Chairman opened the hearing at 5:55 p.m.

The following individuals spoke in support of the public schools' budget that included wage increases:

Shanna Peele	Daniel Withrow	Brooke Heaton	Kristina delos Santos
Joan Hoffman	Kristin Kelihe`	Samantha Gallman	Mike Mitchell
Timothy Lloyd	Lissa Pedersen	Nicole Washburn	Everette Leggat
Paul Garrity	Abbey Hessling	Soren Pedersen	JP Bolen
Shannon Hunt	Matthew Leggat	Pepi Acebo	Hensley Hurts
Matt Dickens	Maggi Mohr	Amy Ray	Rebecca Strimer
Cathy Nichols	Christina Mason	Eden Ward	

The hearing was closed at 6:59 p.m.

NEW BUSINESS

- Waste Pro Franchise Extension

Dane Pederson, Solid Waste Director, explained that Waste Pro currently holds the exclusive franchise for collection and disposal of residential solid waste. The County may extend the franchise for two (2) additional terms of two (2) years each.

Vice Chair Wells moved to direct staff to proceed with the Waste Pro Franchise extension for two (2) additional terms of two (2) years each. Commissioner Edwards seconded the motion and it passed 7-0.

- Board Meeting Time/Schedule Change

Commissioners discussed the proposed day/night meeting option with a request for the staff to gather data on community/public opinion before making any changes to the meeting time or schedule.

Vice Chair Wells moved to adopt the change in the meeting schedule and Commissioner Sloan seconded. The motion and the second were withdrawn.

BOARD APPOINTMENTS

Vice Chair Wells moved to reappoint **Charles Hubbard** to the **Agricultural Advisory Board for Farmland Preservation**. Chairman Newman seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to reappoint **Elizabeth Ward** and **Mark Mickey** to the **Strategic Partnerships Grants Committee**. Chairman Newman seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to reappoint **Mark Taft** (At large) and **Linda McDaniel** (At large) to the **Early Childhood Education & Development Fund Committee**. Chairman Newman seconded and the motion passed 7-0.

Commissioner Whitesides moved to reappoint **Allison Blake** (Business Owner/CEO), **Andy Nadeau** (At large), **Robby Russell** (At large), **Sabrina Rockoff** (Chamber appointee), and **Jael Skeffington** (Business Owner/CEO), to the **Economic Development Coalition**. Commissioner Edwards seconded and the motion passed 7-0.

REPORTS ON BOARDS AND COMMISSIONS

The Commissioners discussed the recent activities of the boards and commissioners that they serve on as members.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *June 20 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *June 20 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

Commissioner Whitesides moved to adjourn the meeting. Commissioner Beach-Ferrara seconded and the motion passed 7-0. The meeting was adjourned at 7:29 p.m.



LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS



BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS

RESOLUTION #23-06-01

RESOLUTION AWARDING A SERVICE FIREARM TO A RETIRING
DEPUTY OF THE BUNCOMBE COUNTY SHERIFF'S OFFICE

- WHEREAS, Sandra Edmonds is retiring from the Buncombe County Sheriff's Office after 11 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number TBN913, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

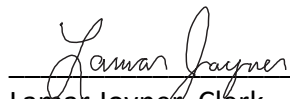
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That pursuant to N.C. Gen. Stat. § 20-187.2, the individual named above is hereby awarded the service side arm described above for a price of zero (\$0) dollars.
2. That the County Manager or her designee is authorized to undertake any action(s) necessary to transfer the service side arm described above to the individual named above.
3. That this resolution shall become effective upon its adoption.

This the 6th day of June, 2023.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM


County Attorney



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of April 2023 Tax Collection Report

BRIEF SUMMARY:

NCGS 105-350 requires the Tax Collector to submit a report showing the amount of taxes collected.

The settlement for Mission Health/HCA for prior tax years will continue to be reported as a reduction for prior year collections. Adjustments to the total levy through the remainder of fiscal year 2023 will be due to registered motor vehicle levy and regular property value discoveries or releases.

As of April 30, 2023, the total levy billed for fiscal year 2023 is 99.42% collected, as compared to 99.30% for fiscal year 2022.

Below is Buncombe County year to date reporting for fiscal year 2023, as of April 30, 2023.

Current Year Collections

Fiscal Year 2023	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 14,238,055.03	\$ 4,749,004.93	\$ 209,498,834.88	\$ 12,542,015.67	\$ 241,027,910.51
Amount Collected	\$ 13,868,875.43	\$ 4,747,684.41	\$ 208,514,017.41	\$ 12,500,481.43	\$ 239,631,058.68
Unpaid Balance	\$ 369,179.60	\$ 1,320.52	\$ 984,817.47	\$ 41,534.24	\$ 1,396,851.83
Interest Collected	\$ 27,309.67	\$ 445.73	\$ 396,370.97	\$ 95,721.73	\$ 519,848.10
FY23 Collection %	97.41%	99.97%	99.53%	99.67%	99.42%
FY22 Collection %	96.57%	100.00%	99.45%	99.66%	99.30%

Total fiscal year 2023 year to date collections, property tax and interest

\$ 240,150,906.78

Prior Year Collections

Prior Years 2013-2022	Personal Property	Real Estate	Total
Amount Collected	\$ 65,498.09	\$ (329,615.00)	\$ (264,116.91)
Interest Collected	\$ 10,249.33	\$ 26,893.29	\$ 37,142.62

Total prior year collections, fiscal year to date

\$ (226,974.29)

***Total property tax released April 2023 due to taxable value adjustments**

\$ 35,052.77

***Total refunds processed April 2023**

\$ 17,231.38

***Detailed information for releases and refunds is available in Tax Collections.**



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 6/6/2023

Consent Agenda

Department: Emergency Services

Presenter(s): Kevin Tipton, Fire Marshal

Contact(s): Kevin Tipton, Fire Marshal

Subject: Resolution Approving Pyrotechnic Experts for Firework Displays

Brief Summary:

- Request from Zachary Deal and Pyrostar Entertainment to conduct a fireworks display on 7/3/23 at The Omni-Grove Park, 290 Macon Avenue, Asheville, NC 28804.
- Request from Zachary Lawson and Image Engineering Special Effects to conduct a fireworks display on 7/6/23 at Harrah's Cherokee Center, 87 Haywood Street, Asheville, NC 28801.

Recommended Motion & Requested Action: Approve resolution.

County Manager's comments and Recommendation: County Manager recommends approval.

RESOLUTION #:23-06-02

RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING
FIREWORKS DISPLAYS

- WHEREAS, pursuant to NCGS §§ 14-410 and 14-413 the Board of Commissioners is authorized to review and approve the qualifications of persons applying for approval as pyrotechnics experts for the purpose of conducting fireworks displays; and
- WHEREAS, application has been made by Pyrostar Entertainment and Image Engineering Special Effects for pyrotechnic displays;
- WHEREAS, the Fire Marshal has reviewed and determined that the application meets the standards set forth in the general statutes and the required proof of insurance has been provided; and
- WHEREAS, this Board is of the opinion that the application received to conduct firework pyrotechnic displays should be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the County of Buncombe as follows:

1. That the following be granted permission to conduct fireworks displays at the location and on the dates shown, to-wit:

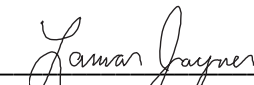
<u>NAME</u>	<u>LOCATION</u>	<u>DATE</u>
Pyrostar Entertainment	290 Macon Avenue, Asheville	July 3, 2023
Image Engineering Special Effects	87 Haywood Street, Asheville	July 6, 2023

That should inclement weather prevent the presentation of said display on said date(s), then the pyrotechnics display may be rescheduled to a postponement date with the consent of the fire Marshal or designee.

2. That pursuant to NCGS §§ 14-410 and 14-413 this Board finds that the above-named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

ADOPTED this the 6th day of June, 2023.

ATTEST


Lamar Joyner, Clerk

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 6/6/2023

Consent Agenda

Department: Tax Collections

Presenter(s): Jennifer Pike

Contact(s): Jennifer Pike, Tax Collector

Subject: Request to Waive Occupancy Tax Penalty – Abbington Green Bed & Breakfast

Brief Summary: Abbington Green Bed & Breakfast has requested a waiver of Occupancy Tax penalty incurred. Occupancy tax for Abbington Green was reported and paid for the sales months of June 2021 through February 2023 in April 2023 because the new owner of the establishment was not aware of occupancy tax responsibilities. The late reporting (\$14,900) and late payment (\$5,960) resulted in penalties assessed in the total amount of \$20,860. A two-step process is required for granting a penalty waiver, approval by both the Buncombe County Tourism Development Authority (BCTDA) and Buncombe County Board of Commissioners. The BCTDA has recommended waiving \$14,900, the late reporting portion, of the penalty due. Following approval of the penalty waiver by the Buncombe County Board of Commissioners the penalty amount due will be reduced to \$5,960, the late payment penalty amount.

Recommended Motion & Requested Action: Approval of partial occupancy tax penalty waiver, in the amount of \$14,900, for Abbington Green Bed & Breakfast.

County Manager's comments and Recommendation: Recommends approval.

To: Buncombe County Tourism Development Authority
c/o Explore Asheville Convention & Visitors Bureau 27 College Place Asheville, NC 2880
RE: Account number 119
From: Happy Valley Hospitality, Inc. dba Abbington Green Bed & Breakfast and SPA
Re: Occupancy Tax payment and filing

By way of introduction, my wife and I bought the Abbington Green Bed & Breakfast, a long established B&B in the Montford Historic District, on June 17, 2021. We had some brief on-the-ground training from the previous owner, some chats with my CPA and lawyer, and we were off and running the business, including payroll, setting up our corporate bank account, etc. starting in June 2021. 2021 was a very frantic time for us as the B&B was very busy, and we didn't have any experience in the industry.

My accountant and the previous owner mentioned the State and Local Sales Tax payments that needed to be made, and scheduling sales tax payments. Neither said anything to me re: Buncombe County Occupancy tax, which I didn't know even existed.

To add a little more confusion, our ResNexus reservation system had the following description listed each time we make a booking:

- NC Sales Tax
- Buncombe County Sales Tax

However, what they were doing was this:

- Sales Tax - charging 7% on booking reservations.
- Occupancy Tax - charging 6% on booking reservations.

I didn't check, as I had no reason to as far as I knew, to check the actual percentages being deducted - from the ResNexus description, I assumed the numbers were 4.75% for State and 2.25% for local = 7%.

So – Resnexus deducting the amounts, but mis-labelling the charges. When I realized the problem here, I pointed this out to them and they have since changed and corrected their descriptions on the booking site.

As soon as I discovered this error, I contacted BCTDA to rectify the situation. I was guided by your office to do the following:

- Scan a copy of the **New Remitter** form to your office.
 - We have completed this.
- It was suggested that I complete all monthly remittance forms by month from June 2021 until February 2022. I will pay March electronically.

- Attached are all the outstanding monthly remittance forms with with individual checks.

My wife and I have worked extremely hard since we took over, dealing with running a very time consuming business that we started from scratch to learn, a drop in revenue in 2022 from the "boom year" 2021, inflation driving up prices, way more than expected repairs and maintenance needs, a doubling of employee wages, etc. As I mentioned, this was a case of us just not being aware of our obligation to file occupancy taxes. As soon as we were made aware, we immediately filed and brought our payments up to date.

Penalties:

Payment of penalties in the amounts listed would be absolutely devastating to us. We would very greatly appreciate it if the penalties could be waived so we can keep focusing on driving business and our reputation as a quality Asheville B&B.

Please let me know if you require any further information.

Sincerely,
Dean Whiteford and Cherie Thorn

A handwritten signature in black ink, appearing to be 'Dean Whiteford and Cherie Thorn', written in a cursive style.

Happy Valley Hospitality, Inc dba Abbington Green Bed and Breakfast & Spa
46 Cumberland Circle
Asheville NC 28801

Buncombe County Tourism Development
A Joint Meeting of the Public Authority and Nonprofit Corporation

Explore Asheville – 27 College Place, Asheville

Excerpts from the Board Meeting Minutes
Wednesday, April 26, 2023

Present (Voting): Kathleen Mosher, Chair; Brenda Durden, Vice Chair, Matthew Lehman, HP Patel, Elizabeth Putnam, Larry Crosby, Andrew Celwyn

Absent (Voting): Michael Lusick, Scott Patel

Absent (Ex-Officio): Asheville Vice Mayor Sandra Kilgore, Buncombe County Commissioner Terri Wells

Staff: Vic Isley, Jennifer Kass-Green, Julia Simpson, Ashley Greenstein, Glenn Ramey, Marla Tambellini, Mike Kryzanek, Tiffany Thacker, Cass Herrington

BC Finance: Mason Scott, Buncombe County/BCTDA Interim Fiscal Agent

Legal Counsel: Sabrina Rockoff, McGuire, Wood & Bissette/BCTDA Attorney

In-Person Attendees: Dean Whiteford, Abbingdon Green Bed & Breakfast
Tina Kinsey, Asheville Regional Airport
Stephen Zubrod, Bruce Peterson, Carol Peterson; Asheville Buncombe Regional Sports Commission
Randy Claybrook, Asheville Bed & Breakfast Association
Peter Pollay, Posana
Mike Rangel, Asheville Brewing Company
Meghan Rogers, Asheville Independent Restaurant Association
Timothy Sadler, Community Member
Greg Parlier, Mountain Xpress

Online Attendees: Timothy Love, Buncombe County
Chip Craig, Greybeard Realty
Mickey Poandl, Ali Wainright, Anna Harris, Charlie Reed, Khal Khoury; Explore Asheville Staff
Chris Smith, Madison Davis; Asheville Buncombe Regional Sports Commission
Jim Muth, TPDF Committee
Rick Bell, Watson-Bell, LLC
Diane Rogers, Pinecrest Bed & Breakfast
Kit Cramer, Asheville Area Chamber of Commerce
Chelsey Hett, Love the Green
Garrett Raczek, Thrive Asheville
Koree Case, Kim Lenox; MMGY

Penalty Waiver Request for Abbington Green Bed & Breakfast

Mosher provided background on a penalty waiver request received from Abbington Green Bed & Breakfast. Staff received a letter on April 18, 2023, requesting the waiver of penalty fees for late filing and payment from June 2021 through February 2023. The fees totaled \$20,860.06.

Mosher noted that the written waiver request from Abbington Green Bed & Breakfast, explaining the circumstances, and supplemental documentation were provided to the board for review in advance. Buncombe County Finance Department confirmed all outstanding occupancy taxes for June 2021 through February 2023 were paid on April 4, 2023; applicable penalty fees are owed to the county. Dean Whiteford of Abbington Green Bed & Breakfast was present to answer questions.

Mosher outlined the penalty fee structure. Mosher reminded the board that the Buncombe County Commission would make the final decision and verified with BCTDA Interim Fiscal Agent Mason Scott that the penalty fees collected go from Buncombe County Government to local school systems per North Carolina general statutes.

Mosher opened discussion by asking Scott to share any additional context he had regarding the process and on this specific request. Scott explained that commissioners depend on the BCTDA's recommendations for penalty waivers and that the BCTDA could decide whether to recommend a full waiver or any amount they felt was appropriate or justifiable.

Mosher inquired about whether the bed and breakfast had been notified about taxes owed. Scott responded that the account was deactivated, likely during the change of ownership in 2021. He explained that since occupancy tax collection is based on self-initiated reporting, new establishments must contact the county. The county's first record of contact with Whiteford was in March 2023.

Whiteford had an opportunity to address the board about the situation. Whiteford stated that he did not know about occupancy tax and that though it was collected by ResNexus booking platform it had been mislabeled as county sales tax. He said that he paid outstanding taxes as soon as he was made aware.

Follow-up discussion included questions about county policies and procedures, including clarification that if no action was taken by the BCTDA then the waiver request would not progress. It was noted that Explore Asheville intends to further evaluate this process as part of a revised MOU with the county.

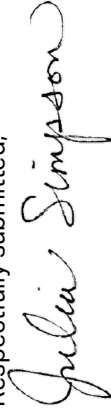
It was reiterated that all outstanding occupancy taxes had been paid but penalty fees were still owed. Lehman requested the sums of each fee type (late filing and late payment); Isley provided them.

Several held positions that the onus is on business owners to be informed about the requirements of their industry. Celwyn took issue with the fact that extra taxes were collected but not remitted and felt Whiteford should have recognized discrepancy. Board members acknowledged that Whiteford did not seem to intentionally evade tax payments; a few empathized with Whiteford as a small business owner.

HP Patel made a motion to recommend approval of the penalty waiver request from Abbington Green Bed & Breakfast in the amount of \$20,860.06; Putnam seconded the motion. Lehman initiated discussion about whether others would consider requiring partial payment since this recommendation could set precedent. Mosher and Durden concurred. Lehman made an amended motion to recommend requiring late payment fees of \$5,960. HP Patel said his initial motion was simply for discussion. Putnam seconded Lehman's amended motion. There was no additional discussion. A vote was taken; the motion passed 5:2. HP Patel and Celwyn opposed.

Whiteford thanked the board.

Respectfully submitted,

A handwritten signature in cursive script, reading "Julia Simpson".

Julia Simpson, Manager, Executive & Strategy



April 21, 2023

Sent via email to dean_whiteford@hotmail.com.

Dean Whiteford and Cherie Thorn
Happy Valley Hospitality, Inc.
dba Abbington Green Bed & Breakfast and Spa
46 Cumberland Circle
Asheville, NC 28801

RE: Occupancy tax payment and filing

Dear Dean Whiteford and Cherie Thorn:

Upon receipt of your enclosed letter, Explore Asheville staff plans to present your request for a waiver of occupancy tax penalties assessed by the Buncombe County Tax Department for Abbington Green Bed & Breakfast. The penalties, totaling \$20,806.06, were incurred due to the property's monthly occupancy tax reporting and remittance being late from June 2021 through February 2023.

In the first of a two-step approval process, your request will be presented to the Buncombe County Tourism Development Authority (BCTDA) at its next regular board meeting, which convenes Wednesday, **April 26, 2023, at 9:00 a.m.**, in the Explore Asheville Board Room, located at 27 College Place in Asheville. I encourage either you or a representative from your property to attend the meeting in person to present the circumstances related to this waiver request and answer any questions.

If you haven't already done so, please let Julia Simpson, manager, executive & strategy for BCTDA/ Explore Asheville, know if you or a representative will be in attendance. Julia Simpson's email address is jsimpson@ExploreAsheville.com.

Thank you in advance for your response. Please feel free to contact me at visley@ExploreAsheville.com or 828.258.6104 if you have any questions on this matter.

With best regards,

Victoria "Vic" Isley, President & CEO
Explore Asheville | Buncombe County Tourism Development Authority

cc: BCTDA Board
Mason Scott, Jennifer Pike; Buncombe County

VI:js



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: June 6, 2023

Consent Agenda

Department: Budget

Presenter(s): John Hudson, Budget

Contact(s): Dr. Robert Jackson, Buncombe County Schools
John Hudson, Budget

Subject: State Lottery Project Application for Buncombe County Schools – Multiple Schools

Brief Summary: Buncombe County Schools is requesting to apply for \$1,950,000 from the Public School Building Capital Fund- North Carolina Education Lottery.

The funds will be for two projects:

1) Paving at five schools. Total estimated cost is \$1,225,000.

Community High School - \$300,000
Oakley Elementary School - \$125,000
Pisgah Elementary School - \$100,000
Valley Springs Middle School - \$450,000
Enka High School - \$250,000

2) Softbal field upgrades at North Buncombe High School including stadium lights, fencing, ADA access, and drainage. Estimated cost is \$725,000.

Recommended Motion & Requested Action: Support and approve this request

County Manager's Comments & Recommendation: County Manager recommends as presented



Robert Jackson, Ed. D., Superintendent

175 Bingham Road, Asheville, NC 28806
P: 828.255.5921 F: 828.255.5923
www.buncombeschools.org

April 27, 2023

Ms. Avril Pinder
County Manager
Buncombe County Government
200 College Street, Suite 300
Asheville, NC 28801

SUBJECT: Buncombe County Schools Lottery Application

Ms. Pinder:

The Buncombe County Schools Board of Education approved Lottery Applications in the amount of \$1,225,000 for paving at six schools and \$725,000 for softball field stadium lighting.

Please include this item on the May 02, 2023 Commissioners meeting agenda for their consideration. If approved and executed by the County Commission Chair, please email the original to my attention at tina.thorpe@bcsemail.org and I will submit to NCDPI. Thank you for your consideration.

Regards,

Tina Thorpe
Chief Finance Officer

C: Dr. Robert Jackson, BCS Superintendent
Mr. Joseph Hough, BCS Assistant Superintendent
Mr. Lamar Joyner, Clerk to Buncombe County Commissioners

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Buncombe

Contact Person: Tina Thorpe

LEA: Buncombe County Schools #110

Title: Chief Finance Officer

Address: 175 Bingham Rd. Asheville, NC 28804

Phone: 828-255-5886

Project Title: Repave Campus

Location: Community High School

Type of Facility: School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Repaving of campus

Estimated Costs:

Purchase of Land	\$	_____
Planning and Design Services		_____
New Construction		_____
Additions / Renovations		_____
Repair		300,000.00
Debt Payment / Bond Payment		_____
TOTAL	\$	300,000.00

Estimated Project Beginning Date: 6/1/2023 Est. Project Completion Date: 6/30/2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 300,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

Ann B. Franklin

4/13/23

(Signature — Chair, Board of Education)

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Buncombe

Contact Person: Tina Thorpe

LEA: Buncombe County Schools #110

Title: Chief Finance Officer

Address: 175 Bingham Rd. Asheville, NC 28804

Phone: 828-255-5886

Project Title: Repave Bus Lane

Location: Oakley Elementary School

Type of Facility: School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Repaving of bus lane

Estimated Costs:

Purchase of Land _____ \$ _____

Planning and Design Services _____

New Construction _____

Additions / Renovations _____

Repair _____ 125,000.00

Debt Payment / Bond Payment _____

TOTAL _____ \$ _____ 125,000.00

Estimated Project Beginning Date: 06/1/2023 Est. Project Completion Date: 06/30/2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 125,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

Ann B. Franklin

(Signature — Chair, Board of Education)

(Date)

4/13/23

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Buncombe

Contact Person: Tina Thorpe

LEA: Buncombe County Schools #110

Title: Chief Finance Officer

Address: 175 Bingham Rd. Asheville, NC 28804

Phone: 828-255-5886

Project Title: Repave Campus

Location: Plisgah Elementary School

Type of Facility: School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Repaving of campus

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		100,000.00
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	100,000.00

Estimated Project Beginning Date: 06/1/2023

Est. Project Completion Date: 06/30/2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

Ann B. Franklin

(Signature — Chair, Board of Education)

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Buncombe

Contact Person: Tina Thorpe

LEA: Buncombe County Schools #110

Title: Chief Finance Officer

Address: 175 Bingham Rd. Asheville, NC 28804

Phone: 828-255-5886

Project Title: Repave Campus

Location: Valley Springs Middle School

Type of Facility: School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Repaving of campus

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		450,000.00
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	450,000.00

Estimated Project Beginning Date: 06/01/2023

Est. Project Completion Date: 06/30/2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 450,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

Ann B. Franklin

(Signature — Chair, Board of Education)

(Date)

4/13/23

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Buncombe

Contact Person: Tina Thorpe

LEA: Buncombe County Schools #110

Title: Chief Finance Officer

Address: 175 Bingham Rd. Asheville, NC 28804

Phone: 828-255-5886

Project Title: Repave Campus

Location: Enka High School

Type of Facility: School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Repaving of campus

Estimated Costs:

Purchase of Land _____ \$ _____

Planning and Design Services _____

New Construction _____

Additions / Renovations _____

Repair _____ 250,000.00

Debt Payment / Bond Payment _____

TOTAL _____ \$ _____ 250,000.00

Estimated Project Beginning Date: 6/1/2023

Est. Project Completion Date: 6/30/24

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 250,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

Ann B. Franklin

4/13/23

(Signature — Chair, Board of Education)

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Buncombe

Contact Person: Tina Thorpe

LEA: Buncombe County Schools #110

Title: Chief Finance Officer

Address: 175 Bingham Rd. Asheville, NC 28804

Phone: 828-255-5886

Project Title: Softball field Upgrades

Location: North Buncombe High School

Type of Facility: School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Softball field upgrades to include, stadium lights, fencing, ADA access, and drainage

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		725,000.00
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	725,000.00

Estimated Project Beginning Date: 06/01/2023

Est. Project Completion Date: 06/30/2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 725,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

Ann B. Franklin

(Signature — Chair, Board of Education)

(Date)

4/13/23

(Date)



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

Consent Agenda

Department: General Services

Presenter(s): Ronnie Lunsford

Contact(s): Ronnie Lunsford

Subject: Design services contract with LS3P Architects for projects on Asheville City Schools campuses.

Brief Summary: The School Capital Fund Commission has previously approved projects for Asheville City Schools. The projects consist of the following:

- Asheville High School Arts Building HVAC piping replacement
- Asheville High School Main Building Water and Sewer piping replacement
- Asheville High School Varsity Gym renovations
- Lucy Herring Campus Wide renovations

To facilitate these projects, design services are needed. The services provided by the consultant include:

- Design Documents
- Construction Documents
- Bid Administration
- Assistance with permitting
- Construction Administration
- Compilation of Closeout Documents

General Services released a Request for Qualifications to solicit interested firms to provide the services needed. Four firms responded by submitting Statements of Qualifications and LS3P Architects scored the highest of the four firms. General Services staff negotiated a contract for \$738,332.07. This is in line with expectations of costs for design and no new funds are needed.

Recommended Motion & Requested Action: Recommend executing the design services contract with LS3P Architects

County Manager's comments and Recommendation: Approve as presented

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

This Agreement for Design Consultant Services is made, and entered into this the 23rd day of May 2023, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter “OWNER”), and LS3P, (hereinafter “DESIGNER” or “DESIGN CONSULTANT”), whose principal place of business is: 14 O’ Henry Ave-Suite 210, Asheville, NC 28801.

For Professional Services in connection with the Project known as:
Buncombe County Government
Asheville City Schools Multiple Buildings Project

The Owner and the Design Consultant hereby agree as set forth below:

**1. ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1. Project. The Project shall be as described above.
- 1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7 and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.
- 1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.
- 1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor’s overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.
- 1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term “Contractor” means the Contractor or its authorized representative, but excludes the Owner’s Representative and the Design Consultant.

- 1.6. Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.

2. ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.
- 2.4. Design Consultant Representation.
 - 2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.
 - 2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

- 2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3 BASIC SERVICES

3.1. Scope of Services.

- 3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.
- 3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.
- 3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase.**

- 3.2.1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

- 3.2.2. The Design Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Costs

3.3. Construction Document Phase.

- 3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 3.3.2. The Design Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. Permitting and Bidding/Negotiation.

- 3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- 3.4.3. *Intentionally left blank for numbering purposes.*
- 3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.
- 3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
- 3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

- 3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement
- 3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- 3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. Construction Phase.

- 3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.
- 3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.
- 3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

- 3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.
- 3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- 3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.
- 3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

- 3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.
- 3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. Final Completion of Design Services.

- 3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.
- 3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.
- 3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the Contract Documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.

3.7. Serving as Witness.

3.7.1. The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.8. Construction Warranty.

3.8.1. The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies. The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

**4. ARTICLE 4
COMPENSATION**

4.1. Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of \$738,332.07.

4.1.2. In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3. The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2. Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1. Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Permitting and Bidding/Negotiation Phase	5%
Construction Administration (to include Close Out Documents)	20%
Final Completion of Design Services Phase	100%

- 4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
- 4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.
- 4.3. Additional Services Compensation.
 - 4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:
 - 4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.
 - 4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.
- 4.4. Accounting Records.
 - 4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5 PERIOD OF SERVICE

- 5.1. Unless earlier terminated as provided in Article 12 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility

Construction Warranty; Professional Liability coverage; Indemnification; and Ownership of Documents/Confidential Information shall remain in effect after termination of the other provisions of the Agreement.

- 5.2. Time is of the essence in this Agreement.

6. ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1. The Owner shall provide full information regarding the requirements for the Project.
- 6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.
- 6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7 ADDITIONAL SERVICES

- 7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:
- 7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

- 7.1.3. Providing planning surveys or alternative site evaluations.
- 7.1.4. Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.
- 7.1.5. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

8. ARTICLE 8 NOTICES

- 8.1. Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Buncombe County
Attn: General Services Department
40 McCormick Place
Buncombe, NC 28801

To Design Consultant: LS3P
14 O' Henry Ave-Suite 210
Asheville, NC 28801

9. ARTICLE 9

INSURANCE

- ### 9.1. Insurance

- 9.1.1. Design Consultant agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Owner's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Design Consultant's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Design Consultant, for losses or damages under this Agreement. The minimum insurance coverage which the Design Consultant shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Design Consultant shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Design Consultant with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

Professional Liability. Insurance covering the Design Consultant for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim for projects under \$15,000,000 and a minimum limit of \$2,000,000 per claim for projects over \$15,000,000.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Design Consultant may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying professional liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Additional Insurance Provisions.

If the Design Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Design Consultant shall provide the County with certificates of insurance evidencing the above amounts. Buncombe County and General Services Department shall be named as additional insureds under the commercial general liability and business automobile liability policy(s). Before commencing work and for any subsequent renewals, the Design Consultant shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County.

Design Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Consultant shall ensure that Buncombe County and General Services Department are additional insureds on insurance required from subcontractors.

The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

Waiver of Subrogation: Design Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Design Consultant may acquire against the County by virtue of payment of any loss under such insurance. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Design Consultant shall not be interpreted as limiting the Design Consultant's liability and obligations under this Agreement.

- 9.2. Notwithstanding the foregoing, nothing contained in this Article 9, nor this Contract, shall be deemed to constitute a waiver of the sovereign immunity of the Owner, which immunity is hereby reserved by the Owner.

10. ARTICLE 10 INDEMNIFICATION

- 10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

11. ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

- 11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.
- 11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.
- 11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

- 11.3. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

12. ARTICLE 12 TERMINATION, SUSPENSION OR ABANDONMENT

- 12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.
- 12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.
- 12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.
- 12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- 12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.
- 12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

13. ARTICLE 13 SUCCESSORS/ASSIGNMENT

- 13.1. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

- 13.2. The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

**14. ARTICLE 14
OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION**

- 14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.
- 14.2. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Owner's reserved rights.

**15. ARTICLE 15
ADDITIONAL PROVISIONS**

- 15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.
- 15.3. The Design Consultant shall follow all applicable federal, state, and local laws.
- 15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

- 15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 15.13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Buncombe County Chief Financial Officer

DESIGN CONSULTANT:
LS3P

OWNER:
COUNTY OF BUNCOMBE

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

May 12, 2023

Mr. Ronnie Lunsford
 General Services Department
 Facilities and Construction Coordinator
 p. (828) 250-4235 c. (828) 775-0853
 40 McCormick Pl.
 Asheville, NC 28801

Re: Design Services for Renovation/Repair to Multiple Buildings/Facilities on Asheville City Schools

Dear Mr. Lunsford,

LS3P is honored to submit this Architectural and Engineering design services proposal for various projects for Asheville City Schools. We are happy to lend our design and construction expertise to your project and are confident you will be satisfied with the outcome. The combined project budget for all 4 school facilities is \$14,385,823 as we understand it. Our fee is based on an estimated construction budget of \$11,500,000 combined project construction cost of the work for the 5 facilities and is broken down proportionately as indicated below:

Asheville High School Arts Building HVAC piping replacement.

Includes replacing the HVAC piping in mechanical rooms and remediate any associated hazardous materials.

AE fee proposed at **\$230,000**

Asheville High School Main Building water and sewer piping replacement.

Includes investigation water and sewer lines to be replaced. Renovate restrooms with new fixtures and bring facility up to current accessibility codes.

AE fee proposed at **\$330,000**

Asheville High School Varsity Gym telescoping bleacher, gym floor, and lighting replacement.

Design work 95% complete.

AE Fee remaining is for CMaR review and scoping revisions, bidding, and CA.

Includes new LED lighting, Gym maple floor replacement, and new electric telescoping bleachers.

AE fee proposed at **\$21,200**

Lucy Herring Elementary Campus Wide Renovations.

Design work 95% complete,

AE Fee remaining is for CMaR review and scoping revisions, bidding, and CA.

Project Includes:

- Upgrading the entire existing HVAC system (phased with school schedule)
- Roof System Replacement
- Retrofit Existing Roof Drains & Drain Piping
- Window Replacement (phased with school schedule)
- Gang Toilet Bathroom Upgrades
- Kitchen Toilet Upgrades & Walk-In Cooler & Freezer
- Door Hardware & Guardrail Replacement
- Gym Floor Replacement
- Preferred Brand Alternate for DDC Control
- Domestic Water Preheat System
- Preferred Brand Alternate for Conditioning Equipment & ERV

Fees remaining on previous design contract (-\$102,867.93)
AE addition fee for this agreement proposed at \$157,132.07

Total proposed AE fee including previous Lucy Herring Owner/Architect agreement for the
estimated combined project construction cost of the work for the 4 facilities at 2 Asheville City
Schools campuses..... **\$841,200**

We are pleased to offer our design skills and construction expertise to complete the repairs of
these various facilities. LS3P values our relationship with Buncombe County and Asheville City
Schools and as always, we welcome the opportunity to further discuss this proposal.

Sincerely,



Scott T. Donald, AIA, NCARB
Senior Project Manager | Vice President | Principal
LS3P 14 O'Henry Avenue Suite 210, Asheville, NC 28801
828.254.1963 x111 (O) | 828.215.6551 (M)

Accepted by:

Date:

Attachment : Exhibit 1, Standard Terms

EXHIBIT 1

6/1/2021

I. STANDARD TERMSConfidential – Not for distribution without permission of LS3P ASSOCIATES LTD.**A. Agreement**

This Proposal, including this Exhibit 1, is the entire and integrated agreement between the Owner and LS3P, supersedes all prior negotiations or agreements, either written or oral, and shall be governed by the laws of the state of North Carolina without regard to principles of conflicts of law. This Proposal may only be amended in a writing signed by both parties. If any provision of this Proposal is invalid or unenforceable, the remainder of this Proposal will still be valid. By signing, the Owner agrees to the terms of this Proposal, including this Exhibit 1, and agrees to pay LS3P in accordance with the terms stated herein.

B. Exclusions

Only those services specifically included in this Proposal are included in the base services.

C. Expiration Time

This Proposal is effective up to 90 days from the Proposal date set forth above. After ninety (90) days, the terms set forth herein shall be subject to renegotiation unless otherwise agreed.

D. Standard of Care

LS3P shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. LS3P shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Owner agrees that LS3P is not in control of the various authorities having jurisdiction ("AHJ's") over the Project or their respective review and approval schedules. LS3P will assist the Owner and the Contractor in applying for the necessary approvals by the AHJ's but ultimate responsibility for obtaining such approvals remains with the Owner.

LS3P shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor nor shall LS3P be required to review partial submissions or those for which submissions for correlated items have not been received. The Owner agrees that no set of plans and specifications is entirely free of errors and omissions and that additive Change Orders which arise out of errors or omissions in the plans and specification and which result in an increase in the amount of the contract for the construction of the Project are possible. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not LS3P (to the extent of the betterment or value added), and shall not be the basis of a claim.

E. Owner Information and Services

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project and shall establish a budget with reasonable contingencies that meet the Project requirements. The Owner acknowledges, however, that LS3P has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. LS3P shall be entitled to rely upon the accuracy

and completeness of the services and information furnished by the Owner, consultants, and contractors including those consultant services required under the International Building Code sections 1703 (Approvals) and 1704 (Special Inspections), as applicable. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve LS3P's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of LS3P's services. The Owner's Representative is the only person authorized to act on behalf of the Owner and to make changes to the scope of work and services under this Agreement. Any change to the Owner's representative shall be made in writing and sent to LS3P. Such representative is as follows:

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

The Owner identifies the following financial representatives:

Owner's Finance Director

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

Owner's Accounts Payable Contact

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

LS3P will use Newforma Project Center as its project information management software platform. Any change from or addition to that platform shall be for the benefit of the Owner and Contractor and will constitute an Additional Service to be billed as a separate task to the Owner.

F. Termination or Suspension

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to LS3P. Failure of Owner to make payments to LS3P under this Proposal shall be cause for termination.

In the event of a suspension of services, LS3P shall have no liability for any damages to Owner incurred because of such suspension. Termination or suspension of services by LS3P shall in no way relieve Owner of its obligation to compensate LS3P for services provided and expenses incurred up to and including the date of termination or suspension. If the Owner suspends the Project, LS3P shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, LS3P shall be compensated for expenses incurred in the interruption and resumption of LS3P's services. LS3P's fees for the remaining services and the time schedules shall be equitably adjusted.

G. Ownership of Documents

Designs, drawings, specifications, and other documents prepared by LS3P and/or its consultants are Instruments of Service for use solely with respect to this Project. LS3P and its consultants reserve all respective rights in and to those Instruments of Service including, but not limited to, copyrights.

H. Photography / Job Sign

LS3P reserves the right to photograph the Project and use said photographs in future promotional material. Photography sessions will be coordinated with the Owner to avoid distraction during business hours. The Owner shall allow the Architect to post a sign at the Project site at the Architect's expense containing the Architect's name, logo, and contact information. Such sign shall remain at the site during the design and construction phases of the Project. The Architect shall coordinate the appearance and location of its sign with those of the other Project participants.

I. Insurance

The Owner and LS3P waive all rights against each other for damages to the extent covered by property insurance applicable to this Work except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Owner shall cause the general liability insurance policies issued to the Contractor(s) and its subcontractors providing construction related activities in connection with the Project to list LS3P and its consultants as additional insureds under those policies by way of ISO endorsement CG 20 32 or its equivalent. The Owner agrees to maintain general liability coverage in the amount of \$1,000,000.00 per occurrence and in the aggregate for the duration of the Project. The Owner agrees to name LS3P and its consultants as additional insureds on its general liability policy providing coverage to this Project.

J. Third Party Claims

This Proposal shall not create any right, remedy, relationship, and/or cause of action in any third party.

K. Means, Methods, Schedule, and Safety

LS3P has no control over, charge of, or responsibility for hazardous materials or the means, methods, schedule, and/or safety in connection with this Project. LS3P and LS3P's consultants shall have no responsibility for the discovery, presence, handling, disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project Site. LS3P or their consultants shall not be held liable for any hazardous materials or toxic substances related claim. The Owner will have all hazardous materials or toxic substances removed independently before construction begins. If any additional hazardous material or toxic substances are encountered during the course of the work, the Owner shall be responsible for providing industrial hygienist services necessary to carry out abatement, removal, or encapsulation of the material. LS3P or LS3P's consultants shall not be held liable for the discharge or release of contaminants or other pollutants. The Owner agrees to indemnify and hold harmless LS3P and its consultants from and against all third-party claims related to hazardous materials and/or toxic substances.

L. Notices

The only valid addresses for receipt of notice are as follows:

LS3P: LS3P ASSOCIATES LTD.
 14 O'Henry Avenue, Suite 210
 Asheville, NC 28801

Owner: Asheville County Schools
 40 McCormick Place
 Asheville, NC 28801

M. Basis of Opinion

Projects requiring observation and reporting of existing structures may have conditions concealed from view that differ from available documentation or other information. LS3P is not responsible for the costs or delays resulting from the later discovery of such actual conditions. This Proposal and any subsequent representation is a statement of professional opinion based on the information available during the assessment and/or evaluation of the subject property. Such opinion is formed by the judgment of LS3P from the knowledge of available facts and other information. This Proposal and any subsequent representation only reflect the conditions on the day of site observation. The Owner hereby acknowledges that existing conditions can and will change relative to the information contained in this Proposal and/or any subsequent representation.

N. Payment

Design Services will be billed monthly in accord with the percentage of work complete and the terms of compensation. Additional Services by LS3P, Additional Services by consultants, and/or reimbursable expenses shall be billed monthly based upon accrued amount including mark-ups. The Owner shall pay LS3P the balance due upon receipt of invoice. If unpaid invoices become more than sixty (60) days overdue, LS3P may, upon seven (7) days written notice to the Owner, contact the Owner directly for payment and/or stop work until payment is received. In the event of non-payment, Owner shall reimburse LS3P for any attorney's fees incurred to collect the unpaid receivables. LS3P will begin work on this Project once the Proposal signed by both parties have been received. Payments on this Project should be sent directly to:

LS3P ASSOCIATES LTD.
PO Box 96327
Charlotte, NC 28296

O. Enhanced Construction Phase Services

The Owner agrees that Work will progress during the period between LS3P's Basic Construction Phase Services site visits that can and will be concealed from view during subsequent site visits, resulting in Work that LS3P is unable to observe. If the Owner desires to reduce the amount of concealed Work that LS3P is unable to observe, LS3P shall provide Enhanced Construction Phase Services as Additional Services as indicated by the Owner:

___ Visit the site one (1) time per week;

- ___ Visit the site two (2) times per week;
- ___ Visit the site every “work day” as outlined in the Contractor’s construction schedule; or
- ___ Provide “full time” site representation for the duration of the construction.

The Owner further agrees that LS3P explained the benefits of Enhanced Construction Phase Services to the Owner. If the Owner voluntarily elected not to engage LS3P to perform such services, then the Owner agrees that without Enhanced Construction Phase Services the Project may experience scheduling, budget, and/or coordination problems which will be more difficult and more costly to remedy than prevent.

II. STANDARD BILLING PROVISIONS

LS3P provides Architecture, Interiors, and Planning Services on a time and materials basis as follows:

1. Compensation for Services provided by LS3P personnel shall be at the following hourly rates:

Senior Officer / Principal	\$250
Officer Principal	\$225
Senior Project Manager	\$215
Project Manager	\$190
Senior Architect / Senior Interior Designer	\$175
Architectural Staff III / Interior Design Staff III / Design Staff III	\$150
Architectural Staff II / Interior Design Staff II / Design Staff II	\$135
Architectural Staff I / Interior Design Staff I / Design Staff I	\$120
Designer	\$110
Senior Technician	\$135
Technician	\$110
Administrative	\$75

2. For Services of Professional and Engineering Consultants including but not limited to Structural, Civil, Mechanical, Electrical, Plumbing, and Surveying Services, a multiple of 1.25 times the amount billed to LS3P will apply.
3. Minimum billable time for Depositions and Testimony is One-Half Day.
4. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.

5. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one half percent (1.5%) per month from the date of invoice.
6. This standard schedule is subject to change 6 months from date of issuance.
7. Reimbursable Expenses (i.e., Travel, Reproductions, Printing, Plots, Postage, Handling and Delivery, Facsimile, Long Distance Communications, Renderings, Models, etc.), incur a multiple of 1.1 times the amount expended by LS3P. All air travel greater than three hours in scheduled duration will be booked in Comfort + Class or equivalent. For limited quantities of in-house print or electronic media production, the following billing rates will apply:

Black & White Bond		Premium Bond	Black & White Scans	
30" x 42"	\$2.00	\$3.00	\$2.50	
24" x 36"	\$1.00	\$2.00	\$2.00	
15" x 21"	\$0.50	\$1.00	\$1.25	
11" x 17"	\$0.25	\$0.50	\$0.25	
8.5" x 11"/14"	\$0.10	\$0.20	\$0.15	
Color		Premium Bond	Satin or Gloss	High Res. Color Scans
30" x 42"	\$45.00	\$60.00		\$20.00
24" x 36"	\$30.00	\$45.00		\$20.00
15" x 21"	\$20.00	\$30.00		\$20.00
11" x 17"	\$1.00	\$1.25		\$1.00
8.5" x 11"/14"	\$0.65	\$0.75		\$0.75
Electronic		Internet	CD	DVD
Data Transfer		No Charge	\$15.00	\$25.00
Facsimile		No Charge		
Email / FTP		No Charge		

Large quantity reproductions, blue-line prints, black-line prints, sepia prints, high resolution scans, and other special graphic media formats will be outsourced at vendor pricing plus customary 10% markup.

8. Digital Reproduction of Documents and Instruments of Service (limited to computer generated drawings and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to an LS3P Letter of Agreement stating Terms and Conditions for release. Drawing Sheets prepared using Autodesk® Revit®, Autodesk® AutoCAD®, and Bentley® MicroStation® application software shall have the following per sheet billing rates as Digital Documents:

Electronic Files Formats	Per Sheet
DWG (Autodesk® Drawing File)	\$30.00
DGN (Bentley® Design File)	\$30.00
DXF (Autodesk® Data Exchange File)	\$30.00
DWF (Autodesk® Design Web Format)	\$10.00
PDF (Adobe® Portable Document Format)	\$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG and DXF file formats and Bentley MicroStation design files represented in the DGN file format are viewable, printable and editable using application software. Autodesk Design Web Format or DWF files and Adobe® Portable Document Files or PDF files formats are viewable and printable using Autodesk Design Review and Adobe Acrobat Reader, respectively. These software viewers are available as free downloads. DWF and PDF file formats are not editable and may be scaled, red-lined or otherwise marked up without changing the original files. Additional charges for file format conversion may apply.



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

Consent Agenda

Department: General Services

Presenter(s): Robert M. Brown

Contact(s): Robert M. Brown

Subject: Architectural and Engineering services contract with ADW Architects for a new Emergency Management Services (EMS) Base.

Brief Summary:

The FY 23 EMS Base project is funded for the design and construction of an EMS Base. It is intended to be a prototype design if possible. Architectural and Engineering Services include the following:

- Site assessment
- Development of the building program
- Development of Construction Bid Documents
- Project Cost Estimating
- Bid Management
- Construction Administration and Oversight
- Project Closeout

On October 26th, 2022, General Services released a Request for Qualifications (RFQ) for the selection of a qualified firm. Submittals were received and scored by General Services and Emergency Management Services. ADW Architects scored the highest of the firms that submitted qualifications. As a result, staff negotiated a contract with ADW Architects for \$548,000. The design team will work with General Services and Emergency Management Services to confirm the project scope and to help ensure the project is completed within budget, on schedule and is satisfactory to Buncombe County. The project design process is estimated to take approximately 8 -10 months.

Recommended Motion & Requested Action: Recommend executing the Design Contract with ADW Architects.

County Manager's comments and Recommendation: Recommends approval.

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

This Agreement for Design Consultant Services is made, and entered into this the 23rd day of February 2023, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and ADW Architects, (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 2815 Coliseum Centre Dr, Charlotte, NC 28217.

For Professional Services in connection with the Project known as:
Buncombe County Government
New Base EMS Station

The Owner and the Design Consultant hereby agree as set forth below:

**1. ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1. **Project.** The Project shall be as described above.
- 1.2. **Services.** The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7 and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.
- 1.3. **Construction Contract Documents.** The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.
- 1.4. **Construction Costs.** The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.
- 1.5. **Contractor.** The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

- 1.6. Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.

2. ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.
- 2.4. Design Consultant Representation.
 - 2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.
 - 2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

- 2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3 BASIC SERVICES

3.1. Scope of Services.

- 3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.
- 3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.
- 3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase.**

- 3.2.1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

- 3.2.2. The Design Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Costs

3.3. Construction Document Phase.

- 3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 3.3.2. The Design Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. Permitting and Bidding/Negotiation.

- 3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- 3.4.3. *Intentionally left blank for numbering purposes.*
- 3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.
- 3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
- 3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

- 3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement
- 3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- 3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. Construction Phase.

- 3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.
- 3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.
- 3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

- 3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.
- 3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- 3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.
- 3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

- 3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.
- 3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. Final Completion of Design Services.

- 3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.
- 3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.
- 3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the Contract Documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.

3.7. Serving as Witness.

3.7.1. The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.8. Construction Warranty.

3.8.1. The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies. The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

**4. ARTICLE 4
COMPENSATION**

4.1. Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of \$548,000.00.

4.1.2. In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3. The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2. Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1. Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Permitting and Bidding/Negotiation Phase	5%
Construction Administration (to include Close Out Documents)	20%
Final Completion of Design Services Phase	100%

- 4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
- 4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.
- 4.3. Additional Services Compensation.
 - 4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:
 - 4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.
 - 4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.
- 4.4. Accounting Records.
 - 4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5 PERIOD OF SERVICE

- 5.1. Unless earlier terminated as provided in Article 12 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility

Construction Warranty; Professional Liability coverage; Indemnification; and Ownership of Documents/Confidential Information shall remain in effect after termination of the other provisions of the Agreement.

- 5.2. Time is of the essence in this Agreement.

6. ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1. The Owner shall provide full information regarding the requirements for the Project.
- 6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.
- 6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7 ADDITIONAL SERVICES

- 7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:
- 7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

- 7.1.3. Providing planning surveys or alternative site evaluations.
- 7.1.4. Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.
- 7.1.5. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

8. ARTICLE 8 NOTICES

- 8.1. Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Buncombe County
Attn: General Services Department
40 McCormick Place
Buncombe, NC 28801

To Design Consultant: ADW Architects
2815 Coliseum Centre Dr
Charlotte, NC 28217

9. ARTICLE 9 INSURANCE

- ## 9.1. Insurance

- 9.1.1. Design Consultant agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Owner's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Design Consultant's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Design Consultant, for losses or damages under this Agreement. The minimum insurance coverage which the Design Consultant shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Design Consultant shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Design Consultant with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

Professional Liability. Insurance covering the Design Consultant for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim for projects under \$15,000,000 and a minimum limit of \$2,000,000 per claim for projects over \$15,000,000.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Design Consultant may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying professional liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Additional Insurance Provisions.

If the Design Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Design Consultant shall provide the County with certificates of insurance evidencing the above amounts. Buncombe County and General Services Department shall be named as additional insureds under the commercial general liability and business automobile liability policy(s). Before commencing work and for any subsequent renewals, the Design Consultant shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County.

Design Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Consultant shall ensure that Buncombe County and General Services Department are additional insureds on insurance required from subcontractors.

The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

Waiver of Subrogation: Design Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Design Consultant may acquire against the County by virtue of payment of any loss under such insurance. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Design Consultant shall not be interpreted as limiting the Design Consultant's liability and obligations under this Agreement.

- 9.2. Notwithstanding the foregoing, nothing contained in this Article 9, nor this Contract, shall be deemed to constitute a waiver of the sovereign immunity of the Owner, which immunity is hereby reserved by the Owner.

10. ARTICLE 10 INDEMNIFICATION

- 10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

11. ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

- 11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.
- 11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.
- 11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

- 11.3. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

12. ARTICLE 12 TERMINATION, SUSPENSION OR ABANDONMENT

- 12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.
- 12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.
- 12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.
- 12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- 12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.
- 12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

13. ARTICLE 13 SUCCESSORS/ASSIGNMENT

- 13.1. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

- 13.2. The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

**14. ARTICLE 14
OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION**

- 14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.
- 14.2. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Owner's reserved rights.

**15. ARTICLE 15
ADDITIONAL PROVISIONS**

- 15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.
- 15.3. The Design Consultant shall follow all applicable federal, state, and local laws.
- 15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

- 15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 15.13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Buncombe County Chief Financial Officer

DESIGN CONSULTANT:
ADW ARCHITECTS

OWNER:
COUNTY OF BUNCOMBE

By:  **JIM POWELL**
Title: **MANAGING PRINCIPAL / VICE PRESIDENT**
Date: **3.8.23**

By: _____
Title: _____
Date: _____

January 25, 2023

Robert M. Brown, Architect
General Services Department
Facilities/Project Manager
Buncombe County
40 McCormick Pl
Asheville, NC 28801

Re: Architectural and Engineering Services REVISED Proposal for a new Base EMS Station

Dear Robert;

ADW Architects is pleased to provide you this proposal to provide Architectural and Engineering Services for your new EMS Base Station Project. We will provide Architectural and Engineering Basic Services per the Counties Agreement for Design Consultant Services contract. The Services include Programming (mostly done), Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Contract Administration Phase Services.

We will provide a detailed SD cost estimate, DD cost estimate and a 50% CD cost estimate.

We will include the following Technology Design Services:

1. Pathways and cabling for the connectivity of the Data, Phone, CATV and Wireless Access System (structured Cabling)
2. Technology room buildout design (racks, cable trays, etc.)
3. Hardwired access control system
4. Audio/Video system

Not included in the technology design services:

1. Network servers, switches or wireless access points (active electronics)
2. Telephone headend or handset devices.
3. Workstations
4. Service provider contracts

Radio alerting system (we will coordinate conduit/j-box and power locations as needed)

This Fee is based on the design of a one-story, 3-bay, +/- 9,960 square foot EMS Station along with associated on-site site improvements and an estimated construction cost of approximately +/- \$7,300,000.

Our Basic Services Lump Sum Fee for this project, including all phases of work and the additional scope items noted above would be \$548,000. (*Note that a \$5,000 reimbursable allowance is included within the lump sum fee)

Additional Design Service Not Included in the Base Fee

PV Design Alternate (Base fee includes PV ready)

We can provide this design service for \$8,500.

The following Project expenses would be considered reimbursable. They would be invoiced for only as needed. *Note that a \$5,000 allowance has been added to the basic lump sum fee for reimbursables to be charged against.

- all drawing printing (process, permitting and construction)
- project manual printing (specifications)
- postage and handling of permitting and bid documents only
- newspaper ads for bidding
- mounting, foam core, etc. for owner requested presentation drawings
- FedEx or rush delivery
- regulatory application fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals or any lodging required for this project.

The following Services need to be provided by the County as they are either related to the Counties site or they are third party inspections.

- site surveying
- geotechnical engineering
- independent construction materials & compaction testing
- special inspections required by the NC Building Code
- building commissioning (if desired, under 10,000 sf is not required by code)

Please note that the Design Team will need the site survey and geotechnical work completed early in the design phases of the project once a site is selected.

The following services have not been included in the fee.

- fire hydrant flow testing
- fire pump design (if needed)
- hazardous material identification/abatement
- environmental assessments/engineering, impact statements
- flood studies, wetlands studies, wetlands 401/404 permitting, etc.
- pump station sewer design if gravity flow is not possible
- traffic impact analysis, traffic studies, traffic signal design
- work related to any rezoning, conditional or special use permit or other similar requirements
- storm water control measure/BMP re-design work if General Contractor does not build these devices as per plans and specs.
- irrigation design
- deep foundation design (only needed if geotechnical report finds soils unsuitable for

standard spread footings)

- Design Services for any off-site improvements that may be required by permitting Agencies, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, etc., as it is unknown at this time if DOT or other permitting Agencies will require any of these improvements off-site.
- fueling system design and engineering

The Basic Services Fee is based on the following Project Scope;

- 1- We will provide a custom Design for the Buncombe County/EMS/EM, based on the specific needs of the EMS Department and the County.
- 2- This Fee is based on using the traditional design/bid/build project delivery method.
- 3- This Fee includes implementation of some basic Sustainable Design Principles, including construction waste monitoring/reduction, but not LEED certified.
- 4 - Solar ready design will be provided, an alternate for installing the PV system is listed as an additional design service.
- 5 Professional Cost Estimating Services will include estimates at the end of the Schematic Design Phase, Design Development and at the 50% completion of the Construction Documents Phase of the project.
- 6- This Fee is based on a 16-month construction duration. This Fee includes job site visits every two weeks by ADW Architects. These visits will include written reports with photographs of job progress. The Project Engineers will visit the site at intervals appropriate to the stage of construction. If the construction duration exceeds 16 months, we can provide Construction Contract Administration Site Visits as Additional Services on an hourly basis, per site visit basis, or a mutually agreed upon lump sum fee. Additionally, ADW will participate in a “virtual” meeting in the non-visit weeks with the contractor and owner.
- 7- This Fee includes meetings with EMS and County staff and leadership as needed to review the progress of the design and construction.
- 8- The Design for all special systems, such as Telecom/Data, CCTV, Security, Audio Visual, etc. will be provided as part of the base services as noted above.
- 9- This Fee does not include any separate early permitting & bid packages, such as an early site & foundation package, early steel package, etc. that would be needed for a fast track design process.
- 10- This Fee does not include any Design Services for any off-site improvements that may be needed, such as road widening, sidewalk/curb & gutter improvements, utilities extension,

storm water improvements, easements, traffic signals, etc.

Robert, we appreciate the opportunity to provide this proposal. If you have any questions, or if we have misinterpreted any information related to your needed Scope of Services, please do not hesitate to contact us.

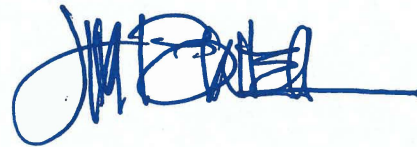
Jim has taken a quick look at the counties agreement for design consultant services and did not see any red flags on our part, he has sent to our liability insurer to make sure they were good as well, we should hear from them shortly, if this proposal looks good on your end please send us a draft of the contract with this proposal as an attachment and we should be able to sign and get back to you.

We look forward to starting this exciting Project!

Sincerely,
ADW Architects



Keith Carlyon, AIA, NCARB, LEED AP
Managing Principal
2815 Coliseum Centre Dr.
Charlotte, NC 28217



Jim Powell, AIA
Managing Principal
2815 Coliseum Centre Dr.
Charlotte, NC 28217



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

Consent Agenda

Department: General Services

Presenter(s): Ronnie Lunsford

Contact(s): Ronnie Lunsford

Subject: Design services contract with Building Envelope Consultants and Scientists for the exterior remediation of 200 College Street.

Brief Summary: The Board of Commissioners has previously approved a project to remediate the exterior of the building at 200 College Street to prevent water and air infiltration. To facilitate the project, design services are needed. The services provided by the consultant include:

- Window Water Testing
- Design Documents
- Construction Documents
- Bid Administration
- Assistance with permitting
- Construction Administration
- Compilation of Closeout Documents

General Services released a Request for Qualifications to solicit interested firms to provide the services needed. Four firms responded by submitting Statements of Qualifications and Building Envelope Consultants & Scientists scored the highest of the four firms. General Services staff negotiated a contract for \$263,800. This is in line with expectations of costs for design and no new funds are needed.

Recommended Motion & Requested Action: Recommend executing the design services contract with Building Envelope Consultants and Scientists.

County Manager's comments and Recommendation: Approve as presented

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

This Agreement for Design Consultant Services is made, and entered into this the 11th day of May 2023, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and Building Envelope Consultants and Scientists, PLLC., (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 1103 N. Washington St; FL 3, Baltimore, MD 21213.

For Professional Services in connection with the Project known as:
Buncombe County Government
Administration Building Assessment

The Owner and the Design Consultant hereby agree as set forth below:

**1. ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1. Project. The Project shall be as described above.
- 1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7 and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.
- 1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.
- 1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.
- 1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

- 1.6. Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.

2. ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.
- 2.4. Design Consultant Representation.
 - 2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.
 - 2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

- 2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3 BASIC SERVICES

3.1. Scope of Services.

- 3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.
- 3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.
- 3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase.**

- 3.2.1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

- 3.2.2. The Design Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Costs

3.3. Construction Document Phase.

- 3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 3.3.2. The Design Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. Permitting and Bidding/Negotiation.

- 3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- 3.4.3. *Intentionally left blank for numbering purposes.*
- 3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.
- 3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
- 3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

- 3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement
- 3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- 3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. Construction Phase.

- 3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.
- 3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.
- 3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

- 3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.
- 3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- 3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.
- 3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

- 3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.
- 3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. Final Completion of Design Services.

- 3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.
- 3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.
- 3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the Contract Documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.

3.7. Serving as Witness.

3.7.1. The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.8. Construction Warranty.

3.8.1. The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies. The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

**4. ARTICLE 4
COMPENSATION**

4.1. Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of \$263,800.00.

4.1.2. In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3. The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2. Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1. Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Permitting and Bidding/Negotiation Phase	5%
Construction Administration (to include Close Out Documents)	20%
Final Completion of Design Services Phase	100%

- 4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
- 4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.
- 4.3. Additional Services Compensation.
 - 4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:
 - 4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.
 - 4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.
- 4.4. Accounting Records.
 - 4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5 PERIOD OF SERVICE

- 5.1. Unless earlier terminated as provided in Article 12 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility

Construction Warranty; Professional Liability coverage; Indemnification; and Ownership of Documents/Confidential Information shall remain in effect after termination of the other provisions of the Agreement.

- 5.2. Time is of the essence in this Agreement.

6. ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1. The Owner shall provide full information regarding the requirements for the Project.
- 6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.
- 6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7 ADDITIONAL SERVICES

- 7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:
- 7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

- 7.1.3. Providing planning surveys or alternative site evaluations.
- 7.1.4. Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.
- 7.1.5. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

8. ARTICLE 8 NOTICES

- 8.1. Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Buncombe County
Attn: General Services Department
40 McCormick Place
Buncombe, NC 28801

To Design Consultant: Building Envelope Consultants and Scientists, PLLC
1103 N. Washington St; FL 3
Baltimore, MD 21213

9. ARTICLE 9 INSURANCE

- ### 9.1. Insurance

- 9.1.1. Design Consultant agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Owner's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Design Consultant's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Design Consultant, for losses or damages under this Agreement. The minimum insurance coverage which the Design Consultant shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Design Consultant shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Design Consultant with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

Professional Liability. Insurance covering the Design Consultant for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim for projects under \$15,000,000 and a minimum limit of \$2,000,000 per claim for projects over \$15,000,000.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Design Consultant may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying professional liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Additional Insurance Provisions.

If the Design Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Design Consultant shall provide the County with certificates of insurance evidencing the above amounts. Buncombe County and General Services Department shall be named as additional insureds under the commercial general liability and business automobile liability policy(s). Before commencing work and for any subsequent renewals, the Design Consultant shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County.

Design Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Consultant shall ensure that Buncombe County and General Services Department are additional insureds on insurance required from subcontractors.

The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

Waiver of Subrogation: Design Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Design Consultant may acquire against the County by virtue of payment of any loss under such insurance. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Design Consultant shall not be interpreted as limiting the Design Consultant's liability and obligations under this Agreement.

- 9.2. Notwithstanding the foregoing, nothing contained in this Article 9, nor this Contract, shall be deemed to constitute a waiver of the sovereign immunity of the Owner, which immunity is hereby reserved by the Owner.

10. ARTICLE 10 INDEMNIFICATION

- 10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

11. ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

- 11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.
- 11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.
- 11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

- 11.3. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

12. ARTICLE 12 TERMINATION, SUSPENSION OR ABANDONMENT

- 12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.
- 12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.
- 12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.
- 12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- 12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.
- 12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

13. ARTICLE 13 SUCCESSORS/ASSIGNMENT

- 13.1. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

- 13.2. The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

**14. ARTICLE 14
OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION**

- 14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.
- 14.2. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Owner's reserved rights.

**15. ARTICLE 15
ADDITIONAL PROVISIONS**

- 15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.
- 15.3. The Design Consultant shall follow all applicable federal, state, and local laws.
- 15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

- 15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 15.13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Buncombe County Chief Financial Officer

DESIGN CONSULTANT:
BECS

OWNER:
COUNTY OF BUNCOMBE

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTACHMENT A



Building Envelope Consultants and Scientists, PLLC.

May 9, 2023

ATTENTION: **Buncombe County**
Ronnie Lunsford, PEM, Facilities/Project Manager
40 McCormick Pl,
Asheville, NC 28801

SUBJECT: **Proposal for Engineering Services (Task 1b to 4)**
Buncombe Admin Building
200 College Street
Asheville, NC 28801
BECS #20220652B v2

Dear Mr. Lunsford:

Building Envelope Consultants and Scientists, PLLC (BECS) is pleased to submit the following proposal to assist with the referenced project. Below, you will find our proposed scope of services based upon our knowledge of the project at this time and our experience with similar projects of this type.

Background

The Buncombe County Administrative Building is a four-story structure. The lower level is retail space while the remaining upper levels house office space. The building is steel framed with a façade consisting of curtain wall, punched windows, masonry units and a metal panel rain screen system.

In 2014 - 2022, SKA conducted investigations around the admin building to find and mediate existing water intrusion. From these investigations, SKA was able to find multiple discrepancies involving the curtain wall, WRB, flashing and the securement of the façade masonry units.

BECS performed a façade assessment with report March 10, 2023 outlining out recommendations for repair.



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Proposed Scope of Services

The BECS services outlined below are conducted by a team of registered engineers and architects, building scientists, and roofing/waterproofing consultants, with specialties in structural and restoration engineering, building envelope, and general construction. The specialists working on each project have extensive experience in such investigations. Conclusions will be drawn from on-site observations and interviews with users and management/maintenance personnel. Appropriate documents will be reviewed for orientation purposes. Except where indicated otherwise, no destructive testing, calculations, intrusive observations, or laboratory analysis is included in the services outlined herein.

Task 1– Façade Observations, Drawing Review, and Report (Completed)

Task 1B –Window Forensic Water Testing

- Perform water testing and investigation following general industry guidelines of AAMA 511. The windows will be tested with the use a static pressure chamber built on the inside of the window assembly or a blower door fan to create a pressure differential inside of the unit. This work will require interior and exterior access to the unit or units for the duration of the testing and will require coordination with maintenance staff. If a static test chamber will be utilized, interior wall finishes and/or trim will need to be removed by others as well. BECS will make every effort to remove water that may infiltrate the unit during water testing, but BECS will not be responsible for damage that may occur to any interior spaces or finishes as a result of water testing operations.
- We will follow up on our investigation with a brief report or email summary of our findings. The intent of the water testing is to ascertain the reasoning for the water intrusion within the wall/window system and to develop repairs solution that will be incorporated into the skylight repair design manual.
- If required, we will attend one on site meeting during normal business hours (Monday through Friday 8:00 AM to 5:00 PM) with the Client following delivery of our findings to review conditions and recommendations and answer questions related to the investigation.

Items Provided by Others for Water Testing Activities:

- Power: Use of 110/120 power receptacles on the interior
- Water: A water source within 200 ft of the test area
- Access: Interior and exterior access will be required for BECS to either construct a test chamber or utilize a blower door fan, and observe testing from the interior
- Repairs: BECS shall not be responsible for repairs of any damage which may result from testing. BECS is also not responsible for removal or reinstallation of finishes or components needed to properly complete the testing.

Task 2 – Design Documents

- Prepare a technical specification and Drawings (together referred to as the Project Manual) to help identify repair or replacement needs for the components in question. The Design Intent of the Project Manual will be based on the referenced condition on our findings and the scope agreed to by the Client.



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- Prepare repair details and drawings as necessary. The intended drawing deliverable is typically a 4-6 sheet set of drawings including a cover sheet/typical notes/plan/elevation/and details. Projects requiring extensive detailing beyond 6 sheets of drawings may require additional fees.
- The Task 2 deliverable is intended for bidding purposes only. During the completion of the bidding process and prior to contract award, the Task 2 deliverable may require revisions to document items changed or negotiated material delivery lead times, schedule, or other considerations. The Task 2 deliverable is not intended to be a permit or construction document.
- A Project Manual will be developed that will include:

▪ Invitation to Bid ▪ Instructions to Bidders ▪ Bid Forms ▪ Administrative Provisions ▪ Scope of Work ▪ Technical Specifications ▪ Drawings	▪ Bond Requirements ▪ Insurance Requirements ▪ Warranty Information ▪ AIA Format /Owner Contract Form ▪ General Conditions (AIA Format) ▪ Material Requirements
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- Below is an Expert from the BECS Report Dated March 10, 2023 explain our recommended repairs.

BECS recommends to follow Option 1/1A from SKA document dated April 6, 2020, *Narrative of Proposed Additional Repair*. In addition to these repairs, it is not recommended to salvage the masonry units in our opinion, this building is not historic in nature and this practice adds unforeseen costs, schedule changes and potential change orders into construction estimates. In addition, we do not recommend any sort of commercial building wrap as a weather-resistant barrier (WRB). For this building type and application, we recommend a liquid product as a WRB. BECS does not recommend removing the windows on the first and second floors as there are no reported issues at these locations and windows can be flashed properly without removal. The issues related to the water intrusion in the commissioner's chamber should be resolved and added to the scope of work. As mentioned in the report above, any sealant on the building that is deemed beyond its current lifespan should be replaced at this time and weep holes should be drilled on the base track of the metal panel rain screen system.

Option 1: Full replacement and rework per recommendations.

- Remove all existing masonry from the bottom of the third-floor windows to ground level. ~~Catalogue and save existing cultured stone in order to replace it at the same location from where it was removed.~~
- ~~Remove existing windows at the first and second floor levels.~~
- Remove existing masonry anchors, building wrap and rubberized asphalt flashing all around the building.
- Install new liquid type weather-resistant barrier all around the building equivalent to GCP Liquid Perm-a-Barrier ~~Type Commercial Wrap~~. Lap, seal and terminate WRB in strict accordance with the manufacturer's written instructions.



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- Install new screw-attached masonry anchors with triangular wire ties at spacing not to exceed 24" x 16". Seal masonry anchors to WRB to preclude air or moisture intrusion at all locations.
- Install new window head and sill flashing at all wall openings, incorporating the new flashing with the new WRB in strict accordance with the manufacturer's written recommendations.
- ~~Reinstall existing windows in the openings incorporating new window sill pans as required in such a manner as to not penetrate the new flashings in as much as possible.~~

Option 1A: Full replacement and rework per recommendations with utilizing brick veneer and accent brick in lieu of renaissance stone where renaissance stone is currently present.

- The work under this option shall be the same as Option 1, except the cultured stone masonry shall be replaced with new brick masonry to match the existing brick.

Task 3 – Bidding Services

- BECS will consult with the Client to establish a list of at least 3-5 qualified bidders. BECS will provide a written bidders list of pre-approved bidders for a project of this type and complexity to the Client for their review and approval. We will also suggest dates and times for the prebid meeting and receipt of bids. Once the bidder's list, pre-bid meeting date/time, and period for bidding are approved by the Client, BECS will arrange the prebid meeting (see below).
- If NC IPS System integration is required. BECS will work with Buncombe County to integrate the scope of work and project documents into the IPS System.
- Conduct an on-site pre-bid meeting with the pre-approved Contractors. The Client and/or Client's representative, building engineer, Contractors, and BECS will attend.
- Prepare and distribute the required bid addenda. BECS will respond in written format to questions and needed clarifications requested by the bidders and/or Client and Client's representative.
- Bids will be sent to the Client with a copy to BECS. BECS will review the bid results and provide a letter with a summary of contractor bids received and our recommendations on the selection of a Contractor for the project.
- BECS will attend one on-site meeting with the Client or Client's representative to review the bids and discuss repair scenarios, costs, project duration, etc. We will answer questions and provide clarifications needed or asked by the Client and the overall Project Team.
- Our price does not include short list or other interviews with contractors, Best and Final negotiations, rebidding due to financial restrictions, value engineering, or rebidding or additional bidding due to a lack of bid participation. These and any other services not specifically outlined above if requested will be performed at Time and Expense.
- Following our meeting, BECS will act upon the direction provided by the Client including notifying bidding Contractors of the Client's decision regarding Contractor selection. Services beyond these will be performed if requested at Time and Expense.



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Task 4A – Quality Assurance Services

Pre-Construction Phase

- We will assist the Contractor and Client with the preparation of AIA A104 Format Contract Documents as reviewed and approved during Design Services by the attorney for the Client(s). BECS will finalize and assemble the complete contract based on the decisions made by the Client on bids received in Task 3. We will deliver the completed document to the selected Contractor for signature. Following the signature by the Contractor, BECS will deliver the contract to the Client for signature. These functions will be performed electronically unless directed otherwise by the Client.
- Once the Client and Contractor have executed an agreement and are under contract, BECS will conduct an on-site pre-construction conference. The Client, Client's representatives, property manager, building engineer, contractor, subcontractors, code officials (as needed), BECS, and others (collectively the Project Team) will attend.

Permitting

- BECS will update the Task 2 design documents for submission as permit documents. This work will be provided on a Time and Expense basis and will depend on the requirements of the local Authority Having Jurisdiction (AHJ) that are in-place at the time of permitting. As these requirements are constantly changing, BECS cannot predict or project the amount of time our permitting revisions will require.
- BECS assistance during the permitting process is limited to the provision of stamped and sealed drawings for the Contractor or Owner to utilize as attachments to the permit application. We are not proposing, nor do we typically provide, permit "walk-through" or expediting services. These services are best retained directly by the Contractor or Owner through a qualified local expeditor that is familiar with the policies and procedures of the AHJ.
- BECS will update the permit documents to reflect the local building code and special inspection requirements. We will complete forms from the AHJ that are provided by the expeditor. Should the AHJ require a calculations package for our work one will be developed at an additional fee. Should the AHJ request extensive revisions to the permit set requiring additional drafting, analysis, or calculations; or the addition of specification sections, this will be done for an additional fee.

Construction Phase

- Review of Contractor material, administrative, and safety submittals. Approve/disapprove submittals and initiate field-installed mock-up samples for Client review. During this phase, the Contractor will install samples of the approved products in the field for Client review, selection, and approval. Detailed work will not commence until submittals and mock-ups are approved.
- The Contractor will request payment for work completed about every 30 days for the duration of the project. Retainage will be withheld until all work is reviewed, accepted, and agreed complete by the project team. BECS will review Contractor pay requisitions, the release of lien documents, change orders, and close-out documents before submitting them to the Client for processing. We will, in conjunction with the Client, approve/disapprove these documents.
- Provide clarification of technical or contract issues.
- Conduct periodic progress meetings with the project team to review past Work, resolve project-related issues, review the Contractor's payment applications, and discuss future Work.



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- Perform periodic site visits during construction at milestones and or hold points, or other times as needed, to observe the progress of the Work, verify quantities of repair and determine if the Work is being performed in general accordance with the Project Specifications. (Minimum two visits per week)

Post Construction

- We will prepare a formal punch list following substantial completion and conduct a formal walkthrough with the Client following the Contractor's formal statement of completion.
- Assemble close-out documents including a letter of substantial completion, contractor's formal statement of completion, and warranty information and guidelines and submit to the Client for the project records.

Our services during construction are limited to those described in the scope of work, attached terms and conditions, and those discussed in the A104 contract format for the roles of the Architect. We are not responsible for Contractor means and methods, staging, access, shoring, bracing, safety, scheduling, in-house quality assurance, temporary protection, or any other roles of the Contractor as defined by the A104 contract format and industry-standard documents. BECS is not an "owner's representative", "construction manager", "construction project manager", or "construction manager at risk"; our involvement during construction is that of reviewing the Contractor's work for conformance with the project manual, drawings, industry standards, and the design intent. BECS does not offer or imply any warranty or guarantee on the installed work.



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Task 4B – Functional Performance Testing Services

- As part of our quality assurance services, BECS will self-perform the following tests as required per the specifications issued in Task 2, Design. These testing services are required/recommended by industry standard, various state building codes and/or manufacturers of materials being used in this project.

Testing Services include:

ASTM C1521 - Evaluating Adhesion of Installed Weatherproofing Sealant Joints. Perform Sealant Pull tests one test per 500 LF.

ASTM E1105: *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows*. After windows are repaired or replaced this water performance test (sometimes mandated by the building code) recreates high wind conditions with winds up to 75 MPH while simultaneously spraying a driven rain utilizing a spray rack. This test is performed to ensure the restoration of the skylight system and ribbon windows and flashing design is watertight or that the window repairs are watertight.





Building Envelope Consultants and Scientists, PLLC.

Consulting Fees and Payment Terms

Our consulting fees represent our estimate of the time and expense that will be required on behalf of the project. Proposals are valid for 90 calendar days from the date the proposal is prepared/written. If the Client does not accept the proposal or certain Tasks within that time frame, then the proposal and/or Tasks not selected will be renegotiated at the time the proposal and/or Task is formally selected.

Task 1B – Window Forensic Water Testing (T&E Budget)	\$6,500
Task 2 – Design Documents (T&E Budget)	\$85,000
Task 3 – Bidding Services (T&E Budget)	\$8,000
Task 4A – Quality Assurance Services Preconstruction Services & Permitting (T&E Budget) Construction Phase & Post Construction Phase Services (Lump Sum \$3,100/Week; Estimated Project Schedule 48 Weeks)	\$9,000 *\$148,800
Task 4B – Functional Performance Testing Services (T&E Budget)	\$6,500

**Quality Assurance Services – Construction Phase: If the project duration is less than 48 weeks BECS will not invoice for the remaining balance of the 48-week project schedule estimate. If the project is over 48 weeks BECS will request a change order based on the contractors remaining estimated schedule.*

Schedule

BECS will endeavor to complete the contracted work in a timeframe mutually agreed to with the client. The timeframe for completion of construction may be impacted by items beyond our control including, but not limited to: contractor availability, weather, and the permitting process. BECS will complete those items in the scope of service that are within our control in a timely manner. Items beyond our control shall not be considered as delays on the part of BECS.

BECS will add this work to our staffing place and begin work in earnest on the project within 1-2 weeks of receipt of written notice to proceed, a signed proposal acceptance sheet, or an executed contract between BECS and the Client. Our typical delivery time for Task 1 services is 3-4 weeks.

Additional Services

Unforeseen and hidden conditions may necessitate the need for additional services to be performed beyond those defined. If identified, BECS will submit an Additional Task Service Authorization for Client's approval. No further work will be performed without the Client's written approval. Additional Task Services will follow the terms and conditions attached herein.



Building Envelope Consultants and Scientists, PLLC.

Authorization

If the scope of work and proposed fees are acceptable, please sign the attached Proposal Acceptance Sheet and return it to us.

If a separate Professional Services agreement is to be used, please make it available to us for review and comment prior to formatting for this project. Contractor-type agreements indicating liens, warranties, guaranties, and retainage will not be agreed to. The fees and schedule provided are based on the use of the attached terms and conditions and proposal acceptance sheet, the use of alternative contract forms may result in revisions to the fees and schedule.

We appreciate your consideration of BECS for this work and look forward to assisting you on this project.

Sincerely,

Building Envelope Consultants and Scientists, PLLC

Executive Vice President

JP McDonald, PE
Vice President

Attachments: Proposal Acceptance Sheet/Terms and Conditions

Proposal for Engineering Services (Task 1b to 4)
 Buncombe Admin Building
 200 College Street
 Asheville, NC 28801
 BECS #20220652B v2
 May 9, 2023



Building Envelope Consultants and Scientists, PLLC.

PROPOSAL ACCEPTANCE SHEET

Building Envelope Consultants and Scientists, PLLC (BECS) is pleased to provide the services listed below in this Work Authorization. The purpose of this document is to obtain your authorization for the scope of work defined herein and confirm the terms and conditions (4 Pages Attached Hereto) under which our agreement will be based ("Project").

PROJECT INFORMATION: **Proposal for Engineering Services (Task 1b to 4)**

Buncombe Admin Building
 200 College Street
 Asheville, NC 28801
 BECS #20220652B v2

PAYMENT OF CHARGES - Charge invoice to the account of:

ATTENTION: **Buncombe County**
 Ronnie Lunsford, PEM, Facilities/Project Manager
 40 McCormick Pl,
 Asheville, NC 28801

FOR APPROVAL OF CHARGES (if different from above):

Firm: _____
 Attention: _____
 Street Address: _____
 City/State/Zip: _____
 Email/Phone: _____

PAYMENT TERMS: BY SIGNING BELOW CLIENT ACKNOWLEDGES PAYMENTS ARE DUE NO LATER THAN 30 DAYS FROM THE DATE OF THE INVOICE.

WORK AUTHORIZED BY:

 (Signature) (Date)

 (Please Print Name and Title)

 (Email) (Phone Number)



Building Envelope Consultants and Scientists, PLLC.

TERMS AND CONDITIONS

SECTION 1: SCOPE OF WORK: Building Envelope Consultants and Scientists, PLLC (BECS) shall perform the services defined in the contract ("Scope of Work") and shall invoice the Client for those services. Any cost estimates stated in this agreement shall not be considered as a firm figure unless otherwise specifically stated in this agreement. Subsurface, hidden, unforeseen, inherent design defects, etc. will vary and are often unknown. Such conditions can alter the scope, project durations, and project costs for which BECS is not responsible. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. BECS may perform additional work with prior authorization and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fees are valid for one year following the date of this agreement, unless otherwise noted. Initiation of services by BECS pursuant to this agreement will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS, AND APPROVALS: Unless otherwise agreed, the Client will furnish BECS with right-of-access to the site in order to conduct the Scope of Work. While BECS will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration and costs associated with such restoration are not part of this agreement. Unless otherwise agreed, the Client understands that they must, through the Contractor or through their own means, secure all necessary approvals, permits, licenses, and consents necessary to the performance of the services hereunder. Please note that the specifications provided by BECS obligate the Contractor to obtain all necessary building permits. BECS will provide stamped and sealed drawings as necessary for permitting and documentation of special inspections required as part of Quality Control Services. Responses to permit department clarifications and questions may result in additional design fees if the permit department requests specific plans or details not previously developed by BECS. Items such as energy code, fire code, and ADA code compliance are not typically considered in restoration projects with no change of use or occupancy and are not included in BECS services; therefore, if the permit department requests information related to these items the Client may need to retain the services of a qualified, licensed consultant with expertise in those disciplines to meet permit requirements. Special inspections may be required, and the client may have to retain a special inspection agency to complete these tasks. Attendance at permit department meetings and/or permit "walk-through" services or expediting of permits is not included in our scope. Costs associated with such services if requested by the client and any permitting activity above and beyond the initial permit forms and the required number of stamped and sealed drawings for the initial submission will be invoiced on a Time and Expense (T&E) basis.

SECTION 3: TESTING, TEST SAMPLES, AND LOCATIONS: Samples of the substrate being inspected and/or associated system(s) may be taken during the performance of the work. BECS can provide temporary repairs at a sample and destructive testing location; however, the Client will be responsible for providing permanent repairs to comply with manufacturer's warranty requirements if in effect. BECS will in no way be responsible for leaks or any damages caused by our testing and/or sampling methods as requested and agreed to by the client and/or due to the failure of the Client to provide permanent repairs to the sample and test locations following completion of our work. BECS recommends that the Client hire a contractor approved by the material manufacturer to install and repair guaranteed/warranted systems and to provide permanent repairs to the sample and test locations. Unless otherwise noted, the accuracy of all sample and test locations will be commensurate only with placing and approximate measurements or estimates. The accuracy of our findings will only be applicable to the areas tested.

SECTION 4: UNANTICIPATED HAZARDOUS MATERIALS AND SUBSURFACE CONDITIONS: It shall be the duty of the unit owner, the Client, or their representatives to advise BECS of any known or suspected hazardous substances or subsurface conditions, which are or may be related to the Scope of Work provided; such conditions and/or substances include, but are not limited to, products, materials, by-products, wastes or samples of the foregoing, abandoned wall and foundation systems, pipes, conduits, etc., which BECS may encounter when performing its Scope of Work, or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by BECS employees, agents or subcontractors. Although in no way responsible to identify hazardous substances or subsurface conditions as part of their work, if BECS suspects the existence of hazardous materials or abandoned obstructions during the course of providing services, BECS may in its sole discretion terminate further work on the project, or suspend work on the project, and notify Client of the condition. Services may be resumed only after a renegotiation of the scope of services and fees. In the event that renegotiation cannot occur to the satisfaction of BECS, BECS may in its sole discretion terminate this contract. BECS will not be responsible for any impact such substances and/or conditions might have on the project.



Building Envelope Consultants and Scientists, PLLC.

SECTION 5: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: BECS does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including, but not limited to, samples, drilling fluids, decontamination of fluids, development fluids, soil cuttings, and tailings, and used disposable protective gear and equipment, are the property of the Client. The Client acknowledges and agrees that it is responsible for the proper transportation and disposal of such property unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over to the Client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 6: REPORTS AND INVOICES: BECS will furnish an electronic copy of the report of findings to the Client. Up to two hard copies will be furnished upon request. Additional hard copies will be furnished at the rate specified in the fee schedule. BECS will submit monthly invoices to the Client and a final bill upon completion of the services. Payment is due upon presentation of the invoice and is past due thirty (30) days from the invoice date. BECS will apply up to a 4% processing fee for all credit card transactions. Client agrees to pay a finance charge of **2% of the invoiced amount every 14 calendar days beyond thirty (30) days from the invoice date.** The Client also agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees incurred by BECS relating to collection procedures on overdue accounts. Failure of Client to abide by the provisions of this section will be considered immediate grounds for termination of this agreement by BECS.

SECTION 7: OWNERSHIP OF DOCUMENTS: All reports, sample logs, field data, field notes, laboratory test data, calculations, estimates, drawings, and other documents prepared by BECS as instruments of service shall remain the property of BECS whether or not the Project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project, or on other Projects. Any reuse without written verification or adaptation by BECS for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BECS. The Client shall indemnify and hold harmless BECS, its members, employees, agents, representatives and contractors from any and all claims, causes of action, damages, compensation, sums of money, losses and expenses including attorney's fees arising out of or resulting from the use of any and all documents prepared by BECS for Client or any third-party claims. Any such verification or adaptation will entitle BECS to further compensation at rates to be agreed upon by the Client and BECS.

SECTION 8: CONFIDENTIALITY: BECS shall hold confidential all business or technical information obtained from the Client or its affiliates or generated in the performance of the Scope of Work under this agreement and identified in writing by the Client as "confidential". BECS shall not disclose such information without the Client's consent except to the extent required for 1) Performance of the services under this agreement; 2) Compliance with professional or ethical standards of conduct for the preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directives; and/or 4) Protection of BECS against claims or liabilities arising from the performance of services under this agreement. BECS's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 9: STANDARD OF CARE: Scope of Work performed by BECS under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where samples, surveys, tests or explorations are made by BECS and that the data, interpretations, and recommendations of BECS are based solely upon the data available to BECS. BECS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 10: SAFETY: BECS has adopted safety policy procedures for its personnel in the performance of our services. BECS is not responsible or liable for injuries or damage incurred by third parties who are not employees of or engaged by BECS. It is understood that BECS will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the Client unless contracted to others.



Building Envelope Consultants and Scientists, PLLC.

SECTION 11: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by BECS to subpoenas issued by any party other than BECS in conjunction with the work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: LIMITATION OF LIABILITY: To the maximum extent permitted by law, in no event shall BECS be liable to client or any third party for any direct, consequential, special, incidental, punitive, indirect, exemplary, or any other damages arising out of this agreement or scope of work, even if BECS has been advised about the possibility of such damages (whether such damages arise in contract, tort (including negligence) or otherwise). In no event shall BECS's cumulative liability, for damages of any type to the Client under this agreement, exceed the amount paid by the Client to BECS pursuant to this agreement.

SECTION 13: INDEMNIFICATION: The Client covenants to defend and indemnify and hold harmless BECS, its members, employees, agents and subcontractors (collectively, BECS) from and against all claims, actions, judgments, damages, liabilities, costs and expenses including, but not limited to, attorneys' fees and disbursements attendant thereto, in connection with any claim brought by BECS and/or a third party against BECS, arising from or out of Client's breach or threatened breach of any duty, obligation, representation, warranty, and/or covenant, or failure to comply with any provision of this agreement, the Scope of Work, or occasioned wholly or in part by any act or omission of Client.

SECTION 14: INSURANCE: BECS carries the following insurance. (a) Worker's Compensation Insurance, (b) Comprehensive General Liability Insurance, (c) Automobile Insurance and (d) Professional Liability Insurance Certificates for all such policies of insurance will be provided to Client upon written request.

SECTION 15: ENVIRONMENTAL INDEMNITY: The Client acknowledges and agrees that BECS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this agreement, the Client waives any claims against BECS and agrees to indemnify and save BECS, its members, agents, subcontractors and employees harmless from any claim, actions, damages, judgments, losses, costs, liability or defense cost, including, but not limited to, attorney's fees and disbursements attendant thereto, and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to BECS's performance of the Scope of Work.

SECTION 16: TESTING AND OBSERVATION SERVICES: If BECS is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, BECS will report test results, observations and professional opinions to the Client. The presence of BECS field representatives will be for the purpose of providing field testing and observation. The Scope of Work does not include supervision or direction of the actual work of the contractor, their employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the testing and/or observation by our firm shall excuse him in any way for defects discovered in his work. The term "observation" implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work substantially complies with the specifications and contract documents. BECS shall not be viewed as the conduit for construction communication or the liaison. BECS handles construction contract disputes as per AIA A 104 in the event of a conflict between the client and the contractor. With any manufactured product, there are statistical variations in its uniformity and the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Work requested by the Client. The Client acknowledges and understands that the degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

SECTION 17: SAMPLES: BECS will retain all test samples that are transported to BECS for 60 days after submission of the findings report. Further storage or transfer of samples can be made at the Client's sole expense upon written request.



Building Envelope Consultants and Scientists, PLLC.

SECTION 18: SEVERABILITY: If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired and the parties hereto agree that this agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days prior written notice in event of a material breach of any of the terms, covenants, obligations or duties under this agreement and a failure to cure such breach within such seven (7) day period. Such termination shall not be effective if that material breach has been cured before the expiration of the seven (7) day period. In the event of termination, BECS shall be paid for all services performed through the termination notice date plus all reasonable termination expenses, including, but not limited to, all direct costs of BECS required to complete analyses and records necessary to complete its files and may also include a report on the Scope of Work performed to the date of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor BECS may delegate, assign, sub-write or transfer its duties or interest in this agreement without the prior written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence and control over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding BECS's Scope of Work.

SECTION 22: ENTIRE AGREEMENT: This Agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

SECTION 23: GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the State, Commonwealth, or District in which the work occurs.

◆◆◆



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

Consent Agenda

Department: Planning / Legal & Risk

Presenter(s): Michael Frue

Contact(s): Nate Pennington or Michael Frue

Subject: Inter-Local Agreement between the City of Asheville and the County of Buncombe

Brief Summary: A combined parcel located at 1310 Fanning Bridge Road is partially within Asheville planning and zoning jurisdiction and partially within Buncombe County planning and zoning jurisdiction. City and County staff agree that Asheville should have exclusive planning and development regulation jurisdiction for the entire parcel and the landowner has provided its written consent by signing the Inter-Local Agreement.

In accordance with GS §160D-203 and § 160A-461, local governments may, by mutual agreement and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction under Chapter 160D of the North Carolina General Statutes for the entire parcel to any one of those local governments when a parcel of land lies within the planning and development regulation jurisdiction of more than one local government.

Recommended Motion & Requested Action: Approve the execution of the Inter-Local Agreement between the City of Asheville and the County of Buncombe

County Manager's comments and Recommendation: Approve as presented.

RESOLUTION NO. 23-06-03

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL AGREEMENT BETWEEN
THE CITY OF ASHEVILLE AND THE COUNTY OF BUNCOMBE
REGARDING A PARCEL IN SPLIT JURISDICTION ON
FANNING BRIDGE ROAD

- WHEREAS, Minkles, LLC has owned a 25.09 acre property at 1310 Fanning Bridge Road since 2002;
- WHEREAS, this 25.09 acres is in the Asheville city limits and subject to Asheville planning and zoning regulations;
- WHEREAS, Minkles is planning to expand its operations at the facility and purchased an adjacent 2.91 acre parcel in 2022 which has been combined with the remaining Minkles property by recombination plat recorded in Plat Book 230, Page 36 Buncombe County Registry;
- WHEREAS, the 2.91 acre parcel is subject to Buncombe County planning and zoning regulations although it is in the city limits of Asheville due to Session Law 2012-121;
- WHEREAS, because there is no direct access to the 2.91 acres and County planning staff are not acquainted with nor equipped to apply any applicable Asheville planning and zoning regulations for the planned expansion and the facility , it has been determined that the entirety of the combined parcel should be subject to Asheville planning and zoning regulations;
- WHEREAS, the Parties are authorized to execute and enter into this Interlocal Agreement pursuant to GS. §160D-203 and § 160A-461;
- WHEREAS, Minkles, as landowner, has provided its written consent for the City of Asheville to have exclusive planning and development regulation jurisdiction for the entire parcel; and
- WHEREAS, the Board of Commissioners is of the opinion that it is in the best interest of the parties involved to enter into this Interlocal Agreement with the City of Asheville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE AS FOLLOWS:

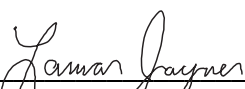
1. That the County Manager is hereby authorized to execute the attached Inter-Local Agreement between the City of Asheville and the County of Buncombe.

2. That this Resolution shall be upon its adoption.

Adopted this 6th day of June, 2023.

ATTEST:

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE



Lamar Joyner, Clerk to the Board

By: 

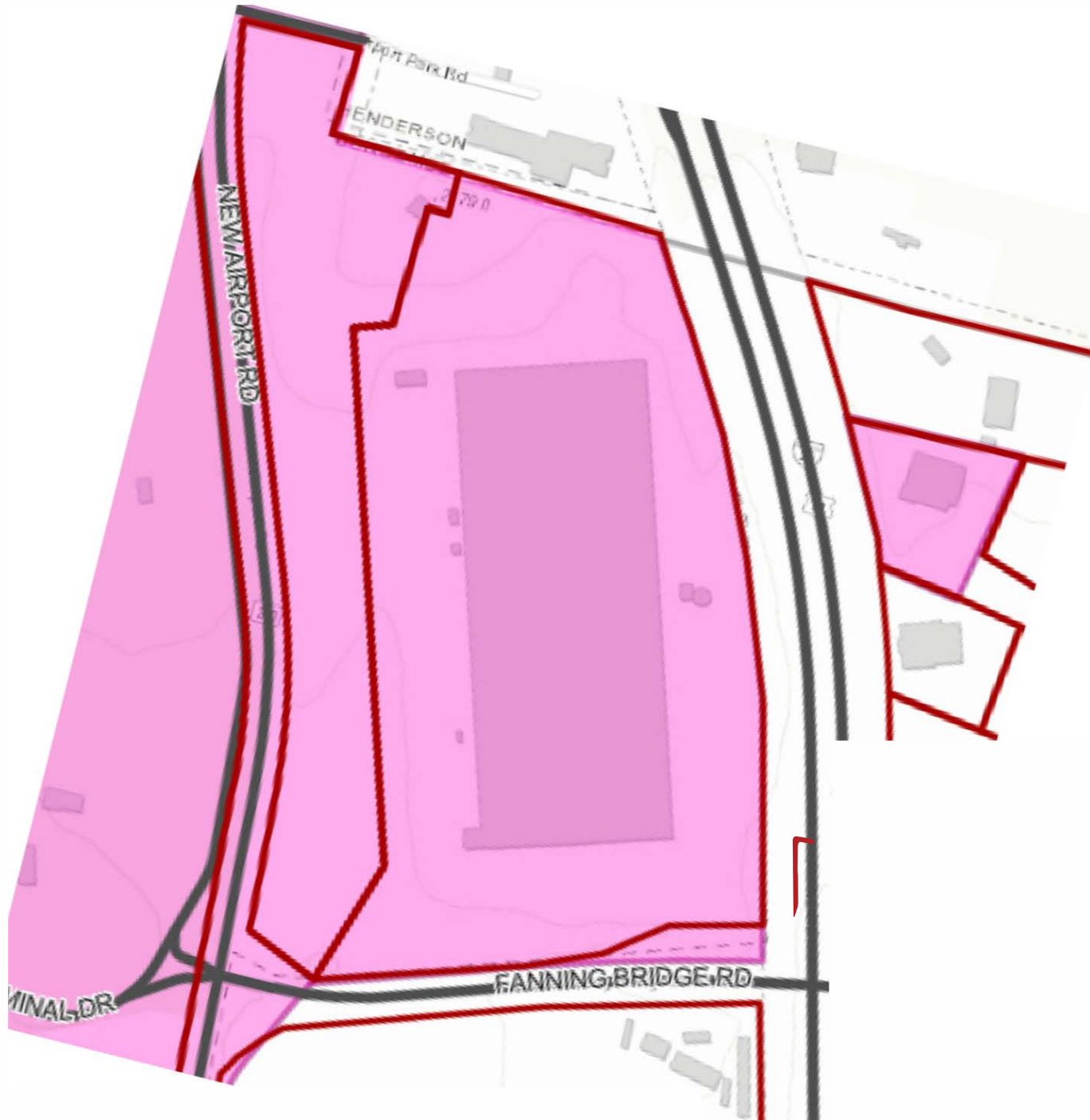
Brownie Newman, Chairman

APPROVED AS TO FORM:



County Attorney







Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: June 6, 2023

Consent Agenda

Department: Budget

Presenter(s): John Hudson, Budget

Contact(s): Dr. Jim Causby, Asheville City Schools
John Hudson, Budget

Subject: State Lottery Projects for ACS - AHS Renovation and Baseball Field Lighting

Brief Summary: In March, Asheville City Schools requested, with the Board of Commissioners' approval (3/21/23), \$715,000 from the Public School Building Capital Fund- North Carolina Education Lottery for two projects at Asheville High.

Funds have been awarded for those two projects at Asheville High School, specifically for design, in the amount of \$70,000:

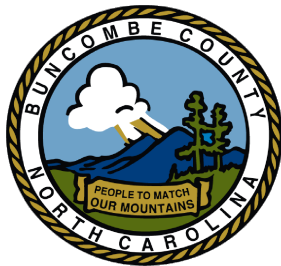
- 1) Renovations of classroom space near the school's media center. (\$40,000)
- 2) Lighting of baseball field. (\$30,000)

This amendment will establish these design projects.

Recommended Motion & Requested Action: Support and approve this request

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #23-06-04



BUNCOMBE COUNTY, NORTH CAROLINA
Public School ADM Capital Fund Project Ordinance

BOARD MEETING DATE: June 6, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Public School ADM Capital Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of June, 2023

Project Name: State Lottery Projects - ACS - AHS Renovation and Baseball Field Lighting

Description:

On March 21st, the Board approved two projects for Asheville City Schools to be submitted to the Dept. of Public Instruction for Lottery funding. Of the \$715,000 request, Lottery funds have been approved in the amount of \$30,000 for design of Asheville High School Baseball Field Lights Installation and \$40,000 for design of Asheville High School Classroom Renovation.

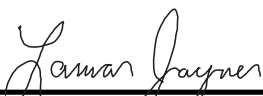
Funding Source:

NC Education Lottery Funding - Public School Building Capital Fund

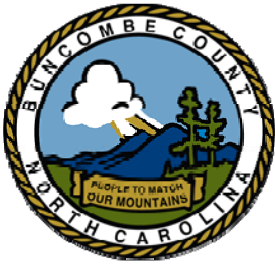
Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
ACS - Asheville High - DESIGN - Classroom Renovation	\$ 40,000	\$ 40,000
ACS - Asheville High - DESIGN - Baseball Field Lights	\$ 30,000	\$ 30,000
TOTAL	\$ 70,000	\$ 70,000

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: June 6, 2023

Consent Agenda

Department: Planning

Presenter(s): John Hudson, Budget Director

Contact(s): Nathan Pennington, Planning Director
Matthew Cable, Community Development Division Manager

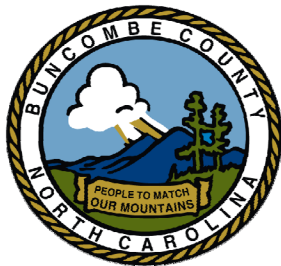
Subject: Housing Trust Program Income Realization

Brief Summary: This budget amendment budgets \$91,000 in overrealized Housing Trust Program Income project dollars to the FY23 Affordable Housing Services Program (AHSP) project and the Housing Trust Program Income project. These dollars will fund affordable housing professional services, including site specific studies associated with property acquisition, in an effort to ultimately develop units accessible to low- and moderate-income households.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #23-06-05



BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: June 6, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Special Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of June, 2023

Project Name: Housing Trust Program Income Realization

Description:

This budget amendment budgets \$91,000 in overrealized Housing Trust Program Income project dollars to the FY23 Affordable Housing Services Program (AHSP) project and the Housing Trust Program Income project. These dollars will fund affordable housing professional services, including site specific studies associated with property acquisition, in an effort to ultimately develop units accessible to low- and moderate-income households.

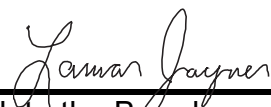
Funding Source:

Housing Trust Program Income

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 224 - Housing Trust Program Income	\$ 21,800	\$ 21,800
Fund 224 - Affordable Housing Services Program FY23	\$ 69,200	\$ 69,200
TOTAL	\$ 91,000	\$ 91,000

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: June 6, 2023

Consent Agenda

Department: Agriculture & Land Resources

Presenter(s): John Hudson, Budget Director

Contact(s): Jennifer Harrison, Agriculture and Land Resources Director
Ariel Zipp, Farmland Preservation Manager

Subject: Establish Two Conservation Easement Projects

Brief Summary: The Buncombe County Land Conservation Advisory Board (LCAB) requests transaction costs for two new easement projects from the FY23 Conservation Easement project funds. The two new projects consist of South McDaires Ridge in Weaverville held by Southern Appalachian Highlands Conservancy (SAHC), and Sand Branch in Fairview, held by Conserving Carolina (CC).

- South McDaires Ridge, +/- 171 acres in Weaverville – SAHC - \$47,200
- Sand Branch, +/- 65 acres in Fairview - CC - \$45,000

This aligns with the 2025 Strategic Plan Goal: *Preserve farmland and environmentally sensitive tracts.*

This aligns with Buncombe County Board of Commissioner's Land Conservation Goal of *protecting 20% of Buncombe County lands by 2030*.

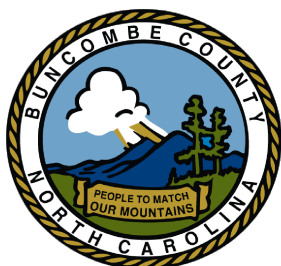
No new funding is required. Approving the budget amendment will exhaust the FY23 Conservation Easements allocation.

Buncombe County has funded projects that will bring the total acreage of land protected in the County up to 79,342. With these additional acres, Buncombe County will have 79,578 acres of protected land and will need 4,518 additional acres to achieve the 20% by 2030 conservation goal.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #23-06-06



BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: June 6, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Special Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of June, 2023

Project Name: Establish Two Conservation Easement Projects

Description: The Buncombe County Land Conservation Advisory Board (LCAB) requests transaction costs for two new easement projects from the FY23 Conservation Easement project funds. The two new projects consist of South McDaires Ridge in Weaverville held by Southern Appalachian Highlands Conservancy (SAHC), and Sand Branch in Fairview, held by Conserving Carolina (CC).

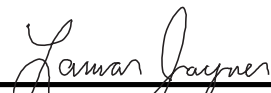
- South McDaires Ridge, +/- 171 acres in Weaverville – SAHC - \$47,200
- Sand Branch, +/- 65 acres in Fairview - CC - \$45,000

Funding Source: FY23 Conservation Easements funding. No new County dollars required.

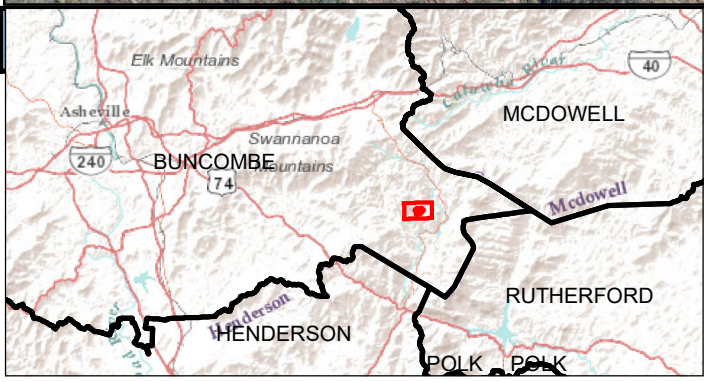
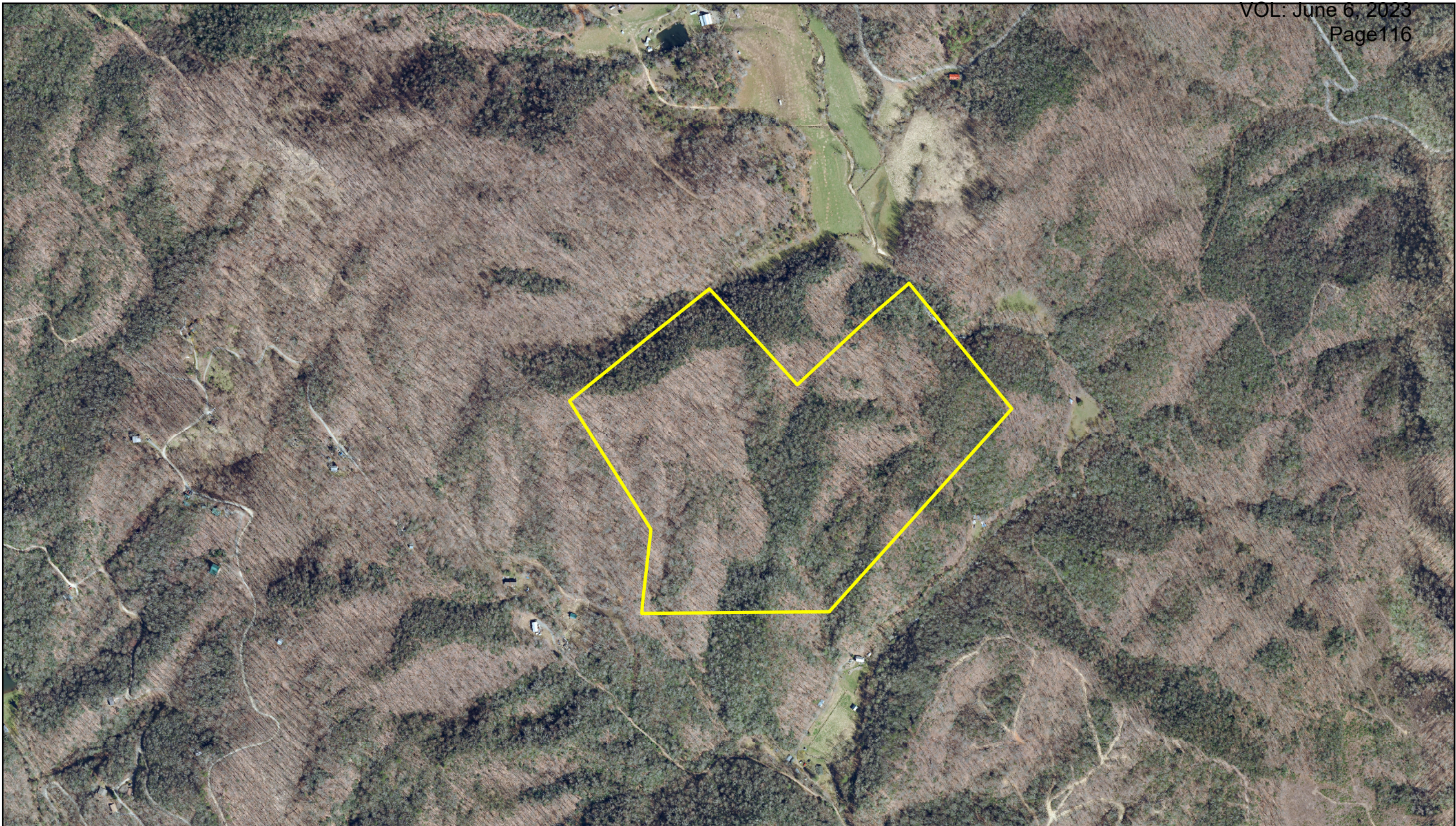
Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 224 - Future Conservation Easements	\$ (92,200)	\$ (92,200)
Fund 224 - South McDaires Ridge	\$ 47,200	\$ 47,200
Fund 224 - Sand Branch	\$ 45,000	\$ 45,000
TOTAL	\$ -	\$ -

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**

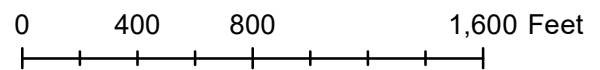

Clerk to the Board

By: 
Chairman of the Board



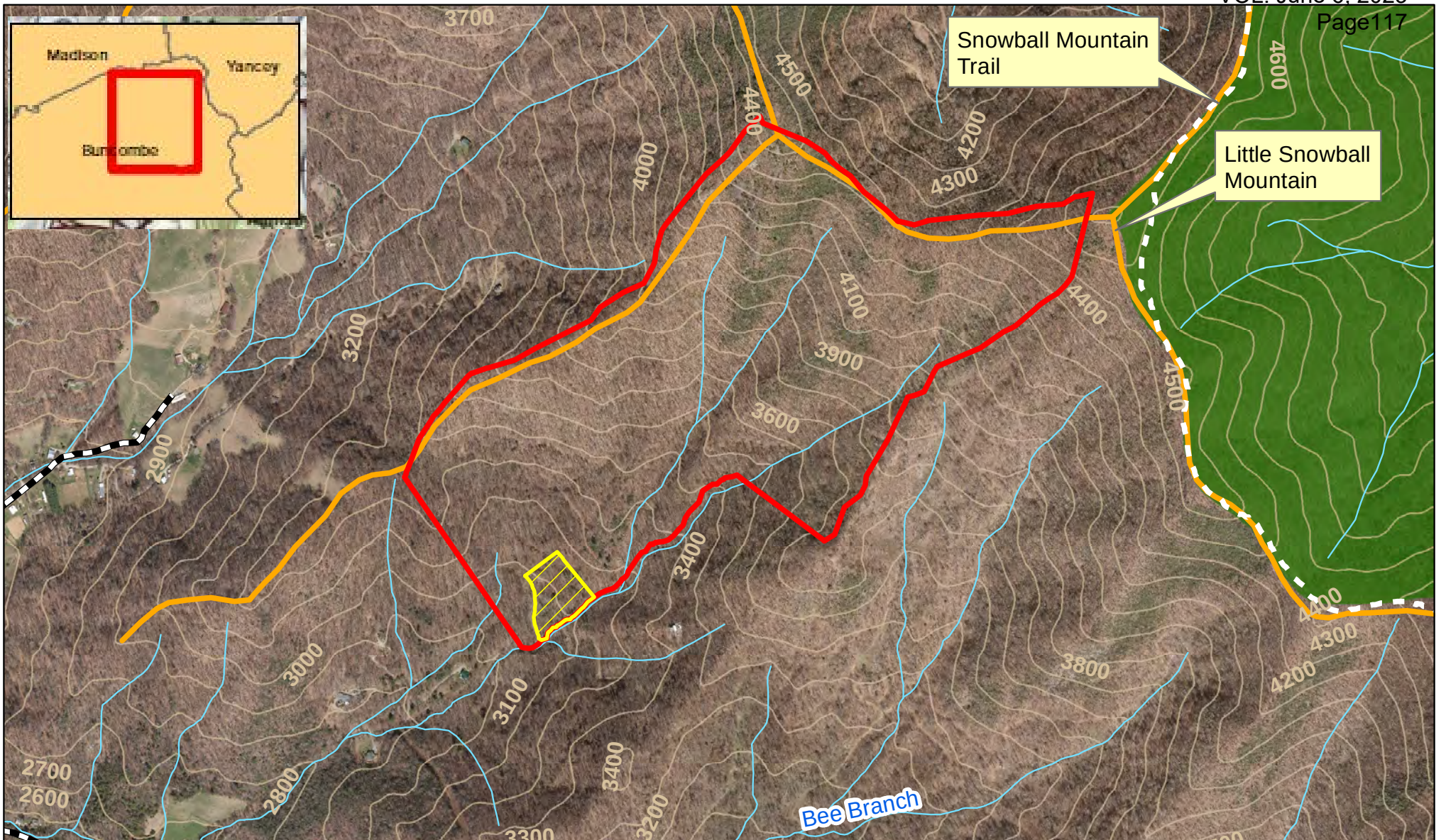
Sand Branch Conservation Easement

-  Sand Branch, 64.9 acres
-  NC County Lines



Map by Buncombe County
Soil & Water Conservation
District Staff
April, 2023

This map may not be used as a certified survey. It has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



South McDaires Ridge Aerial Map

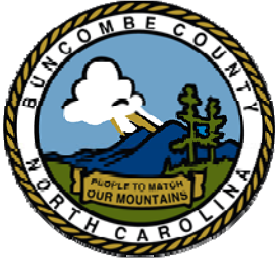
- South McDaires Ridge Tax Boundary 171.63 acres (+/-)
- Proposed Building Area - 3.4 acres (+/-)
- US Forest Service
- Mtn Ridge Protection Act Ridgelines
- Public Trails
- Stream Corridors
- Contour Lines
- DOT Roads

*Gap between subject property and USFS is tax parcel data error.



0 400 800 1,200 1,600
Feet

Map by SAHC, May 2023



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: June 6, 2023

Consent Agenda

Department: 911 Operations

Presenter(s): John Hudson, Budget

Contact(s): Derrick Ruble, Public Safety Communications Director
Brooke Hazlett, 911 Division Director

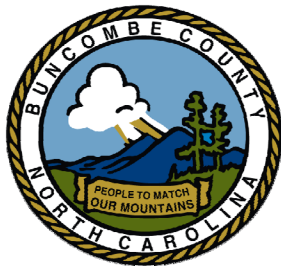
Subject: Transfer to 911 Fund for Ineligible Expenditures

Brief Summary: The NC 911 Board has reconciled expenditures made from the 911 Fund in FY22 and determined that \$4,518 should be reimbursed to the fund from the General Fund for purchases which did not meet eligible criteria.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #23-06-07



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: June 6, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 General Fund as outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of June, 2023

Requesting Department: 911 Operations
Budget Amendment Item: Transfer to 911 Fund for Ineligible Expenditures

Description:

The NC 911 Board has reconciled expenditures made from the 911 Fund in FY22 and determined that \$4,518 should be reimbursed to the fund from the General Fund for purchases which did not meet eligible criteria.

Funding Source:

Budgeted Public Safety General Fund dollars

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Public Safety - Contracted Services		\$ (4,518)
Interfund Transfer Expense		\$ 4,518
TOTAL	\$ -	\$ -

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**



Clerk to the Board

By: 

Chairman of the Board



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

Good News

Department: Communications & Public Engagement (CAPE) **Presenter(s):** Lillian Govus

Contact(s): Lillian Govus, Director

Subject: CAPE receives NC3C Awards

Brief Summary: At the recent North Carolina City and County Communicators Conference, the Buncombe County Communications and Public Engagement Department received four awards for their work on strategic communication and engagement campaigns.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 6/6/2023

Presentations

Department: Asheville Buncombe Regional Sports Commission

Presenter(s): Chris Smith, President

Contact(s): Tim Love, Intergovernmental Relations

Subject: Asheville Buncombe Regional Sports Commission Update

Brief Summary: Update Board of Commissioners on the Asheville Buncombe Regional Sports Commission.

2022-2023 YEAR IN FOCUS



ASHEVILLE SPORTS

ASHEVILLE BUNCOMBE REGIONAL SPORTS COMMISSION





ASHEVILLE SPORTS

ASHEVILLE BUNCOMBE REGIONAL SPORTS COMMISSION

Our Mission

Asheville Buncombe Regional Sports Commission will identify and attract sports events and related meetings to enhance the health, wellness and quality of life for area residents and sports enthusiasts and will generate a positive economic impact by promoting our region as a recognized sporting destination.

Our Vision

To host memorable sporting events that will enrich the lives of the athletes and spectators.

EVENT RESUME

Asheville Championship



Flag Football World Championship Tour



Gala Gymnastics



Gran Fondo Asheville USA Cycling Gran Fondo National Championships



Ingles Great Smoky Mountain Grapple



SoCon Basketball Championships



2022-2023 EVENT IMPACT CALCULATION

- Working to bring back

CONNECTING COMMUNITY THROUGH SPORTS EVENTS



3,500

SOCON EDUCATION DAYS



750

**SOCON DOWNTOWN
DRIBBLE**



40

**ASHEVILLE CHAMPIONSHIP
BASKETBALL YOUTH CLINIC**



125

**ASHEVILLE CHAMPIONSHIP
GOING PRO IN SPORTS**



**GOING PRO
IN
SPORTS**



LOOKING AHEAD

UPCOMING EVENTS

- June 17-18 - Carpetbagger Lacrosse Boys Summer Classic
- June 24-25 - Carpetbagger Lacrosse Girls Summer Classic
- July 11-13 - Skyview Golf Tournament
- July 11-16 - Asheville Open Adult Tennis Championships
- July 16 - USA Cycling Gran Fondo Asheville
- July 28-30 - Blue Ridge Lacrosse Classic
- July 29-30 - Asheville Open Junior Tennis Championships
- September 2-3 - Beer City Cup
- November 10 & 12 - Asheville Championship
- December 16-17 - Ingles Great Smoky Mountain Grapple





ASHEVILLE SPORTS

ASHEVILLE BUNCOMBE REGIONAL SPORTS COMMISSION

THANK YOU FOR YOUR CONTINUED SUPPORT!



Website
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Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

Presentations

Department: Justice Services

Presenter(s): Tiffany Iheanacho, Director

Contact(s): Tiffany Iheanacho

Subject: Gun Violence Awareness Month Proclamation

Brief Summary: Recognition of June as Gun Violence Awareness Month in Buncombe County

County of Buncombe
Proclamation

Gun Violence Prevention Month

WHEREAS, every day, more than 100 Americans die from gun violence, alongside more than 300 who are shot and wounded, and, every year, there are over 40,000 Americans who die from gun violence; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries with firearms being the leading cause of death for American children and teens, with no other peer nation having firearm deaths in the top 4 causes of mortality; and

WHEREAS, communities across the nation, including Buncombe County, are working to end senseless gun violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding residents goes hand-in-hand with promoting gun ownership safety and keeping guns away from people with dangerous histories; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic has exacerbated gun violence with more than two years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in community gun violence; and

WHEREAS, through the Safety and Justice Challenge, Buncombe County community members have voiced a strong desire for investment in community-led approaches to support safety in their communities; and

WHEREAS, since 2021, Buncombe County Justice Services partnered with the SPARC Foundation, My Daddy Taught Me That, the Racial Justice Coalition, Umoja Health, Wellness and Justice Collaborative, and Resources for Resilience to pilot community safety initiatives directed toward healing, support, practical resources, and a reduction in violence for our communities with the highest rates of gun violence; and

WHEREAS, Justice Services will continue to partner with Community-Based Organizations to support Community Health Worker-Violence Prevention Professionals, youth leadership development, and build a multi-sectoral coalition to prevent and respond to community violence; and

WHEREAS, Buncombe County Health and Human Services Agency seeks to strengthen our communities by advancing health, safety, and opportunity including preventing injury and death by promoting the health and well-being of populations through the use of data, research, and effective policies and partnerships and;

WHEREAS, we recognize survivors of gun violence, honor the lives lost to gun violence in Buncombe County, commit to reducing gun violence, and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our residents safe.

NOW, THEREFORE BE IT RESOLVED, that the Buncombe County Board of Commissioners recognizes June 2023 to be **Gun Violence Prevention Month**.

NORTH CAROLINA
BUNCOMBE COUNTY

Notice is hereby given that the proposed FY2024 Budget has been submitted to the Buncombe County Board of Commissioners and a copy of said Budget has been filed with the Clerk to the Board. A copy of the Budget is posted to the Buncombe County Web site.

The Board will hold a public hearing pursuant to NCGS §158-7.1 and NCGS §159-12 at a regular meeting of the Board beginning at 5:00 p.m. on Tuesday, June 6, 2023, in the Commissioners' Chambers located at 200 College Street, Room 326, in downtown Asheville, North Carolina, on the FY2024 Budget.

This public hearing shall also serve as the required economic development hearing for the following routine appropriations included in the budget: Asheville Buncombe Regional Sports Commission appropriation not to exceed \$45,000 related to the expansion of recruitment of regional sports tourism events and tournament; Asheville-Buncombe County Economic Development Coalition appropriation not to exceed \$450,000 related to the expansion of industry and recruitment of new industry in Buncombe County; Black Wall Street AVL appropriation not to exceed \$70,000 related to the Strategic Partnership Grant: Strengthening BIPOC Businesses in WNC; East Fork appropriation not to exceed \$40,000 related to the creation of 50 new jobs and capital investment of \$2,380,000; Haakon appropriation not to exceed \$192,298 related to the creation of 100 new jobs and capital investment of \$17,900,000; Nypro appropriation not to exceed \$180,000 related to the creation of 68 new jobs and capital investment of \$18,800,000; and System Logistics appropriation not to exceed \$100,000 related to the creation of 47 new jobs and capital investment of \$3,000,000.

Acknowledgement of the following previously approved economic development agreements will be announced: BorgWarner Turbo Systems, LLC for planned annual economic development grant of \$80,000 related to the creation and retention of 600 jobs and capital investment of \$62M by 2026; General Electric Company and Unison Engine Components, Inc. for planned annual economic development grant of \$268,000 related to the creation and maintenance of 183 new jobs and capital investment of \$230M by 2021; Linamar North Carolina, Inc. for planned annual economic development grant of \$1,000,000 related to the creation and maintenance of 800 new jobs and capital investment of \$315M by 2024; New Belgium Brewing Company, Inc. for planned annual economic development grant of \$650,000 related to the creation and maintenance of 154 new jobs and capital investment of \$175M by 2028; and Pratt & Whitney for planned annual economic development grant of \$2,400,000 related to the creation and maintenance of 750 new jobs and capital investment of \$650M by 2029.

Pursuant to GS §159-12 any persons who wish to be heard on the Budget may appear at this public hearing.

In the effort to accommodate those persons who may not feel safe attending a public hearing in person, the public will be able to watch the meeting via Facebook Live @Buncombegov or on BCTV.

This the 19th day of May, 2023.

Lamar Joyner
Clerk to the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: June 6, 2023

Public Hearings

Department: County Manager & Budget

Presenter(s): Avril Pinder, County Manager
John Hudson, Budget

Contact(s): John Hudson, Budget

Subject: County Manager's FY24 Recommended Budget

Brief Summary: The County Manager will provide a presentation on the Recommended Budget.

Recommended Motion & Requested Action:

Hear the presentation on the FY24 Recommended Budget

County Manager's Comments & Recommendation:

No action needed

2024

RECOMMENDED ANNUAL BUDGET IN BRIEF



BUNCOMBE COUNTY
NORTH CAROLINA

FOR THE FISCAL YEAR ENDING JUNE 30, 2024

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Buncombe County, North Carolina

Recommended Budget Fiscal Year 2023-2024



Board of Commissioners

Brownie Newman, Chair

Terri Wells, Vice-Chair

Amanda Edwards

Al Whitesides

Jasmine Beach-Ferrara

Martin Moore

Parker Sloan

County Manager

Avril M. Pinder, CPA, ICMA-CM

Prepared By:

Buncombe County Budget Office

John Hudson, Budget Director

Heather Holsey, Budget Analyst

Jay Shih, Budget Analyst

Sam Riddle, Budget Analyst

BUNCOMBE COUNTY GOVERNMENT

OUR MISSION

We promote a healthy, safe, well-educated, and thriving community with a sustainable quality of life. We provide effective and efficient government our citizens can trust. We deliver needed service through a responsive workforce committed to excellence, integrity, and teamwork.

OUR VISION

Buncombe County is a caring community in harmony with its environment where citizens succeed, thrive, and realize their potential.

OUR VALUES

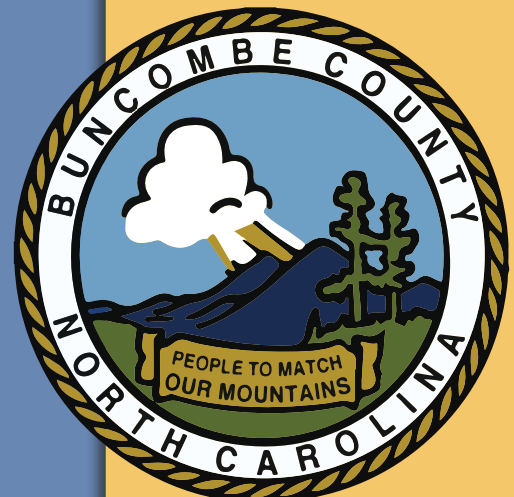
Respect

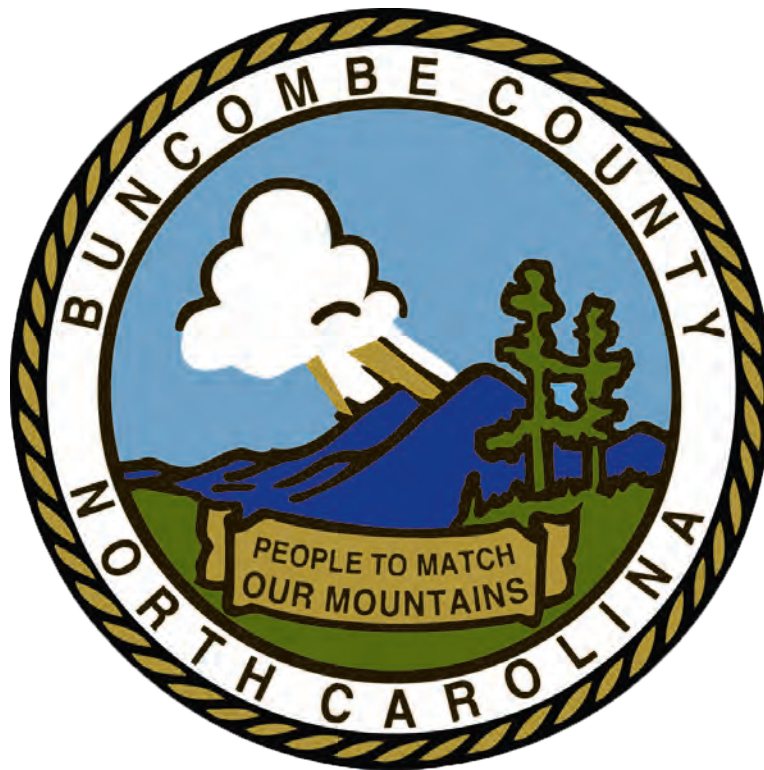
Integrity

Collaboration

Honesty

Equity





The Buncombe County Seal

Buncombe County's Seal was designed and drawn in 1927 by the late Roy Fox, with help from his classmates. He was a sixth grade student at Woodfin School who entered a contest hoping that his design would become the Official County Seal. County officials selected his design, which featured mountains, trees and billowy clouds as most reflective of Buncombe County's beauty. The original motto, "Men to Match Our Mountains," came from a poem titled "The Country's Call." "Men" was later changed to "People" to acknowledge the contributions of all of Buncombe County's citizens.

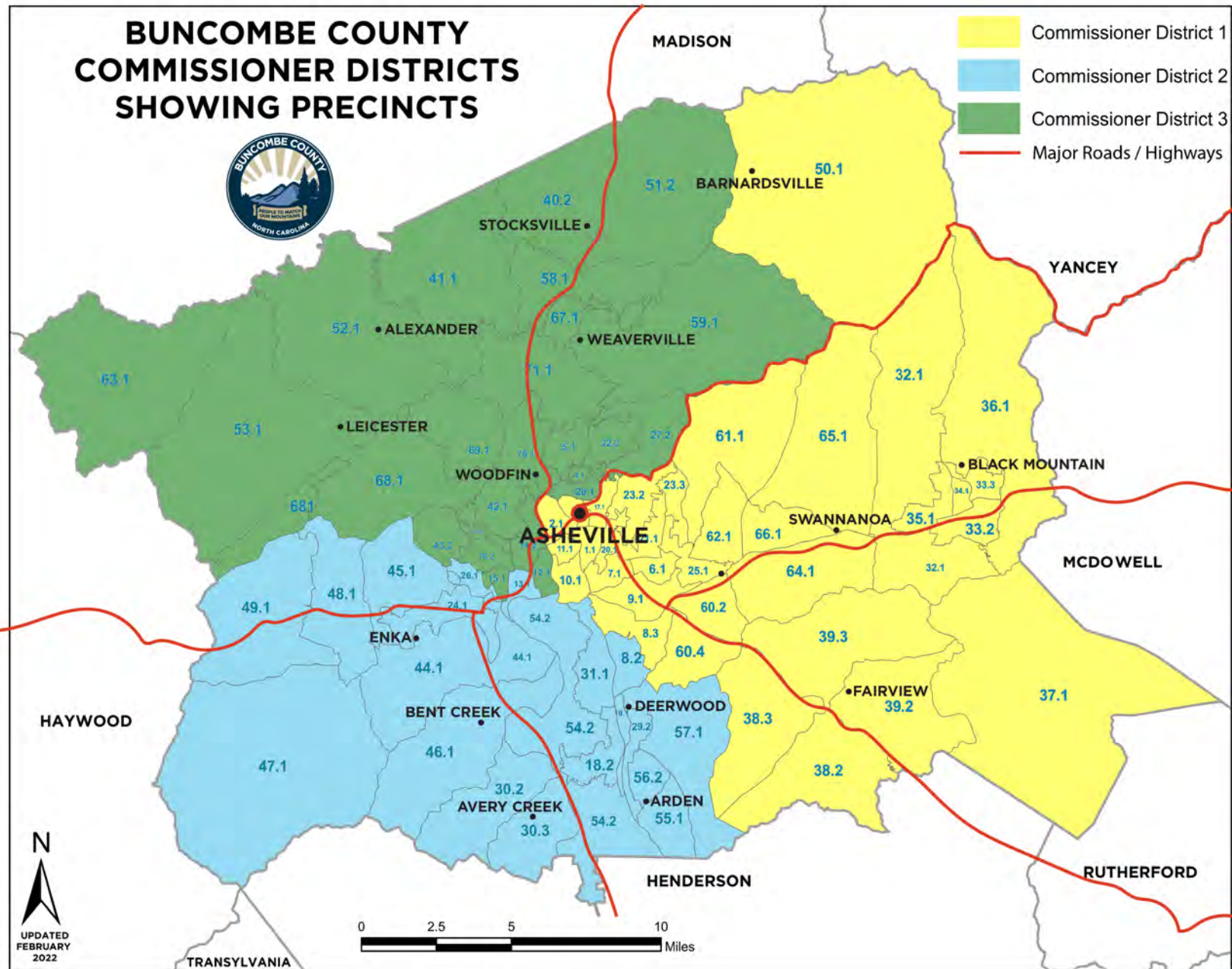
Buncombe County

North Carolina

BUNCOMBE COUNTY COMMISSIONER DISTRICTS SHOWING PRECINCTS



- Commissioner District 1
- Commissioner District 2
- Commissioner District 3
- Major Roads / Highways



<i>Population</i>	269,452
<i>Area</i>	656 square miles
<i>Date Established</i>	January 14, 1792
<i>County Seat</i>	Asheville

A Brief History of Buncombe County

Katherine Calhoun Cutshall, August 2021

A Time before “Buncombe”

Archaeologists believe that for thousands of years various Indigenous peoples and cultures have made their homes in western North Carolina. The earliest evidence of permanent human settlement in the region dates to approximately 8000 BCE.¹ The geographic region that is now Buncombe County was home to many indigenous towns including a settlement at the confluence of the French Broad and Swannanoa Rivers on the contemporary Biltmore Estate.²

Western North Carolina (WNC) was occupied primarily by the Cherokee People but was also home to other indigenous cultures like the Catawba People. The traditional territory of the Cherokee covered more than 100,000 square miles of what is today western North Carolina, eastern Tennessee, northern Georgia, and Upstate South Carolina. In the early 18th century, the estimated population of the Cherokee People was 36,000. By 1770, however, only about 7,000 Cherokees remained. A series of smallpox outbreaks not only caused massive population decline but also forced the relocation and consolidation of Cherokee towns throughout the southern mountains.³

Early European Settlement

Following the Seven Years' War, England's King George III issued the *Proclamation of 1763*. The royal order created a boundary line roughly following the Blue Ridge Mountains between the lands of the Cherokee and those claimed by invading white settlers. As tensions between the English crown and American colonists increased before the Revolutionary War, settlers began ignoring the treaty line and illegally moving west. By spring of 1776, many Cherokees were discussing taking up arms against the intruders.

White traders learned of the plans and warned surrounding settlements, and both Cherokees and white settlers began preparing for war. Griffith Rutherford, leader of the Salisbury district militia, mustered a group of 2,500 volunteer soldiers to lead a military campaign against the Cherokee in WNC. Rutherford's troops destroyed Cherokee settlements across the region, (including the village near present-day Asheville along the Swannanoa River), and imprisoned or enslaved the survivors. After the Rutherford massacre, there were virtually no indigenous inhabitants left in the current Buncombe County region.⁴

¹ “Warren Wilson (Buncombe County)” Ancient North Carolinians, (Accessed 8/10/2021) <https://ancientnc.web.unc.edu/indian-heritage/by-region/appalachian/warren-wilson/>.

² Tennett, Gail, *The Indian Path in Buncombe County*, NP abt. 1950, (Accessed 8/10/2021). http://toto.lib.unca.edu/booklets/indian_path_buncombe/default_indian_path.htm.

³ Anderson, William L. and Ruth Y. Wetmore, “Cherokee, Part III: Disease, destruction, and the loss of Cherokee Land” NCPedia, 2006. <https://www.ncpedia.org/cherokee/disease>. (Accessed 8/10/2021).

⁴ Norris, David A., “Rutherford’s Campaign” NCPedia, 2006. (Accessed 8/10/2021) <https://www.ncpedia.org/rutherfords-campaign>.

Formation of Buncombe County and First Local Government

According to oral tradition, Samuel Davidson was the first white person to live permanently in what is now Buncombe County when he built a homestead on Bee Tree Creek in 1781.⁵ Over the next decade, as the populations of the westernmost sections of the extant Burke and Rutherford counties continued to attract Scots-Irish, German, and Dutch settlers, citizens petitioned the state legislature to form a new county. The measure passed in 1791, and a small group of wealthy landowners formed Buncombe County's first local government in 1792. Originally named Union County, the petitioners eventually settled on Buncombe to honor Colonel Edward Buncombe, a Caribbean-born plantation owner and Revolutionary War veteran.⁶

At the time of its creation, the jurisdiction of Buncombe County encompassed most of the western part of the state. It was so large that it was often called the "State of Buncombe." The county seat, originally called Morristown, was renamed Asheville in 1793 to honor Governor Samuel Ashe.⁷

Buncombe County's Developing Economy

Throughout the first part of the 19th century, Asheville was a small town with few homes and buildings. The dangerous conditions of the roads made travel nearly impossible for merchants. As a result, Buncombe County's primary industry was subsistence agriculture. Most families owned a small amount of land and could not afford to take advantage of enslaved labor. However, many wealthy farmers in the region maintained small plantations and exploited enslaved people to produce cash crops like corn, wheat, and flax. It was also common for enslaved people in WNC to perform skilled labor, such as blacksmithing, tanning, and other home-based industries.⁸

In the years before the Civil War, residents and politicians from Buncombe County lobbied for infrastructure improvements, hoping that easing the difficulty of transportation would boost the western economy. By 1828, work was complete on the County's first turnpike road. Following the course of the French Broad River, the route passed through the center of Asheville connecting Greeneville, Tennessee to Greenville, South Carolina.⁹ At the same time, other roads leading to Asheville from eastern North Carolina were built and improved. One frequently journeyed route sent travelers through the Hickory Nut Gap passing by Sherill's Inn, a well-known stop for travelers.¹⁰

The turnpike was a major catalyst for the continued economic growth in Buncombe County and surrounding regions. Though the turnpike roads were far from perfect, they allowed for relatively safe and hassle-free travel. Due to these new roads, the population of enslaved people rose dramatically as commercial agriculture became more profitable and Buncombe residents began

⁵ Sondley, F.A., "Samuel Davidson" NP, 1913. Copy held in Buncombe County Special Collections.

⁶ Mazzocchi, Jay. "Buncombe County," NCPedia, 2006. <https://www.ncpedia.org/geography/buncombe> (Accessed 8/11/2021).

⁷ Gregory, Lisa, "Asheville," NCPedia 2010, (Accessed 8/11/2021) <https://www.ncpedia.org/geography/asheville>.

⁸ Inscoe, John C, *Mountain Masters: Slavery and Sectionalism in Western North Carolina* (Knoxville: University of Tennessee Press, 1989), 70-74.

⁹ Hill, Michael. "Buncombe Turnpike" NCPedia, 2006. <https://www.ncpedia.org/buncombe-turnpike> (Accessed 8/11/2021).

¹⁰ "Hickory Nut Gap Forest," Southern Appalachians Highland Conservancy, (Accessed 8/11/2021) <https://appalachian.org/hickory-nut-gap-forest/>.

catering to travelers. Wealthy slave-owning families shifted from primarily farming to hosting affluent tourists in hotels and boarding livestock drovers at roadside inns known as stock stands.¹¹

As transportation improved throughout the 19th century, Asheville became a popular destination for merchants from the Appalachian foothills as well as leisure travelers from the lower South seeking refuge from mosquito-borne diseases and intense summer heat, laying the groundwork for an increasingly robust tourism-based economy later in the century.¹²

The Civil War and Reconstruction

By the 1850s, a civil war was on the horizon. White men in Buncombe County began taking up arms to defend the practice of slavery as early as 1859. In response to John Brown's raid on Harpers Ferry, William W. McDowell, a wealthy slave owner, organized the Buncombe Rifles, a militia group of 100 or more men who began preparing for war more than a year before Southern states began exiting the Union.¹³ Although some narratives offer the idea that the practice and support of slavery and disunion was rare in the Southern Highlands, Buncombe County proved to be pro-secession.¹⁴

WNC remained relatively peaceful during the war, but Asheville faced the conflict head-on, as it reached the bitter end. The Battle of Asheville was a five-hour skirmish on the northern edge of the city. Bad weather and misinformation saw the battle end without consequence. Peace was short-lived, however. Two weeks later, Union Cavalry led by General George Stoneman rode through Asheville. Stoneman's troops sacked towns and emancipated enslaved people across WNC in what became known as Stoneman's Raid.¹⁵

After the war, Asheville was home to a local office of the Bureau of Refugees, Freedmen, and Abandoned Lands, commonly called the Freedmen's Bureau. Despite the efforts of the Bureau, the violent oppression of Black people did not end with emancipation.¹⁶ Racialized violence and the "White Supremacy Campaign" touted by southern conservatives continued to promote harmful policies and practices known as Jim Crow Laws.¹⁷ Between 1880 and 1900, three Black men were lynched at the hands of white Buncombe County residents.¹⁸

¹¹ Cutshall, Katherine Calhoun, "In the Grip of Slavery: The Rise of a Slave Society Surrounding the Establishment of Stock Stand along the Buncombe Turnpike 1790-1855" Unpublished thesis, UNC Asheville Department of History, 2015, <https://libres.uncg.edu/ir/unca/listing.aspx?id=19894>.

¹² Starnes, Richard, *Creating the Land of the Sky: Tourism and Society in Western North Carolina*. (Tuscaloosa: University of Alabama Press) 2005, 4.

¹³ Inscoe, John C. and Gordon McKinney, *The Heart of Confederate Appalachia: Western North Carolina in the Civil War*, (Chapel Hill: University of North Carolina Press, 2000) 36.

¹⁴ Inscoe and McKinney, *The Heart of Confederate Appalachia*, 49-55.

¹⁵ Inscoe and McKinney, *The Heart of Confederate Appalachia*, 253-257.

¹⁶ Nash, Steven E. *Reconstruction's Ragged Edge: The Politics of Postwar Life in the Southern Mountains*, (Chapel Hill: University of North Carolina Press, 2016) 89-118.

¹⁷ McKinney, Gordon, *Zebulon Vance: North Carolina's Civil War Governor and Gilded Age Political Leader*. (Chapel Hill: University of North Carolina Press, 2004). 325-365.

¹⁸ Elliston, Jon, "WNC's Lynchings: New study sheds light on a once-pervasive Southern atrocity" Carolina Public Press, Feb 18, 2015, (Accessed 8/11/2021) <https://carolinapublicpress.org/21898/wncs-lynchings-new-study-sheds-light-on-a-once-pervasive-southern-atrocity/>.

The Gilded and Industrial Age

After the Civil War, the people of WNC continued advocating for infrastructure improvements, especially the completion of the Western North Carolina Railroad, a project halted during the war. Governor Zebulon Vance, a Buncombe County native, successfully pushed the legislature to fund the railroad project.¹⁹

More than 3,000 incarcerated laborers primarily constructed the railroad. The majority of these laborers were young Black men convicted of petty crimes. Convicts provided the state with free labor, while the health and safety of the workers was ignored. An unknown number of laborers perished while building the railroad.²⁰ In 1879, workers finished the Swannanoa Tunnel, one of the most important pieces of the project.

The completion of a railroad into Asheville resulted in a major boon to the local economy. Only 10 years later, Asheville was among the most popular health tourism destinations in the United States.²¹

As a result of the area's reputation as a health resort, Buncombe County became a popular destination for Gilded Age millionaires like George W. Vanderbilt. Vanderbilt enjoyed the area so much that he purchased approximately 125,000 acres in southwest Buncombe County to build his estate, a massive French-style Chateau he called Biltmore. The completion of Biltmore drew additional attention to Buncombe County and the surrounding area. Between 1880 and 1900, the population of Buncombe County more than doubled.²²

The booming tourism-based economy carried Asheville into the 20th century; however, the region was not completely dependent on the service industry. Between 1900 and 1930, the economy of Buncombe County continued to diversify with the arrival of large-scale textile manufacturing firms such as the American Enka and Beacon Blankets mills. Across the County, rural farmers thrived on crops of burley tobacco.²³

The Post-war Era

As post-war euphoria subsided across the United States, Buncombe County's economy faced a period of relative stagnation throughout most of the latter half of the 20th century. The service and manufacturing industries continued to be the region's primary source of jobs and revenue. However, manufacturing was on the decline across the country, Buncombe County not excepted. Two of the region's largest employers, American Enka and Beacon Blankets, began to shrink eventually ceasing operations altogether in 1985 and 2002, respectively. As manufacturing jobs became increasingly scarce, Buncombe County once again turned to the hospitality sector to create economic stability.²⁴ In 1983, the North Carolina legislature created Buncombe County's Tourism Development

¹⁹ McKinney, *Zebulon Vance*, 325-365.

²⁰ "History", RAIL Project, (Accessed 8/11/2021) <https://therailproject.org/history/> .

²¹ Starnes, Richard. *Creating the Land of the Sky*. 9-12.

²² Asheville, North Carolina, Buncombe County Special Collections, Vertical File Reference Collection, US Census Population Data for Buncombe County.

²³ Starnes, *Creating the Land of the Sky*, 9.

²⁴ Chase, Nan, *Asheville: A History*, (Jefferson, NC: McFarland & Company, 2007) 161-207.

Authority to oversee the collection and investment of occupancy taxes paid by tourists who used overnight lodgings in the region.²⁵

Buncombe County Today

Since the 1980s, Buncombe County has continued to attract visitors. More than 10 million people make their way to Buncombe County each year, and tourism remains one of the primary drivers of economic growth. In the 2020 fiscal year, the Buncombe County Tourism Development Authority attributed more than \$392 million to tourism-related tax revenue.²⁶ Other industries also continue to make an impact, including agriculture. Buncombe County is home to at least 21 working family farms that have been in business for more than 100 years.²⁷ As of the 2020 census, Buncombe County is home to more than 260,000 residents and continues to grow.²⁸

Buncombe County strives to promote a healthy, safe, well-educated, and thriving community with a sustainable quality of life, and provide effective and efficient government our citizens can trust. Buncombe County delivers needed service through a responsive workforce committed to excellence, integrity, and teamwork.²⁹

²⁵ “About the Buncombe County TDA,” Buncombe County TDA, (Accessed 8/15/21) <https://www.ashevillecvb.com/bctda/>.

²⁶ “Buncombe County TDA Annual Report FY2019-2020,” Buncombe County TDA, (Accessed 8/20/21), https://www.ashevillecvb.com/wp-content/uploads/2020-BCTDA-Annual-Report_FINAL.pdf.

²⁷ “Century Farm Family,” North Carolina Department of Agriculture and Consumer Services, (Accessed 8/15/21), <https://www.ncagr.gov/paffairs/century/index.htm>.

²⁸ Asheville, North Carolina, Buncombe County Special Collections, Vertical File Reference Collection, US Census Population Data for Buncombe County.

²⁹ Buncombe County Government, “Buncombe County Strategic Plan, 2025” (Accessed 8/30/21), <https://www.buncombecounty.org/governing/commissioners/strategic-plan/default.aspx>.

Buncombe County

Board of Commissioners

DISTRICT 1

DISTRICT 2

DISTRICT 3

CHAIR



Brownie Newman



Al Whitesides



Jasmine Beach-Ferrara



Amanda Edwards



Terri Wells,
Vice-Chair



Martin Moore



Parker Sloan

County Officials

Quentin Miller
Drew Reisinger
Avril M. Pinder, CPA, ICMA-CM
Dakisha Wesley
Sybil Tate
Lamar Joyner
John Hudson
Mason Scott

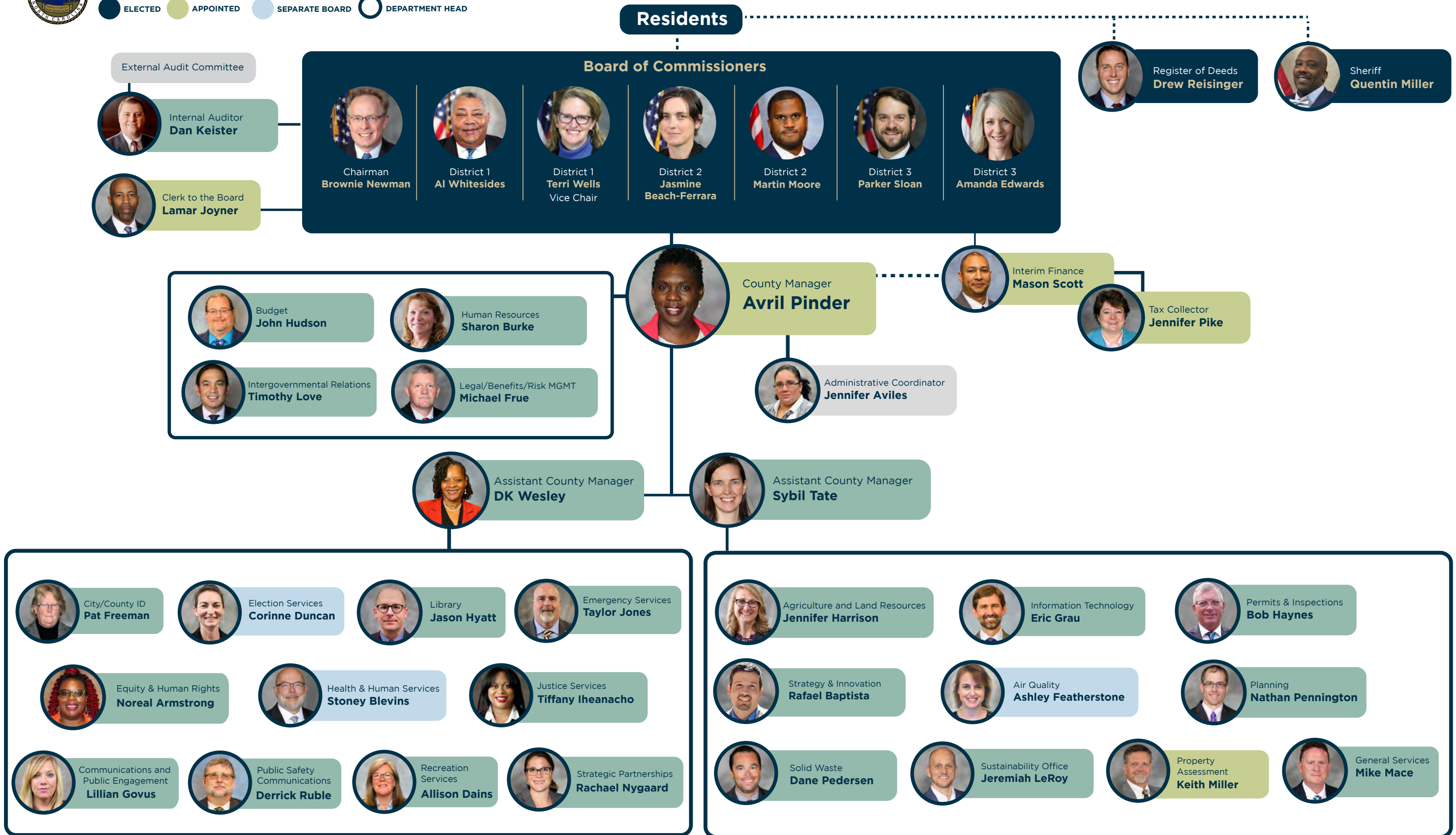
Sheriff
Register of Deeds
County Manager
Assistant County Manager
Assistant County Manager
Clerk to the Board
Budget Director
Interim Finance Director



Organizational Chart

ELECTED APPOINTED SEPARATE BOARD DEPARTMENT HEAD

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Buncombe County Government

Avril M. Pinder, CPA, ICMA-CM
County Manager

May 16, 2023

Dear Buncombe County Commissioners,

I am pleased to present the Buncombe County Fiscal Year (FY) 2024 recommended annual budget for your review and consideration. The budget was prepared in accordance with The North Carolina Local Government Budget and Fiscal Control Act.

Last year we celebrated the County's 230-year anniversary and the FY2023 budget focused on stewardship, understanding that we are caretakers of something created long ago and tasked with maintaining and enhancing the alluring aesthetic, quality of life, and other elements that draw people here and give them a sense of place.

As we prepare for FY24, we are grateful that the ravages of the COVID-19 pandemic are behind us; however, we are now facing several new challenges including: the highest national inflation levels in three decades, the highest cost of living in the state, housing affordability, homeless population, competitive wages, worker shortage, and the constant threat of an economic recession, to name a few. While we face several challenges, staff are being resilient, creative, and innovative to provide the level of service our community wants and needs.

The recommended budget is generally based on the Board of Commissioners' goals and priorities adopted in the 2020-2025 Strategic Plan and specifically on the five priorities identified by the Board in the budget planning retreat that started the FY2024 budget process in December 2023. Those priorities are:

- Public Safety and Expansion of Emergency Medical Services
- Homelessness and Continuum of Care
- Early Childhood Education Workforce Development
- Consolidation of School Systems
- Infrastructure in Unincorporated and Growth Areas

As we have done the last five budget cycles, we task our department leaders with developing a budget that aligns with the Board's goals and priorities. Funding those goals informed planning for the FY2024 budget year.

My primary goal in developing the County's annual budget has always been transparency and accountability. This year, we continue to focus on the foundation of our organization, the safety and well-being of our residents, and supporting our education partners. We have all experienced inflation impacting our work in that it costs considerably more today than what it did two years ago to deliver the same level of service. Although revenues have increased, they have not kept pace with inflation. You will see this impact throughout the recommended budget with increases in contracted services, cost of goods, and wages.

As we have worked toward this balanced, recommended budget I believe we have made strategic investments into the priorities established by the Board of Commissioners at the FY2024 budget planning retreat.

FY2024 Budget Summary

As noted above, the FY2024 budget contains many financial challenges. With the 2025 Strategic Plan and the Board's FY2024 top five priorities as our North Star, we have worked to address all stated priorities, maintain existing services, while minimizing the overall percentage growth in operating expenses. This budget is balanced with the appropriation of \$18.8 million of fund balance and maintains the property tax rate of 48.8 cents.

In 2019, we researched and proposed a sustainable funding model to fund our educational obligations. For FY2024, that model resulted in a 3.35% increase; however, this recommended budget includes 10.29% growth for K-12 schools or \$10 million. This funding level can fully fund the remainder of the FY2023 salary study (phases 2 and 3), or the proposed salary increase from the State, but not both. To cover any amount above the \$10 million, an additional revenue source would be required.

The County's workforce is its foundation. As we stated last year, this budget continues to focus on our workforce. I am recommending 44 new positions across 14 departments and divisions in the General Fund. Maintaining appropriate staffing levels directly impacts our ability to meet the increasing demand for services and lessens the burden and burnout of current staff. In addition to new staff, retaining current staff is a priority. To that end, included in this budget is the annual Cost of Living Adjustment (COLA). Per the County's Personnel Ordinance formula of the 2-year average annual change in the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W), the recommended budget includes a 7.28% COLA for all regular employees.

Expenditures

The recommended budget provides \$602,634,131 in total expenditures across all operating funds, with a General Fund total of \$423,560,422. The proposed tax rate to support the FY2024 budget remains at 48.8 cents per \$100 of assessed valuation.



The value of a penny on the tax rate is \$5,122,473.

The FY2024 recommended budget amounts for annual funds are as follows:

- General Fund budget of **\$423,560,422**
- Occupancy Tax Special Revenue Fund budget of \$40,000,000
- 911 Special Revenue Fund budget of \$1,281,885
- Register of Deeds Automation (ROD) Special Revenue Fund budget of \$150,050
- Register of Deeds Trust Fund budget of \$400,000
- Special Taxing Districts Fund budget of \$67,274,346
- Transportation Special Revenue Fund budget of \$6,612,501
- Woodfin PDF (Project Development Financing) Special Revenue Fund budget of \$788,428
- School Fines and Forfeitures Fund budget of \$2,000,000
- Tax Reappraisal Reserve Fund budget of \$685,000
- Sheriff Forfeitures Fund budget of \$120,000
- Solid Waste Enterprise Fund budget of \$15,740,861
- Inmate Commissary and Welfare Fund budget of \$483,587
- Real-Time Intelligence Fund budget of \$169,000
- Representative Payee Fund budget of \$500,000
- Insurance and Benefits Fund budget of \$42,868,051

Revenues

General Fund Revenues, excluding appropriated fund balance, total **\$404,726,352**, an overall increase of 4.8% from the FY2023 amended budget.

Ad Valorem Taxes – Property taxes for FY2024 are budgeted at **\$249,864,222**, an increase of \$10,204,975 (4.3%) over the FY2023 amended budget. Last year's collection rate was budgeted at a rate of 99.65%. We are seeing a return to pre-pandemic collection rates and therefore the budgeted rate for FY2024 is 99.75%.

Sales Taxes – Sales tax receipts for FY2024 are budgeted at **\$48,946,195**, an increase of \$1,418,802 (3.0%) above FY2023 amended budget. Growth in sales tax collection in FY2023 slowed relative to the unprecedented growth seen over the previous two years. Given uncertain economic conditions ahead, we are projecting that sales tax growth continue to moderate back to pre-pandemic levels in FY2024.

Fund Balance – This plan proposes using **\$18,834,070** of fund balance thereby preserving a 15% minimum fund balance by policy.

During our FY2024 budget planning retreat, you identified five funding priorities to focus on in the upcoming year. Those top five priorities are:



- Public Safety and Expansion of Emergency Medical Services (EMS)
- Homelessness and Continuum of Care
- Early Childhood Education Workforce Development
- Consolidation of School Systems
- Infrastructure in Unincorporated and Growth Areas

The following highlights are initiatives and programs budgeted for FY2024 that support the priorities of the Board.

Public Safety and Expansion of Emergency Medical Services

The FY2024 Recommended Budget increases the overall Public Safety function budget by **\$6,633,491**.

Recommended FY2024 investment in new positions in our Public Safety workforce totals **\$1,534,419** funding twenty-four (24) positions and the reclassification of one (1) position.

- Eighteen (18) Part-Time EMT – Paramedics
 - Six (6) starting July 1, 2023
 - Three (3) starting Oct 1, 2023
 - Nine (9) starting Jan 1, 2024
- 911 Administrative Coordinator starting Feb 1, 2024
- 911 Training & Support Specialist starting Oct 1, 2023
- Two (2) Detectives
- Arson Investigator
- EMS Operations Manager
- Reclass Pre-Trial Screener to Case Manager

Recommended FY2024 increased investments in our Public Safety operating budgets include:

- 911 Operations - **\$88,500** increase for:
 - Substantial increases to training budget
 - Equipment maintenance
 - Contracted services
- Emergency Services - **\$92,370** increase for:
 - Ventilators, video scopes, and radios
 - Cardiac monitors
 - Therapy services for EMS staff
 - Emergency Operations Plan Update
 - Additional Community Paramedicine funding



- Family Justice Center - **\$463,178** increase for:
 - Contracts with community partners that were previously grant-funded:
 - Helpmate
 - YWCA
 - Pisgah Legal
 - Our Voice
- Public Safety Interoperability Partnership - **\$195,977** increase for:
 - Consultant services for system migration
- Public Safety Training Center - **\$240,947** increase for:
 - Purchase of fire engine for training
 - Inspection and calibration of methane monitoring system
 - Annual physicals to meet OSHA and NFPA respiratory standards
 - Tools, small equipment, and maintenance
- Sheriff's Office and Detention Center - **\$1,149,522** increase for:
 - Inmate medical contract
 - Training
 - Food costs
 - Inmate supplies
 - Equipment

Homelessness and Continuum of Care

Recommended FY2024 investment in workforce that supports Homelessness and Continuum of Care efforts totals **\$137,073**, funding two (2) positions.

- Unhoused Coordinator – added in late FY23 but fully funded in FY24
- Library Safety Associate starting Jan 1, 2024

Recommended FY2024 investments in operating budgets that supports Homelessness and Continuum of Care include:

- Behavioral Health - **\$430,000** for:
 - Homeward Bound funding from the County's Maintenance of Effort (MOE) funds passed through VAYA that supports coordinated entry services for the unhoused.



- Planning - **\$60,000** for:
 - Code Purple Contract – Code Purple nights occur with temperatures of 32 degrees or lower, when people are at-risk of freezing to death. This triggers overflow shelters to be operational.
- Library - **\$70,525** for:
 - Library-Based Homeless Outreach and Coordinated Assessment Contract

Early Childhood Education Workforce Development

Recommended FY2024 investment in operating budgets that support Early Childhood Education Workforce Development efforts include:

- Pre-K Transfer - **\$3,896,756** for:
 - Per Board-approved resolution, included is a 2% increase of \$76,407 for FY2024.

Historically the annual Early Childhood Education allocation has been budgeted in the General Fund. Starting in FY2024 the annual Early Childhood Education allocation will be budgeted as an interfund transfer to the Special Programs Fund. The Special Programs Fund is a multi-year fund and will allow any unallocated or returned funds to be utilized in future years. This is in line with the annual funding for other Commissioner-driven priorities, to include Affordable Housing and Conservation Easements.

Infrastructure in Unincorporated and Growth Areas

Recommended FY2024 investment in workforce that supports Infrastructure in Unincorporated and Growth Areas totals **\$270,061**, funding three (3) positions.

- Zoning Code Enforcement Officer starting Jan 1, 2024
- Stormwater Coordinator - added in late FY23 but fully funded in FY24
- Addressing Manager starting October 1, 2023

Recommended FY2024 investment in operating budgets that support Infrastructure in Unincorporated and Growth Areas include:

- Agriculture and Land Resources - **\$142,000** increase for:
 - WNC Recreation Water Quality Monitoring Program - \$100,000
 - Soil and Water's Cost Share Program - \$42,000
- Planning - **\$225,000** increase for:
 - City/County Transit Master Plan - \$200,000



- Local Portion of French Broad River Metropolitan Planning Organization (MPO) funding which will be a contribution toward a Multimodal Master Plan identifying locations for pedestrian and cycling improvements within unincorporated areas which would improve transportation access across the County - \$25,000

Consolidation of School Systems

The last of the top five priorities is the consolidation of the two K-12 public school systems, Buncombe County Schools (BCS) and Asheville City Schools (ACS). After discussion with school leaders, ACS requested time to adjust to the creation of an elected school board and time to hire and onboard a school superintendent before considering consolidating. This priority was deferred with all parties agreeing to reengage at a later date.

Other Positions

Recommended FY2024 investment in workforce in all other areas totals **\$1,204,008** and includes:

- Assistant County Manager starting Feb 1, 2024
- Income Maintenance Caseworker for Food and Nutrition Services
- Candidate Coordinator starting Feb 1, 2024
- Lead Mechanic
- Lead Electrical Specialist starting Jan 1, 2024
- Information Technology Technician starting Sep 1, 2023
- Six (6) Library Assistants
- Two (2) Environmental Health Specialists for Food and Lodging
- Park Ranger starting Feb 1, 2024
- Property Appraiser

Other Substantial Operating Expansions

- Animal Services - **\$505,557** increase for:
 - Increased operational costs of running the County animal shelter
- Cooperative Extension - **\$37,500** increase for:
 - Addition of Urban Agricultural Agent from NC A&T – County is covering half of the salary and benefits for this position
- County Manager - **\$15,000**
 - School of Government Fellow



- Division of Social Services - **\$119,749** increase for:
 - Travel and Training - \$61,941 largely due to longer State-mandated trainings
 - Increased costs of maintenance and contracted services - \$57,808
- Economic Development - **\$250,000** increase for:
 - Support for McCormick Field – Commissioners agreed to support a funding collaboration with the City of Asheville and the Tourism Development Authority to provide required upgrades by Major League Baseball
- Education - **\$115,358,906** for:
 - AB Tech - \$8,114,549
 - Asheville City Schools - \$16,829,804
 - Buncombe County Schools - \$90,334,553
 - School Community Impact Funding - \$80,000
- Elections - **\$984,225** increase for:
 - ExpressVote system and printers for early voting - \$604,225
 - Replacement of two high speed scanners for absentee-by-mail processing - \$380,000
- General Services - **\$716,881** inflationary increases for ongoing expenses:
 - Utilities – \$156,214
 - Janitorial Services - \$173,220
 - Other Contracted Services - \$251,109
 - Maintenance and Repairs - \$136,338

These are examples of cost increases we are seeing due to inflation. For example, there is an 8% increase from Duke Energy in FY2024.

- PR and Communications - **\$46,653** increase for:
 - Contracted Services – Documentation of the Reparations Committee and their process
- Recreation Services - **\$42,250** increase for:
 - Building and Grounds Maintenance, including concrete pads for bleachers at the Sports Park, River Park swing gates, and standardized amenities such as trash cans, benches, and tables.



- Tax Assessment - **\$279,500** increase for:
 - Postage and printing due to costs associated with Ad Hoc Committee Tax Assessment initiatives.
- Tax Collections - **\$36,948** increase for:
 - Postage and printing due to USPS rate increases and increases in the number of notices, billings, and follow-ups with the efforts in Tax Assessment.

Capital Planning

For FY2024, we are continuing to address building maintenance. Eight capital projects are recommended, six of which are related to implementing recommendations from the Comprehensive Facility Assessment.

Per the Board of Commissioners' Fund Balance Policy, \$1.8M was transferred to the Capital Projects Fund in FY2023. This transfer will fund the pay-go capital projects in FY2024.

For FY2024, the following Capital and Information Technology amounts are recommended:

CIP projects and vehicles totaling **\$40,040,813**

- Pay-Go Projects **\$2,561,117**
 - Comprehensive Facility Assessment Renovation and Repair **\$1,235,625**
 - Detention Center Facility Assessment Renovation and Repair **\$1,325,492**
- Debt Service Projects **\$37,365,172**
 - Fire Station Alerting/Paging **\$2,000,000**
 - 200 College Street Renovation **\$2,500,000**
 - County Courthouse Renovation & Repair **\$15,096,571**
 - 35 Woodfin Renovation for Forward-Facing Facility **\$8,250,000**
 - New Storage Facility - Design **\$4,212,000**
 - Countywide Paving (includes Lake Julian Park) **\$3,033,350**
 - Vehicles **\$2,273,251**
 - General Government Vehicles **\$1,389,091**
 - Sheriff's Vehicles **\$884,160**
- Permit Revenue
 - General Government Vehicles **\$114,524**

The Information Technology Governance Committee (ITGC) evaluates all Information Technology (IT) project requests more than \$5,000. The ITGC proposed eight projects in FY2024 for a total cost of \$537,750 with recurring costs of approximately \$265,000 per year.



- Information Technology needs recommended by ITGC totaling **\$537,750** in the General Fund
 - Board and Agenda Management Software **\$45,000**
 - Content Management System Web/Intranet Migration Assessment **\$25,000**
 - EMS Realtime Tracking **\$90,000**
 - Grant Management Software **\$55,000**
 - IT Project Management Tools **\$60,000**
 - Risk Management Software **\$116,000**
 - Web Emergency Operations Center Software **\$90,000**
 - Well and Septic Digitization **\$56,750**

Other Annual Funds

Solid Waste Fund – The budgeted FY2024 major expenses include a replacement Landfill scale for **\$104,162** and a new bulldozer for **\$480,000**. Opportunities regarding composting are also on the horizon. Solid Waste anticipates stable revenues for the coming year.

Reappraisal Reserve Fund – The County’s property reappraisal occurred in FY2021. The next reappraisal is currently scheduled for FY2025, and the fund will cover related expenditures. The annual transfer establishes fund balance to cover anticipated expenses related to the reappraisal. The FY2024 recommended transfer of **\$625,000** will cover anticipated expenses for FY2024 and build capacity for the upcoming reappraisal.

Insurance and Benefits Fund – The County experienced 97.1% of expected health claims for plan year 2022 (calendar year 2022). On the per employee basis, claims cost were almost flat to the previous plan year when plan enhancements designed to limit costs, like physical therapy services, were implemented. Despite FY2024 budgeted costs increasing 7.5% over the FY2023 budget, prior year planning has allowed for the absorption of those costs without increases to employee premiums.

Air Quality Fund – The Asheville-Buncombe Air Quality Agency was established by an interlocal agreement between the City of Asheville and the County and its governing authority, the Air Quality Board, is selected by the County Commissioners and the Asheville City Council. The Agency’s budget is included in the County’s annual budget process; however, the Air Quality Board approves their budget.

Closing

This FY2024 recommended budget is presented for your review and consideration as you finalize an adopted budget. The goal was to prepare a recommended budget that focuses on advancing your priorities and allows the County to continue to deliver a level of service that our residents have come to expect.



I am grateful for the staff of Buncombe County Government and their commitment to delivering the highest level of services to our community. I must acknowledge them and their actions that make our work possible every day.

I wish to extend my personal gratitude for the efforts of the Budget Office in the development of this budget. I also extend my appreciation to the Buncombe County Board of Commissioners for their support in preparation for the 2024 Fiscal Year.

Your feedback and support are welcomed and valued. I am hopeful to hear from you in the days ahead as you review the information attached to this message.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Avril M. Pinder', with a stylized, cursive script.

Avril M. Pinder, CPA, ICMA-CM
County Manager

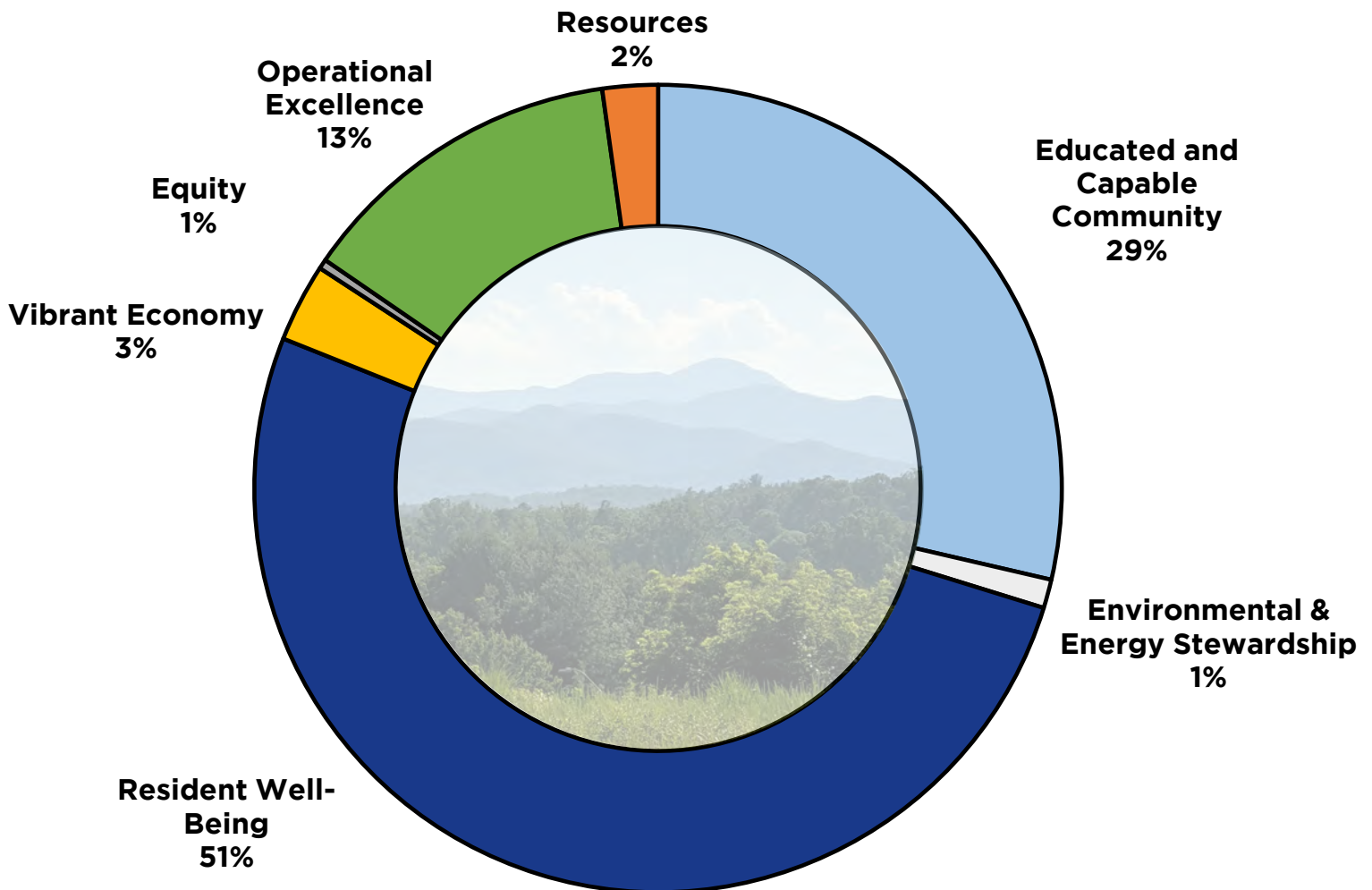


Executive Summary



Budget by Focus Area

The FY2024 budget focuses in on Commissioner-set priorities. However, the County continues to make progress toward its goals related to the Strategic Plan. These priorities and goals often overlap and it is important that information is provided that shows how the County's FY2024 budget aligns with the County's Strategic Plan Focus Areas. Updated budgeting software was acquired in FY2022 allowing departments to select the focus area that each of their line-item expenditures supports when submitting their FY2023 and FY2024 budget requests. This refinement assists the County in guiding future budgetary decisions that continue the progress of its goals and initiatives.



Total County Funds

The total recommended operating budget for Buncombe County in fiscal year 2024 is \$602,634,131. The largest fund is the General Fund, which is the County's main operating fund. The General Fund budget total is \$423,560,422, an increase of 3.5% from the FY2023 amended budget. The increase is driven by new positions, spending on education, and investment in Buncombe County Commissioner FY2024 priorities.

The next largest group of funds is the Special Revenue Funds. The total operating expenditures for these funds are \$119,812,210, a decrease of 1.4% from the FY2023 amended budget. This decrease results from the most recently seen trends in sales tax and occupancy tax revenues that are passed along to other entities per state statutes.

The Enterprise Funds have recommended expenditures of \$16,393,448. This is a decrease of 1.8% from the FY2023 amended budget. The primary reason for decrease is the adjustments to Solid Waste Enterprise expenses.

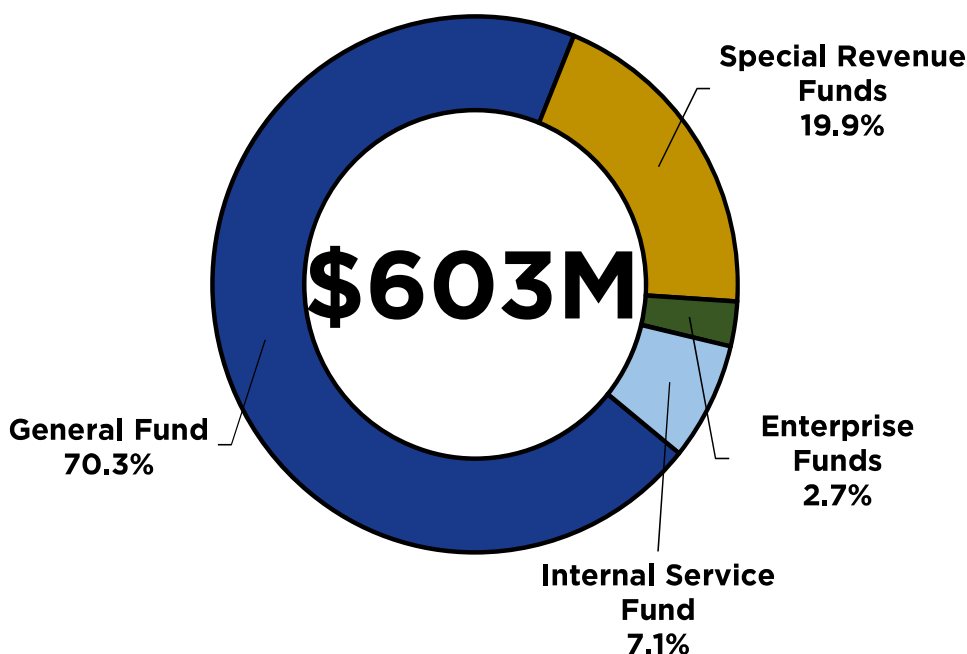
The recommended budget for the Internal Service Fund includes expenditures of \$42,868,051 and are for County commercial liability programs and the operations of its self-insurance, group health, dental, workers' compensation, unemployment, Local Government Employees Retirement System stabilization, and general liability programs.

General Fund
\$423,560,422

**Special
Revenue Funds**
\$119,812,210

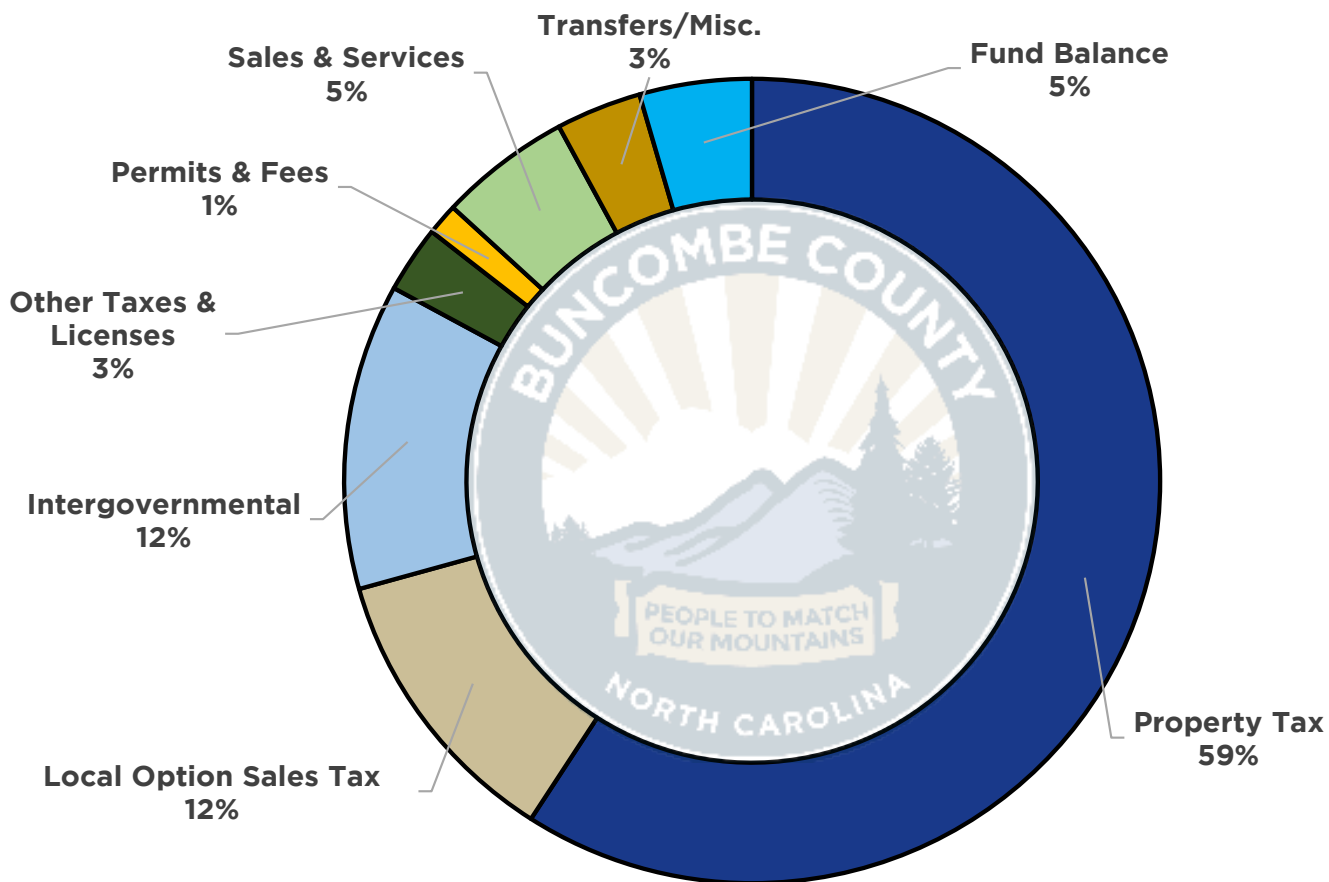
**Enterprise
Funds**
\$16,393,448

**Internal
Service Fund**
\$42,868,051



General Fund

Where Does the Funding Come From?



Primary Revenue Sources*	2020/2021 Actuals	2021/22 Amended	2022/2023 Budget	2023/2024 Budget	% Change from FY 2023 Amended
Property Tax	\$ 219,807,333	\$ 235,895,731	\$ 240,309,247	\$ 250,414,222	4.20%
Sales Tax	\$ 37,062,183	\$ 42,321,899	\$ 47,527,393	\$ 48,946,195	2.99%
Intergovernmental	\$ 47,755,491	\$ 50,408,337	\$ 49,381,697	\$ 52,017,494	5.34%
Other Taxes and Licenses	\$ 9,376,262	\$ 12,160,723	\$ 11,018,000	\$ 11,331,000	2.84%
Permits & Fees	\$ 5,310,142	\$ 5,498,064	\$ 5,210,000	\$ 5,380,868	3.28%
Sales & Services	\$ 21,778,358	\$ 23,145,965	\$ 18,108,468	\$ 22,227,698	22.75%
Total	\$ 341,089,769	\$ 369,430,720	\$ 371,554,805	\$ 390,317,477	5.08%

Major Revenue Source: Property Taxes

The County's largest revenue source is Property Tax, accounting for 59% of the General Fund. By law, the budget for property tax revenues is limited by the prior year's rate. The FY2024 budget estimate for Property Tax is based on a 99.75% collection rate. Property Tax is budgeted at \$249,351,722, which does not include \$512,500 budgeted for prior year property tax collection and \$550,000 budgeted for property tax late payment interest.

The breakdown of the projected tax basis is on the next page.

Fiscal Year: 2024

Tax Year: 2023

(Estimated Taxable Value as of 4/10/23)

**FY2024 Recommended
Tax Rate****48.8¢**

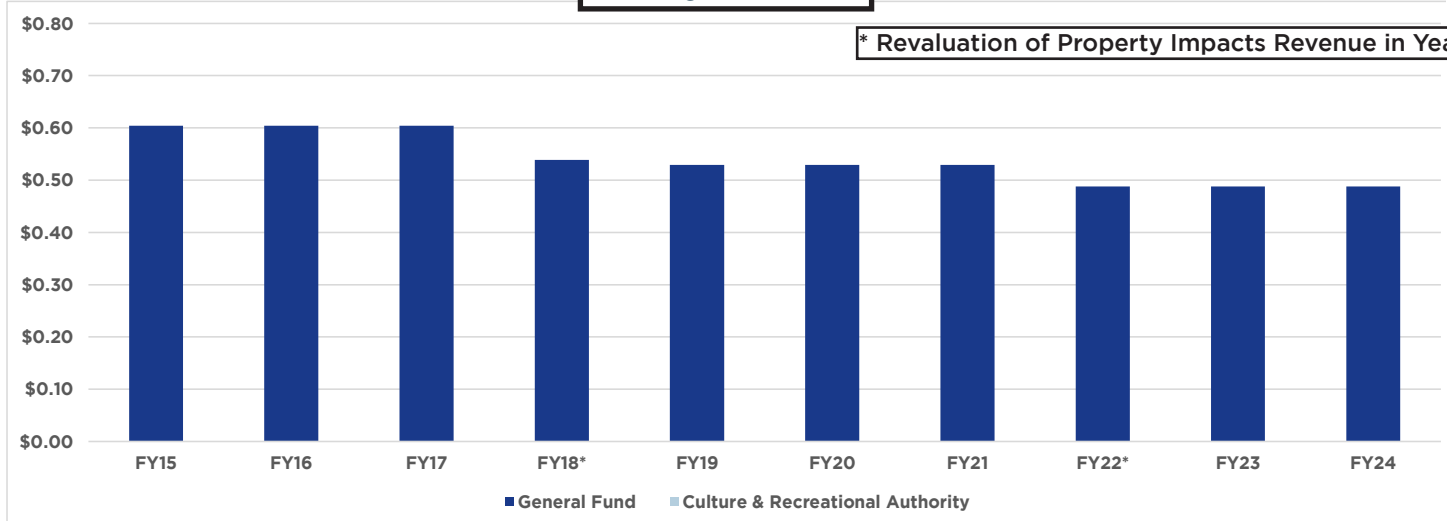
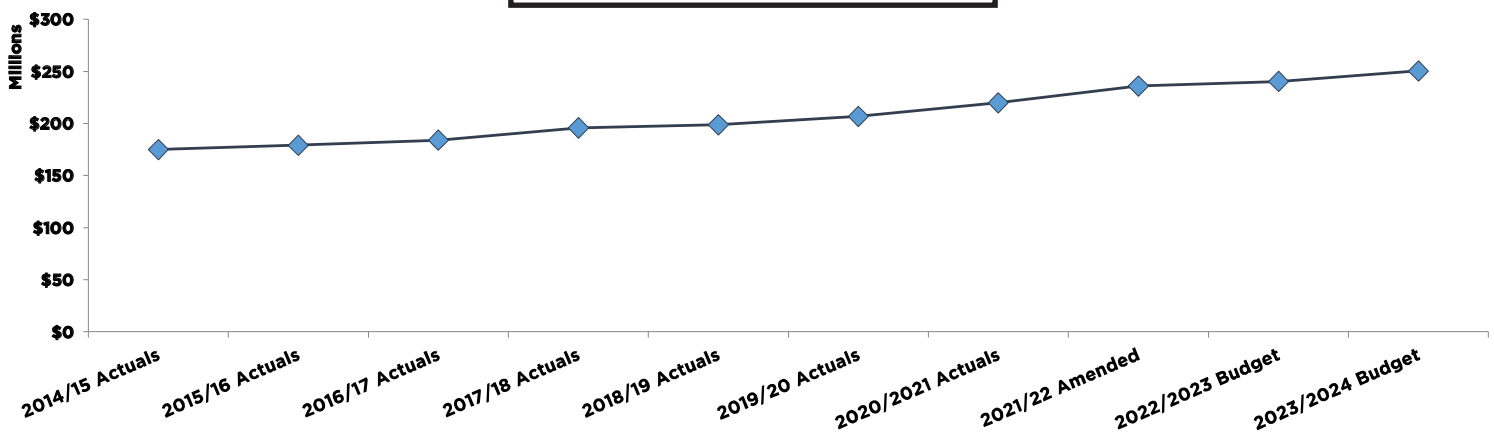
per \$100 of property value

Real Property \$44,097,842,310

Personal Property \$2,918,986,817

Public Service
Companies \$971,988,962Registered Motor
Vehicles \$3,235,908,008**Total Basis \$51,224,726,097**

Collection Rate 99.75%

**Tax Rate
FY15 - FY24***** Revaluation of Property Impacts Revenue in Year****Property Tax Revenue
FY15 - FY24**

Major Revenue Source: Sales Tax

The FY2024 Sales Tax Revenue estimate is \$48,946,195.

Sales tax can be a volatile revenue source and is further complicated by the reporting process. The North Carolina Department of Revenue provides our sales tax revenues on an extended delay because of the time difference between collection and remittance to the State by the business and process and payment to the local government by the Department of Revenue.

For FY2024, the North Carolina Office of State Budget and Management is forecasting low sales tax growth over projected totals for FY2023 due to predicted moderation in consumer spending in FY2024.

Buncombe County levies four local-option sales and use taxes:

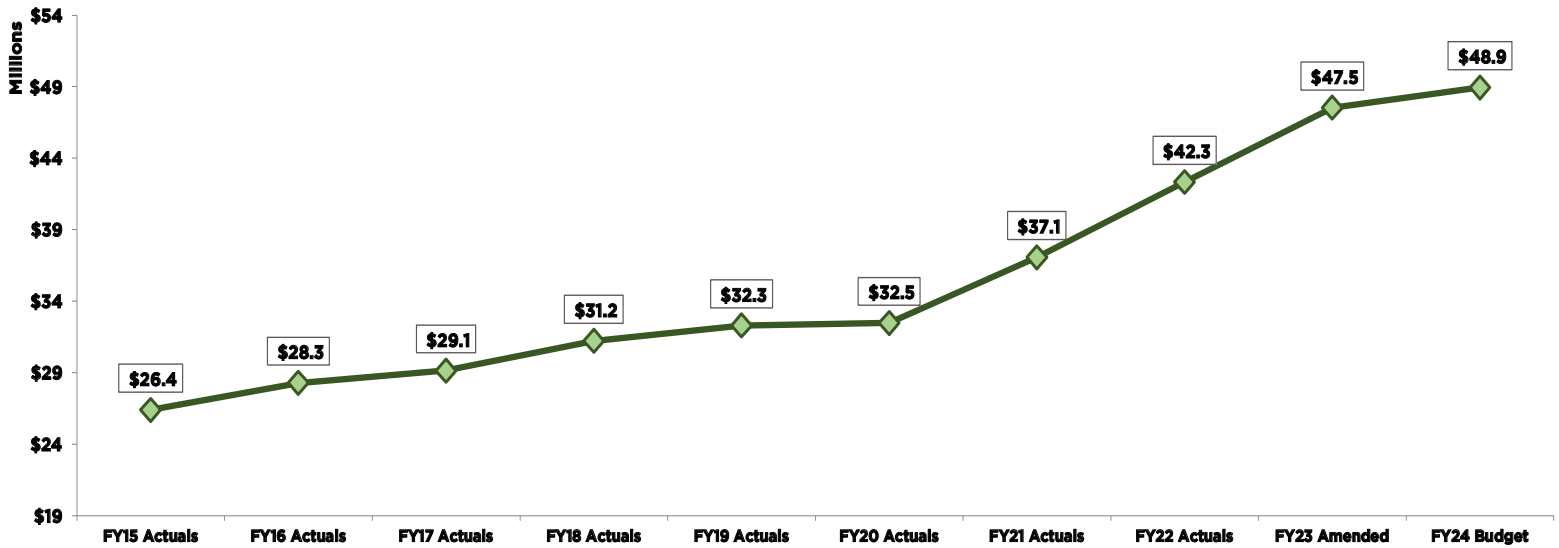
- The one percent tax authorized in 1971 (Article 39) . House Bill 507 originally designated one-half of the proceeds of Article 39 sales tax for the School Capital Commission Fund of Buncombe County. The sales tax proceeds designated for this Fund must be used to finance new public school construction or improvement and renovation projects in excess of \$100,000.
- Senate Bill 888 (S.L. 2016-19) ratified on June 21, 2016 rewrites Chapter 134 of the 1983 Session Law creating the Buncombe County School Capital Fund Commission. The bill reinstated the Commission, established membership and meeting requirements, and created the Public School Capital Needs Fund. Prior to SB 888, one half of Article 39 sales and use tax revenue was allocated to Buncombe County Schools and Asheville City Schools pro rata according to average daily membership in the two school systems. SB 888 removed this distribution method and allocated funding based on prioritization of needs.
- The one-half percent authorized in 1983 (Article 40). Thirty percent of the proceeds from this sales tax must be spent for school capital outlay or debt service on school bonds.
- The second one-half percent authorized in 1986 (Article 42). Sixty percent of the proceeds from this sales tax must be spent for school capital outlay or debt service on school bonds.
- The quarter cent authorized by referendum in 2011 (Article 46) . The proceeds of the quarter cent sales tax are designated for Asheville-Buncombe Technical Community College and are accounted for in the AB Tech Capital Projects Fund.

The remaining proceeds from the Article 39 (50%), Article 40 (70%), and Article 42 (40%) sales and use taxes are allocated among the municipalities, fire districts, and County on the ad valorem or tax levy basis. The ad valorem basis distributes sales tax revenues based on relative property tax levies of local government units.

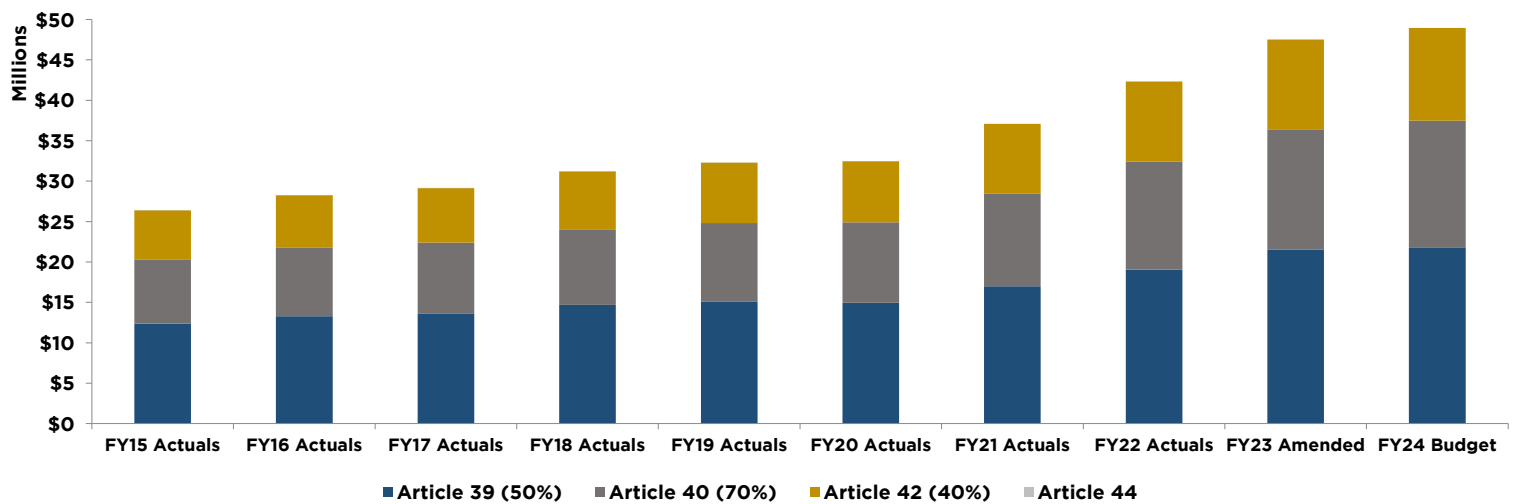
Since FY2017, the portions of Article 40 (30%) and Article 42 (60%) designated for school capital outlay are accounted for in a Public Schools ADM Capital Project Fund. This fund

was created to account for all public school capital funding required to be distributed to Buncombe County Schools and Asheville City Schools pro rata according to average daily membership (ADM) in the two school systems. Due to the shift in Article 40 (30%) and Article 42 (60%) sales tax revenue from the General Fund to the Public Schools ADM Capital Project Fund, prior year sales tax data presented in this annual budget report excludes these articles. Capital projects are budgeted using Capital Project Fund Ordinances.

Total Sales Tax Revenue FY15 - FY24



Sales Tax Revenue by Article FY15 - FY24



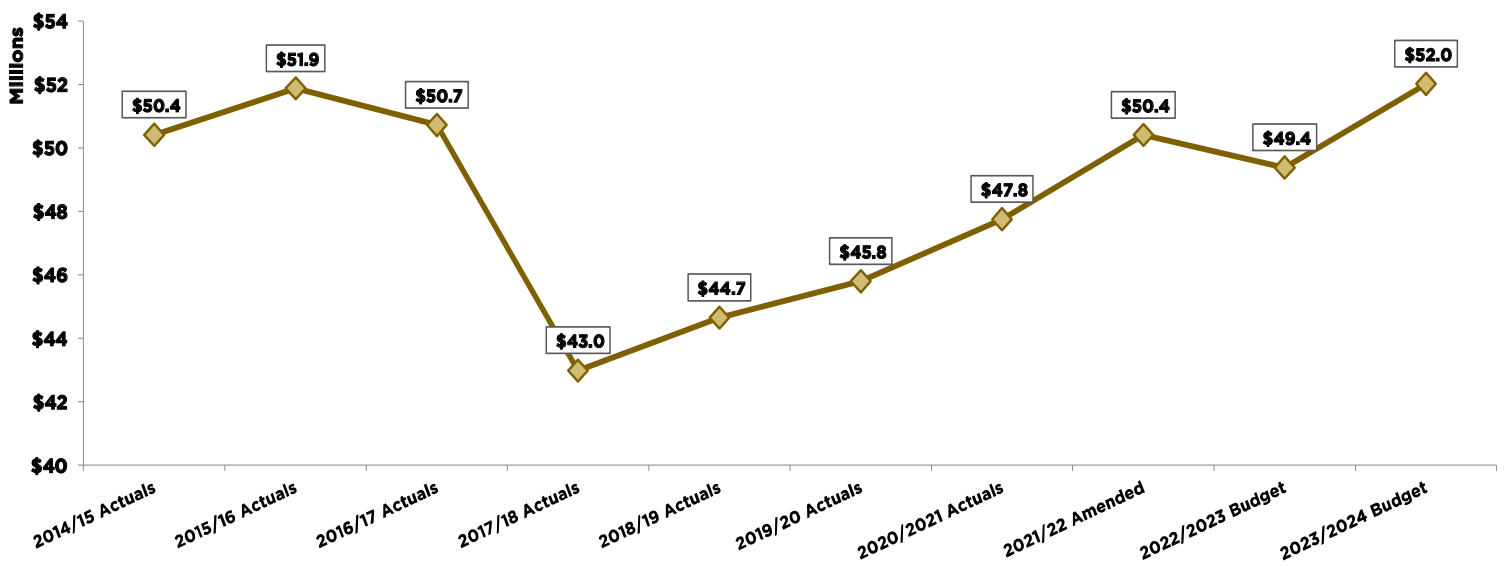
Article	County Share	FY2021 Actual	FY2022 Actual	FY2023 Amended	FY2024 Budget	Growth Over FY23
39	50%	\$16,997,020	\$19,077,066	\$21,557,979	\$21,813,146	1.2%
40	70%	\$11,430,503	\$13,342,383	\$14,786,854	\$15,678,650	6.0%
42	40%	\$8,634,293	9,902,956	\$11,182,560	\$11,454,399	2.4%
44	0%	\$366	\$(506)			
	Total	\$37,062,183	\$42,321,899	\$47,527,393	\$48,946,195	3.0%
46	0%	\$16,031,281	\$18,660,924	\$12,277,499	\$20,573,669	67.6%

Major Revenue Source: Intergovernmental

Intergovernmental revenues include grants and payments from federal, state, and other local governmental units. Intergovernmental revenues are recommended at \$52,017,494 and account for 12% of General Fund revenues.

Most of this funding (\$38,098,476) is in federal and state allocations for the Social Service Department (DSS) and Direct Assistance division in FY2024. Public Health is also expected to receive \$4,374,730 in state and federal revenues. An additional \$2.6M is budgeted for revenue from local governments for services provided by Identification Bureau and 911 Operations. As grants are realized throughout the year the budget is amended to reflect the increased revenues.

Intergovernmental Revenue
FY15 - FY24



Other Revenue Sources

Other Taxes & Licenses

This revenue source, representing 3% of the recommended budget, includes \$8,500,000 for the real property transfer tax (excise tax) and \$1,350,000 for video programming taxes. The rental car tax is budgeted at \$1,045,000, heavy equipment rental tax at \$405,000, and privilege license tax at \$31,000 for FY2024.

Permits & Fees

The permits and fees revenues include building permits and inspection fees and Register of Deeds' fees such as marriage licenses and recording fees. The revenue generated for licenses and permits makes up 1%, or \$5,380,868, of the General Fund revenue. Permits and inspections make up 70% of these total revenues.

Sales & Services

These revenues represent charges for County services that are provided by County Departments. Included in revenues for sales and services are Public Health revenues, EMS fees, and Jail revenues. For FY2024, recommended General Fund revenues for sales and services are estimated at \$22,227,698. Sales and Services represent 5% of the total General Fund recommended budget. Highlights include \$3.8M for Public Health, \$9.1M for Emergency Services, \$3.0M for Tax Collections, and \$1.8M for rental income.

Other Revenues

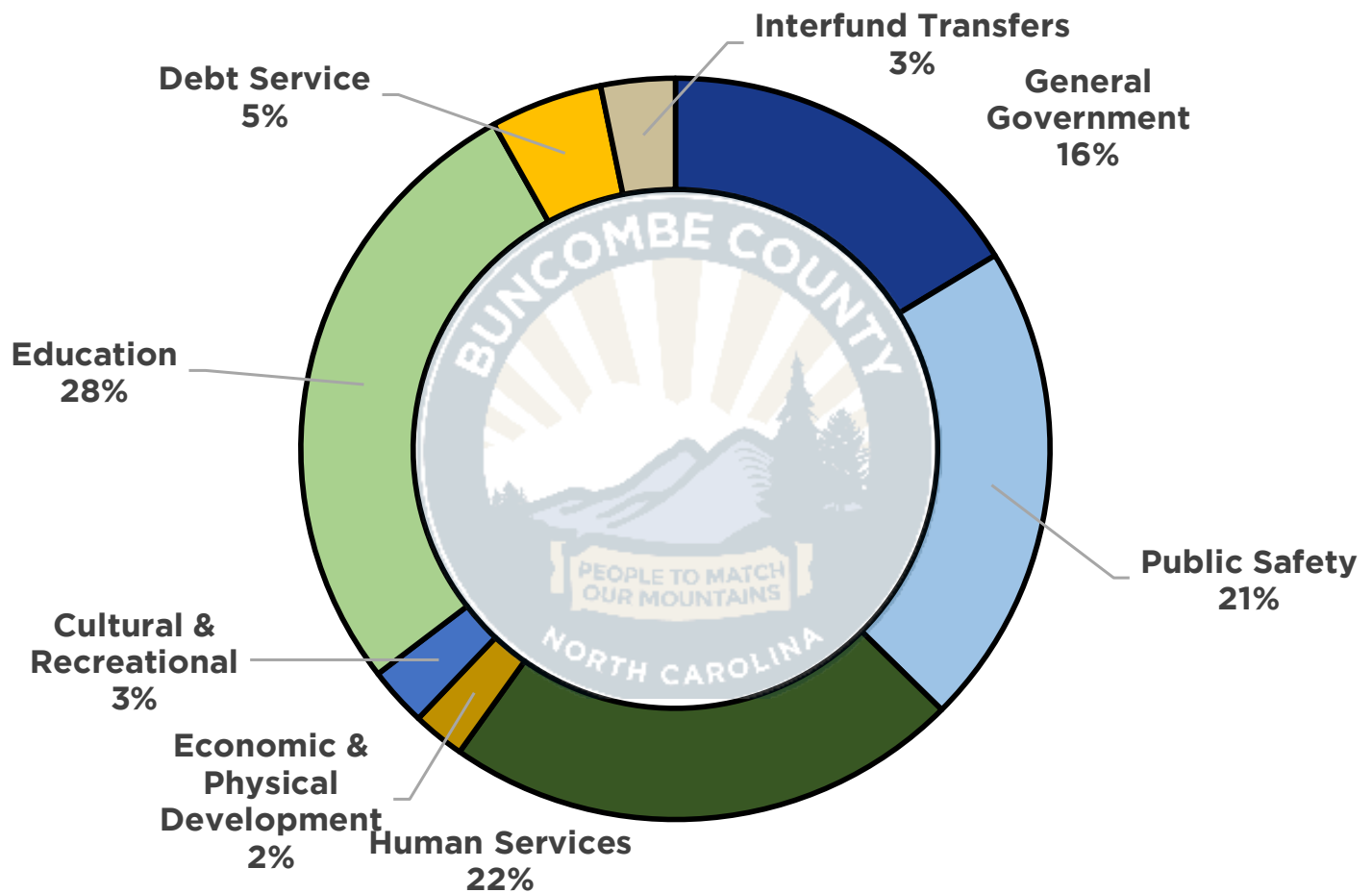
These revenues include investment earnings, indirect cost charges, proceeds of capitalized leases, donations, and sale of assets. Additionally, other revenues include transfers from other funds and bond proceeds. In total, other revenues are recommended at \$14,408,875.

Fund Balance

In the General Fund, \$18,834,070 of fund balance is appropriated in the FY2024 Recommended Budget. This accounts for 5% of General Fund appropriations. The projected fund balance assures the County will maintain its sound financial position. The Board of County Commissioners is committed to maintaining a high level of service to the residents of Buncombe County.

General Fund

Where Does the Funding Go?



The priorities set by the County Commissioners during their FY2024 Budget Retreat served as the basis for the FY2024 Recommended Budget. The priority areas are:

- Public Safety and Expansion of Emergency Medical Services
- Homelessness and Continuum of Care
- Early Childhood Education Workforce Development
- Consolidation of School Systems
- Infrastructure in Unincorporated and Growth Areas

However, per statute, Buncombe County's recommended budget is presented by functional area. The FY2024 budget keeps the focus on core services: Public Safety, Human Services, and Education. These service areas account for just over 71% of the total FY2024 budget.

- Public Safety - \$89,684,027
Emergency Services, Sheriff's Office, and Detention Center are the largest components of the Public Safety function. Major investments in the Public Safety function for FY2024 include the addition of 24 positions, the absorption of services that were previously grant-funded, and overall cost increases for ongoing expenses, in particular the inmate medical contract.

➤ Human Services - \$94,575,446

This function consists primarily of the Social Services and Public Health divisions. While Social Services consists of mandated services to protect the most vulnerable members of the community, Public Health works to promote and protect community healthiness. For FY2024, three (3) new positions are included covering areas such as Food and Nutrition Services and Environmental Health.

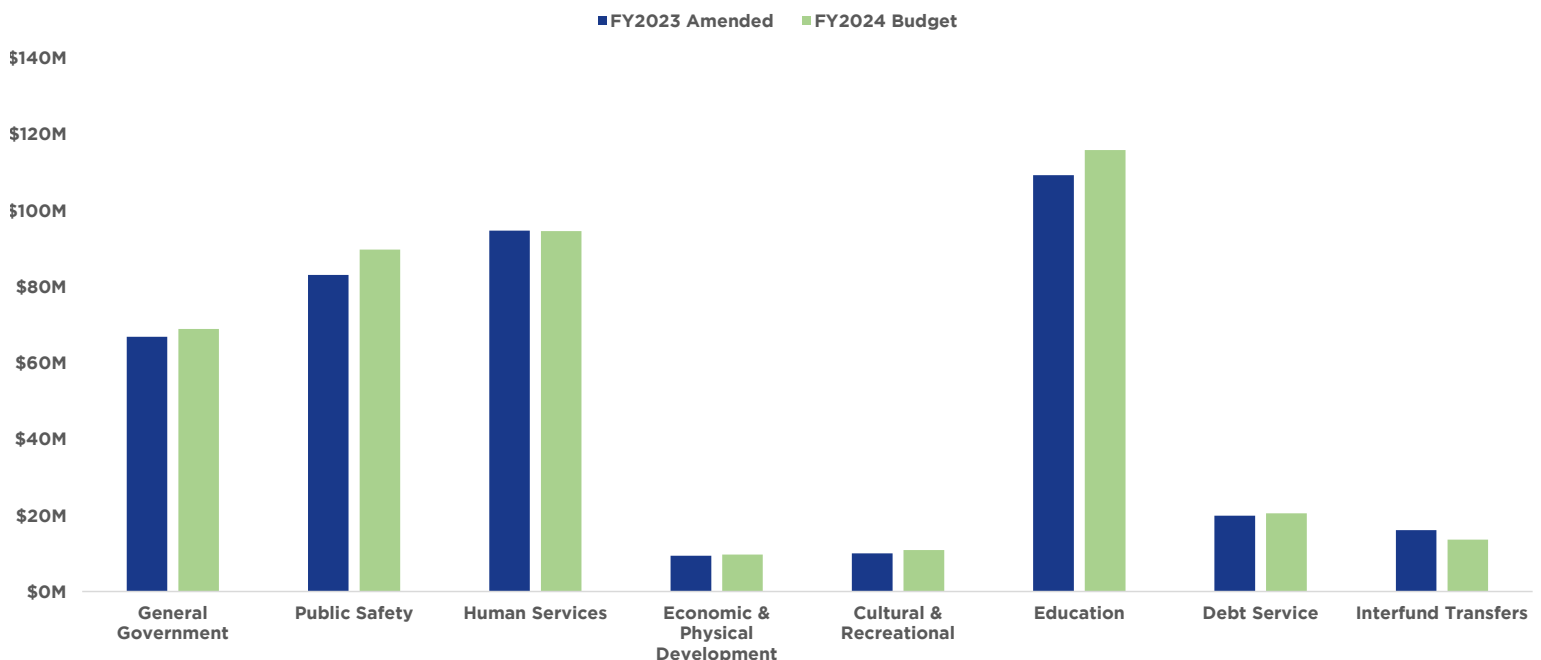
➤ Education - \$115,792,906

The FY2024 Recommended Budget includes \$90,334,553 for Buncombe County Schools and \$16,829,804 for Asheville City Schools. These dollars provide continued investment in staff to support students in reaching their potential. Addressing staffing shortages through paycales is one specific focus of the increased dollars. The FY2024 Asheville-Buncombe Technical Community College budget is \$8,114,549. Pre-K support totals \$3,896,756, which is budgeted as an Interfund Transfer from the General Fund to the Special Programs Fund starting in FY2024.

Some highlights from the other functional areas include:

- Affordable Housing - Interfund Transfer (\$2,311,845)
- Economic Development Incentives - Econ. & Phys. Development/Interfund (\$3,910,298)
- Reparations Allocation - General Government (\$510,000)

Expenditures by Function FY23 - FY24



Special Revenue Funds

Register of Deeds

Automation Fund

\$150,050

Special Revenue Funds are funds that rely on specific revenue sources that are legally restricted to specified purposes. The total \$119,812,210 represents 20% of the total County's recommended budget.

The **Register of Deeds Automation Fund** is used to cover expenditures related to automation of Register of Deeds processes.

Register of Deeds

Trust Fund

\$400,000

The **Register of Deeds Trust Fund** receives and submits revenues collected on behalf of the state.

Tax Reappraisal Reserve Fund

\$685,000

The **Tax Reappraisal Fund** sets aside dollars only to be expended on cyclical County property evaluations.

Occupancy Tax Fund

\$40,000,000

The **Occupancy Tax Fund** represents revenues generated through the room occupancy tax on hotel and motel rooms, set at 6%. These dollars are used to further develop travel and tourism in Buncombe County, per state statute.

911 Fund

\$1,281,885

The **911 Fund** represents dollars received from the NC 911 Board for the primary Public Safety Answering Point's (PSAP) technical needs.

Special Taxing Districts Fund

\$67,274,346

The **Special Taxing Districts Fund** contains Sales Tax revenues, as distributed by the State and passed through Buncombe County, and Ad Valorem or property tax revenues, as set by the Board of Commissioners, for Fire Districts and the Asheville City Schools Supplemental Taxing District. (See also Appendix B).

Transportation Fund

\$6,612,501

The **Transportation Fund** represents the County's transportation program, Mountain Mobility, including administration, operation, and any partnerships with outside agencies.

PDF Woodfin Fund

\$788,428

The **Project Development Financing (PDF) Woodfin Downtown Fund** is used for debt principal and interest payments for the completed PDF Woodfin Downtown Project.

Forfeiture Fund

\$120,000

The **Forfeiture Fund** represents dollars received from federal and state forfeiture programs used for law enforcement purposes.

School Fines & Forfeitures Fund

\$2,000,000

The **School Fines & Forfeitures Fund** acts as a pass-through of state-collected fines and forfeitures for our K-12 education partners.

Representative Payee Fund

\$500,000

The **Representative Payee Fund**, also known as the Division of Social Services Trust, are dollars held in trust for foster children.

Enterprise Funds

Enterprise Funds

The total recommended budget for the Enterprise Funds is \$16,393,448. This is a 1.8% decrease from the FY2023 amended budget. The three Enterprise Funds, Solid Waste, Inmate Commissary, and Real-Time Intelligence Center, are self-supporting through revenues and fees they collect.

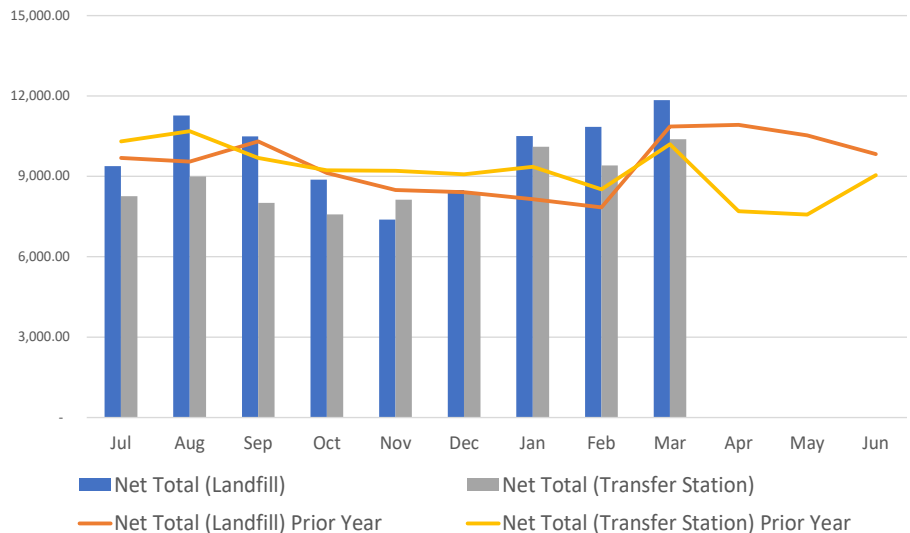
Solid Waste

The total recommended budget for Solid Waste is \$15,740,861, a 2.3% decrease from the FY2023 amended budget.

Real-Time Intelligence Center

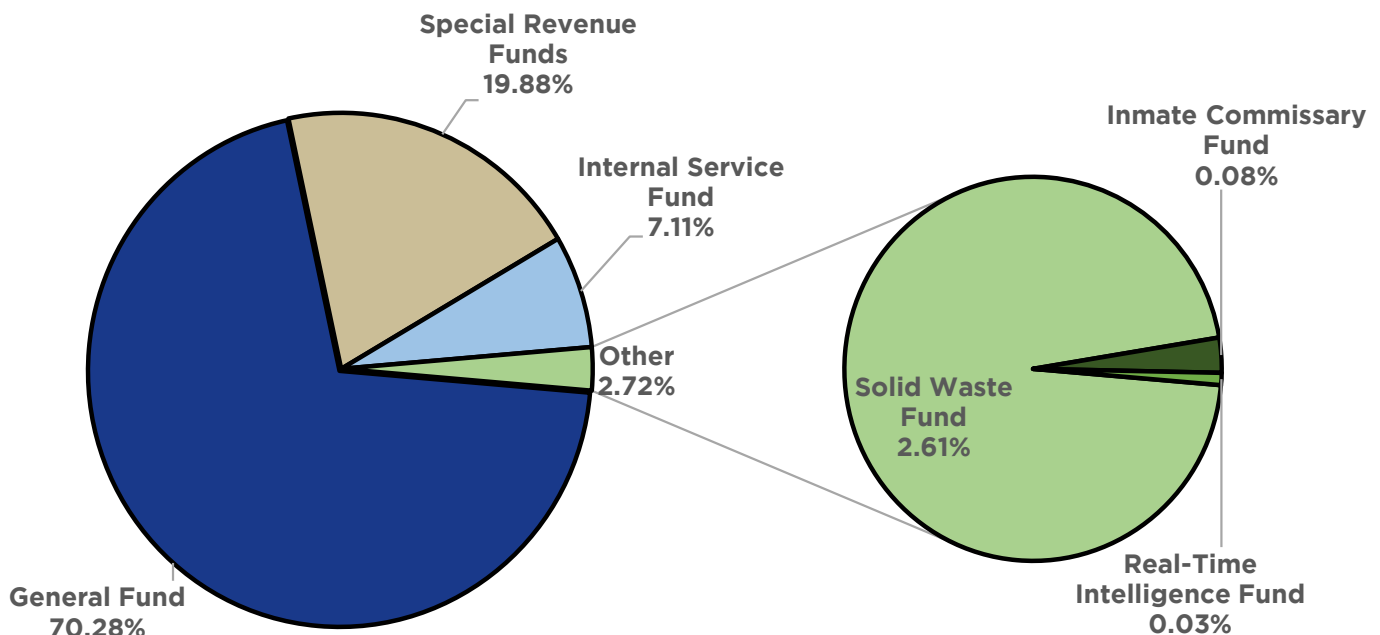
The total recommended budget for the Real-Time Intelligence Center Fund is \$169,000, a 30% increase from the FY2023 amended budget as the Center continues to be utilized.

Monthly Tonnage



Inmate Commissary

The total recommended budget for Inmate Commissary is \$483,587, which is an 8.4% increase from the FY2023 amended budget. Revenues for this fund are generated through sales to the inmate population in the County's Detention Center.



Internal Service Fund

The Internal Service Fund is recommended at \$42,868,051 and was established to account for the County's group health (self insurance), group dental (purchased), workers' compensation, unemployment, State Local Government Employee Retirement (LGERS) contribution, and general liability programs.

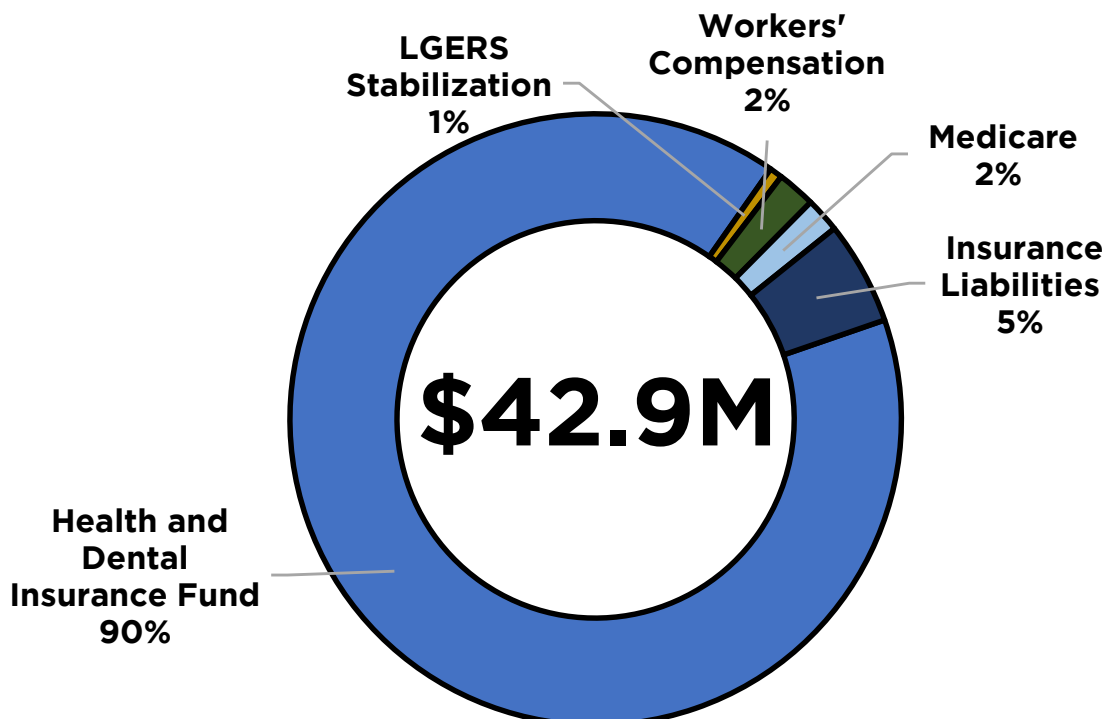
Health & Dental Insurance
\$38,574,241

Insurance Liabilities
\$2,340,391

Medicare
\$790,000

Workers' Compensation
\$865,419

LGERS Stabilization
\$298,000



OPERATING BUDGET SUMMARY: ALL FUNDS

	FY2021 Actuals	FY2022 Actuals	FY2023 Amended	FY2024 Budget
Revenues:				
General Fund	351,096,062	379,344,398	409,050,393	423,560,422
Special Revenue Funds:				
Occupancy Tax Fund	27,242,169	36,924,055	46,000,000	40,000,000
Reappraisal Reserve Fund	63,333	237,000	531,913	685,000
Emergency Telephone System Fund	669,679	1,095,902	1,288,426	1,281,885
Register of Deeds Automation Fund	189,152	172,932	148,646	150,050
Register of Deeds Trust Fund	353,574	338,769	400,000	400,000
Special Taxing Districts Fund	49,552,895	56,892,234	64,064,144	67,274,346
Transportation Fund	4,100,390	4,419,547	5,543,352	6,612,501
Woodfin PDF Fund	743,082	10,827,272	745,106	788,428
Forfeitures Fund	62,301	250,696	230,000	120,000
School Fines and Forfeitures Fund	636,621	1,116,720	2,000,000	2,000,000
Representative Payee Fund	407,918	392,671	600,000	500,000
Enterprise Funds:				
Solid Waste Fund	11,985,854	11,641,069	16,119,464	15,740,861
Real-Time Intelligence Center Fund	-	-	130,000	169,000
Inmate Commissary Fund	412,537	465,186	445,965	483,587
Internal Service Fund	38,304,691	40,819,787	41,075,693	42,868,051
Total	485,820,258	544,938,238	588,373,102	602,634,131
Expenditures:				
General Fund	332,122,932	371,581,628	409,050,393	423,560,422
Special Revenue Funds:				
Occupancy Tax Fund	27,242,169	36,924,055	46,000,000	40,000,000
Reappraisal Reserve Fund	166,084	352,378	531,913	685,000
Emergency Telephone System Fund	1,005,805	311,645	1,288,426	1,281,885
Register of Deeds Automation Fund	88,527	91,969	148,646	150,050
Register of Deeds Trust Fund	353,574	338,769	400,000	400,000
Special Taxing Districts Fund	49,552,895	56,892,234	64,064,144	67,274,346
Transportation Fund	3,624,670	4,016,369	5,543,352	6,612,501
Woodfin PDF Fund	742,800	10,823,552	745,106	788,428
Forfeitures Fund	256,265	131,720	230,000	120,000
School Fines and Forfeitures Fund	636,621	1,116,720	2,000,000	2,000,000
Representative Payee Fund	356,914	414,596	600,000	500,000
Enterprise Funds:				
Solid Waste Fund	10,223,771	11,503,570	16,119,464	15,740,861
Real-Time Intelligence Center Fund	-	-	130,000	169,000
Inmate Commissary Fund	274,472	351,844	445,965	483,587
Internal Service Fund	38,467,246	39,905,026	41,075,693	42,868,051
Total	465,114,745	534,756,076	588,373,102	602,634,131

RECOMMENDED BUDGET SUMMARY ALL FUNDS - REVENUES

Summary of County Funds	FY2021 Actuals	FY2022 Actuals	FY2023 Amended	FY2024 Budget
General Fund				
Property Tax	219,807,333	235,895,731	240,309,247	250,414,222
Local Option Sales Tax	37,062,183	42,321,899	47,527,393	48,946,195
Intergovernmental	47,755,491	50,408,337	49,381,697	52,017,494
Other Taxes & Licenses	9,376,262	12,160,723	11,018,000	11,331,000
Permits & Fees	5,310,142	5,498,064	5,210,000	5,380,868
Sales & Services	21,778,358	23,145,965	18,108,468	22,227,698
Interfund Transfers	7,999,549	5,025,345	12,434,241	9,461,915
Bond Proceeds	112,600	1,153,000	-	2,673,251
Miscellaneous	1,867,332	3,869,268	1,658,698	1,523,709
Investment Earnings	26,812	(133,935)	550,000	750,000
Forfeitures	-	-	-	-
Appropriated Fund Balance	-	-	22,852,649	18,834,070
Total	351,096,062	379,344,398	409,050,393	423,560,422
Special Revenue Funds				
Property Tax	37,385,045	42,283,432	45,866,225	48,885,316
Local Option Sales Tax	12,547,024	15,034,829	18,943,025	19,177,458
Intergovernmental	4,052,844	4,242,259	4,983,799	5,444,782
Other Taxes & Licenses	27,242,169	36,924,055	46,000,000	40,000,000
Permits & Fees	542,703	512,290	548,596	550,000
Sales & Services	-	-	-	-
Interfund Transfers	1,525,987	2,222,964	2,142,989	2,294,141
Bond Proceeds	-	10,050,000	-	-
Miscellaneous	685,549	1,150,720	2,008,869	2,057,869
Investment Earnings	287	4116	50	50
Forfeitures	39,508	251,366	50,000	120,000
Appropriated Fund Balance	-	-	1,008,034	1,282,594
Total	84,021,115	112,667,798	121,551,587	119,812,210
Enterprise Funds				
Property Tax	-	-	-	-
Local Option Sales Tax	-	-	-	-
Intergovernmental	-	-	28,280	-
Other Taxes & Licenses	659,427	747,118	615,013	745,000
Permits & Fees	7,118	13,771	6,400	13,700
Sales & Services	11,310,152	11,194,815	11,399,958	11,906,583
Interfund Transfers	60,445	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	359,326	188,829	95,000	139,345
Investment Earnings	1,923	(38,279)	-	6,000
Forfeitures	-	-	-	-
Appropriated Fund Balance	-	-	4,550,778	3,582,820
Total	12,398,390	12,106,254	16,695,429	16,393,448
Internal Service Fund				
Property Tax	-	-	-	-
Local Option Sales Tax	-	-	-	-
Intergovernmental	-	-	-	-
Other Taxes & Licenses	-	-	-	-
Permits & Fees	-	-	-	-
Sales & Services	38,304,691	40,819,787	37,463,390	39,881,503
Interfund Transfers	-	-	-	-
Bond Proceeds	-	-	-	-
Investment Earnings	-	-	-	-
Forfeitures	-	-	-	-
Appropriated Fund Balance	-	-	3,612,303	2,986,548
Total	38,304,691	40,819,787	41,075,693	42,868,051
Grand Total	485,820,258	544,938,238	588,373,102	602,634,131

RECOMMENDED BUDGET SUMMARY ALL FUNDS - EXPENDITURES

Service Area	FY2021 Actuals	FY2022 Actuals	FY2023 Amended	FY2024 Budget
Department				
General Government				
Benefits and Risk	-	-	-	-
Budget	668,848	818,906	790,030	778,057
Community Engagement	523,330	577,951	654,618	683,729
PR & Communications	697,106	832,924	1,159,013	1,825,890
Compliance	-	-	-	-
County Manager	1,191,595	1,355,651	1,254,061	1,543,124
Diversity, Equity, and Inclusion (DEI)	-	-	341,286	466,964
Elections	3,033,589	2,413,614	2,565,507	3,776,399
Finance	2,298,635	2,433,745	2,951,456	2,993,508
Fleet Services	2,313,032	2,393,573	5,047,837	3,808,925
General Services	7,484,731	10,182,706	10,652,194	11,649,481
Parking Services	431,830	550,685	720,424	668,862
Governing Body	931,102	910,463	1,034,991	1,039,117
Human Resources	1,771,888	1,932,476	2,563,211	3,022,892
Information Technology	12,030,555	14,621,195	18,265,539	18,509,704
Intergovernmental Relations	49	-	-	-
Internal Audit	326,862	209,016	445,219	434,932
Legal and Risk	1,039,620	1,269,848	1,343,758	1,438,835
Register of Deeds	5,031,801	6,290,552	6,056,448	6,148,398
Strategic Partnership Grants (Includes Arts & Culture)	1,688,063	1,689,645	2,070,633	2,170,384
Strategy and Innovation	1,306,499	1,367,980	1,409,567	1,501,940
Sustainability	480,477	402,785	682,530	711,202
Tax Assessment	3,304,551	3,299,212	4,012,219	4,651,700
Tax Collections	1,992,300	2,037,568	2,169,284	2,268,551
Nondepartmental	549,444	357,646	620,400	(1,229,873)
Reappraisal Reserve Fund	166,084	352,378	531,913	685,000
Register of Deeds Automation Fund	88,527	91,969	148,646	150,050
Register of Deeds Trust Fund	353,574	338,769	400,000	400,000
Internal Service Fund	38,467,246	39,905,026	41,075,693	42,868,051
Public Safety				
Emergency Services	16,532,425	14,868,637	20,313,408	21,362,240
Public Safety Training Center	657,212	675,247	1,174,930	1,360,254
911 Operations	-	4,231,780	6,447,634	7,429,358
Identification Bureau	1,955,076	1,939,002	2,230,567	2,260,979
Family Justice Center	434,385	461,432	497,847	951,802
Juvenile Crime Prevention Council	671,152	625,723	644,904	-
Justice Resource Support	1,809,959	1,925,331	2,736,775	3,050,693
Pre-trial Release	1,034,010	1,051,649	1,518,216	1,571,353
Public Safety Interoperability Partnership	1,266,447	1,266,672	1,463,138	1,690,937
Detention Center	17,782,930	18,417,292	21,265,043	24,155,882
Sheriff's Office	21,118,136	22,729,895	24,720,640	26,710,358
Nondepartmental	1,033,526	699,440	167,434	(690,829)
Special Taxing Districts Fund (Fire)	34,997,389	41,116,497	46,814,144	50,024,346
Emergency Telephone System Fund	1,005,805	311,645	1,288,426	1,281,885
BCAT & Sheriff Forfeitures Fund	256,265	131,720	230,000	120,000
Inmate Commissary Fund	274,472	351,844	445,965	483,587
Human Services				
Animal Services	1,437,022	1,483,207	1,495,784	1,988,115
Behavioral Health	856,478	839,579	600,000	600,000
Community Contracts	-	-	-	-
Direct Assistance	8,352,275	10,038,457	10,371,645	9,863,732
Division of Social Services	51,709,305	51,577,468	56,753,405	58,435,479
Public Health	22,222,613	23,296,993	25,932,569	25,348,225
Veterans Service	399,716	403,814	414,511	423,099
Nondepartmental	1,114,790	749,846	(915,429)	(2,083,204)
Transportation Fund	3,624,670	4,016,369	5,543,352	6,612,501
Representative Payee Fund	356,914	414,596	600,000	500,000

Economic & Physical Development

Economic Development	2,011,070	1,776,783	2,013,201	1,357,298
Permits & Inspections	2,459,347	2,519,378	2,956,743	2,991,660
Planning	1,896,094	2,068,721	3,164,049	3,946,284
Agriculture and Land Resources	569,105	665,323	857,519	1,093,307
Cooperative Extension	396,955	431,765	486,651	528,316
Nondepartmental	102,122	61,658	(111,337)	(261,824)
Occupancy Tax Fund	27,242,169	36,924,055	46,000,000	40,000,000
Woodfin PDF Fund	742,800	10,823,552	745,106	788,428
Solid Waste Fund	10,223,771	11,503,570	16,119,464	15,740,861

Cultural & Recreational

Arts, Museum & History (Moved to Strategic Partnerships)	-	-	-	-
Library	5,729,113	6,127,377	7,607,401	8,716,617
Recreation Services	2,037,161	1,608,384	2,487,862	2,494,850
Nondepartmental	115,102	72,446	128,773	(324,550)

Education

AB Tech	7,075,600	7,275,600	7,728,142	8,114,549
Asheville City Schools	12,679,492	14,153,775	15,254,804	16,829,804
Buncombe County Schools	69,761,937	73,161,308	81,909,553	90,334,553
Child Care Centers	-	-	-	-
Education Support	239,000	487,933	514,000	514,000
Pre-K	2,467,059	3,615,202	3,820,349	-
Nondepartmental	-	-	-	-
Special Taxing Districts (School Suppl.)	14,555,506	15,775,737	17,250,000	17,250,000
School Fines and Forfeitures Fund	636,621	1,116,720	2,000,000	2,000,000

General Fund Interfund Transfers	5,383,872	23,278,555	16,089,025	13,597,687
General Fund Debt Service	19,716,538	21,047,814	19,887,958	20,505,677

Total	465,114,745	534,756,076	588,373,102	602,634,131
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Note: Nondepartmental budgets presented above include appropriations for the Other Post Employment Benefit (OPEB) Trust Fund contribution, which are approved at the functional level, and functional budget tools like Contra-Expenses to account for lapsed salary. Actual/estimated OPEB contributions are accounted for in each department per auditor guidance.



Personnel Summary

General Fund Summary - Positions by Service Area

Service Area	Prior Year	Current Year	Budget Year	Percent Change
General Government	265	287	295	3%
Public Safety	640	703	732	4%
Human Services	567	572	571	0%
Economic & Physical Development	49	58	62	7%
Culture & Recreation	98	105	116	10%
Total General Fund	1,619	1,725	1,776	3%

Summary of Budgeted Positions by Fund

Fund	Prior Year	Current Year	Budget Year	Percent Change
General Fund	1,619	1,725	1,776	3%
Enterprise Funds	39	42	42	0%
Internal Service Fund	4	4	5	25%
Grant Projects Funds	29	38	49	29%
Total All Funds	1,691	1,809	1,872	3.5%

*Current Year count refers to beginning FY2023 count.

➤ General Fund

For FY2024, 44 new positions will be added; three (3) from the Grants Fund. Nine (9) positions were added mid-year, four (4) from the Grants Fund. Two (2) positions were closed.

➤ Internal Service Fund

For FY2024, a new position was added.

➤ Grant Projects Funds

For FY2024, while seven (7) positions were moved from the Grants Fund, 14 were added mid-year, concentrated in the Public Safety service area. Two (2) project managers were created mid-year for the Housing/Open Space Bond Projects Fund. Two (2) Behavioral Health positions were moved to the Opioid Settlement Fund.



Capital Improvement Program

A capital project is defined as construction, renovation or demolition project, or acquisition of land or other assets, valued in excess of \$100,000, and with a useful life of at least five years. This includes significant capital maintenance projects and information technology projects. Improvements to or expansions of existing assets must increase appraised value or add to life expectancy to qualify as a capital project.

The Buncombe County Capital Improvement Plan (CIP) is a long-range plan for analysis and approval of proposed capital improvement projects, which includes estimated project costs and funding sources that the County expects to carry out over a five-year period. Projects will be consistent with County priorities and address needs for maintenance and expansion of infrastructure and capital assets.

The CIP is developed annually in conjunction with the budget process to better incorporate long-range planning.

Referring to Government Finance Officers Association (GFOA) best practice, specific criteria was used for the Capital Review Team to assess the quality of submissions and their candidacy for inclusion in the CIP. Nineteen project requests were presented by County departments and after use of criteria and applying budget constraints, eight projects were recommended by the Team. Six of these projects will be debt-financed in FY2024 and two funded with Capital Fund dollars. The Solid Waste Enterprise Fund will purchase two pieces of equipment via pay-go.

General Fund FY24-FY28 CIP

Department & Project	Full Project Cost	FY24	FY25	FY26	FY27	FY28	Pay-Go/Debt
911 Operations							
FY26 164 Erwin Hills Rd. Renovation & Repair	\$17,344,991				\$1,734,499	\$1,691,137	Debt
Elections							
FY26 Voting System Replacement	\$1,079,000		\$1,079,000				TBD
Emergency Services							
FY24 Fire Station Alerting/Paging	\$2,000,000		\$200,000	\$195,000	\$190,000	\$185,000	Debt
FY25 EMS Local Base	\$8,804,840			\$880,484	\$858,472	\$836,460	Debt
FY26 Emergency Operations Center	\$54,623,670				\$5,462,367	\$5,325,808	Debt
FY26 EMS Regional Base 1	\$16,525,253				\$1,652,525	\$1,611,212	Debt
FY27 EMS Regional Base 2	\$17,333,708				\$1,733,371	\$1,690,037	Debt
FY28 EMS Regional Base 3	\$18,638,611				\$1,863,861	\$1,817,265	Debt
General Services							
Comprehensive Facility Assessment Projects							
FY24 35 Woodfin St. Renovation	\$8,250,000		\$825,000	\$804,375	\$783,750	\$763,125	Debt
FY24 Renovation & Repair	\$1,235,625	\$1,235,625					Pay-Go
FY24 County Courthouse Renovation & Repair	\$15,096,571		\$1,509,657	\$1,471,916	\$1,434,174	\$1,396,433	Debt
FY24 200 College St. Renovation	\$2,500,000		\$250,000	\$243,750	\$237,500	\$231,250	Debt
FY25 Renovation & Repair	\$155,420		\$155,420				TBD
FY25 205 College St. Renovation & Repair	\$3,022,036			\$302,204	\$294,649	\$287,093	Debt
FY26 Renovation & Repair	\$1,241,766			\$1,241,766			TBD
FY27 Renovation & Repair	\$1,290,198				\$1,290,198		TBD
FY27 50 Apac Dr. New Facility	\$2,018,973					\$201,897	Debt
FY28 Renovation & Repair	\$140,741					\$140,741	TBD
FY28 49 Mt. Carmel Rd. New Facility	\$14,592,359						Debt
Future Renovation & Repair	\$132,723,482						TBD
Library Facility Assessment Projects							
FY25 Library Renovation & Repair	\$574,211		\$574,211				TBD
FY26 Library Renovation & Repair	\$655,031			\$655,031			TBD
FY27 Library Renovation & Repair	\$827,365				\$827,365		TBD
FY28 Library Renovation & Repair	\$3,309,171						Debt
Future Library Renovation & Repair	\$84,402,260						TBD
Other Projects							
FY24 Countywide Paving (includes Lake Julian Park)	\$3,033,350		\$303,335	\$295,752	\$288,168	\$280,585	Debt
FY24 New Storage Facility - Design	\$4,212,000		\$421,200	\$410,670	\$400,140	\$389,610	Debt
FY25 New Storage Facility - Construction	\$43,290,000			\$4,329,000	\$4,220,775	\$4,112,550	Debt
FY25 West Asheville County Multi-Functional Building	\$49,096,900			\$4,909,690	\$4,786,948	\$4,664,206	Debt

General Fund FY24-FY28 CIP

Department & Project	Full Project Cost
Governing Body	
Future Consideration: I-26 Infrastructure Project - Multimodal Design Elements	\$1,000,000
Health and Human Services	
Future Active Aging Center of Buncombe County	\$10,000,000
Information Technology	
FY25 Public Safety Interoperability Systems Replacement	\$5,000,000
Recreation Services	
FY25 Greenways Master Plan	\$100,000
FY25 Owen Park Pickleball Courts & Basketball	\$152,300
FY26 Buncombe County Sports Park Playground	\$360,000
Sheriff's Office	
FY24 Detention Center Facility Assessment Renovation & Repair	\$1,325,492
FY28 Detention Center Facility Assessment Renovation & Repair	\$3,053,707
Future Detention Center Facility Assessment Renovation & Repair	\$12,163,153
Sustainability	
FY24 Solar on Schools and Public Buildings (Solar Projects Phase 4)	\$4,000,000
FY25 Solar on Schools and Public Buildings (Solar Projects Phase 5)	\$4,000,000
FY26 Solar Installation Placeholder	\$400,000
FY27 Solar Installation Placeholder	\$400,000
FY28 Solar Installation Placeholder	\$400,000
Existing Debt Service	
Existing Debt Service Obligations	
Total	\$533,027,193
Debt Service	
Pay-Go	
TBD	

New Project Costs by Department	
911 Operations	\$17,344,991
Elections	\$1,079,000
Emergency Services	\$117,926,082
General Services	\$371,667,459
Governing Body	\$1,000,000
Health and Human Services	\$10,000,000
Information Technology	\$5,000,000
Recreation Services	\$612,300
Sheriff's Office	\$16,542,352
Sustainability	\$9,200,000
Total	

Note: Debt service projections are based on when projects will likely be at the point of seeking debt financing. Actual figures will not be calculated until the relevant fiscal year. Projections assume debt issuance at a 5% interest rate and a term of 20 years.

FY24	FY25	FY26	FY27	FY28	Pay-Go/Debt
					TBD
					TBD
		\$500,000	\$487,500	\$475,000	Debt
	\$100,000				TBD
		\$152,300			TBD
			\$360,000		TBD
\$1,325,492					Pay-Go
					Debt
					Debt
	\$400,000	\$390,000	\$380,000	\$370,000	Debt
		\$400,000	\$390,000	\$380,000	Debt
		\$400,000			TBD
			\$400,000		TBD
				\$400,000	TBD
\$20,482,477	\$19,697,513	\$18,324,472	\$17,801,372	\$17,116,705	Debt
\$23,043,594	\$25,515,336	\$35,906,408	\$46,143,135	\$42,674,975	
\$20,482,477	\$23,606,705	\$33,457,311	\$45,000,071	\$43,825,371	
\$2,561,117	\$0	\$0	\$0	\$0	
\$0	\$1,908,631	\$2,449,097	\$2,877,563	\$540,741	
			\$1,734,499	\$1,691,137	
	\$1,079,000				
	\$200,000	\$1,075,484	\$11,760,596	\$11,465,781	
\$1,235,625	\$4,038,823	\$14,664,153	\$14,563,667	\$12,467,490	
		\$500,000	\$487,500	\$475,000	
	\$100,000	\$152,300	\$360,000		
\$1,325,492					
	\$400,000	\$1,190,000	\$1,170,000	\$1,150,000	
\$2,561,117	\$5,817,823	\$17,581,937	\$30,076,262	\$27,249,407	

Solid Waste FY24-28 CIP

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Project Name	Category	FY24	FY25	FY26	FY27	FY28	Future FY	Funding Source
Landfill Engineering Cell 7 MSW/C&D Landfill Expansion	Construction	\$2,817,820	\$2,817,357	\$2,817,814	\$2,817,103	\$2,817,194		Debt
FY24 Solid Waste Compost Facility	Planning/Engineering/Design	\$638,362						TBD
FY24 850L John Deere Dozer (Landfill)	Equipment	\$480,000						Pay-Go
FY24 Landfill Incoming Vehicle Scale Replacement	Equipment	\$104,162						Pay-Go
FY25 Transfer Station Expansion	Planning/Engineering/Design		\$300,000					Pay-Go
FY25 Landfill Gas Collection System Expansion/Improvement	Construction		\$1,200,000					TBD
Transfer Truck	Equipment		\$180,000					TBD
New Walking Floor Trailers (2 @ \$100K) - Replacement Process	Equipment		\$200,000		\$200,000	\$200,000		Pay-Go
Landfill Gas to Energy Engine Longblock Rebuild	Equipment		\$120,000	\$116,000	\$112,000	\$108,000	\$104,000	Debt
Tipping Floor Repairs	Equipment			\$125,000				Pay-Go
Outbound Scale Replacement	Equipment			\$104,000				Pay-Go
2020 Mack GR64FR	Equipment			\$180,000				Pay-Go
Paving Overlay	Planning/Engineering/Design					\$250,000		Pay-Go
2021 Freightliner 122SD	Equipment					\$180,000		Pay-Go
Solid Waste Capital Projects TOTAL		\$4,040,344	\$4,817,357	\$3,342,814	\$3,129,103	\$3,555,194	\$104,000	

Appendix A

FY2024 Grant Authorizations

Early Childhood Education & Development Fund

Isaac Coleman Economic Community Investments Grants

Tipping Point Grants

Strategic Partnership Grants

Home and Community Care Block Grants

Community Recreation Grants

Affordable Housing Services Program

Juvenile Crime Prevention Council Funding

Buncombe County Early Childhood Education and Development Fund
FY2024 Grant Recommendations

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Organization Name	Project Name	FY2023 Award	FY2024 Funding Request	FY2024 Proposed Funding
Asheville Jewish Community Center	Building Systems to Sustain Specialized Child, Family, and Educator Support	\$ 21,291	\$ 38,000	\$ 36,100
Asheville-Buncombe Technical Community College	Blazing Trails: Early Childhood Collegiate Support Program	\$ 121,042	\$ 120,042	\$ 120,042
Buncombe County Schools	ECE program Stabilization	\$ 207,061	\$ 261,300	\$ 261,300
Buncombe Partnership for Children	Final year of multi-year grant for Child Care Resources: Professional and Systems Development Project	\$ 153,000	\$ 153,000	\$ 153,000
Buncombe Partnership for Children	Early Childhood Systems Coordination: Addressing Gaps in Equity Education & Children's Mental Health	\$ 56,000	\$ 67,511	\$ 67,511
Buncombe Partnership for Children	Early Childhood Workforce Development Program	\$ 179,483	\$ 194,381	\$ 194,381
Colaborativa La Milpa	Final year of multi-year grant for PODER Emma ECE Collaborative Network	\$ 30,000	\$ 24,000	\$ 24,000
Community Action Opportunities	Boost Buncombe Families Full-Year PreK at the Lonnie D Burton Center	\$ 523,398	\$ 358,832	\$ 358,832
Community Action Opportunities	Boost Buncombe Families Full-Year Toddler Care at the Lonnie D Burton Center		\$ 451,273	\$ 451,273
Community Action Opportunities	Boost Buncombe Children Pre-Kindergarten Project at Johnston Elementary	\$ 143,617	\$ 165,319	\$ 165,319
Eliada Homes, Inc	Eliada Child Development Center Behavioral Needs Support	\$ 82,273	\$ 82,723	\$ 82,723
F I R S T	SUNSHINE Project and Mental Health Supports in ECE Centers	\$ 98,813	\$ 120,712	\$ 120,712
Hominy Baptist Church	Hominy child care new waddler room and playground		\$ 86,000	\$ 81,497
Irene Wortham Center	Early Learning Center Program Enrichment	\$ 129,842	\$ 489,972	\$ 489,972
OnTrack Financial Education & Counseling	SECURE Matched Savings for Childcare Workers and Preschool Families	\$ 39,951	\$ 42,590	\$ 42,590
Read to Succeed	Pre-K All Day! Literacy and Kindergarten-Readiness	\$ 54,331	\$ 66,300	\$ 66,300
Swannanoa Valley Child Care Council	Donald S Collins Early Learning: Maintaining a High Quality Program for All Children	\$ 321,700	\$ 396,245	\$ 376,433
The Christine Avery Learning Center	Facilitating Holistic Education, Facilitating Whole Families – Phase Two (FHE-2)	\$ 275,112	\$ 311,460	\$ 295,887
Verner Center for Early Learning	Early Care and Education Workforce Development Initiative Pilot Project		\$ 350,667	\$ 333,134

Buncombe County Early Childhood Education and Development Fund
FY2024 Grant Recommendations

YWCA of Asheville and Western North Carolina	Early Learning Program (ELP)	\$ 150,000	\$ 110,000	\$ 104,500
YWCA of Asheville and Western North Carolina	Empowerment Childcare (ECC)	\$ 75,000	\$ 75,000	\$ 71,250
Asheville Museum of Science (AMOS)	Little STEM Leaders		\$ 99,380	\$ -
Asheville Waldorf School	Early Childhood Enrollment Modernization		\$ 115,000	\$ -
Asheville Waldorf School	Equitable Kindergarten Access		\$ 95,872	\$ -
Bent Creek Preschool	Bent Creek Preschool	\$ 120,331	\$ 175,000	\$ -
Child Care Center of First Presbyterian	Providing Quality Care and Support for Families of Buncombe County		\$ 370,000	\$ -
Evolve Early Learning	Evolve's Expansion Phase 2: Building Capacity and Partnership for Meaningful Growth	\$ 68,955	\$ 280,000	\$ -
Friends of Mine Preschool	Friends of Mine Tuition Subsidy Project		\$ 5,000	\$ -
Southwestern Child Development	Valley Child Development Center - Workforce and Teen Family Support Expansion	\$ 176,491	\$ 230,370	\$ -
Sprouts Early Learning Academy	Ready,Set,Grow!		\$ 183,340	\$ -
YTL Training Program	YTL Yearning for more Toddler Learning Center		\$ 215,000	\$ -
			Total:	\$ 3,896,756

Organization Name	Project Name	FY2023 Award	FY2024 Funding Request	FY2024 Proposed Funding
Equal Plates Project	Meals for Community: Summer & Monthly Resident Councils		\$ 53,800	\$ 50,000
My Daddy Taught Me That	Level Up Impact with KL Training Solutions		\$ 122,750	\$ 115,000
OpenDoors of Asheville	To & Through College Access and Completion Initiative		\$ 150,000	\$ 100,000
Operation Gateway	Reform Reentry for Racial Equity		\$ 150,000	\$ 128,000
Read to Succeed	Culturally-Responsive Community Literacy Support (CRCLS)	\$ 84,251	\$ 132,620	\$ 107,000
Appalachian Mountain Community Health Centers	Appalachian Mountain Community Health Centers Equitable Health Care Project		\$ 150,000	\$ -
Asheville Creative Arts	Operationalizing Hood Huggers Foundation	\$ 43,454	\$ 150,000	\$ -
Colaborativa La Milpa	PODER Emma and Raices Emma-Erwin	\$ 102,295	\$ 150,000	\$ -
Eagles' Wings Community Development Corporation	Bridging the Racial Wealth Gap-Permanent/Deeply Affordable Home& Business Ownership-Buncombe County		\$ 150,000	\$ -
Institute for Preventive Healthcare and Advocacy	HELP2DAY "Health to Wealth"		\$ 50,000	\$ -
North Carolina Employment Ownership Center	Equitable Opportunities in Buncombe County via Employee Ownership		\$ 110,000	\$ -
Parent Next Door	Oak Hill Circle		\$ 150,000	\$ -
Shiloh Community Association	Creating Equitable & Inclusive Neighborhoods & Educational Opportunities	\$ 150,000	\$ 150,000	\$ -
Sistas Caring 4 Sistas, Inc.	SC4S Community Engagement Mother2Mother/ Father2Father		\$ 150,000	\$ -
The New North Carolina Project Foundation	Be The Change Through Youth Education		\$ 100,000	\$ -
Umoja Health, Wellness, and Justice Collective	Umoja's Hope 4 the Future Summer Program 2023-24		\$ 78,000	\$ -
United Community Development of North Carolina	United Community Development of N.C. An Equity Based Home Health/Safety Repair Program		\$ 60,000	\$ -
YTL Training Program	YTL Summer and Afterschool Programming with Arteria Collective		\$ 150,000	\$ -
YWCA of Asheville and Western North Carolina	Community Advances Leaders (CAL)		\$ 35,000	\$ -

TOTAL \$ 500,000

**Buncombe County Tipping Point Grants
FY2024 Grant Recommendations**

Organization Name	Project Name	FY2023 Award	FY2024 Recommended
Arms Around ASD (Autism Spectrum Disorder)	Summer Camp Clubhouse Program	\$ -	\$ 5,000
Arteria Collective	Southside Community Farm BIPOC Garden Days	\$ -	\$ 5,000
Asheville Buncombe Food Policy Council Fiscal sponsor: Bountiful Cities	Asheville Buncombe Food Policy Council - Outdoor Food Pantry Kits	\$ -	\$ 5,000
BlackMenMondays	Bringing It Together (B.I.T.)	\$ -	\$ 5,000
Blue Ridge Pride Center Inc.	Blue Ridge Pride Business Alliance (BRPBA)	\$ -	\$ 5,000
Botanical Gardens at Asheville	Southern Appalachian Cultural Heritage Gardens Project: Cherokee Special Plants	\$ -	\$ 5,000
Bountiful Cities	Southside United Neighborhood Association	\$ -	\$ 5,000
Hammer and Heart	Tools to Transform	\$ -	\$ 5,000
James Vester Miller Trail Fiscal sponsor: Green Opportunities	James Vester Miller Historic Walking Trail	\$ -	\$ 5,000
LEAF Global Arts	LEAF Global Arts Hands-On Educational Field Trips	\$ -	\$ 5,000
Leicester Library Community Garden Fiscal sponsor: Friends of Leicester	Leicester Library Community Orchard	\$ -	\$ 5,000
Literacy Together	Enrichment for Second Language Learners	\$ -	\$ 5,000
Mountain Child Advocacy Center	Mental Health Resiliency Teen Support Group	\$ -	\$ 5,000
Racial Justice Coalition of Asheville Fiscal sponsor: Eagle Market Streets Dev	Every Black Voice	\$ -	\$ 5,000
River Front Development Group	Reckoning with Black Cultural Heritage	\$ -	\$ 5,000
RiverLink	A Pocket Park for Florida Avenue and Burton St. Community	\$ -	\$ 5,000
Shiloh Community Association	Urban Ecology Program at the Shiloh Community Garden	\$ -	\$ 5,000
Sur Biblioteca Móvil Fiscal sponsor: Colaborativa La Milpa	Sur Biblioteca Móvil	\$ -	\$ 5,000
The Hundred Movement	Enhancing Outreach and Communication at The Hundred Movement	\$ -	\$ 5,000
The Steady Collective	Peer Harm Reduction Engagement Efforts	\$ -	\$ 5,000
Asheville Choral Society	Asheville Choral Society: Music as Community Care	\$ -	\$ -
Babies Need Bottoms	Diaper Rash Cream for Healthy Bottoms	\$ -	\$ -
Bloom Fitness	Blooming Fitness for Adults with Disabilities in Buncombe County	\$ -	\$ -
Coalition of Asheville Neighborhoods	Coalition of Asheville Neighborhoods (CAN)	\$ -	\$ -

**Buncombe County Tipping Point Grants
FY2024 Grant Recommendations**

DTK Fitness	DTK Fitness Active Ambassadors	\$ -	\$ -
Erwin Youth League	Erwin Youth League	\$ -	\$ -
Go Local Asheville	Go Local Asheville/UNCA Partnership	\$ -	\$ -
Hartsake Co.	Black Mountain College Yearbook	\$ -	\$ -
Ice Cream for Veterans	Sweet Connections	\$ -	\$ -
Just Folks Organization of Asheville	Instilling Community Pride Part 2	\$ -	\$ -
Mount Zion Community Development, Inc.	Project NAF CARE (Caring Advocacy Respite & Resources for the Elderly)	\$ -	\$ -
Open Hearts Art Center	Open Hearts Art Center: Providing Exhibition Opportunities for Differently-	\$ -	\$ -
Root Cause Farm	RCF Community Building Workshops	\$ -	\$ -
Sunrise Community for Recovery and Wellness	Rejuvenating Community Wellness	\$ -	\$ -
The Council on Aging of Buncombe County, Inc.	Neighbor to Neighbor Education & Engagement	\$ -	\$ -
YWCA of Asheville and Western North Carolina	Deepening Racial Justice Conversations	\$ -	\$ -

\$ 100,000

**Buncombe County Strategic Partnership Grants
FY2024 Grant Recommendations**

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Organization Name	Project Name	FY2023 Award	FY2024 Funding Request	FY2024 Proposed Funding
Appalachian Sustainable Agriculture Project	Preserving Farmland through Farm to School Connections		\$ 30,000	\$ 24,000
Asheville Buncombe Community Christian Ministry	Educational Support Services for Women Living at Transformation Village		\$ 40,000	\$ 40,000
Asheville Creative Arts - Hood Huggers	Hood Huggers Under Instruction (HHI/UI)		\$ 30,000	\$ 24,000
Babies Need Bottoms	Beyond Diapers - Meeting Babies' Hygiene Needs with Wipes, Rash Cream and Baby Wash		\$ 20,000	\$ 20,000
Black Wall Street AVL	Black Wall Street AVL - Strengthening BIPOC Businesses in WNC	\$ 47,500	\$ 70,000	\$ 70,000
Bountiful Cities	Community Garden Network and Edible Park Support		\$ 20,000	\$ 16,000
Buncombe County Schools Foundation	The Face of Hope	\$ 19,500	\$ 30,000	\$ 24,000
Caring for Children Eckerd Connects	Respite Scholarship Program	\$ 12,500	\$ 25,000	\$ 25,000
Children First/Communities in Schools of Buncombe County	Student Success Support for Buncombe County Children		\$ 75,000	\$ 60,000
Eliada Homes, Inc	Foster Youth Independence Program		\$ 60,000	\$ 48,000
H3 Collective (formerly Under One Sky Village Foundation)	Scholarships and Outcomes Evaluation for One-On-One and Group Programming for Youth in Foster Care		\$ 20,000	\$ 20,000
Haywood Street Congregation	Downtown Welcome Table		\$ 35,000	\$ 35,000
Helpmate, Inc.	Domestic Violence Prevention and Outreach		\$ 74,236	\$ 59,389
Literacy Together	Igniting Superhero Readers		\$ 50,000	\$ 50,000
Mountain Child Advocacy Center	Adult Education for Parenting and Child Abuse Prevention		\$ 60,000	\$ 48,000
OnTrack Financial Education & Counseling	Financial Capabilities Counseling & Education		\$ 20,000	\$ 16,000
Pisgah Legal Services	Justice For All Program		\$ 80,000	\$ 64,000
Pisgah Legal Services	Homelessness Prevention Program		\$ 80,000	\$ 64,000
Read to Succeed	Positive Experiences Around Reading (PEAR)	\$ 35,600	\$ 33,500	\$ 26,800
RiverLink	Clean Water for Buncombe: Stormwater Mitigation in Black Mountain		\$ 11,156	\$ 11,211
W4H Asheville dba Working Wheels	Affordable Vehicle Repairs		\$ 44,600	\$ 44,600

**Buncombe County Strategic Partnership Grants
FY2024 Grant Recommendations**

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YTL Training Program	YTL Summer and Advocacy Support	\$ 50,000	\$125,000	\$ 80,000
YWCA of Asheville and Western North Carolina	MotherLove		\$ 30,000	\$ 30,000
Arteria Collective (formerly AWITS)	Southside Community Farm Free Grocery Program		\$ 33,000	\$ -
Asheville Buncombe Food Policy Council	Food Waste Solutions Summit 2023		\$ 12,300	\$ -
Asheville Creative Arts - Peace Gardens & Market	Peace Gardens & Market (Free CSA & Solar Powered Farm)		\$ 30,000	\$ -
Asheville Creative Arts - Robust Regional Economy	Building a robust regional economy through technical assistance and fiscal sponsorship		\$ 30,000	\$ -
Asheville GreenWorks	Environmental Stewardship for a Climate-Resilient Future		\$ 80,000	\$ -
Asheville Humane Society	Keeping Pets and their People Safe		\$ 20,000	\$ -
Asheville-Buncombe Technical Community College	Transitional Studies English Language Acquisition		\$ 95,000	\$ -
Bent Creek Community Park	Building Community Through Work and Play		\$ 8,500	\$ -
Big Ivy Community Development Club	Restore and Ready for More at the Big Ivy Community Center		\$ 53,150	\$ -
Blue Ridge Pride Center Inc.	WNC Pride Portal	\$ 13,500	\$ 26,500	\$ -
Bounty & Soul	Farmers Alliance: Supporting Farm Viability and Farmland Preservation through Market Opportunities	\$ 35,200	\$ 80,000	\$ -
Carolina Day School	Horizons at CDS Summer 2023 Academic Program Expansion	\$ 13,703	\$ 12,006	\$ -
Carolina Small Business Development Fund	Programa Empresarial Latino as Catalyst for Economic Growth		\$ 35,000	\$ -
Center for Honeybee Research	A Research Facility for Pollinator Sustainability		\$ 20,000	\$ -
Colaborativa La Milpa	CIMA - Consulta Tu Compa	\$ 10,000	\$ 30,000	\$ -
Eleanor Health Foundation	Overdose Prevention Health Communications		\$ 42,000	\$ -
Equal Plates Project	Locally Sourced Meals for New and Expecting Moms + Families		\$ 72,000	\$ -
Folk Heritage Committee	Shindig on the Green FHC (July 1, July 8, July 15, July 22, August 12, August 19, & August 26)		\$ 5,000	\$ -
Go Local Asheville	Go Local Asheville: Building Resources, Community and a Vibrant Economy Throughout Buncombe County.		\$ 20,000	\$ -
Green Built Alliance	Crowdsource Heat Pump Water Heater Coordinator		\$ 68,500	\$ -

**Buncombe County Strategic Partnership Grants
FY2024 Grant Recommendations**

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Hammer and Heart	Urgent Home Repair Project		\$ 40,000	\$ -
Hatch AVL Foundation	Hatch Innovation Hub Partner and Program Expansion		\$ 50,000	\$ -
HELP (Hands Enriching Life Positively)	The Vine Community Garden		\$ 15,240	\$ -
Jackson	Chosen PODS Afterschool & Summer Program		\$ 80,000	\$ -
Jewish Family Services WNC	Mental Health Counseling Services for the Uninsured and Underinsured Under the Age of 59		\$ 20,000	\$ -
Mount Zion Community Development, Inc.	Project NAF HOPE	\$ 32,500	\$ 80,000	\$ -
Mountain BizWorks	Expanding Latino Small Business Success and Opportunity		\$ 55,000	\$ -
My Daddy Taught Me That	BBB(Build Back Better) KL Training Impact Center		\$150,000	\$ -
Organic Growers School	A Pathway to Small Farm Viability		\$ 35,000	\$ -
Our VOICE	Survivors to Thrivers - Counseling for Sexual Violence & Human Trafficking Victims	\$ 20,000	\$ 25,000	\$ -
Partners Unlimited, Inc.	Academic Enhancement Programs		\$ 60,000	\$ -
Providence Center	Freestanding Pharmacy		\$100,000	\$ -
Racial Justice Coalition of Asheville	Government Accountability Project (GAP)		\$ 80,000	\$ -
Resources For Resilience	Reconnect for Resilience with the Family Justice Center	\$ 12,500	\$ 22,060	\$ -
Safe Shelter	Safe Shelter		\$ 80,000	\$ -
SeekHealing	WNC Listening Line		\$ 24,000	\$ -
Shiloh Community Association	Commercial Development Company (CDC) SHILOH LAND DEVELOPMENT		\$ 75,000	\$ -
Soul and Soil Project	Enter the Forest		\$ 30,545	\$ -
The Council on Aging of Buncombe County, Inc.	Well-Being in the Gap		\$ 78,823	\$ -
The Hundred Movement	Enhancing Well-being of Sex Trafficking Survivors		\$ 30,000	\$ -
The Mediation Center	Expanding the Capacity of Community Mediation		\$ 35,000	\$ -
The Steady Collective	Safe Syringe Collection Program		\$ 32,500	\$ -
Umoja Health, Wellness, and Justice Collective	Umoja's Hope 4 the Future After-School and School-Based Program 2023		\$ 50,816	\$ -
UNETE	UNETE's Community Health Workers Front Line Responders Program		\$ 46,080	\$ -

**Buncombe County Strategic Partnership Grants
FY2024 Grant Recommendations**

University of North Carolina at Asheville Foundation, Inc	UNC Asheville Pre-College Programs	\$ 9,200	\$ 18,400	\$ -
Venture Asheville (through the Asheville Chamber of Commerce)	High Growth Hospitality Entrepreneur Support Program		\$ 35,000	\$ -
Western Carolina Medical Society Foundation	Project Access Care Management Initiative		\$ 40,000	\$ -
YWCA of Asheville and Western North Carolina	Light A Path (LAP)		\$ 30,000	\$ -

Total: \$ 900,000

Home and Community Care Block Grant Funding/Buncombe County Supplemental Aging Funds
FY2024 Final Authorizations

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Organization Name	Programs	HCCBG or BCSAF	FY2024 Funding Request	FY2024 Recommended Funding
Mountain Mobility	Transportation	HCCBG	\$ 500,000	\$ 500,000
BC Health and Human Services	In Home Aide	HCCBG	\$ 500,000	\$ 244,364
Council on Aging of Buncombe County, Inc.	Congregate Dining	HCCBG	\$ 292,140	\$ 194,691
Mountain Housing Opportunities, Inc.	Home Repair	HCCBG	\$ 100,000	\$ 75,448
Meal on Wheels of Asheville & Buncombe County, Inc.	Home Delivered Meals	HCCBG	\$ 201,145	\$ 180,554
Pisgah Legal Services	Legal Services	HCCBG	\$ 70,000	\$ 63,326
Land of Sky Regional Council, Area Agency on Aging	Community Health Workers	HCCBG	\$ 64,160	\$ 48,235
Jewish Family Services of WNC	Respite	HCCBG	\$ 15,000	\$ 13,999
Jewish Family Services of WNC - Healing Solutions Counseling	Counseling	HCCBG	\$ 20,000	\$ 16,165
The Council on Aging of Buncombe County, Inc.	I & O	HCCBG	\$ 168,200	\$ 135,375
MountainCare (Day Care)	Day Care	HCCBG	\$ 103,209	\$ 77,090
MountainCare (Day Health)	Day Health	HCCBG	\$ 186,060	\$ 119,236
MountainCare (Transportation)	Transportation	HCCBG	\$ 57,267	\$ 31,517
BC Health and Human Services	In Home Aide	BCSAF		\$ 228,426
Blue Ridge Pride	Program Support	BCSAF	\$ 40,000	\$ 26,875
MemoryCare	Caregiver Support	BCSAF	\$ 75,000	\$ 70,250
DayStay	Respite	BCSAF	\$ 48,000	\$ 39,500
Mountain Area Health Education Center, Inc.	Home Based Primary Care	BCSAF	\$ 73,049	\$ 57,512
CCCS of WNC, Inc. DBA OnTrack Financial Education & Counseling	Financial Counseling	BCSAF	\$ 23,000	\$ 21,125
Working Wheels	Car Repair	BCSAF	\$ 27,000	\$ 23,125
MountainCare (Transportation - BCSAF)	Transportation BCSAF	BCSAF	\$ 61,000	\$ 33,188
NOT RECOMMENDED FOR FUNDING				
Success Council on Aging of Buncombe County, Inc.	Success	N/A	\$ 6,000	\$ -
Council on Aging of Buncombe County, Inc.	Volunteer Dev.	N/A	\$ 25,000	\$ -
YMCA of Western North Carolina	Program Support	N/A	\$ 85,642	\$ -

HCCBG Allocation \$ 1,700,000

BCSAF Allocation \$ 500,000

Total Allocation \$ 2,200,000

**Buncombe County Recreation Services Grants
FY2024 Grant Recommendations**

Organization Name	Project Name	FY2023 Funding	FY2024 Funding Request	FY2024 Proposed Funding
All Together Art	Veterans Clay Project	-	\$4,300	-
Asheville Buncombe Youth Soccer Association	Asheville Buncombe Youth Soccer Community Goals Project	\$6,000	\$6,000	\$6,000
Asheville City Schools Foundation	In Real Life After-School: Encouraging Students to Learn, Grow, and Live a Curious Life	\$5,992	\$6,000	\$6,000
Asheville GreenWorks	Hominy Creek Greenway Natural Trail Restoration/Sand Hill Phase	-	\$6,000	\$6,000
Asheville Tennis Association	Aston Park Tennis Center Improvements	\$5,538	\$5,819	-
Aurora Studio & Gallery	Aurora Studio - for ongoing workshops	-	\$6,000	-
Bent Creek Community Park	FY2024 Playground Improvements - Monkey Bars and Park Bench	\$6,000	\$5,900	-
Big Ivy Community Development Club	Fun for Big Ivy's Littles	\$4,175	\$5,974	\$5,974
Black Mountain Montessori	Sunshade for the Forest Playground	\$6,000	\$6,000	-
Black Mountain Parks and Greenways Foundation	Veterans Park Playground Shade Structure	-	\$6,000	\$6,000
Bloom Fitness	Health and Wellness for Buncombe County's Adults with Intellectual and Developmental Disabilities	-	\$5,960	\$5,960
Bounty & Soul	Creating Farm-Based Service-Learning Opportunities Through a Hand-Tool Library Model	-	\$6,000	\$6,000
Colaborativa La Milpa	James Vester Miller Park (Los Arroyos Phase IV)	\$6,000	\$6,000	\$6,000
Eagle Market Streets Development Corporation, CDC	Eagle Market Streets Development Corporation—Community Youth Football & Basketball Team Support	-	\$6,000	-
Eliada Homes, Inc	Eliada Home's Child Development Playground Restoration	-	\$5,700	-
Hominy Valley Recreation Park	Pitcher's Mound	-	\$3,500	-
LEAF Global Arts	LEAF Global Arts ONEMic projects and LSS supply needs	\$6,000	\$5,977	\$5,977
Leicester Community Center	LCC Playground Equipment Upgrade	-	\$6,000	\$6,000
OpenDoors of Asheville	Summer Enrichment Camps, 2023	\$6,000	\$6,000	\$6,000
Reems Creek-Beech Presbyterian Church	Beech Community Picnic Area and Basketball Goal	-	\$6,000	\$6,000
Sandy Mush Community Center	Expand Community Engagement Via Indoor and Outdoor Activities	\$3,420	\$3,745	\$3,745
Shiloh Community Association	Drainage of Shiloh Garden's Big & Little Shed.	\$6,000	\$6,000	\$6,000
South French Broad Neighborhood	Aston Park Toddler-Appropriate Playground Equipment	-	\$6,000	\$6,000
Swannanoa Community Council	Outdoor Wellness System (Phase 1)	\$6,000	\$6,000	\$6,000
University of North Carolina at Asheville Foundation, Inc	UNC Asheville Bulldog Buddies	\$6,000	\$6,000	-
Warren Wilson College - Athletics	Warren Wilson Athletics Community Athletic/Recreational equipment	-	\$2,632	-
Western NC Disc Golf Association	Buncombe County Disc Golf Course Improvements	-	\$6,000	-
Woodland Hills Lakeside Prop inc	Woodland Hills Lake Sinkhole Project	-	\$6,000	-
YTL Training Program	Afterschool programming, and In School Boy and Girl Groups	-	\$6,000	\$6,000
YWCA of Asheville and Western North Carolina	Community Dinners	\$6,000	\$6,000	-
	TOTAL:	\$79,125	\$169,506	\$99,655

**Buncombe County Affordable Housing Services Program
FY2024 Loan and Grant Recommendations***

Organization Name	Project Name	FY2023 Funding	FY2024 Funding Request	FY2024 Proposed Funding	Units
Asheville Area Habitat for Humanity	Emergency Repair Grant (36 Units)	\$275,000	\$539,000	\$250,000	36
Colaborativa La Milpa	Emergency Repair Grant (7 Units)	-	\$182,700	\$100,000	7
Community Development Corporation of America	Construction Loan - Fairhaven Summit (77 Units)	\$1,000,000	\$1,545,000	\$1,235,000	77
Eblen Charities	Tenant Based Rental Assistance (103 Households)	-	\$200,000	\$110,000	103
Eliada Homes	Tenant Based Rental Assistance (15 Households)	-	\$15,000	\$15,000	15
Housing Authority of the City of Asheville	Construction Loan - Deaverview Redevelopment Phase I (82 Units)	-	\$1,564,714	\$1,564,714	82
Mountain Housing Opportunities, Inc.	Emergency Repair Grant (23 Units)	\$225,000	\$400,000	\$225,000	23
Mountain Housing Opportunities, Inc.	Construction Loan - Star Point (60 Units)	-	\$850,000	\$500,000	60
On Track Financial Education & Counseling	New Start Grant (96 Households)	-	\$50,000	\$40,000	96
The Arc of Buncombe County	Tenant Based Rental Assistance (15 Households)	-	\$25,000	\$25,000	15
	TOTAL:	\$1,500,000	\$5,371,414	\$4,064,714	514

The following applicants did not receive recommendation for funding for FY24

Colaborativa La Milpa	Administrative Program Support	-	\$41,885	-	-
Council on Aging of Buncombe County, Inc.	Administrative Program Support	-	\$23,946	-	-
Homeward Bound	Administrative Program Support	-	\$80,000	-	-
Mountain Housing Opportunities, Inc.	Downpayment Assistance Loan (25 Units)	-	\$315,000	-	-
Asheville-Buncombe Community Land Trust	New Start Grant (1 Unit)	-	\$50,000	-	-
Mountain Housing Opportunities	New Start Grant (50 Households)	-	\$50,000	-	-
Swannanoa Christian Valley Ministries	Construction Loan - Nursing Home Rehabilitation (16 Units)	-	\$400,000	-	-
Helpmate	Construction Grant - Emergency Shelter (27 Beds)	-	\$675,000	-	-
	TOTAL:	-	\$1,635,831	-	-

Sources of Funds	Amount
General Fund	\$2,311,845
FY 22 AHSP Unallocated Moved to FY 24 AHSP	\$4,367
FY 23 AHSP Unallocated Moved to FY 24 AHSP	\$1,748,502
TOTAL	\$4,064,714

*Note: Specific award terms, including loan terms and funding requirements, will be recommended by the Affordable Housing Committee and Buncombe County Community Development Division staff.

Buncombe County Juvenile Crime Prevention Council
FY2024 JCPC Funding Authorizations

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Organization Name	Project Name	FY2024 Funding Request	FY2024 Proposed Funding
Buncombe County Justice Services	JCPC Administrative Funds	\$15,500	\$10,000
Buncombe Alternatives	Teen Court	\$96,799	\$96,799
Buncombe Alternatives	Earn and Learn	\$207,021	\$207,021
Aspire - Buncombe	Kids at Work! & The Connection	\$108,049	\$105,549
PIVOTPoint WNC	PIVOTPoint WNC	\$84,858	\$84,858
Partners Unlimited, Inc.	Buncombe Structured Day	\$89,207	\$66,893
Buncombe County Justice Services	Buncombe County Youth Justice Clinical Program	\$78,357	\$73,357
		TOTAL:	\$ 644,477

Appendix B

FY2024 Special District Tax Rates



District	FY2023 Tax Rate	FY2024 Request	FY2024 Recommended
Asheville Special	8.36	8.36	8.36
Asheville Suburban	8.97	8.97	8.97
Barnardsville	22.00	22.00	22.00
Broad River	16.00	16.00	16.00
East Buncombe	10.69	10.69	10.69
Enka-Candler	10.50	12.00	12.00
Fairview	14.50	14.50	14.50
French Broad	17.20	22.20	22.20
Garren Creek	13.84	13.84	13.84
Jupiter	10.75	12.75	12.75
Leicester	14.03	14.03	14.03
North Buncombe	10.77	10.77	10.77
Reems Creek	15.07	15.07	15.07
Reynolds	11.24	11.24	11.24
Riceville	14.60	16.60	16.60
Skyland	9.80	9.80	9.80
Swannanoa	14.00	14.00	14.00
Upper Hominy	16.56	19.00	19.00
West Buncombe	13.50	13.50	13.50
Woodfin	10.59	10.59	10.59
Asheville City Schools	10.62	12.00	10.62

Appendix C

Glossary & Acronyms



Glossary

ACCOUNTABILITY

The state of being obliged to explain one's actions, to justify what one does. Accountability requires governments to answer to the citizenry; to justify the raising of public resources and the purposes for which they are used.

ACCRUAL

An expense that is recorded at the time it occurs or revenue recorded when earned.

ACCRUAL BASIS OF ACCOUNTING

A method of accounting that recognizes the financial effect of transactions, events, and interfund activities when they occur, regardless of the timing of related cash flows.

ADOPTED BUDGET

The budget approved by the County Commissioners and enacted via a budget appropriation ordinance, on or before June 30 of each year.

AD VALOREM TAXES

Commonly referred to as property taxes, ad valorem taxes are levied on the value of real, certain personal, and public utility property according to the property's valuation and tax rate.

AGENCY FUNDS

One type of fiduciary (trustee) fund. Agency funds are used to report resources held by the reporting government in a purely custodial capacity. Agency funds typically involve only receipt, temporary investment, and remittance of financial resources to individuals, private organizations or other governments.

ALLOCATE

Set apart portions of budgeted expenditures that are specifically designated to organizations for special activities or purposes.

AMORTIZATION SCHEDULE

A schedule of debt-service payments separating the portions of payments attributable to principal and interest.

ANNUAL BUDGET

A budget covering a single fiscal year.

APPROPRIATED FUND BALANCE

The unspent amount (fund balance) appropriated as a revenue for a given fiscal year to offset operating expenses that exceed current revenue.

APPROPRIATION

An authorization granted by the Board of Commissioners to make budgeted expenditures and to incur obligations for purposes specified in the budget.

ASSETS

Property owned by the County that has monetary value.

ASSESSED VALUE

The value of real estate or personal property as determined by tax assessors and used as a basis for levying taxes.

ASSESSMENT

The process for determining values of real estate and personal property for taxation purposes.

BALANCED BUDGET

A budget in which the sum of estimated net revenues and appropriated fund balance is equal to appropriations.

BASIS OF ACCOUNTING

A term used referring to when revenues, expenditures, expenses, transfers, and the related assets and liabilities are recognized in the accounts and reported in the financial statements. Specifically, it relates to the timing of the measurement, on either the cash or the accrual method.

BENCHMARKING

The process of measuring an organization's performance and processes against the best-in-class private and public organizations.

BIENNIAL BUDGET

A budget applicable to a two-year budget.

BOND

A written promise to pay a specified sum of money (principal or face value) at a specified future date (the maturity date) along with periodic interest paid at a specified percentage of the principal (interest rate).

BONDED DEBT

The portion of indebtedness represented by outstanding bonds.

BUDGET

An annual financial plan that identifies revenues, specifies the type and level of services to be provided and establishes the amount of money which may be spent within a certain time period.

BUDGET DOCUMENT

A formal document presented to the Board of Commissioners containing the county's financial plan for a fiscal year.

BUDGET MESSAGE

A written overview of the proposed budget from the county manager to the Board of Commissioners which discusses the major budget items and the county's present and future financial condition.

BUDGET ORDINANCE

The ordinance that levies taxes and appropriates revenues for specified purposes, functions, activities, or objectives during a fiscal year.

BUDGET YEAR

The fiscal year for which a budget is proposed or a budget ordinance is adopted.

BUDGETARY CONTROL

The control or management of a government or enterprise in accordance with an approved budget to keep expenditures within the limitations of available appropriations and available revenues.

BUNCOMBE COUNTY ANTI-CRIME TASK FORCE (BCAT)

A drug suppression and investigative unit.

CAPITAL IMPROVEMENT PROGRAM

A plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs arising from a long-term work program. It sets forth each project and specifies the resources needed to finance the projected expenditures.

CAPITAL PROJECT

A capital project is defined as construction, renovation or demolition project, or acquisition of land or other assets, valued in excess of \$25,000, and with a useful life of at least five years. This includes significant capital maintenance projects and information technology projects. Improvements to or expansions of existing assets must increase appraised value or add to life expectancy to qualify as a capital project.

CAPITAL PROJECTS FUND

A fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities.

CAPITAL RESERVE FUND

A fund used to segregate a portion of the government's resources to be used for future capital program expenditures.

CCBI

City-County Bureau of Identification. This department maintains criminal and other identity records for local law enforcement agencies.

CDE

Central Data Entry. This division maintains a centralized database of criminal history information on all persons arrested or cited in the County.

CERTIFICATES OF PARTICIPATION (COPs)

A financing mechanism in which certificates, or securities, are sold to investors who underwrite a project. The issuance of COPs is secured by lease-purchase agreements to which the County is a party.

CONTINGENCY ACCOUNT

An appropriation of funds to cover unanticipated events that may occur during the fiscal year. Transfers from this account must be approved by the Board of Commissioners.

CURRENT PERIOD

Defines the near-term time frame, month or year, in which expenditures are made and revenue received.

DEBT SERVICE

Payment of interest and principal on an obligation resulting from the issuance of bonds.

DEBT SERVICE REQUIREMENTS

The amount of money required to pay interest on outstanding debt and required contributions to accumulate monies for future retirement of term bonds.

DEFICIT

Expenditures exceed revenues.

DEPRECIATION

An accounting charge associated with expiration in the service life of fixed assets. Depreciation is not recorded as an expense for budget purposes.

DESIGNATED FUND BALANCE

The amount of fund balance that is unavailable for future appropriations.

DISCRETIONARY EXPENDITURES

These are expenditures that the County can use or regulated by its own discretion or judgment.

EMS

Emergency Medical Services.

ENCUMBRANCE

Commitments of appropriated funds related to unperformed contracts for goods or services.

ENTERPRISE FUND

Account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

EXPENDITURES

The measurement focus of governmental fund accounting. Financial resources expended during a period for operations, capital outlay, and long-term principal retirement and interest on debt. Expenditures reflect the cost incurred to acquire goods or services.

FISCAL YEAR (FY)

The annual period for the compilation of fiscal operations. The time period beginning July 1 of a calendar year and ending on June 30 of the following calendar year.

FUNCTIONAL LEVEL

The level where a group of related activities aimed at accomplishing a major service or regulatory program for which the government is responsible are reported together (e.g. public safety).

FUND

An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

FUND BALANCE

Amounts which remain unspent after all budgeted expenditures have been made.

GASB

Governmental Accounting Standards Board

GASB STATEMENT 54

This GASB Statement (Fund Balance Reporting and Governmental Fund Type Definitions) redefines fund balance classifications and clarifies government fund type definitions.

GENERAL FUND

The general operating fund of the county used to account for all financial resources except those required to be accounted for in another fund.

GENERAL OBLIGATION (GO) BONDS

A bond backed by the strongest form of security that a county can pledge for debt, its full faith and credit. A full faith and credit pledge is a promise to levy whatever amount of property tax is necessary to repay the debt.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

A computer-based technology that captures, stores, analyzes and displays information about places on the earth's surface: what's on it; what's under it; what the land is worth; where the natural resources, people and utilities are located.

GOALS

Realistic expression of specific things to achieve that relate directly to the mission; clear, measurable, attainable and in most cases, exceedable. They outline specific steps taken to accomplish the mission.

GOVERNMENTAL FUNDS

Funds generally used to account for tax-supported activities.

GROSS DEBT

Total debt plus authorized but not issued bonds plus installment purchase agreements.

HHW

Household Hazardous Waste

INFRASTRUCTURE

Facilities on which the continuance and growth of a community depend, such as roads, waterlines, etc.

INSTALLMENT FINANCING

A loan transaction in which a local government borrows money to finance or refinance the purchase of a capital asset or the construction or repair of fixtures or improvements on real property. Instead of taxing power (GO Bonds), the unit grants a security interest in the asset to the lender.

INTERGOVERNMENTAL REVENUES

Revenues (grants, shared revenues, etc.) received from another government (state, local, federal) for a specified purpose.

INTERNAL SERVICE FUND

A fund used to account for the financing of services provided by one department to other departments on a cost-reimbursement basis.

LINE ITEM

The detailed categories of expenditures for goods and services that the County purchases throughout the year.

LIMITED OBLIGATION BONDS (LOBS)

A type of installment financing similar to Certificates of Participation (COPS). Certificates, or securities, are sold to individual investors.

LONG TERM DEBT

Debt with a maturity of more than one year after the date of issuance.

MAT

Medication-Assisted Treatment

MEASUREMENT FOCUS

The accounting convention which determines (1) which assets and which liabilities are included on an entity's balance sheet and (2) whether its operating statement presents "financial flow" information (revenues and expenditures) or "capital maintenance" information (revenues and expenses).

MISSION STATEMENT

Fundamental purpose; a statement of what a department really wants to accomplish. The statement should refer to the impact on the County and its people.

MODIFIED ACCRUAL BASIS OF ACCOUNTING

A method for recording receipts and expenditures in which expenditures are recognized when the goods or services are received, and the revenues are recognized when measurable and available to pay expenditures in the accounting period.

MOUD

Medications for Opioid Use Disorder - An approach to opioid use treatment that involves a combination of medications that target the brain, and psychosocial interventions (e.g. counseling, skills development) aimed at improving treatment outcomes.

NET DEBT

The difference between total gross debt less authorized but not issued bonds. It is the amount of debt that is applicable to the calculation of the County's debt limit.

OBJECT LEVEL

An expenditure classification, referring to the lowest and most detailed level of classification, such as utilities, office supplies, or contracted services.

OPERATING BUDGET

The County's financial plan which outlines proposed expenditures for the fiscal year and estimates the revenues which will be used to finance them.

OPERATING EXPENDITURES

The cost for personnel, materials and equipment required for a department to function.

OPERATING FUND

This is a fund that is adopted for the current fiscal year only.

OPERATING TRANSFERS

Legally authorized transfers from a fund receiving revenue to the fund through which the resources are to be expended.

OUTCOME

The results specified in organizational goals or the positive effects or results an organization has on the community it serves.

OUTPUT

What an organization produces as it attempts to provide public services. (Ex: The number of patrol cars a police department purchases.)

PAY-AS-YOU-GO

The practice of financing expenditures with funds that are currently available rather than borrowed.

PROJECT FUND

This is a fund that includes on-going revenues and expenditures that "roll" from one year to the next. These funds do not require annual adoption by the Commissioners.

PROPRIETARY FUND

A type of fund that accounts for governmental operations that are financed and operated in a manner similar to a private business enterprise. It is financed primarily from charges to users for services provided. There are two types of proprietary funds: enterprise funds and internal service funds.

PRIOR PERIOD ADJUSTMENT

Prior period adjustments are the net effect of changes resulting from the correction of an error in the previous fiscal year.

RECOMMENDED BUDGET

The budget presented to the County Commissioners with the endorsement of the County Budget Officer/County Manager.

REQUIRED EXPENDITURES

These are expenditures that the County must spend according to a law or ruling from a State or Federal agencies. These include Medicaid expenditures and School Capital and Operating funds.

RESERVED FUND BALANCE

The portion of a governmental fund's net assets that is not available to budget to spend.

REVENUE

Income (excluding transfers and proceeds from the sale of bonds or notes) for the fiscal year. The major categories of revenue include local taxes, state shared revenues, fees and charges, interest on investments, federal revenue sharing, and fines and forfeitures.

SERVICE DISTRICTS

A unit of local government that is created for the operation of a particular public service enterprise. These include fire and rescue.

SPECIAL ASSESSMENTS

A compulsory levy made against certain properties to defray all or part of the cost of a specific capital improvement or service deemed to benefit primarily those properties.

SPECIAL OBLIGATION BONDS

A type of borrowing secured by a pledge of any revenue source or asset available to the borrowing government, except for the unit's taxing power.

SPECIAL REVENUE FUND

A governmental accounting fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

STRATEGIC PLAN

This is a long-range plan that guides the direction of the County departments in how to conduct day-to-day business in order to reach longer term goals.

SURPLUS

Revenues exceeded expenditures.

TAX LEVY

The total amount to be raised by general property taxes for purposes specified in the Budget Ordinance.

TAX RATE

The amount of tax levied for each \$100 of assessed valuations.

TRANSFERS (IN/OUT)

Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

UNDESIGNATED FUND BALANCE

The amount of fund balance that is available for future appropriations.

UNRESTRICTED FUND BALANCE

The sum of committed, assigned, and unassigned fund balance as defined in GASB Statement 54.

Acronyms

AB – Asheville-Buncombe

ABTCC – Asheville-Buncombe Technical Community College

ACFR – Annual Comprehensive Financial Report

ACS – Asheville City Schools

ADA – Americans with Disabilities Act

ADM – Average Daily Membership

AFV – Alternate Fuel Vehicles

AHS – Asheville High School

ARRA – American Recovery and Reinvestment Act

ART – Asheville Rides Transit

AVL – Asheville

BAB – Build America Bonds

BAS – Building Automation System

BC – Buncombe County

BCAT – Buncombe County Anti-Crime Taskforce

BCHHS – Buncombe County Health and Human Services

BCS – Buncombe County Schools

BI – Business Intelligence

BIPOC – Black, Indigenous, and People of Color

BOC – Board of Commissioners

BOCC – Board of County Commissioners

CAPE – Community and Public Engagement Department

C&D – Construction and Demolition

CDE – Centralized Data Entry

CIP – Capital Improvement Plan

COLA – Cost of Living Adjustment

COOP – Continuity of Operations Programs

COPs – Certificates of Participation

CPA – Certified Public Accountant

CPI-W – Consumer Price Index for Urban Wage Earners and Clerical Workers

CTE – Career Technical Education

DSS – Department of Social Services

DVP – Delivery vs. Payment

ECA – Enhanced Curricular Activities

EDC – Economic Development Coalition

EMS – Emergency Medical Services

EMT – Emergency Medical Technician

EOC – Emergency Operations Center or End of Connection

EPA – Environmental Protection Agency

ERP – Enterprise Resource Planning

EV – Electric Vehicle

EVB – Electric Vehicle Battery

FINRA – Financial Industry Regulatory Authority

FTE – Full-Time Employee

FLSA – Fair Labor Standards Act

FY – Fiscal Year

GASB – Governmental Accounting Standards Board

GE – General Electric

GF – General Fund

GFOA – Government Finance Officers Association

GHG – Greenhouse Gas

GIS – Geographic Information Systems

GO – General Obligation

GS – General Statute

GSE – Government-Sponsored Entity

HHS – Health and Human Services

HR – Human Resources

HRIS – Human Resource Information System

HS – Human Services

HVAC – Heating, Ventilation, and Air Conditioning

ICMA-CM – International City/County Management Association – Credentialed Manager

IT – Information Technology

ITGC – Information Technology Governance Committee

JCPC – Juvenile Crime Prevention Council

LGC – Local Government Commission

LGERS – Local Governmental Employees’ Retirement System

LLC – Limited Liability Company

LOBs – Limited Obligation Bonds

MOU – Memorandum of Understanding

MSA – Metropolitan Statistical Area

MSRB – Municipal Securities Rulemaking Board

MSW – Municipal Solid Waste

NC – North Carolina

NCDOT – North Carolina Department of Transportation

NCGS – North Carolina General Statutes

NCLGC – North Carolina Local Government Commission

NRSRO – Nationally Recognized Statistical Rating Organization

OFS – Other Financing Sources

OMB – Office of Management and Budget

OPEB – Other Post-Employment Benefits

PC – Personal Computer

PDF – Project Development Financing

PGR – Parks, Greenways, and Recreation

POP – Preschool Outreach Program

PR – Public Relations

PSAP – Public Safety Answering Point

PSIP – Public Safety Interoperability Partnership

PSTC – Public Safety Training Center

QA – Quality Assurance

QBS – Qualifications-Based Selection

RFP – Request for Proposals

RFQ – Request for Qualifications

RNTR – Revenue-Neutral Tax Rate

ROD – Register of Deeds

SB – Senate Bill

SEC – Securities and Exchange Commission

SIFMA – Securities Industry and Financial Markets Association

SL – Session Law

SUV – Sport Utility Vehicle

SWCD – Soil and Water Conservation District

TBD – To Be Determined

TDA – Tourism Development Authority

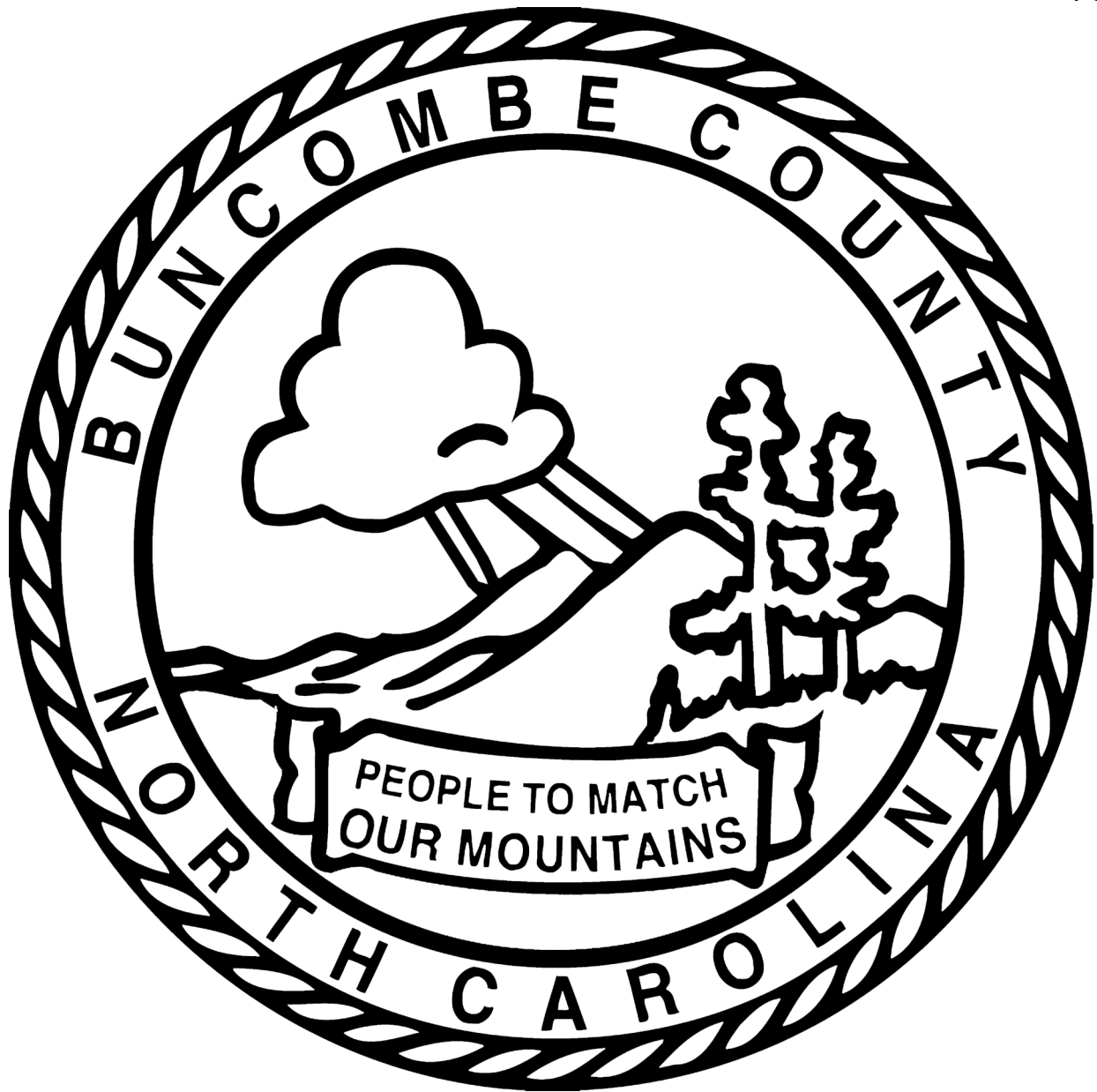
TIF – Tax Increment Financing

US – United States

VHF – Very High Frequency

VRD – Variable Rate Debt

WIC – Women, Infants, and Children



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Buncombe County Fee Schedule

Fiscal Year 2024

July 1, 2023 – June 30, 2024



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Introduction

This fee schedule includes Buncombe County fees for the 2024 Fiscal Year - July 1, 2023 through June 30, 2024.

North Carolina General Statutes

Fees established by North Carolina General Statutes may be included.

WNC Regional Air Quality Agency Fees

Air quality fees are determined by the WNC Regional Air Quality Agency (WNCRAQA) Board per the Interlocal Agreement between Buncombe County and the City of Asheville and may change from year to year. These fees, including definitions and additional details, are included in Chapter 17.0203 of the Agency's regulations, which can be found under *Regulations & Forms* on the website at www.wncairquality.org.

With the exception of the annual Title V tonnage fee, which is determined each year by the Board as part of the budget process, all other fees are adopted into the WNCRAQA Code through the Agency's rule making process, which includes public notice and comment procedures. Chapter 1 of the WNCRAQA Code includes the Interlocal Agreement, the authority under which the program is administered.

Health and Human Services Fees (Clinical Services, Division of Social Services, and Environmental Health Fees)

Per North Carolina General Statute 153A-77(d)(1) the Consolidated Human Services Board has the authority to set fees for departmental services based upon recommendations of the Human Services Director.

Fee Schedule Changes for FY2024

The following departments are amending fees for FY2024.

Clinical Services Buncombe County Public Health monitors price fluctuations and insurance reimbursement rates throughout the year. The clinic has a mechanism in place that allows the Buncombe County Health Director to make mid-year adjustments. These adjustments occur quarterly and are subject to the Consolidated Human Services Board's approval.

Emergency Services is implementing new inspection fees for its Fire Marshal program:

- Re-Inspection-New Construction - \$100

The **Library** is implementing replacement fees for the following items:

- Head Wand - \$60
- Large Mouse - \$50
- Large Print Keyboard - \$10
- Wireless Mouse - \$10
- Wheelchair Bag - \$25
- Wheelchair Tray - \$25

Permits and Inspections is updating various fee descriptions for clarification purposes, consolidating fees, as well as amending the following fees:

- Plan and Application Amendment Fees decreasing from \$80 Administrative Fee to \$40 Administrative Fee
- Residential Unheated Garage Attached/Detached decreasing from \$240 to \$100
- Residential Structural Repair decreasing from \$160 to \$150
- Swimming Pools increasing to include \$80 additional fee per trade

Planning and Development is updating various fees including removing:

- Wireless Communication Facility Annual Renewal Fee of \$250

Increasing various fees based on market adjustments including:

- Zoning Text Amendment increasing from \$500 to \$750
- Zoning Map Amendment increasing from \$350 to \$500
- Residential Special Use Permit increasing from \$250 to \$400
- Commercial/Office/Industrial Development Special Use Permits:
 - Less than 10,000 sq ft increasing from \$250 to \$500
 - 10,000 to 50,000 sq ft increasing from \$500 to \$1,000
 - 50,000 to 100,000 sq ft increasing from \$750 to \$1,500
 - Over 100,000 sq ft increasing from \$1,000 to \$2,000
- Variances on cases that require a public hearing increasing from \$250 to \$350
- New Junkyard Permit increasing from \$200 to \$1,000
- Street Address Determination Letter increasing from \$25 to \$35
- Subdivision Application Review Fees:
 - Minor (4-10 lots) increasing from \$75 to \$100
 - Minor (4-10 lots) with hillside development increasing from \$50 to \$100
 - Major (11 or more lots) increasing from \$175 to \$200
 - Closeout/As-Built Drawing Review increasing from \$25 to \$100
- Zoning Determination Letter increasing from \$25 to \$35

Implementing the following fees:

- Site Plan Review Residential Resubmittal of \$50
- Stormwater Management Stream Buffer Determination – Site Visit of \$100

Recreation Services is updating various fee descriptions for clarification purposes, consolidating fees, as well as implementing the following fees:

- Lake Julian Boat Launch with Trailer - \$12 per day
- Non-Profit Pontoon Boat Rental - \$30 per hour
- Private Pontoon Boat Rental - \$50 per hour
- Disc Golf Course Rental - \$600 per day or \$120 per hour

- Vendor Fees per Space - \$25 per day
- Cleaning Deposit for shelters - \$50

And increasing the following fees:

- Jon Boat for 4 hours is increasing from \$15 to \$16
- Jon Boat for the day is increasing from \$25 to \$30

Register of Deeds is amending the following fees per the State:

- Birth Certificate Amendment fee is increasing from \$35 to \$39
- Legitimation fee is increasing from \$35 to \$39
- Delayed Birth Certificate fee is decreasing from \$35 to No Charge

Solid Waste is amending the following fees based on a tipping fee evaluation:

Landfill

- Pick-up trucks, vans, and small trailers tipping fee is increasing from \$43.75 to \$45 per ton.
- Trucks, roll-offs, and flat beds tipping fee is increasing from \$43.75 to \$45 per ton.
- Violations:
Pick-up trucks, vans, small trailers, trucks, roll-offs, or flat bed (compacted or otherwise) of solid wastes which contain less than 5% by weight or volume of any of the following wastes will pay \$52/Ton at the Landfill:
corrugated cardboard, untreated wood products suitable for mulching, concrete, cinder blocks, brick, concrete with steel or any type metals.

First violation above the 5% limit: \$86/ton

Second violation or any subsequent violation occurring within 6 months of the first violation: \$129/ton

Transfer Station

- Pick-up trucks, vans, and small trailers tipping fee is increasing from \$47.75 to \$52 per ton.
- Trucks, roll-offs, and flat beds tipping fee is increasing from \$47.75 to \$52 per ton.
- Violations:

Pick-up trucks, vans, small trailers, trucks, roll-offs, or flat bed (compacted or otherwise) of solid wastes which contain less than 5% by weight or volume of any of the following wastes will pay \$52/Ton at the Transfer Station: corrugated cardboard, untreated wood products suitable for mulching, concrete, cinder blocks, brick, concrete with steel or any type metals.

First violation above the 5% limit: \$94/ton

Second violation or any subsequent violation occurring within 6 months of the first violation: \$141/ton

Solid Waste is also implementing the following fees:

- Uncovered/Unsecured Load – cars, pick-ups, or trailers - \$10 per load
- Uncovered/Unsecured Load – commercial and all other vehicles - \$25 per load

Tax Collections is including a Returned Payment Fee of \$25.

The fee for returned tax payments is not a new fee but is being added to the Fee Schedule for the first time due to changes in application. North Carolina General Statutes 105-357(b)(2) require assessment of a fee for tax payments returned or not completed due to insufficient funds or nonexistence of an account. The County is reducing the fee to the minimum required by State law; the County's fee will be adjusted to match State law if it changes.

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Countywide		Returned Payment Fee	Fee to cover costs of processing returned payments of any type (e.g., check, bank draft)	\$ 25.00	per returned payment
Agriculture & Land Resources	Cooperative Extension	Plastic Mulch Layer	Daily Use Fee	\$ 50.00	per day
Agriculture & Land Resources	Cooperative Extension	Water Wheel Transplanter	Daily Use Fee	\$ 40.00	per day
Agriculture & Land Resources	Soil Conservation	No Till Seed Drill	This fee is charged for renting agriculture equipment	\$ 10.00	per acre
Agriculture & Land Resources	Soil Conservation	Post Driver	This fee is charged for renting agriculture equipment	\$ 50.00	per day
Agriculture & Land Resources	Soil Conservation	Weed Wiper	This fee is charged for renting agriculture equipment	\$ 35.00	per day
Air Quality	Annual Small & Area Source Permit Fees	Combustion Sources- Boilers & Other Combustion Sources, 1 to 4.99 MM BTU/hr	Annual Permit Fee	\$ 300.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Combustion Sources- Boilers & Other Combustion Sources, 100 and Greater MM BTU/hr	Annual Permit Fee	\$ 800.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Combustion Sources- Boilers & Other Combustion Sources, 15 to 34.99 MM BTU/hr	Annual Permit Fee	\$ 500.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Combustion Sources- Boilers & Other Combustion Sources, 35 to 74.99 MM BTU/hr	Annual Permit Fee	\$ 600.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Combustion Sources- Boilers & Other Combustion Sources, 5 to 14.99 MM BTU/hr	Annual Permit Fee	\$ 400.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Combustion Sources- Boilers & Other Combustion Sources, 75 to 99.99 MM BTU/hr	Annual Permit Fee	\$ 700.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Federal Standards- MACT or GACT	Annual Permit Fee	\$ 350.00	per year

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Air Quality	Annual Small & Area Source Permit Fees	Federal Standards- NSPS	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Generators	Annual Permit Fee	\$ 46.00	per 100 kW/ per year
Air Quality	Annual Small & Area Source Permit Fees	Incinerators- Biological	Annual Permit Fee	\$ 400.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Incinerators- Waste	Annual Permit Fee	\$ 400.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Miscellaneous Processes - Controlled	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Miscellaneous Processes - Uncontrolled	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Non-Metallic Mineral Processing- Conveyors	Annual Permit Fee	\$ 10.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Non-Metallic Mineral Processing- Crushers	Annual Permit Fee	\$ 150.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Non-Metallic Mineral Processing- Grinders	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Non-Metallic Mineral Processing- Others	Annual Permit Fee	\$ 250.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Non-Metallic Mineral Processing- Screens	Annual Permit Fee	\$ 50.00	per year

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Air Quality	Annual Small & Area Source Permit Fees	Other Reciprocating Internal Combustion Engines	Annual Permit Fee	\$ 30.00	per 100 HP/ per year
Air Quality	Annual Small & Area Source Permit Fees	Other Sources - Dry Cleaners	Annual Permit Fee	\$ 150.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Other Sources - Stage 1	Annual Permit Fee	\$ 175.00	< 200,000 gallons dispensed per year
Air Quality	Annual Small & Area Source Permit Fees	Other Sources - Stage 2	Annual Permit Fee	\$ 300.00	200,000 - 799,999 gallons dispensed per year
Air Quality	Annual Small & Area Source Permit Fees	Other Sources - Stage 3	Annual Permit Fee	\$ 425.00	800,000 - 1,500,000 gallons dispensed per year
Air Quality	Annual Small & Area Source Permit Fees	Other Sources - Stage 4	Annual Permit Fee	\$ 550.00	>=1,500,000 gallons dispensed per year
Air Quality	Annual Small & Area Source Permit Fees	Particulate Emission Sources-Controlled	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	Particulate Emission Sources-Uncontrolled	Annual Permit Fee	\$ 350.00	per year

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Air Quality	Annual Small & Area Source Permit Fees	Small Source Tonnage Fee	Annual Permit Fee	\$ 53.00	per ton
Air Quality	Annual Small & Area Source Permit Fees	VOC Emission Sources - Others	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	VOC Emission Sources - Paint Spray Booths	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	VOC Emission Sources - Printing Operations	Annual Permit Fee	\$ 350.00	per year
Air Quality	Annual Small & Area Source Permit Fees	VOC Emission Sources - Solvent Cleansers/Degreasers	Annual Permit Fee	\$ 150.00	per year
Air Quality	Annual Synthetic Minor and Title V Source Fees	Synthetic Minor - Base Fee	Annual Permit Fee	\$ 4,000.00	per year
Air Quality	Annual Synthetic Minor and Title V Source Fees	Synthetic Minor - Tonnage Fee	Annual Permit Fee	\$ 53.00	per ton
Air Quality	Annual Synthetic Minor and Title V Source Fees	Title V - Base Fee	Annual Permit Fee	\$ 11,092.00	per year
Air Quality	Annual Synthetic Minor and Title V Source Fees	Title V - Tonnage Fee	Annual Permit Fee	\$ 59.00	per ton
Air Quality	Annual Synthetic Minor and Title V Source Fees	Title V Nonattainment Area Added Fee	Annual Permit Fee	\$ 4,437.00	per year
Air Quality	Annual Synthetic Minor and Title V Source Fees	Added Medium Complex Facility Fee (3-5 Federal Programs)	Annual Permit Fee	\$ 2,773.00	per year

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Air Quality	Annual Synthetic Minor and Title V Source Fees	Added Highly Complex Facility Fee (6 or more Federal Programs)	Annual Permit Fee	\$ 8,319.00	per year
Air Quality	Annual Synthetic Minor and Title V Source Fees	General Title V Air Curtain Incinerator	Annual Permit Fee	10% of otherwise applicable fee	per year
Air Quality	Asbestos	City of Asheville and Buncombe County Demolition and Renovation Permit Review- Commercial	Permit Review	\$ 50.00	per structure
Air Quality	Asbestos	City of Asheville and Buncombe County Demolition and Renovation Permit Review- Single Family Structure	Permit Review	\$ 25.00	per structure
Air Quality	Asbestos	Commercial Demolition - 40 CFR Part 61 NESHAP \$250 plus \$0.05 per square footage of building	Application Fees	\$250.00 and up	per application
Air Quality	Asbestos	Residential - Demolition	Application Fees	\$ 200.00	per application
Air Quality	Asbestos	Renovation - Residential Non-friable \$100 plus \$0.20 Per Square Foot of Material	Application Fees	\$100.00 and up	per application
Air Quality	Asbestos	Renovation - Residential Friable \$200 plus \$0.50 Per Square Foot of Material	Application Fees	\$200.00 and up	per application
Air Quality	Asbestos	Renovation - Commercial Non-friable asbestos containing material, \$150 plus \$0.20 per square foot of material	Application Fees	\$150.00 and up	per application
Air Quality	Asbestos	Renovation - Commercial Friable asbestos containing material, \$200 plus \$0.50 per square foot of material	Application Fees	\$200.00 and up	per application
Air Quality	Asbestos	Fire Training		\$ 500.00	

Department	Program	Fee Name	Fee Description	FY24 Fee		FY24 unit
Air Quality	Asbestos	Buncombe County Manufactured Home Removal Program	Application Fees	\$	100.00	per application
Air Quality	Non Title V Facilities	Initial Application - 112(r) Sources	Application Fees	\$	250.00	per application
Air Quality	Non Title V Facilities	Initial Application - Dry Cleaners	Application Fees	\$	150.00	per application
Air Quality	Non Title V Facilities	Initial Application - Small Sources	Application Fees	\$	300.00	per application
Air Quality	Non Title V Facilities	Initial Application - Stage 1 Sources	Application Fees	\$	200.00	per application
Air Quality	Non Title V Facilities	Initial Application - Synthetic Minor Sources	Application Fees	\$	750.00	per application
Air Quality	Non Title V Facilities	Modifications - Dry Cleaners	Application Fees	\$	100.00	per application
Air Quality	Non Title V Facilities	Modifications - Small Sources	Application Fees	\$	300.00	per application
Air Quality	Non Title V Facilities	Modifications - Stage 1 Sources	Application Fees	\$	200.00	per application
Air Quality	Non Title V Facilities	Modifications - Synthetic Minor Sources	Application Fees	\$	750.00	per application
Air Quality	Non Title V Facilities	Modifications- 112(r) Sources	Application Fees	\$	250.00	per application
Air Quality	Open Burning	Industrial/Commercial Machine Piled Each Acre or Part Thereof	Application Fees	\$	350.00	per acre
Air Quality	Open Burning	Machine Piled- 0-2 acres	Application Fees	\$	250.00	per acre
Air Quality	Open Burning	Machine Piled- Each Acre or part thereof	Application Fees	\$	350.00	per acre
Air Quality	Open Burning	Residential Hand Piled	Application Fees	No charge		per application
Air Quality	Title V Facilities	17.0300 Permit	Application Fees	\$	1,109.00	per application
Air Quality	Title V Facilities	Initial Application or Major Modification	Application Fees	\$	11,092.00	per application

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Air Quality	Title V Facilities	Initial Application or Major Modification (PSD and NSR/NAA)	Application Fees	\$ 33,274.00	per application
Air Quality	Title V Facilities	Initial Application or Major Modification (PSD or NSR/NAA)	Application Fees	\$ 16,637.00	per application
Air Quality	Title V Facilities	Minor Modification	Application Fees	\$ 3,327.00	per application
Air Quality	Title V Facilities	General Title V Air Curtain Incinerator	Application Fees	10% of otherwise applicable fee	per application
Air Quality		Administrative Change Initiated by Facility	Application Fees	\$ 100.00	per application
Air Quality		Limited and Temporary Permit	Application Fees	\$ 300.00	per application
Clinical Services	Family Planning	Established patient -- complex visit -- 40 minutes	Office Visit	\$ 268.00	per visit
Clinical Services	Family Planning	Established patient -- detailed visit -- 25 minutes	Office Visit	\$ 180.00	per visit
Clinical Services	Family Planning	Established patient -- expanded visit -- 15 minutes	Office Visit	\$ 116.00	per visit
Clinical Services	Family Planning	Established patient -- limited visit -- 10 minutes	Office Visit	\$ 84.00	per visit
Clinical Services	Family Planning	Established patient -- nurse only visit -- 5 minutes	Office Visit	\$ 51.00	per visit
Clinical Services	Family Planning	Established patient preventive visit: Age 12 - 17	Office Visit	\$ 215.00	per visit
Clinical Services	Family Planning	Established patient preventive visit: Age 18 - 39	Office Visit	\$ 209.00	per visit
Clinical Services	Family Planning	Established patient preventive visit: Age 40 - 64	Office Visit	\$ 233.00	per visit
Clinical Services	Family Planning	Established patient preventive visit: Age 65+	Office Visit	\$ 258.00	per visit
Clinical Services	Family Planning	New patient -- complex visit -- 60 minutes	Office Visit	\$ 360.00	per visit

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Clinical Services	Family Planning	New patient -- detailed visit -- 30 minutes	Office Visit	\$ 195.00	per visit
Clinical Services	Family Planning	New patient -- expanded visit -- 20 minutes	Office Visit	\$ 137.00	per visit
Clinical Services	Family Planning	New patient -- moderate visit -- 45 minutes	Office Visit	\$ 287.00	per visit
Clinical Services	Family Planning	New patient preventive visit: Age 12 - 17	Office Visit	\$ 249.00	per visit
Clinical Services	Family Planning	New patient preventive visit: Age 18 - 39	Office Visit	\$ 246.00	per visit
Clinical Services	Family Planning	New patient preventive visit: Age 40 - 64	Office Visit	\$ 293.00	per visit
Clinical Services	Family Planning	New patient preventive visit: Age 65+	Office Visit	\$ 317.00	per visit
Clinical Services	Family Planning	Phone established patient visit 11-20 minutes	Office Visit	\$ 93.00	per visit
Clinical Services	Family Planning	Phone established patient visit 21-30 minutes	Office Visit	\$ 144.00	per visit
Clinical Services	Family Planning	Phone established patient visit 5-10 minutes	Office Visit	\$ 67.00	per visit
Clinical Services	Immunization	Diphtheria, Tetanus, and Pertussis Vaccine (DTaP)	Vaccine	\$ 53.00	per vaccine
Clinical Services	Immunization	DTaP-Haemophilus influenzae type B-Inactivated Poliovirus	Vaccine	\$ 148.00	per vaccine
Clinical Services	Immunization	DTaP-Hepatitis B-Inactivated Poliovirus Vaccine	Vaccine	\$ 129.00	per vaccine
Clinical Services	Immunization	DTaP-IPV Vaccine	Vaccine	\$ 90.00	per vaccine
Clinical Services	Immunization	Foreign Travel Prescription Fee (per prescription)	Prescription fee	\$ 10.00	per vaccine
Clinical Services	Immunization	Foreign Travel Prescription Rewrite Fee (per prescription)	Prescription fee	\$ 10.00	per vaccine
Clinical Services	Immunization	Haemophilus influenzae type B (Hib) Vaccine (ActHIB)	Vaccine	\$ 39.00	per vaccine

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Clinical Services	Immunization	Hepatitis A and Hepatitis B Vaccine, adult	Vaccine	\$ 161.00	per vaccine
Clinical Services	Immunization	Hepatitis A Vaccine, adult	Vaccine	\$ 113.00	per vaccine
Clinical Services	Immunization	Hepatitis A Vaccine, pediatric	Vaccine	\$ 63.00	per vaccine
Clinical Services	Immunization	Hepatitis B Vaccine, adult (2 shot series)	Vaccine	\$ 182.00	per vaccine
Clinical Services	Immunization	Hepatitis B Vaccine, adult (3 shot series)	Vaccine	\$ 96.00	per vaccine
Clinical Services	Immunization	Hepatitis B Vaccine, pediatric	Vaccine	\$ 53.00	per vaccine
Clinical Services	Immunization	Human Papillomavirus Vaccine, HPV9	Vaccine	\$ 344.00	per vaccine
Clinical Services	Immunization	Influenza Quadrivalent Vaccine, inactivated (6 months of age or older)	Vaccine	\$ 40.00	per vaccine
Clinical Services	Immunization	Influenza Quadrivalent Vaccine, live (FluMist)	Vaccine	\$ 40.00	per vaccine
Clinical Services	Immunization	Influenza Trivalent High-Dose Vaccine, inactivated (65 years of age & older)	Vaccine	\$ 71.00	per vaccine
Clinical Services	Immunization	Influenza Trivalent Vaccine, inactivated, egg-free (18 years of age & older)	Vaccine	\$ 71.00	per vaccine
Clinical Services	Immunization	International Certificate of Vaccination (WHO card) Replacement Fee	Vaccine verification card	\$ 10.00	per vaccine
Clinical Services	Immunization	Japanese Encephalitis Virus Vaccine	Vaccine	\$ 347.00	per vaccine
Clinical Services	Immunization	Lifetime Immunization Card Replacement Fee	Vaccine verification card	\$ 5.00	per vaccine
Clinical Services	Immunization	Measles, Mumps, and Rubella Virus Vaccine	Vaccine	\$ 126.00	per vaccine
Clinical Services	Immunization	Measles, Mumps, Rubella, and Varicella Virus Vaccine	Vaccine	\$ 336.00	per vaccine
Clinical Services	Immunization	Meningococcal Group B Vaccine	Vaccine	\$ 263.00	per vaccine

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Clinical Services	Immunization	Meningococcal Polysaccharide Conjugate Vaccine	Vaccine	\$ 191.00	per vaccine
Clinical Services	Immunization	Meningococcal Polysaccharide Conjugate Vaccine (MenQuadfi)	Vaccine	\$ 200.00	per vaccine
Clinical Services	Immunization	Pneumococcal 13-Valent Conjugate Vaccine (PCV13)	Vaccine	\$ 293.00	per vaccine
Clinical Services	Immunization	Pneumococcal 23-Valent Polysaccharide Vaccine (PPSV23)	Vaccine	\$ 162.00	per vaccine
Clinical Services	Immunization	Poliovirus Vaccine, inactivated	Vaccine	\$ 68.00	per vaccine
Clinical Services	Immunization	Rabies Vaccine for pre- and post-exposure prophylaxis	Vaccine	\$ 476.00	per vaccine
Clinical Services	Immunization	Rotavirus Vaccine	Vaccine	\$ 130.00	per vaccine
Clinical Services	Immunization	Tetanus and Diphtheria Toxoids	Vaccine	\$ 54.00	per vaccine
Clinical Services	Immunization	Tetanus, Diphtheria, and Pertussis Vaccine	Vaccine	\$ 75.00	per vaccine
Clinical Services	Immunization	Typhoid VI Polysaccharide Vaccine	Vaccine	\$ 118.00	per vaccine
Clinical Services	Immunization	Varicella (chickenpox) Virus Vaccine	Vaccine	\$ 213.00	per vaccine
Clinical Services	Immunization	Yellow Fever Vaccine	Vaccine	\$ 190.00	per vaccine
Clinical Services	Immunization	Zoster Vaccine, live	Vaccine	\$ 277.00	per vaccine
Clinical Services	Immunization	Zoster Vaccine, recombinant	Vaccine	\$ 277.00	per vaccine
Clinical Services	Immunization	Vaccine Admin fee, 1st shot	Admin Fee	\$ 21.00	per vaccine
Clinical Services	Immunization	Vaccine Admin fee, 2 or more shots	Admin Fee	\$ 21.00	per vaccine
Clinical Services	Immunization	30 mcg Pfizer 1st vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	30 mcg Pfizer 2nd vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	30 mcg Pfizer 3rd vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	30 mcg Pfizer Booster	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	Pfizer 5-11 year old 1st vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	Pfizer 5-11 year old 2nd vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	100 mcg Moderna 1st vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	100 mcg Moderna 2nd vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	100 mcg Moderna 3rd vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	50 mcg Moderna vaccine	COVID Admin Fee	\$ 40.00	per vaccine

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Clinical Services	Immunization	Johnson & Johnson COVID Admin Fee	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	Johnson & Johnson COVID Booster	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	Pfizer 5-11 year old 1st vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	Pfizer 5-11 year old 2nd vaccine	COVID Admin Fee	\$ 40.00	per vaccine
Clinical Services	Immunization	In-home COVID vaccine admin	COVID Admin Fee	\$ 75.00	per vaccine
Clinical Services	Laboratory	Basic Metabolic Panel	Lab test	\$ 12.00	per test
Clinical Services	Laboratory	Cervical Cancer Screening (Pap test +/- HPV testing)	Lab test	\$ 48.00	per test
Clinical Services	Laboratory	COVID Test	Lab test	\$ 100.00	per test
Clinical Services	Laboratory	Fingerstick	Lab test	\$ 12.00	per test
Clinical Services	Laboratory	Glucose Blood Test	Lab test	\$ 12.00	per test
Clinical Services	Laboratory	Gonorrhea Culture	Lab test	\$ 15.00	per test
Clinical Services	Laboratory	Hemoglobin A1c Test	Lab test	\$ 13.00	per test
Clinical Services	Laboratory	HIV Confirmatory Test - PrEP Only	Lab test	\$ 42.00	per test
Clinical Services	Laboratory	HIV Test - PrEP Only	Lab test	\$ 6.00	per test
Clinical Services	Laboratory	Lipid Panel	Lab test	\$ 26.00	per test
Clinical Services	Laboratory	RPR Titer Quantitative	Lab test	\$ 20.00	per test
Clinical Services	Laboratory	T-SPOT (blood test for tuberculosis)	Lab test	\$ 80.00	per test
Clinical Services	Laboratory	Tuberculosis (TB) Skin Test (PPD)	Lab test	\$ 28.00	per test
Clinical Services	Laboratory	Urethral Gram Stain	Lab test	\$ 20.00	per test
Clinical Services	Laboratory	Urine Pregnancy Test	Lab test	\$ 15.00	per test
Clinical Services	Laboratory	Venipuncture	Lab test	\$ 10.00	per test
Clinical Services	Laboratory	Wet Prep	Lab test	\$ 21.00	per test
Clinical Services	Methods and Treatments	Birth Control Pills		\$2.52-\$7.56	
Clinical Services	Methods and Treatments	Depo-Provera (intramuscular)		\$ 87.00	per dose
Clinical Services	Methods and Treatments	Depo-Provera (intramuscular) - U*	*340B pricing for un/underinsured	\$ 9.94	per unit
Clinical Services	Methods and Treatments	Depo-Provera (subcutaneous)		\$ 60.32	per dose

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Clinical Services	Methods and Treatments	Depo-Provera (subcutaneous) - U*	*340B pricing for un/underinsured	\$ 22.96	per unit
Clinical Services	Methods and Treatments	Diaphragm		\$ 69.87	per diaphragm
Clinical Services	Methods and Treatments	Diaphragm fitting fee		\$ 60.00	per diaphragm
Clinical Services	Methods and Treatments	Emergency contraceptive pill		\$ 8.95	per treatment
Clinical Services	Methods and Treatments	Genital Wart -- Initial Treatment		No charge	per treatment
Clinical Services	Methods and Treatments	Genital Wart -- Subsequent Treatments		\$ 10.00	per treatment
Clinical Services	Methods and Treatments	Genital Wart - Cryotherapy Treatment		\$ 10.00	per treatment
Clinical Services	Methods and Treatments	IUD - Kyleena		\$ 985.00	per unit
Clinical Services	Methods and Treatments	IUD - Kyleena - U*	*340B pricing for un/underinsured	\$ 591.85	per unit
Clinical Services	Methods and Treatments	IUD - Liletta		\$ 775.00	per unit
Clinical Services	Methods and Treatments	IUD - Liletta - U*	*340B pricing for un/underinsured	\$ 93.29	per unit
Clinical Services	Methods and Treatments	IUD - Mirena		\$ 973.00	per unit
Clinical Services	Methods and Treatments	IUD - Mirena - U*	*340B pricing for un/underinsured	\$ 342.42	per unit
Clinical Services	Methods and Treatments	IUD - Paragard		\$ 903.00	per unit
Clinical Services	Methods and Treatments	IUD - Paragard - U*	*340B pricing for un/underinsured	\$ 268.01	per unit
Clinical Services	Methods and Treatments	IUD - Skyla		\$ 887.00	per unit

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Clinical Services	Methods and Treatments	IUD - Skyla - U*	*340B pricing for un/underinsured	\$ 493.50	per unit
Clinical Services	Methods and Treatments	IUD Insertion		\$ 150.00	per procedure
Clinical Services	Methods and Treatments	IUD Removal		\$ 111.00	per procedure
Clinical Services	Methods and Treatments	Molluscum Treatment		\$ 10.00	per treatment
Clinical Services	Methods and Treatments	Nexplanon		\$ 1,000.00	per unit
Clinical Services	Methods and Treatments	Nexplanon - U*	*340B pricing for un/underinsured	\$ 418.95	per unit
Clinical Services	Methods and Treatments	Nexplanon Insertion		\$ 150.00	per procedure
Clinical Services	Methods and Treatments	Nexplanon Removal		\$ 173.00	per procedure
Clinical Services	Methods and Treatments	Nexplanon Removal and Insertion		\$ 269.00	per procedure
Clinical Services	Methods and Treatments	Nuvaring		\$ 170.00	per ring
Clinical Services	Methods and Treatments	NuvaRing - U*	*340B pricing for un/underinsured	\$ 0.01	per ring
Clinical Services	Methods and Treatments	Spermicide		\$ 8.72	per dose
Clinical Services	Refugee Health	Change of Status Paperwork	Change of Status Paperwork	\$ 30.00	per request
Detention Center		Sick visit	This fee is charged to all non-indigent inmates that request a medical visit	\$ 10.00	per new visit
Division of Social Services	Social Work	Pre-placement Assessment and Report to Court	These fees are charged for private adoptions. We provide this service to the community.	\$ 550.00	per Assessment and Report
Division of Social Services	Social Work	Report to Court (1808)	These fees are charged for private adoptions. We provide this service to the community.	\$ 200.00	per report

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Elections		Asheville City Council	Filing fee	\$ 75.00	per candidate
Elections		Asheville City Mayor	Filing fee	\$ 100.00	per candidate
Elections		Biltmore Forest Commissioner	Filing fee	\$ 5.00	per candidate
Elections		Biltmore Forest Mayor	Filing fee	\$ 5.00	per candidate
Elections		Black Mountain Town Council	Filing fee	\$ 5.00	per candidate
Elections		Black Mountain Mayor	Filing fee	\$ 5.00	per candidate
Elections		Buncombe County Board of Education	Filing fee	\$ 5.00	per candidate
Elections		Buncombe County Chairman	Filing fee	1% of annual salary per NCGS	per candidate
Elections		Buncombe County Commissioner	Filing fee	1% of annual salary per NCGS	per candidate
Elections		Buncombe County Register of Deeds	Filing fee	1% of annual salary per NCGS	per candidate
Elections		Buncombe County Sheriff	Filing fee	1% of annual salary per NCGS	per candidate
Elections		Clerk of Court	Filing fee	1% of annual salary per NCGS	per candidate
Elections		Data request	Fee is collected when data requests are printed (\$5 minimum).	\$ 0.05	per page
Elections		Data request	Fee is collected for data requests delivered on a flash drive.	\$ 5.00	per flash drive

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Elections		Data request	Fee is collected for statistics request are printed.	\$ 0.25	per page
Elections		Data request	Fee is collected for each sheet/page of mailing labels.	\$ 0.35	per page
Elections		Data request	Collected for special requests that require additional data processing.	\$ 25.00	per data request
Elections		Map	This fee is collected for creating at printing 8.5" X 11" sized map.	\$ 4.00	per map
Elections		Map	This fee is collected for creating at printing 17" X 22" sized map.	\$ 12.00	per map
Elections		Map	This fee is collected for creating at printing 22" X 34" sized map.	\$ 15.00	per map
Elections		Map	This fee is collected for creating at printing 34" X 44" sized map.	\$ 25.00	per map
Elections		Map Special Requests	Collected for special requests that require additional data processing.	\$ 25.00	per map request
Elections		Asheville City Schools Board of Education	Filing fee	\$ 5.00	per candidate
Elections		Montreat Commissioner	Filing fee	\$ 5.00	per candidate
Elections		Montreat Mayor	Filing fee	\$ 5.00	per candidate
Elections		NC House of Representatives	Filing fee	\$ 140.00	per candidate
Elections		NC Senate	Filing fee	\$ 140.00	per candidate
Elections		Soil and Water Conservation	Filing fee	\$ 5.00	per candidate
Elections		Weaverville Mayor	Filing fee	\$ 20.00	per candidate
Elections		Weaverville Town Council	Filing fee	\$ 20.00	per candidate
Elections		Woodfin Town Council	Filing fee	\$ 5.00	per candidate

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Elections		Woodfin Mayor	Filing fee	\$ 10.00	per candidate
Elections		Woodfin Water and Sewer Trustee	Filing fee	\$ 5.00	per candidate
Emergency Services	Emergency Management (Fire Marshal)	Fire Alarm Installation	new commercial and multi-family residential buildings	\$ 100.00	per event
Emergency Services	Emergency Management (Fire Marshal)	Fire Sprinkler/Extinguishment System Installation	Sprinklers are required in certain new commercial buildings, building remodels and types of businesses, including multi-family residential	\$ 150.00	per event
Emergency Services	Emergency Management (Fire Marshal)	Radio Signal Booster System Review and Inspection	Radio Signal Booster for Emergency Service Communications	\$ 100.00	per event
Emergency Services	Emergency Management (Fire Marshal)	After Hours/Weekend Inspection of any Type		\$ 80.00	per event
Emergency Services	Emergency Management (Fire Marshal)	Fire Marshal Site Time	Time a Fire Marshal is required to be on-site before, during and after a fireworks event	\$ 50.00	per hour (2 hour minimum)
Emergency Services	Emergency Management (Fire Marshal)	Fireworks Permit	Permit for use of outdoor fireworks as required by 105.6.14 - rate charged for permits 1 -5 in any given year	\$ 100.00	per event
Emergency Services	Emergency Management (Fire Marshal)	Fireworks Permit	Permit for use of outdoor fireworks as required by 105.6.14 - rate charged for permits 6 and above in any given year	\$ 500.00	per event
Emergency Services	Emergency Management (Fire Marshal)	Re-Inspection - New Construction	If an inspection is failed for not meeting code requirements, or contractor fails to show up without canceling the inspection	\$ 100.00	per event
Emergency Services	Emergency Medical Service (EMS)	ALS 2	Advanced Life Support Emergency Level 2	\$ 1,237.64	per call

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Emergency Services	Emergency Medical Service (EMS)	ALS Emergency	Advanced Life Support Emergency	\$ 855.10	per call
Emergency Services	Emergency Medical Service (EMS)	ALS Non-Emergency	Advanced Life Support Non-Emergency	\$ 540.06	per call
Emergency Services	Emergency Medical Service (EMS)	BLS Emergency	Basic Life Support Emergency	\$ 720.08	per call
Emergency Services	Emergency Medical Service (EMS)	BLS Non-Emergency	Basic Life Support Non-Emergency	\$ 450.06	per call
Emergency Services	Emergency Medical Service (EMS)	EMS Stand-by ALS Bike Team and 2 person crew	Fee charged when EMS requested to stand-by for a special event (ex. marathon)	\$ 125.00	per hour
Emergency Services	Emergency Medical Service (EMS)	EMS Stand-by ALS -EMS Personnel	Fee charged when EMS requested to stand-by for a special event (ex. marathon)	\$ 50.00	per hour
Emergency Services	Emergency Medical Service (EMS)	EMS Stand-by ALS Transport Unit and 2 person crew	Fee charged when EMS requested to stand-by for a special event (ex. marathon)	\$ 200.00	per hour
Emergency Services	Emergency Medical Service (EMS)	EMS Stand-by EMS Coordinator (required for complex events)	Fee charged when EMS requested to stand-by for a special event (ex. marathon)	\$ 75.00	per hour
Emergency Services	Emergency Medical Service (EMS)	EMS Stand-by Medical Aid Station and 2 person crew	Fee charged when EMS requested to stand-by for a special event (ex. marathon)	\$ 125.00	per hour
Emergency Services	Emergency Medical Service (EMS)	EMS Stand-by UTV with transport and 2 person crew	Fee charged when EMS requested to stand-by for a special event (ex. marathon)	\$ 125.00	per hour
Emergency Services	Emergency Medical Service (EMS)	Mileage	Distance traveled from call origin to hospital	\$ 15.24	per mile

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Emergency Services	Emergency Medical Service (EMS)	Specialty Care Transport		\$ 1,462.66	per call
Emergency Services	Emergency Medical Service (EMS)	Treatment No Transport	Treatment rendered by EMS Staff with no transport to hospital	\$ 375.00	per call
Environmental Health	Food, Lodging, & Institutions	Food Service Plan Review (existing greater than 500 sq. ft)	These fees are charged for food service plan review and evaluation	\$ 150.00	per application
Environmental Health	Food, Lodging, & Institutions	Food Service Plan Review (new)	These fees are charged for food service plan review and evaluation	\$ 250.00	per application
Environmental Health	Food, Lodging, & Institutions	Food Service Plan Review Renovation/Addition (less than 500 sq. ft)	These fees are charged for food service plan review and evaluation	\$ 100.00	per application
Environmental Health	Food, Lodging, & Institutions	In Service Day Care class	This fee is associated with offering continuing education training to child care employees/operators.	\$ 40.00	Per application
Environmental Health	Food, Lodging, & Institutions	Limited Food Establishment Permit	These fees are charged for food service plan review and evaluation	\$ 75.00	per application
Environmental Health	Food, Lodging, & Institutions	Mobile Food Unit Plan Review	These fees are charged for food service plan review and evaluation	\$ 175.00	per application
Environmental Health	Food, Lodging, & Institutions	Public Swimming Pool Permit, annual	These fees are charged to permit public swimming pools	\$ 250.00	per application
Environmental Health	Food, Lodging, & Institutions	Public Swimming Pool Permit, seasonal	These fees are charged to permit public swimming pools	\$ 200.00	per application
Environmental Health	Food, Lodging, & Institutions	Public Swimming Pool Plan Review (per body of water)	These fees are charged to permit public swimming pools	\$ 300.00	per application
Environmental Health	Food, Lodging, & Institutions	Re-Visit Fee (Public swimming pools, if unable to permit)	This fee is charged when a public swimming pool is not adequately prepared for a permitting visit	\$ 75.00	per additional visit
Environmental Health	Food, Lodging, & Institutions	Serve Safe Food Certification classes	This fee is associated with offering the ServeSafe Food Certification class	\$ 200.00	per application
Environmental Health	Food, Lodging, & Institutions	Tattoo Parlor Permit, annual	This fee is charged to permit a tattoo artist	\$ 175.00	per application

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Environmental Health	Food, Lodging, & Institutions	Temporary Food Establishment Permit	These fees are set by NC General Statute and charged for food vendors associated with temporary events/festivals	\$ 75.00	per application
Environmental Health	Food, Lodging, & Institutions	Temporary Tattoo* or Guest Tattoo Artist Permit **	This fee is charged to permit a tattoo artist associated with a temporary tattoo event OR a tattoo artist who is a guests tattooer in a permitted tattoo establishment.* A temporary tattoo permit is a permit issued to a tattoo artist at an organized tattooing event not to exceed 7 days. The organized tattoo event must have a minimum of 15 tattoo artists and at a minimum meet the requirements of NCGS 130A-283 and Rules Governing Tattooing 15A NCAC 18A. 3200. **A guest artist is a tattoo artist that has a tattoo permit issued by another county or state and operates out of an existing permitted Buncombe County tattoo establishment for a period not to exceed a total of 90 days per calendar year.	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Construction Authorization, Improvement & Operation Permits - commercial & industrial - First 500 gallons	These fees are charged for septic permits	\$ 525.00	per application
Environmental Health	Onsite Wastewater & Wells	Construction Authorization, Improvement & Operation Permits - commercial & industrial - For each additional 500 gal (round to nearest 500 gal), add:	These fees are charged for septic permits	\$ 250.00	per application
Environmental Health	Onsite Wastewater & Wells	Revisit fee (site not ready)	These fees are charged when a site is not adequately prepared for an evaluation	\$ 75.00	per additional visit

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Environmental Health	Onsite Wastewater & Wells	Authorization to Construct (w/ existing improvement permit) includes operations permit	These fees are charged for septic permits	\$ 350.00	per application
Environmental Health	Onsite Wastewater & Wells	Authorization to Construct (w/o existing improvement permit) includes operations permit	These fees are charged for septic permits	\$ 550.00	per application
Environmental Health	Onsite Wastewater & Wells	Authorization to Construct Revision/Expansion	These fees are charged for septic permits	\$ 200.00	per application
Environmental Health	Onsite Wastewater & Wells	Bacterial + Chemical Analysis Site Visit	These fees are charged for water samples	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Bacterial Analysis Well Site Visit	These fees are charged for water samples	\$ 75.00	per application
Environmental Health	Onsite Wastewater & Wells	Resample if Positive		No charge	Initial resample only
Environmental Health	Onsite Wastewater & Wells	Chemical Panel	These fees are charged for water samples	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Chemical Panel w/ Nitrate/Nitrites	These fees are charged for water samples	\$ 125.00	per application
Environmental Health	Onsite Wastewater & Wells	Existing System Inspection	These fees are charged for septic permits	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Herbicides	These fees are charged for water samples	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Improvement Permit-Residential, Commercial, & Industrial - First 500 Gallons	These fees are charged for septic permits	\$ 200.00	per application

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Environmental Health	Onsite Wastewater & Wells	Improvement Permit-Residential, Commercial, & Industrial - For each additional 500 gallons (round to the nearest 500 gallons)	These fees are charged for septic permits	\$ 250.00	per application
Environmental Health	Onsite Wastewater & Wells	Improvement Permit revision	These fees are charged for septic permits	\$ 200.00	per application
Environmental Health	Onsite Wastewater & Wells	Nitrate/Nitrites	These fees are charged for water samples	\$ 50.00	per application
Environmental Health	Onsite Wastewater & Wells	Pesticides	These fees are charged for water samples	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Petroleum	These fees are charged for water samples	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Septic system repair	These fees are charged for septic permits	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Volatile Organic Compounds (VOCs)	These fees are charged for water samples	\$ 100.00	per application
Environmental Health	Onsite Wastewater & Wells	Water Sample - no site visit (Self-Collect)	These fees are charged for water samples	\$ 50.00	per application
Environmental Health	Onsite Wastewater & Wells	Well Permit Fee	These fees are charged for well permits	\$ 350.00	per application

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Identification Bureau		Concealed Handgun Permit (CHP)-NEW*	* Online applications for Concealed Handgun and Pistol Purchase permits will be charged a Vendor/Credit Card convenience fee + tax. The County does not profit from these fees but rather offers the online service as a convenience to the public	\$ 90.00	per permit
Identification Bureau		Concealed Handgun Permit (CHP)-RENEWAL*	* Online applications for Concealed Handgun and Pistol Purchase permits will be charged a Vendor/Credit Card convenience fee + tax. The County does not profit from these fees but rather offers the online service as a convenience to the public	\$ 75.00	per permit
Identification Bureau		Concealed Handgun Permit (CHP)-Retired NC LEO*	* Online applications for Concealed Handgun and Pistol Purchase permits will be charged a Vendor/Credit Card convenience fee + tax. The County does not profit from these fees but rather offers the online service as a convenience to the public	\$ 40.00	per permit
Identification Bureau		Criminal Record Check (Local Only)		\$ 5.00	per report
Identification Bureau		Fingerprint services (Includes 5 card maximum)		\$ 10.00	
Identification Bureau		Fingerprint services (each additional card)		\$ 1.00	per card
Identification Bureau		Pistol Purchase Permit*	* Online applications for Concealed Handgun and Pistol Purchase permits will be charged a Vendor/Credit Card convenience fee + tax. The County does not profit from these fees but rather offers the online service as a convenience to the public	\$ 5.00	per permit
Information Technology		Data Query	This fee is charged per statute for IT staff time to extract and compile data that is not readily available	\$ 125.00	per staff hour

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Library		Collection Agency Fee	Fee for when patron is referred to collection agency	\$ 9.85	per instance
Library		Library Branches Room Rental Fee (for-profit)	Fee for room rental at Library branches for for-profit organizations	\$ 50.00	for 3 hours
Library		Out of County 1-year Card Purchase	Library Card purchase fee for out of county residents	\$ 20.00	per year
Library		Pack Memorial Activity Room Rental Fee (for-profit)	Fee for Activity Room rental at Pack Memorial Library for for-profit organizations	\$ 50.00	for 2 hours
Library		Pack Memorial Computer Lab Room Rental Fee (for-profit)	Fee for Computer Lab room rental at Pack Memorial Library for for-profit organizations	\$ 100.00	for 2 hours
Library		Pack Memorial Lord Auditorium Room Rental Fee (for-profit)	Fee for Lord Auditorium room rental at Pack Memorial Library for for-profit organizations	\$ 75.00	for 2 hours
Library		Printouts/Copies	Charge for Printouts from Computers or Copies from Copier	\$ 0.25	per page
Library		Replacement: Adult Fiction	Replacement fee for Adult Fiction Book	\$ 25.00	per book / material
Library		Replacement: Adult Language CD	Replacement fee for Adult Language CD	\$ 35.00	per book / material
Library		Replacement: Adult Large Print	Replacement fee for Adult Large Print Book	\$ 25.00	per book / material
Library		Replacement: Adult Music	Replacement fee for Adult Music	\$ 20.00	per book / material
Library		Replacement: Adult New Fiction	Replacement fee for new Adult Fiction Book	\$ 25.00	per book / material
Library		Replacement: Adult Non-Fiction/Biography	Replacement fee for Adult Non-Fiction/Biography	\$ 25.00	per book / material
Library		Replacement: Adult Paperback	Replacement fee for Adult Paperback Book	\$ 10.00	per book / material
Library		Replacement: Adult Reference	Replacement fee for Adult Reference Book	\$ 50.00	per book / material
Library		Replacement: Adult Spoken (Audiobook)	Replacement fee for Adult Audiobook	\$ 35.00	per book / material

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Library		Replacement: Adult Video/DVD	Replacement fee for Adult Video/DVD	\$ 20.00	per book / material
Library		Replacement: Audio Book Bag	Replacement fee for Audio Book Bag	\$ 2.00	per book / material
Library		Replacement: ILL	Replacement fee for ILL Book/Material	\$ 75.00	per book / material
Library		Replacement: Juvenile Book-CD/Cass. (bagged)	Replacement fee for Juvenile Book-CD/Cass (bagged)	\$ 20.00	per book / material
Library		Replacement: Juvenile Caldecott	Replacement fee for Juvenile Caldecott	\$ 20.00	per book / material
Library		Replacement: Juvenile Easy	Replacement fee for Juvenile Easy	\$ 20.00	per book / material
Library		Replacement: Juvenile Easy Reader	Replacement fee for Juvenile Easy Reader	\$ 20.00	per book / material
Library		Replacement: Juvenile Fiction	Replacement fee for Juvenile Fiction	\$ 20.00	per book / material
Library		Replacement: Juvenile Kit	Replacement fee for Juvenile Kit	\$ 25.00	per book / material
Library		Replacement: Juvenile Music	Replacement fee for Juvenile Music	\$ 20.00	per book / material
Library		Replacement: Juvenile Newberry	Replacement fee for Juvenile Newberry	\$ 20.00	per book / material
Library		Replacement: Juvenile Non-Fiction/Biography	Replacement fee for Juvenile Non-Fiction/Biography	\$ 20.00	per book / material
Library		Replacement: Juvenile Paperback	Replacement fee for Juvenile Paperback	\$ 7.00	per book / material
Library		Replacement: Juvenile Paperback/Board Book	Replacement fee for Juvenile Paperback/Board Book	\$ 7.00	per book / material
Library		Replacement: Juvenile Parent-Teacher	Replacement fee for Juvenile Parent-Teacher	\$ 25.00	per book / material
Library		Replacement: Juvenile Reference	Replacement fee for Juvenile Reference	\$ 30.00	per book / material

Department	Program	Fee Name	Fee Description	FY24 Fee		FY24 unit
Library		Replacement: Juvenile Spoken (Audiobook)	Replacement fee for Juvenile Audiobook	\$	35.00	per book / material
Library		Replacement: Juvenile Story	Replacement fee for Juvenile Story	\$	20.00	per book / material
Library		Replacement: Juvenile Toy	Replacement fee for Juvenile Toy	\$	20.00	per book / material
Library		Replacement: Juvenile Video	Replacement fee for Juvenile Video	\$	20.00	per book / material
Library		Replacement: Oversize	Replacement fee for Oversize Book	\$	50.00	per book / material
Library		Replacement: Professional Collection	Replacement fee for Professional Collection Book	\$	30.00	per book / material
Library		Replacement: Young Adult Fiction	Replacement fee for Young Adult Fiction	\$	25.00	per book / material
Library		Replacement: Young Adult Non-Fiction	Replacement fee for Young Adult Non-Fiction	\$	25.00	per book / material
Library		Replacement: Young Adult Paperback	Replacement fee for Young Adult Paperback	\$	10.00	per book / material
Library		Replacement: Head Wand	Replacement fee for Head Wand	\$	60.00	per book / material
Library		Replacement: Large Mouse	Replacement fee for Large Mouse	\$	50.00	per book / material
Library		Replacement : Large Print Keyboard	Replacement fee for Large Print Keyboard	\$	10.00	per book / material
Library		Replacement: Wireless Mouse	Replacement fee for Wireless Mouse	\$	10.00	per book / material
Library		Replacement: Wheelchair Bag	Replacement fee for Wheelchair Bag	\$	25.00	per book / material
Library		Replacement: Wheelchair Tray	Replacement fee for Wheelchair Tray	\$	25.00	per book / material

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Parking Services		11 Sears Alley	This fee is charged for all vehicles entering 11 Sears Alley Deck who are not visitors to HHS building	\$1 per first 1/2 hour \$1 per second 1/2 hour \$2 per hour after \$12 max daily. \$85 Monthly parking. \$40 Monthly parking for eligible low to moderate income individuals	N/A
Parking Services		164 College Street Parking Deck	This fee is charged for all vehicles entering the 164 College St. Parking Deck	\$1 per first 1/2 hour \$1 per second 1/2 hour \$2 per hour after \$12 max daily. \$85 monthly parking for non-state employees	N/A
Parking Services		52 Coxe Avenue	This fee is charged for all vehicles parking at 52 Coxe	\$3 Daily Parking / \$50 Monthly Parking	N/A
Parking Services		94 Coxe Avenue	This fee is charged for all vehicles parking in lot across from the Tax Department after 5pm-7am M-F and all day Saturday and Sunday	\$4 Daily Parking	per day

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Parking Services		50 Coxe Avenue	This fee is charged for all vehicles parking after 5pm-7am M-F and all day Saturday and Sunday	\$3 Daily Parking / \$50 Monthly Parking	per day
Parking Services		2 Sawyer Surface Lot	This fee is charged for all vehicles parking in the lot	\$3 Daily Parking / \$50 Monthly Parking	N/A
Parking Services		35 Woodfin Street	This fee is charged for all vehicles parking in the front lot at 35 Woodfin 5pm-7am M-F and all day Saturday and Sunday	\$3 Daily Parking	per day
Parking Services		30 Valley Street	This fee is charged for all vehicles parking after 5pm-7am M-F and all day Saturday and Sunday	\$3 Daily Parking	per day
Parking Services		99 Coxe Avenue	This fee is charged for all vehicles parking behind the Tax building 5pm-7am M-F and all day Saturday and Sunday	\$4 Daily Parking	per day
Permits & Inspections		Residential Permit Administrative Fee	Administrative fee for processing refunds of building permits	\$ 80.00	flat fee
Permits & Inspections		Approved Plans	Failure to post approved plans at job site	\$ 150.00	per instance
Permits & Inspections		Commercial Permit Administrative Fee	Administrative fee for processing refunds of commercial & multi-family trade permits	\$ 100.00	flat fee
Permits & Inspections		Commercial Permit Amendment Fee	Amendments to Commercial Fees	\$ 100.00	value change per trade + review fee \$100.00 minimum
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 100.00	0-5000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 125.00	5,001-10,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 200.00	10,001-15,00

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 350.00	15,001-25,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 600.00	25,001-50,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 1,000.00	50,001-75,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 1,500.00	75,001-100,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 1,800.00	100,001-150,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 2,400.00	150,001-200,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 3,000.00	200,001-275,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 3,400.00	275,001-350,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 4,000.00	350,001-425,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 4,500.00	425,001-500,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 5,200.00	500,001-625,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 6,200.00	625,001-750,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 7,200.00	750,000-875,000
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$ 10,000.00	875,000-1,000,000

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Permits & Inspections		Commercial Permit Fees	Commercial permit fees based on project cost per applicable trade	\$10,000/+ applicable fees	\$10,000 + .0015 of each million dollar or portion thereof of projects over \$1,000,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 100.00	0-10,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 125.00	10,001-15,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 150.00	15,001-25,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 175.00	25,001-50,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 200.00	50,001-100,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 300.00	100,001-250,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 500.00	250,001-500,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 750.00	500,001-1,000,000
Permits & Inspections		Commercial Review Fees	Commercial plan review fees based on project cost	\$ 1,500.00	Project cost > \$1,000,000
Permits & Inspections		Commercial TCO & TU	Fees for Temporary Certificate of Occupancy & Temporary Utilities	\$ 300.00	for TCO & TU first 30 days
Permits & Inspections		Commercial TCO & TU	Fees for renewal of Temporary Certificate of Occupancy & Temporary Utilities	\$ 150.00	per 30 day renewals
Permits & Inspections		Copies	Paper copies of permitting files	\$ 0.25	per copy
Permits & Inspections		Day Care & ABC License	Day Care and ABC licensing inspection fees	\$ 100.00	per Trade

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Permits & Inspections		Expedite Service Fee	Residential or Commercial expedite fees for special processing & special inspections	\$ 100.00	per hour (minimum of 2 hours)
Permits & Inspections		Foundation Only	Residential or Commercial foundation only permit issued prior to issuing permit for entire project	\$ 200.00	\$200 in addition to applicable permit fees
Permits & Inspections		Homeowner Recovery Fund	Recovery fund per NCGS 87-1. Non-Refundable	\$ 10.00	per instance
Permits & Inspections		Maintenance Permits	Annual maintenance permit fees for county schools & buildings	\$ 100.00	per building
Permits & Inspections		Manufactured Homes	Single Wide HUD-approved homes - new & used. Electrical, plumbing, interior gas piping, and mechanical are included. Decks included if submitted at time of application and part of the approved plans. Exterior gas piping not included.	\$ 275.00	per instance
Permits & Inspections		Manufactured Homes	Multi-Sectional HUD-approved homes - new & used. Electrical, plumbing, interior gas piping, and mechanical are included. Decks included if submitted at time of application and part of the approved plans. Exterior gas piping not included.	\$ 350.00	per instance
Permits & Inspections		Manufactured Homes	Additional fee for HUD Homes located in R1,R2,BVD zoning	\$ 400.00	per instance
Permits & Inspections		Minimum Fees	Minimum residential fee for projects not listed on fee schedule	\$ 80.00	flat fee
Permits & Inspections		Modular Homes	Modular Homes Single Family	\$ 350.00	per instance
Permits & Inspections		Modular Homes	Modular Homes Single Family greater than 1 story	\$ 475.00	per instance
Permits & Inspections		Modular Homes	Additional fee for attached garages as part of modular package. For site built carports/garages see "Residential Carport" fee or "Residential Garage Attached/Detached" fee.	\$ 80.00	per instance

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Permits & Inspections		Modular Offices	Fees for modular offices and classrooms	\$ 400.00	flat fee + review fees per unit in addition to shell cost based on applicable fee schedule
Permits & Inspections		Multi-Family Dwelling	Fees for apartments & condominiums	\$ 350.00	
Permits & Inspections		New Single Family over 1500 sq. ft	Single- Family Dwellings, Townhomes, Duplexes, Moved Homes, Sleeping Unit or Structures with Heated Space. Attached garages, electrical, plumbing, interior gas piping, and mechanical are included. Decks included if submitted at time of application and part of the approved plans. Exterior gas piping not included.	\$ 500 + .30/additional sq. ft over 1500 heated sq ft	per instance & heated sq. ft.
Permits & Inspections		New Single Family up to 1500 sq ft	Single- Family Dwellings, Townhomes, Duplexes, Moved Homes, Sleeping Unit or Structures with Heated Space. Attached garages, electrical, plumbing, interior gas piping, and mechanical are included. Decks included if submitted at time of application and part of the approved plans. Exterior gas piping not included.	\$ 500.00	per instance
Permits & Inspections		Plan Amendments	Amendments to residential plans	\$40 Administrative Fee + \$80 Plan Review Fee + applicable fees	flat fee + applicable fees. (Applicable fees are based on increases to heated square feet)
Permits & Inspections		Application Amendments	Amendments to residential applications	\$ 40.00	per instance

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Permits & Inspections		Plan Review	Plan review of 1 & 2 family dwellings prior to permit issuance	\$ 150.00	flat fee
Permits & Inspections		Re-Inspection Fee	Residential re-inspection fee, 1 free inspection per trade	\$ 80.00	per instance
Permits & Inspections		Residential Unheated Accessory Buildings	Residential Unheated Accessory Buildings - Storage Building, Pump House, etc.	\$100 per instance + trade fees	per instance + trade fees
Permits & Inspections		Residential Additions	Single Family Additions up to 1500 sq. feet	\$ 500.00	per instance
Permits & Inspections		Residential Additions	Single Family Additions over 1500 sq. feet	\$500 + .30/additional sq ft over 1500	per instance
Permits & Inspections		Residential Carport	Carport	\$100 + trade fees	per instance + trade fees
Permits & Inspections		Residential Decks	Decks- covered, uncovered & screened-in	\$150 + trade fees	per instance + trade fees
Permits & Inspections		Residential Unheated Garage Attached/Detached	Residential Unheated Garage Attached/Detached	\$100 + trade fees	per instance + trade fees
Permits & Inspections		Residential Permit Renewal	One time renewal of expired permits after issuance of permit with an approved inspection	50% of original fee	50% of original fee
Permits & Inspections		Residential Renovations/Remodels	Single Family Renovations up to 1500 sq ft	\$ 325.00	per instance
Permits & Inspections		Residential Renovations/Remodels	Single Family Renovations over 1500 sq ft	\$325 + .30/additional sq ft over 1500	per instance
Permits & Inspections		Residential Re-roof	Reroofs on 1 & 2 family dwellings	\$ 80.00	per instance
Permits & Inspections		Residential TCO & TU	Fees for Temporary Certificate of Occupancy & Temporary Utilities	\$ 100.00	for TCO & TU first 30 days
Permits & Inspections		Residential TCO & TU	Fees for renewal of Temporary Certificate of Occupancy & Temporary Utilities	\$ 75.00	per 30 day renewals

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Permits & Inspections		Residential Trade Permit Administrative Fee	Administrative fee for processing refunds of residential trade permits. NOTE: No refunds on permits obtained in error. Verify the permit requirements before creating application.	\$ 40.00	flat fee
Permits & Inspections		Retaining Walls	Residential retaining walls not part of foundation	\$ 150.00	flat fee
Permits & Inspections		Solar Panels	Residential solar panels - ground or roof mounted	\$ 150.00	flat fee
Permits & Inspections		Structural Repair	Residential Structural Repair	\$ 150.00	flat fee
Permits & Inspections		Sun Room	Sun Rooms on 1 & 2 family dwellings	\$150 /+ \$80 per trade	per instance
Permits & Inspections		Swimming Pools	Residential swimming pools	\$150 + \$80 additional per trade	flat fee + trade fees
Permits & Inspections		Trade Permits	Residential electrical, mechanical & plumbing permits	\$ 80.00	per instance
Permits & Inspections		Trade Permits	Commercial electrical, mechanical & plumbing permits	Based on comm. fees	
Permits & Inspections		Working without permit	Fee for working without proper permits - Residential and Commercial	Double Current Permit Fee	
Planning & Development		Adult Establishment License	Business License	\$ 1,000.00	flat fee
Planning & Development		Adult Establishment License	Entertainer License	\$ 1,000.00	flat fee
Planning & Development		Cases Requiring a Public Hearing	Zoning Text Amendment	\$ 750.00	flat fee
Planning & Development		Cases Requiring a Public Hearing	Zoning Map Amendment	\$ 500.00	flat fee
Planning & Development		Cases Requiring a Public Hearing	Zoning Map Amendment - More than 1 lot	\$ 25.00	per each additional lot

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Planning & Development		Cases Requiring a Public Hearing	Zoning Map Amendment- More than 25 Acres	\$ 200.00	per each additional 25 acres * Maximum fee per owner is \$2000.00
Planning & Development		Cases Requiring a Public Hearing	Special Use Permit - Residential	\$ 400.00	flat fee plus an additional \$10.00 per each proposed lot/unit
Planning & Development		Cases Requiring a Public Hearing	Special Use Permit- Commercial/Office/Industrial Development	\$ 500.00	Structures less than 10,000 sq ft
Planning & Development		Cases Requiring a Public Hearing	Special Use Permit- Commercial/Office/Industrial Development	\$ 1,000.00	Structures 10,000 sq ft to less than 50,000 sq ft
Planning & Development		Cases Requiring a Public Hearing	Special Use Permit- Commercial/Office/Industrial Development	\$ 1,500.00	Structures 50,000 sq ft to 100,000 sq ft
Planning & Development		Cases Requiring a Public Hearing	Special Use Permit- Commercial/Office/Industrial Development	\$ 2,000.00	Structures more than 100,000 sq ft

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Planning & Development		Cases Requiring a Public Hearing	Special Use Permit- Commercial/Office/Industrial Development - More than 25 Acres	\$ 200.00	per each additional 25 acres in addition to applicable fees on current fee schedule *Maximum fee per owner is \$2000.00
Planning & Development		Cases Requiring a Public Hearing	Variance (Includes Variances from Other Ordinances Administered by the Department)	\$ 350.00	flat fee
Planning & Development		Cases Requiring a Public Hearing	Variance (Includes Variances from Other Ordinances Administered by the Department) - More than 1 lot	\$ 25.00	per each additional lot in addition to applicable fees on current fee schedule
Planning & Development		Cases Requiring a Public Hearing	Variance (Includes Variances from Other Ordinances Administered by the Department) - More than 25 Acres	\$ 200.00	per each additional 25 acres in addition to applicable fees on current fee schedule *Maximum fee per owner is \$2000.00

Department	Program	Fee Name	Fee Description	FY24 Fee		FY24 unit
Planning & Development		Cases Requiring a Public Hearing	Re-advertisement of Public Hearing due to Applicant Request	\$	150.00	flat fee
Planning & Development		Cases Requiring a Public Hearing	Appeal of Zoning Administrator/Division Manager/Planning Director or other Ordinance Administrator	\$	500.00	flat fee
Planning & Development		Change of Use Fee	Home Occupations, Change of Uses Within Existing Structures, Establishment or Expansion of Land Uses Where Primary Uses of Land Are Outdoors (Excluding Junkyards)	\$	125.00	flat fee
Planning & Development		Copies	Black & White, Legal or Letter Size	\$	0.25	per page
Planning & Development		Copies	Color, Legal or Letter Size	\$	0.35	per page
Planning & Development		Copies	Black & White Plotted	\$	15.00	per page
Planning & Development		Copies	Color, Plotted	\$	15.00	per page
Planning & Development		Erosion & Sedimentation Control	Lot in Subdivision Subject to Sec. 70-68, Hillside Subdivisions	\$	100.00	For 0.25 to less than 1 acre
Planning & Development		Erosion & Sedimentation Control	All Properties, One Acre or Greater Disturbance	\$	525.00	per acre, prorated
Planning & Development		Floodplain Development	Residential Development - Utility Change Out Existing Structure	\$	25.00	flat fee
Planning & Development		Floodplain Development	Residential Development- Single Family Manufactured Home	\$	150.00	flat fee
Planning & Development		Floodplain Development	Residential Development- Single Family Residential Stick Built or Modular	\$	250.00	flat fee
Planning & Development		Floodplain Development	Residential Development- Duplex	\$	350.00	flat fee

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Planning & Development		Floodplain Development	Residential Development- Other Single Family Residential Development (Fill, Non-habitable Buildings, Infrastructure)	\$ 100.00	flat fee
Planning & Development		Floodplain Development	Residential Development- Lateral Addition to Existing Building	\$ 150.00	flat fee
Planning & Development		Floodplain Development	Residential Development- Multiple Residential Lots: Land/Site Development	\$ 400.00	flat fee
Planning & Development		Floodplain Development	Commercial Development- Utility Change-Out of Existing Structure	\$ 25.00	flat fee
Planning & Development		Floodplain Development	Commercial Development- Commercial Structure	\$ 350.00	flat fee
Planning & Development		Floodplain Development	Commercial Development- Commercial Structure Non-habitable (i.e. shed, garage)	\$ 200.00	flat fee
Planning & Development		Floodplain Development	Commercial Development- Lateral Addition to Existing Building	\$ 250.00	flat fee
Planning & Development		Floodplain Development	Commercial Development- Single Commercial Lot: Land/Site Development	\$ 350.00	flat fee
Planning & Development		Floodplain Development	Commercial Development- Multiple Commercial Lots: Land/Site Development	\$ 500.00	flat fee
Planning & Development		Junkyard Permit	Annual Registration	\$ 200.00	flat fee
Planning & Development		Junkyard Permit	New Junkyard	\$ 1,000.00	flat fee
Planning & Development		Manufactured Home Park Permit	Manufactured Home Park	\$ 75.00	flat fee plus an additional \$10.00 per space
Planning & Development		Re-Submittal of Plats Due to Failure or Inadequacies	Re-review of Plats, excluding Major and Minor	\$ 25.00	flat fee
Planning & Development		Re-inspection	All Permits Requiring Site Inspection	\$ 25.00	flat fee
Planning & Development		Retaining Walls	Single Family Residential	\$ 50.00	flat fee

Department	Program	Fee Name	Fee Description	FY24 Fee		FY24 unit
Planning & Development		Retaining Walls	Multi Family, Commercial, Office or Industrial	\$	125.00	flat fee
Planning & Development		Sign Permit	Off-Premise or Illuminated Sign Permit	\$	100.00	flat fee
Planning & Development		Site Plan Review (SPR)	All New Structures, Existing Structure Footprint Changes, and Site Work Projects	\$	25.00	flat fee
Planning & Development		Site Plan Review (SPR)	Residential Resubmittal - This Applies to 3rd and Subsequent Submittals	\$	50.00	flat fee
Planning & Development		Site Plan/Plat Resubmittal	Stormwater and Erosion Control Plans, Minor and Major Subdivisions, and Commercial and Multi-Family Development Site Plans	\$	150.00	flat fee
Planning & Development		Stormwater Management	Up to One Acre Disturbance	\$	525.00	flat fee
Planning & Development		Stormwater Management	One Acre or Greater Disturbance	\$	525.00	per acre, prorated
Planning & Development		Stormwater Management	Renewal of Guarantee of Improvements	\$	100.00	flat fee
Planning & Development		Stormwater Management	Stream Buffer Determination - Site Visit	\$	100.00	flat fee
Planning & Development		Stormwater Management	Partial Release of Guarantee of Improvements	\$	100.00	flat fee
Planning & Development		Street Addressing	Address Determination Letter	\$	35.00	flat fee
Planning & Development		Street Addressing	Private Road Name Change	\$	500.00	flat fee
Planning & Development		Street Addressing	Readdressing Subdivisions 10 Lots or Less	\$	250.00	flat fee
Planning & Development		Street Addressing	Readdressing Subdivision More than 10 Lots	\$	500.00	flat fee
Planning & Development		Subdivision Application Review Fees	Plat Review	\$	25.00	flat fee

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Planning & Development		Subdivision Application Review Fees	Minor Subdivisions (4-10 Lots)	\$ 100.00	flat fee plus additional \$10.00 per lot
Planning & Development		Subdivision Application Review Fees	Minor Subdivisions (4-10 Lots) with Hillside Development	\$ 100.00	in addition to applicable fees based on current fee schedule
Planning & Development		Subdivision Application Review Fees	Major Subdivisions (11 Lots or More)	\$ 200.00	flat fee plus additional \$15.00 per lot
Planning & Development		Subdivision Application Review Fees	Major Subdivisions (11 Lots or More) with Hillside Development	\$ 100.00	In addition to applicable fees based on current fee schedule
Planning & Development		Subdivision Application Review Fees	Revised Plan Review, Minor Subdivision	\$ 25.00	flat fee
Planning & Development		Subdivision Application Review Fees	Revised Plan Review, Major Subdivision	\$ 50.00	flat fee
Planning & Development		Subdivision Application Review Fees	Closeout/As-built Drawing Review	\$ 100.00	flat fee
Planning & Development		Subdivision Application Review Fees	Guarantee of Improvements	\$ 50.00	flat fee
Planning & Development		Subdivision Application Review Fees	Renewal of Guarantee of Improvements	\$ 100.00	Flat fee
Planning & Development		Subdivision Application Review Fees	Partial Release of Guarantee of Improvements	\$ 100.00	flat fee

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Planning & Development		Subdivisions - Hillside	Hillside Development Individual Lot Plan Review	\$ 50.00	In addition to applicable fees based on current fee schedule
Planning & Development		Subdivisions - SS/PR	Exempt Subdivision within Steep Slope/High Elevation Overlay or Protected Ridge Overlay	\$ 50.00	flat fee
Planning & Development		Water Supply Watershed	Single Family Residential	\$ 50.00	flat fee
Planning & Development		Water Supply Watershed	All Other	\$ 100.00	flat fee
Planning & Development		Wireless Communication Facility	Application Review and Processing Fee	\$ 5,000.00	flat fee
Planning & Development		Work / Use Without Permit	All fees shall be double the base fee if land uses, construction, &/or land disturbing activities are commenced before obtaining a permit.	Double Regular Permit Fee	per base fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Single Family (attached and detached) and duplex units	\$ 50.00	per unit
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Residential Addition/Accessory	\$ 25.00	flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Zoning Determination Letter	\$ 35.00	flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Commercial/Office Sign, Addition, or Accessory/Structure	\$ 125.00	Less than 10,000 sq. ft
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Commercial/Office Sign, Addition, or Accessory/Structure	\$ 300.00	10,000 sq. ft to less than 50,000 sq. ft
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Commercial/Office Sign, Addition, or Accessory/Structure	\$ 450.00	50,000 sq. ft to 100,000 sq. ft
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Commercial/Office Sign, Addition, or Accessory/Structure	\$ 600.00	More than 100,000 sq. ft

Department	Program	Fee Name	Fee Description	FY24 Fee		FY24 unit
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations - Vacation Rental (2 unit maximum)	\$	50.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations -Recreational Vehicle (2 unit maximum)	\$	50.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations - Campground (2 unit maximum)	\$	50.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations - Vacation Rental Complex	\$	250.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations - Recreational Vehicle Park (more than 2 units)	\$	250.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations- Campground (more than 2 units)	\$	250.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations - Rooming House	\$	250.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Short Term Accommodations - Bed and Breakfast	\$	250.00	Flat fee
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Multi Family Development (per building shell)	\$	200.00	3-10 units per building
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Multi Family Development (per building shell)	\$	300.00	11-20 units per building
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Multi Family Development (per building shell)	\$	400.00	>20 units per building
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Steep Slope/High Elevation, Protected Ridge, Blue Ridge Parkway Overlay	\$	50.00	in addition to applicable fees based on current fee schedule
Planning & Development		Zoning "By Right" & Use Subject to Special Requirements	Beaverdam Zoning District Review	\$	50.00	In addition to applicable fees based on current fee schedule

Department	Program	Fee Name	Fee Description	FY24 Fee		FY24 unit
PR & Communications		Public Records Request: Adobe PDF		No charge		
PR & Communications		Public Records Request: Certified Copies (each additional page)		\$	2.00	per page
PR & Communications		Public Records Request: Certified Copies (first page)		\$	5.00	per first page
PR & Communications		Public Records Request: Extensive Personnel Time and Use of Technology	Communications and Public Relations reserves the right (under NCGS 132-6.2b) to charge a service fee based on the actual cost incurred for extensive use of information technology resources or labor costs of personnel providing the services.	Varies	\$	-
PR & Communications		Public Records Request: Flash Drive		\$	3.95	per flash drive
PR & Communications		Public Records Request: Hard Copies	BXW / Color	\$	0.10	per page
PR & Communications		Public Records Request: Postage		Varies		based on rates set by the United States Postal Service
Recreation Services	Enka Sports Park	Facility Rental - Volleyball Court	Fee for renting out various facilities to a nonprofit, school, or government organization	\$	25.00	per hour
Recreation Services	Enka Sports Park	Facility Rental - Bocce Ball Court	Fee for renting out various facilities to a private or for profit organization	\$	25.00	per hour
Recreation Services		Soccer Field Rental - Class 1	For a nonprofit, school, or government organization	\$	40.00	per hour
Recreation Services		Soccer Field Rental - Class 2	For a private or for profit organization	\$	50.00	per hour
Recreation Services		River Park Rental- Class 1	Fee for renting out a river park to a nonprofit, school, or government organization	\$	400.00	per day
Recreation Services		River Park Rental- Class 2	Fee for renting out a river park to a private or for profit organization	\$	600.00	per day

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Recreation Services		Large Picnic Shelter	Daily rental of a covered picnic area	\$ 100.00	per day
Recreation Services		Small Picnic Shelter		\$ 75.00	per day
Recreation Services		Disc Golf Course Rental	Exclusive use of a disc golf course	\$600.00 or \$120.00	per day or per hour
Recreation Services		Full Park Rental - Class 1	Exclusive park use with fields and restrooms for a non-profit organization	\$ 2,500.00	per day
Recreation Services		Full Park Rental - Class 2	Exclusive park use with fields and restrooms for a private organization	\$ 3,500.00	per day
Recreation Services		Vendor Fees per Space	A fee charged to vendors selling goods at park events and programs	\$ 25.00	per day
Recreation Services		Cleaning Deposit	A deposit/cleaning fee to be refunded once shelter is cleaned out	\$ 50.00	per shelter usage
Recreation Services	Lake Julian	Alcohol Permit	Allows for the consumption of alcohol in a picnic shelter that has been paid for	\$ 75.00	per day
Recreation Services	Lake Julian	Annual Boat Launch	From month of purchase	\$ 50.00	per year
Recreation Services	Lake Julian	Annual Fishing Permit	One year from date of purchase	\$ 25.00	per year
Recreation Services	Lake Julian	Annual Sailboat Fee	Allows for on site sailboat storage at Lake Julian (runs from Jan to Dec)	\$ 700.00	per year
Recreation Services	Lake Julian	Boat Launch without a trailer	For putting one's watercraft on the lake	\$ 8.00	per day
Recreation Services	Lake Julian	Boat Launch with trailer	For putting one's larger watercraft that requires a trailer parking on the lake	\$ 12.00	per day
Recreation Services	Lake Julian	Canoe/Kayak Storage	Allows for on site canoe/kayak storage at Lake Julian (runs from Jan to Dec)	\$ 400.00	per year
Recreation Services	Lake Julian	Daily Fishing Permit		\$ 4.00	per day
Recreation Services	Lake Julian	Jon Boat 4 hours		\$ 16.00	per 4 hours

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Recreation Services	Lake Julian	Jon boat all day		\$ 30.00	per day
Recreation Services	Lake Julian	Lifetime Fishing Permit	For people 70+ or the disabled	\$ 10.00	lifetime
Recreation Services	Lake Julian	Locker	Additional charge for use of a storage locker at the sailboat storage area	\$ 50.00	per year
Recreation Services	Lake Julian	Paddle Boat 1 hour		\$ 12.00	per hour
Recreation Services	Lake Julian	Paddle Boat 1/2 hour		\$ 8.00	30 min
Recreation Services	Lake Julian	Senior & Veteran Annual Fishing Permit	For people 65+ and veterans	\$ 10.00	per year
Recreation Services	Lake Julian	Senior & Veteran Daily Fishing Permit	For people 65+ and veterans	\$ 3.00	per day
Recreation Services	Lake Julian	Wetslip	Additional charge for someone storing their sailboat in the water instead of on a trailer	\$ 200.00	per year
Recreation Services	Lake Julian	Pontoon Boat Rental - Class 1	Non-profit usage of the Pontoon Boat	\$ 30.00	per hour
Recreation Services	Lake Julian	Pontoon Boat Rental - Class 2	Private usage of the Pontoon Boat	\$ 50.00	per hour
Register of Deeds		Additional subsequent Instrument Index Reference, each (Assignments only)	This fee is added to a document that has additional subsequent instruments attached	\$ 10.00	per Additional Subsequent Instrument
Register of Deeds		Birth Certificate Amendment	This fee is charged to customers doing certain amendments to birth certificates	\$ 39.00	per Amendment
Register of Deeds		Birth/Death certificate plain copy	This fee is charged to customers getting an uncertified copy or birth/death certificate	\$ 0.25	per Copy
Register of Deeds		Certified Birth Certificate	This fee is charged to customers getting a certified copy of a birth/death/marriage certificate	\$ 10.00	per Certificate
Register of Deeds		Certified copies of condo plans	This fee is charged to customers for certified copies of condo plans	\$ 5.00	per Copy

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Register of Deeds		Certified copies of recordings; 1st page	This fee is charged to customers for the first page of a certified copy of recorded documents	\$ 5.00	per 1st page
Register of Deeds		Certified copies of recordings; each additional page	This fee is charged to customers for each additional page after the first of a certified copy of recorded documents	\$ 2.00	per add'l page
Register of Deeds		Certified copy of a plat	This fee is charged to customers for a certified copy of a plat	\$ 5.00	per Plat
Register of Deeds		Certified Death Certificate	This fee is charged to customers getting a certified copy of a death certificate	\$ 10.00	per Certificate
Register of Deeds		Certified Marriage Certificate	This fee is charged to customers for each certified copy of a marriage certificate	\$ 10.00	per Certificate
Register of Deeds		Condo Plans	This fee is charged to customers to record condo plans	\$ 21.00	per Page
Register of Deeds		Delayed Birth Certificate	This fee is charged to customers that need to have a delayed birth certificate created by the State	No Charge	per Delayed Birth Certificate
Register of Deeds		Department of Transportation Right of Way Plans: 1st page	This fee is charged for the recording of the 1st page of a DOT Right of Way plan	\$ 21.00	per 1st page
Register of Deeds		Department of Transportation Right of Way Plans: each add'l page	This fee is charged for the recording of every page after the 1st page of a DOT Right of Way Plan	\$ 5.00	per add'l page
Register of Deeds		Legitimation	This fee is charged to legitimize a birth	\$ 39.00	per Legitimation
Register of Deeds		Marriage Certificate plain copy	This fee is charged to customers for each uncertified copy of a marriage certificate	\$ 0.25	per Copy
Register of Deeds		Marriage License Application	This fee is charged to receive a marriage license	\$ 60.00	per Application
Register of Deeds		Multiple Instruments Fee	This fee is added to any document that has multiple instruments attached as one recording	\$ 10.00	per Document

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Register of Deeds		Nonstandard Documents	This fee is added to any document that doesn't meet set State requirements	\$ 25.00	per Nonstandard Document
Register of Deeds		Notary Certification	This fee is charged to customers to verify that a Notary is still qualified to be a Notary in Buncombe County	\$ 5.00	per Certification
Register of Deeds		Notary Oath	This fee is charged to customers to administer the Notary Oath to, for them to become Notaries	\$ 10.00	per Oath
Register of Deeds		Plats	This fee is charged to customers to record a plat	\$ 21.00	per Page
Register of Deeds		Recording all real estate document (except for Deeds of Trust or Mortgages): Each additional page	This fee is charged to record any page after the first 15 pages of any document except for Deeds of Trust or Mortgages	\$ 4.00	per additional page after 15
Register of Deeds		Recording all real estate document: Extra party names over the first 20 party names	This fee is charged to record every additional party name after the first 20 party names of any recorded document	\$ 2.00	per Name
Register of Deeds		Recording Deeds of Trust and Mortgages: Each additional page	This fee is charged to record any page after the first 35 pages of Deeds of Trust or Mortgages	\$ 4.00	per additional page after 35
Register of Deeds		Recording Deeds of Trust and Mortgages: The first 35 pages	This fee is charged to record the first 35 pages of Deeds of Trust or Mortgages	\$ 64.00	Up to the first 35 pages
Register of Deeds		Recording real estate document (except for Deeds of Trust or Mortgages): First 15 Pages	This fee is charged to record the first 15 pages of any document except for Deeds of Trust or Mortgages	\$ 26.00	Up to the first 15 pages
Register of Deeds		UCC recordings: 1 - 2 pages	This fee is charged to customers for the recording of UCC's that are 1 - 2 pages	\$ 38.00	per Document
Register of Deeds		UCC recordings: 3 - 10 pages	This fee is charged to customers for the recording of UCC's that are 3 - 10 pages	\$ 45.00	per Document
Register of Deeds		UCC recordings: over 10 pages	This fee is charged to customers for the recording of UCC's that are over 10 pages	\$ 2.00	per add'l page over 10 pages

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Register of Deeds		Uncertified copies of condo plans	This fee is charged to customers for uncertified copies of condo plans	\$ 1.50	per Copy
Register of Deeds		Uncertified copies of plats	This fee is charged to customers for an uncertified copy of a plat	\$ 1.50	per Plat
Register of Deeds		Uncertified copies of recordings	This fee is charged to customers for uncertified copies of recorded documents	\$ 0.25	per Page
Sheriff's Office	Animal Services	Trap deposit	Refundable deposit for use of dog traps	\$ 40.00	per unit
Sheriff's Office	Civil Process	Service Fee	This fee is charged for service of civil process originating in NC courts.	\$ 30.00	per person served
Sheriff's Office	Civil Process	Service Fee	This fee is charged for service of civil process originating outside NC	\$ 50.00	per person served
Sheriff's Office		Real Time Intelligence Monitoring		\$ 60.00	per camera, per year
Solid Waste	Landfill	33-gallon bags		\$ 2.00	per bag
Solid Waste	Landfill	4ft Fluorescent Light Bulbs	Up to 5 free each HHW	\$ 1.00	per bulb
Solid Waste	Landfill	8ft Fluorescent Light Bulbs	Up to 5 free each HHW	\$ 1.00	per bulb
Solid Waste	Landfill	All Tires on rim		\$ 2.00	per tire
Solid Waste	Landfill	Bagged Leaves		\$ 1.00	per bag
Solid Waste	Landfill	Co-Mingled Recycling (Blue Bag)		No charge	per bag
Solid Waste	Landfill	Computer monitors		\$ 10.00	per monitor
Solid Waste	Landfill	Corrugated Cardboard		No charge	per trip
Solid Waste	Landfill	Electronic recycling (limit 5 units)		\$ 0.30	per pound
Solid Waste	Landfill	Farm Animals		\$ 50.00	per animal
Solid Waste	Landfill	Flammable Liquids (i.e. gas, kerosene)		\$ 2.00	per gallon
Solid Waste	Landfill	Friable asbestos	\$100 minimum	\$ 100.00	per ton
Solid Waste	Landfill	Large farm animals (i.e. cow, horse)		\$ 100.00	per animal
Solid Waste	Landfill	Less than 33-gallon bag		\$ 1.00	per bag
Solid Waste	Landfill	Motor oil (5 gallon per household limit monthly),antifreeze, lead acid batteries		No charge	per trip
Solid Waste	Landfill	Mulch sale		\$ 20.00	per 4 yards

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Solid Waste	Landfill	Paint and Paint related items		\$ 2.00	per gallon
Solid Waste	Landfill	Pesticides, herbicides, insecticides		No charge	per trip
Solid Waste	Landfill	Pick-up trucks, vans, small trailers	Pick-up trucks, vans, small trailers (compacted or otherwise) of solid wastes which contain less than 5% by weight or volume of any of the following wastes will pay at the Landfill: \$45/ton corrugated cardboard, untreated wood products suitable for mulching, concrete, cinder blocks, brick, concrete with steel or any type metals. First violation above the 5% limit: \$86/ton Second violation or any subsequent violation occurring within 6 months of the first violation: \$129/ton	\$ 45.00	per ton
Solid Waste	Landfill	Residential Sharps		No charge	per trip
Solid Waste	Landfill	Scrap Metal		No charge	per trip
Solid Waste	Landfill	Special Disposal Accommodation	\$100 minimum	\$ 100.00	per ton
Solid Waste	Landfill	Televisions		\$ 10.00	per television
Solid Waste	Landfill	Tires w/proper certification form		No charge	per trip
Solid Waste	Landfill	Tires without form		\$ 2.00	per tire

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Solid Waste	Landfill	Trucks, roll-offs, flat beds	All trucks, roll-offs, or flat bed (compacted or otherwise) of solid wastes which contain less than 5% by weight or volume of any of the following wastes will pay \$45/Ton at the Landfill: corrugated cardboard, untreated wood products suitable for mulching, concrete, cinder blocks, brick, concrete with steel or any type metals.	\$ 45.00	per ton
			First violation above the 5% limit: \$86/ton		
			Second violation or any subsequent violation occurring within 6 months of the first violation: \$129/ton		
Solid Waste	Landfill	White Goods		No charge	per trip
Solid Waste	Landfill	Wood Pallets	\$10 minimum	\$ 30.00	per ton
Solid Waste	Landfill	Yard waste, untreated wood, limbs	\$10 minimum	\$ 30.00	per ton
Solid Waste	Landfill	Uncovered/Unsecured Load	Cars, pick-ups, or trailers	\$ 10.00	per load
Solid Waste	Landfill	Uncovered/Unsecured Load	Commercial and all other vehicles	\$ 25.00	per load
Solid Waste	Transfer Station	33-gallon bags		\$ 2.00	per bag
Solid Waste	Transfer Station	Co-Mingled Recycling (Blue Bags)		No charge	per bag
Solid Waste	Transfer Station	Corrugated cardboard		No charge	per trip
Solid Waste	Transfer Station	Lead acid batteries		No charge	per trip
Solid Waste	Transfer Station	less than 33-gallon bag		\$ 1.00	per bag

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Solid Waste	Transfer Station	Pick-up trucks, vans, small trailers	Pick-up trucks, vans, small trailers (compacted or otherwise) of solid wastes which contain less than 5% by weight or volume of any of the following wastes will pay \$52/Ton at the Transfer Station: corrugated cardboard, untreated wood products suitable for mulching, concrete, cinder blocks, brick, concrete with steel or any type metals. First violation above the 5% limit: \$94/ton Second violation or any subsequent violation occurring within 6 months of the first violation: \$141/ton	\$ 52.00	per ton
Solid Waste	Transfer Station	Residential Sharps		No charge	per trip
Solid Waste	Transfer Station	Scrap Metal		No charge	per trip
Solid Waste	Transfer Station	Trucks, roll-offs, flat beds	All trucks, roll-offs, or flat bed (compacted or otherwise) of solid wastes which contain less than 5% by weight or volume of any of the following wastes will pay \$52/Ton at the Transfer Station: corrugated cardboard, untreated wood products suitable for mulching, concrete, cinder blocks, brick, concrete with steel or any type metals. First violation above the 5% limit: \$94/ton Second violation or any subsequent violation occurring within 6 months of the first violation: \$141/ton	\$ 52.00	per ton
Solid Waste	Transfer Station	White Goods		No charge	per trip
Solid Waste	Transfer Station	Uncovered/Unsecured Load	Cars, pick-ups, or trailers	\$ 10.00	per load

Department	Program	Fee Name	Fee Description	FY24 Fee	FY24 unit
Solid Waste	Transfer Station	Uncovered/Unsecured Load	Commercial and all other vehicles	\$ 25.00	per load
Tax Assessment		Aerial Maps	this fee is charged when taxpayers request a copy of an aerial map	\$ 10.00	per PIN#
Tax Assessment		Non-Aerial Maps	this fee is charged when taxpayers request a copy of a non-aerial map	\$ 5.00	per PIN#
Tax Assessment		Property record card	this fee is charged when taxpayers request copies of the property record card	\$ 1.00	per PIN#
Tax Assessment		Reports	this fee is charged when taxpayers request reports such as Adjacency Reports	\$ 1.00	per PIN#
Tax Collections		Returned Payment Fee	Fee to cover costs of processing returned payments of any type (e.g., check, bank draft)	\$25.00 or minimum required by statute	per returned payment
Transportation	Mountain Mobility	Deviated Fixed Route - Single Trip		No charge	per trip
Transportation	Mountain Mobility	Rural General Public - Single Trip		No charge	per trip



FY2024 Recommended Budget

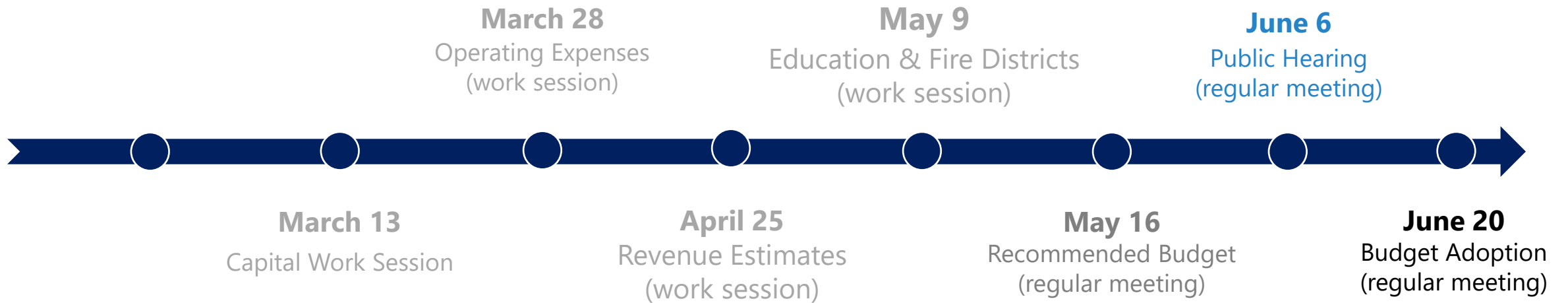
Presented by

John Hudson, Budget Director

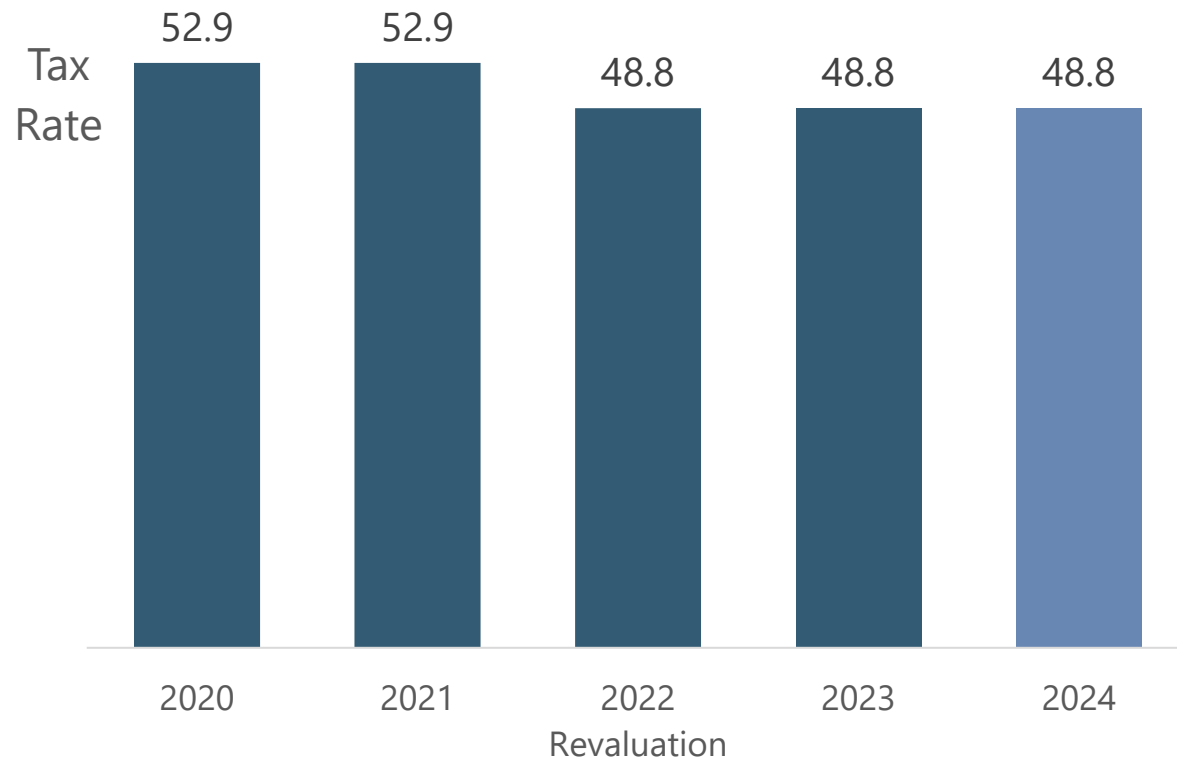
June 6, 2022



Budget Process



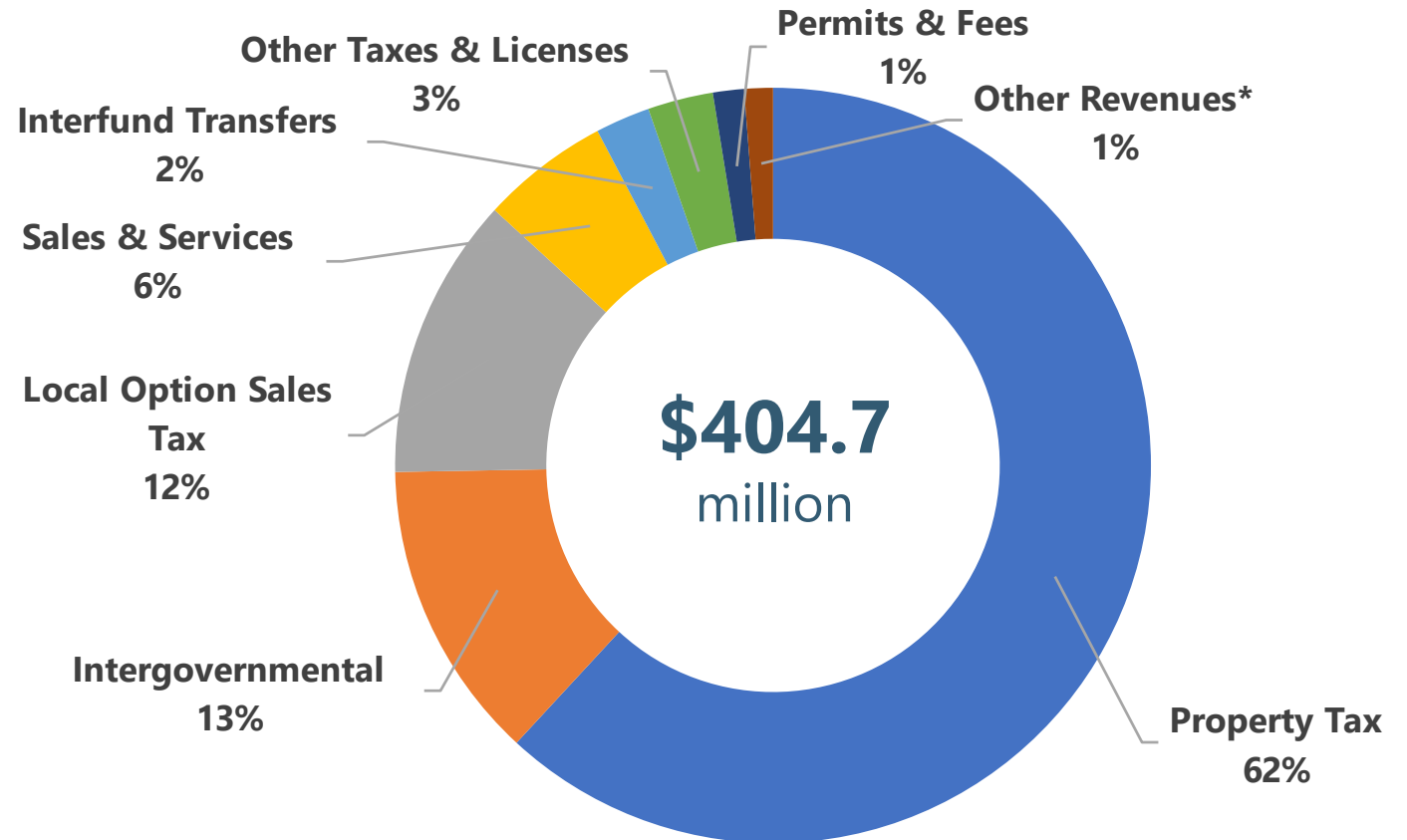
FY2024 Recommended General Fund Budget



Revenue Budget by Source

(millions of \$)

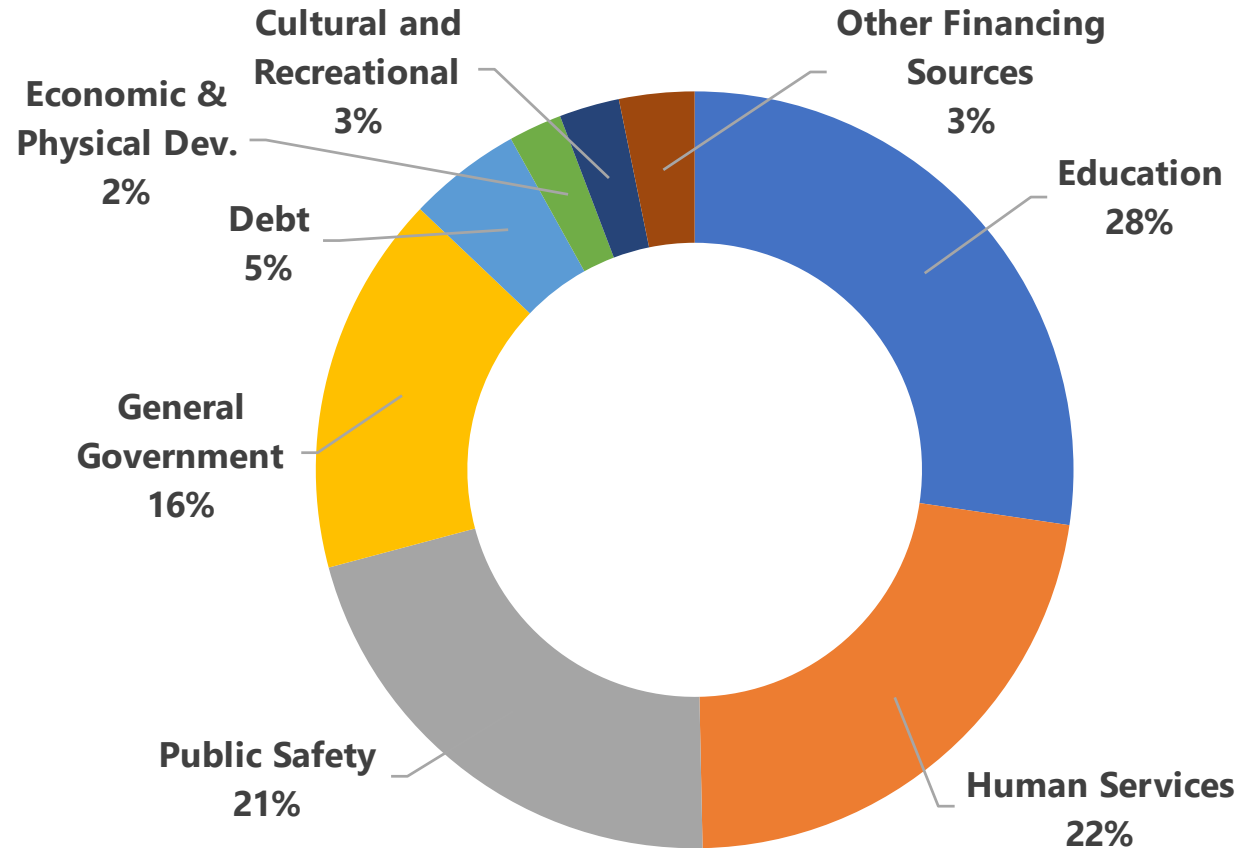
Revenue Source	FY2024 Recommended
Property Tax	250.4
Intergovernmental	52.0
Local Option Sales Tax	48.9
Sales & Services	22.2
Interfund Transfers	9.5
Other Taxes & Licenses	11.3
Permits & Fees	5.4
Other Revenues*	4.9
Total	404.7
Appropriated Fund Balance	18.8
Total	423.6



Expenditure Budget by Function

(millions of \$)

Function	FY2024 Recommended
Education	115.8
Human Services	94.6
Public Safety	89.7
General Government	68.9
Debt	20.5
Economic & Physical Dev.	9.7
Cultural and Recreational	10.9
Other Financing Sources	13.6
Total	423.6



Education System (millions of \$)	FY2024 Recommended	Increase v. FY23 Amended	FY2024 Increase (%)
AB Tech	8.1	.4	5.0%
Asheville City Schools	16.8	1.6	10.3%
Buncombe County Schools	90.3	8.4	10.3%
Total	115.3	10.4	10%

Note: FY2023 amended budget as of May 31, 2023



Priority / Department	New Positions
Continuum of Care/Homelessness	1
Library	1
Public Safety	24
911 Operations	2
Emergency Services	19
Sheriff's Office	3
Infrastructure	3
Planning	3

\$1.8M

28 Budget Retreat Priority Positions

Priority / Department	New Positions
All Other	16
County Manager	1
Division of Social Services	1
Elections	1
Fleet Services	1
General Services	1
Information Technology	1
Library	6
Public Health	2
Recreation Services	1
Tax Assessment	1

Fund	New Positions
Internal Service Fund	1

\$1.2M

16 Remaining General Fund Positions

\$79K

1 Internal Service Fund Position

FY24 Recommended Capital Projects	Amount	Proposed Funding
Fire Station Alerting/Paging	2.0	Debt
35 Woodfin St. Renovation for Forward Facing Building	8.3	Debt
County Courthouse Repair	15.1	Debt
New Storage Facility - Design	4.2	Debt
200 College St. Renovation	2.5	Debt
Detention Center Facility Assessment Renovation & Repair	1.3	Capital Funds
Comprehensive Facility Assessment Renovation & Repair	1.2	Capital Funds
Countywide Paving (includes Lake Julian Park)	3.0	Debt
Total	37.7	



Program	Amount
Early Childhood Education & Development Fund	\$ 3,896,756
Affordable Housing Support	\$ 2,311,845
Home and Community Care Block Grant Funding/Supplemental Aging Funds	\$ 2,200,000
Strategic Partnership Grants	\$ 900,000
Juvenile Crime Prevention Council Funding	\$ 644,477
Isaac Coleman Economic Community Investment Grants	\$ 500,000
Tipping Point Grants	\$ 100,000
Community Recreation Grants	\$ 99,655

Tax District	FY2023 Tax Rate	FY2024 Requested Tax Rate	FY2024 Recommended Tax Rate
Asheville City Schools	10.62	12.00	10.62
Asheville Special	8.36	8.36	8.36
Asheville Suburban	8.97	8.97	8.97
Barnardsville	22.00	22.00	22.00
Broad River	16.00	16.00	16.00
East Buncombe	10.69	10.69	10.69
Enka-Candler	10.50	12.00	12.00
Fairview	14.50	14.50	14.50
French Broad	17.20	22.20	22.20
Garren Creek	13.84	13.84	13.84
Jupiter	10.75	12.75	12.75

Tax District	FY2023 Tax Rate	FY2024 Requested Tax Rate	FY2024 Recommended Tax Rate
Leicester	14.03	14.03	14.03
North Buncombe	10.77	10.77	10.77
Reems Creek	15.07	15.07	15.07
Reynolds	11.24	11.24	11.24
Riceville	14.60	16.60	16.60
Skyland	9.80	9.80	9.80
Swannanoa	14.00	14.00	14.00
Upper Hominy	16.56	19.00	19.00
West Buncombe	13.50	13.50	13.50
Woodfin	10.59	10.59	10.59

Annual Fund	Expenditures
General Fund	\$ 423,560,422
Fire & Service Districts Special Revenue Fund	\$ 67,274,346
Health, Employment, Property & Casualty Insurance Internal Service Fund	\$ 42,868,051
Occupancy Tax Special Revenue Fund	\$ 40,000,000
Solid Waste Enterprise Fund	\$ 15,740,861
Mountain Mobility Special Revenue Fund	\$ 6,612,501
School Fines & Forfeitures Fund	\$ 2,000,000
911 Special Revenue Fund	\$ 1,281,885
Asheville - Buncombe Air Quality Agency Fund	\$ 1,116,668
PDF Woodfin Special Revenue Fund	\$ 788,428
Tax Reappraisal Fund	\$ 685,000
Representative Payee Fund	\$ 500,000
Inmate Commissary & Welfare Fund	\$ 483,587
ROD Trust Fund	\$ 400,000
Real-Time Intelligence Center Enterprise Fund	\$ 169,000
ROD Automation Special Revenue Fund	\$ 150,050
Forfeitures Fund	\$ 120,000
Annual Funds Total	\$ 603,750,799

The following materials are available for review with the May 16th agenda at www.BuncombeCounty.org/Commissioners:

- FY2024 Recommended Budget in Brief, which includes:
 - County Manager's message
 - Recommended Capital Improvement Plan (CIP)
 - Recommended community funding awards
- Interactive Budget Explorer
- FY2024 Fee Schedule



- Conduct public hearing
- Address any needed changes
- Budget Adoption on June 20





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 6/6/2023

New Business

Department: Solid Waste

Presenter(s): Dane Pedersen

Contact(s): Dane Pedersen / Michael Frue

Subject: Waste Pro Franchise Extension

Brief Summary: Waste Pro currently holds the exclusive franchise for collection and disposal of residential solid waste and recyclables in unincorporated areas of Buncombe County for a five (5) year term beginning January 1, 2020 and ending December 31, 2024. This franchise may be extended by the County, in its sole discretion, for two (2) additional terms of two (2) years each.

Solid Waste staff have reviewed Waste Pro's contract compliance as well as its activities and facilities and find that Waste Pro has substantially complied with all terms, conditions, and provisions of the Franchise. This review included surveys of community members and discussions with the Environmental and Energy Stewardship Subcommittee which recommends an extension.

If this Board is in favor of extending the Franchise term, staff will take appropriate actions to work with Waste Pro to extend the Franchise for two (2) additional terms of two (2) years each. The extension would be accomplished by passage of an Ordinance to be approved at two (2) regular meetings of the Board.

Recommended Motion & Requested Action: Direct staff to proceed with the Waste Pro Franchise Extension.

County Manager's comments and Recommendation: Approve as presented.



Residential Waste Collection Update

Presented by
Dane Pedersen
Solid Waste Director



Contract Background

- Waste Pro is current service provider
- Franchise waste collections contract started Jan. 1, 2020
- 5 Year contract with (2) 2 year extension options
- Weekly trash and every other week recycling collection in the unincorporated areas of Buncombe County
- Subscription based program
- Currently 33,600 subscribers



Contract Decision

- Base term of contract set to expire on Dec 31, 2024
- Contract requirement for County to formally notify Waste Pro by August of this year if extension

Can use contract option to extend Waste Pro for 2 or 4 years that would carry through December 31, 2026 or 2028

Extension can include renegotiation of services

OR

Option to seek competitive bids for these services that would need to be sent out by early 2024



County	Cost	Provider
Henderson County	\$27.45 (trash/recycling weekly)	Waste Pro
Forsyth County (1)	\$26.67 (trash/recycling 2/month)	ABC Garbage
Guilford County	\$25.50 (trash/recycling 2/month)	Republic
Forsyth County (2)	\$24.42 (trash/recycling 2/month)	GFL
Buncombe County (exclusive franchise)	\$22.50 (trash/recycling 2/month)	Waste Pro
Catawba County (exclusive franchise)	\$21.57 (trash/recycling 2/month)	Republic



Survey Results

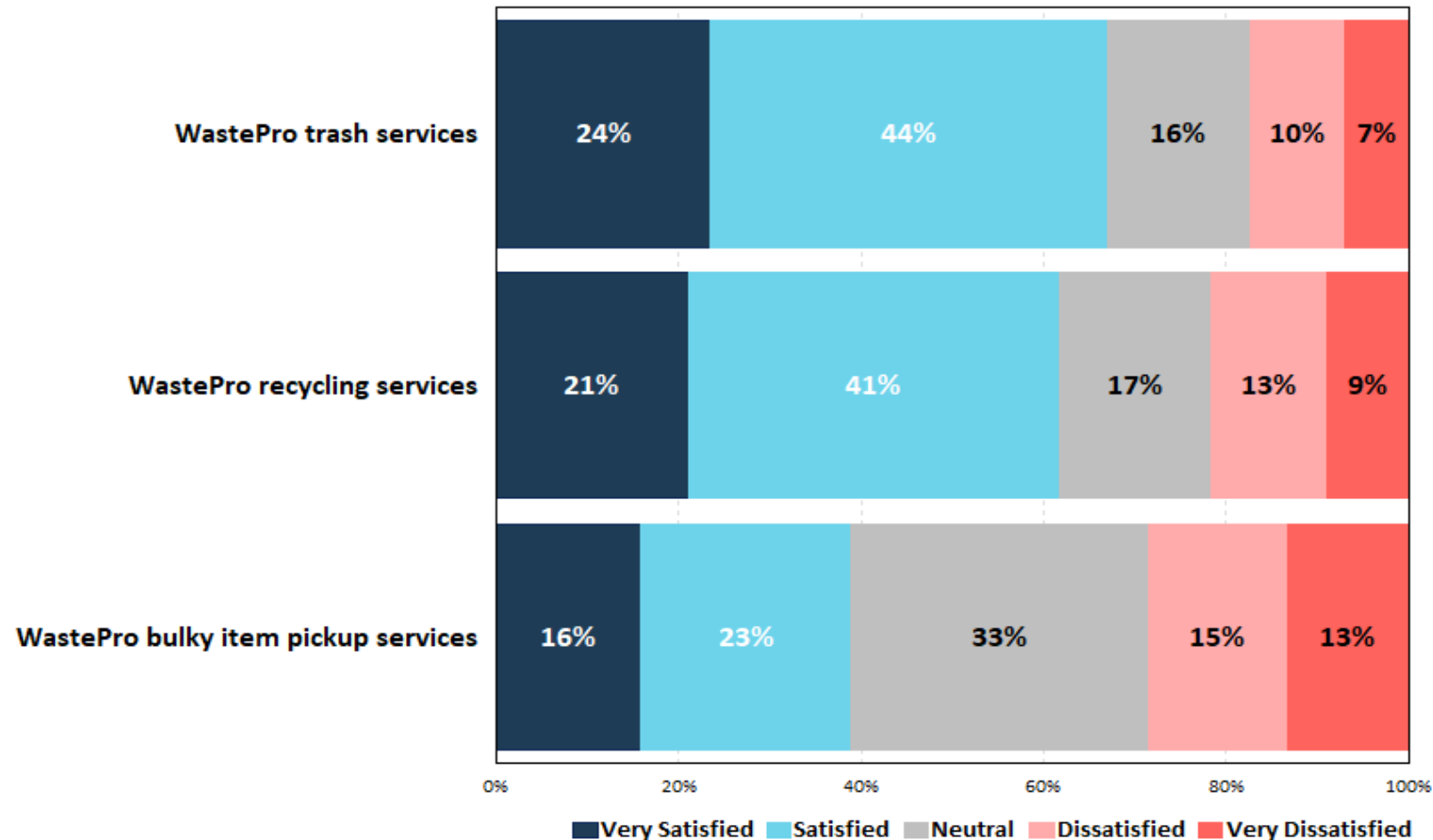
1. Customer Satisfaction
2. Any additional/different services?
3. Surveys Completed-1,383
 - Current Waste Pro Customers-1,229
 - Former Waste Pro Customers-110
 - Eligible Residents Who Never Subscribed-44



Community Survey Results

Q17a. Level of Satisfaction with Solid Waste Services

by percentage of respondents that use WastePro services using a 5-point scale, where 5 means *very satisfied* and 1 means *very dissatisfied*
(excluding *don't know* responses)



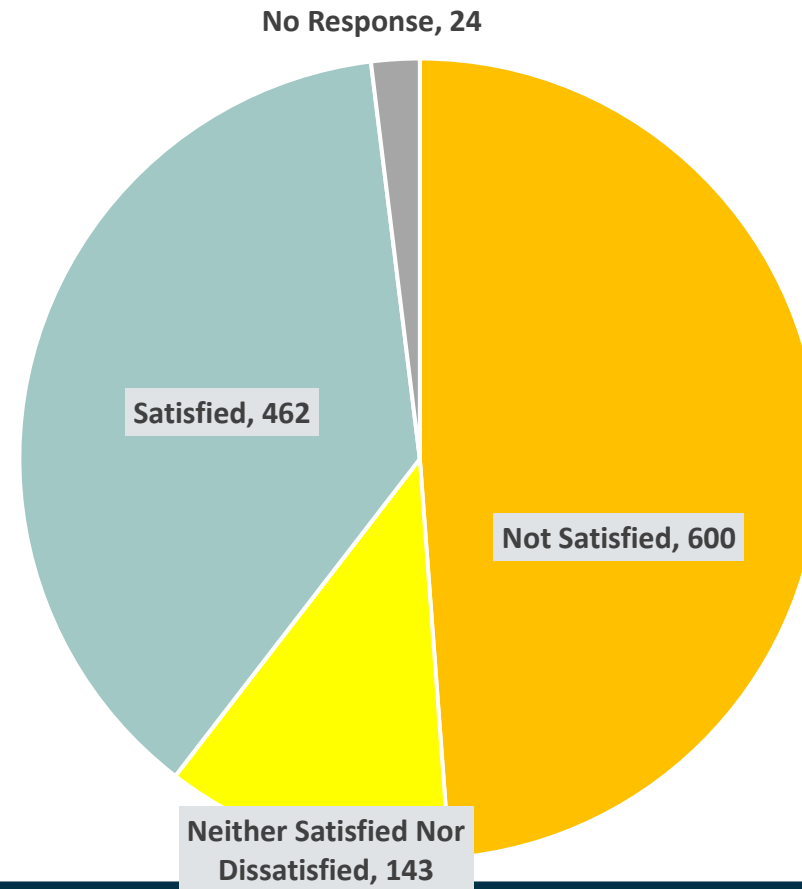
Statistically valid
random sample

68% of residents are very satisfied or satisfied with Waste Pro trash services



Open Survey Results

Are you Satisfied with Waste Pro's Service?

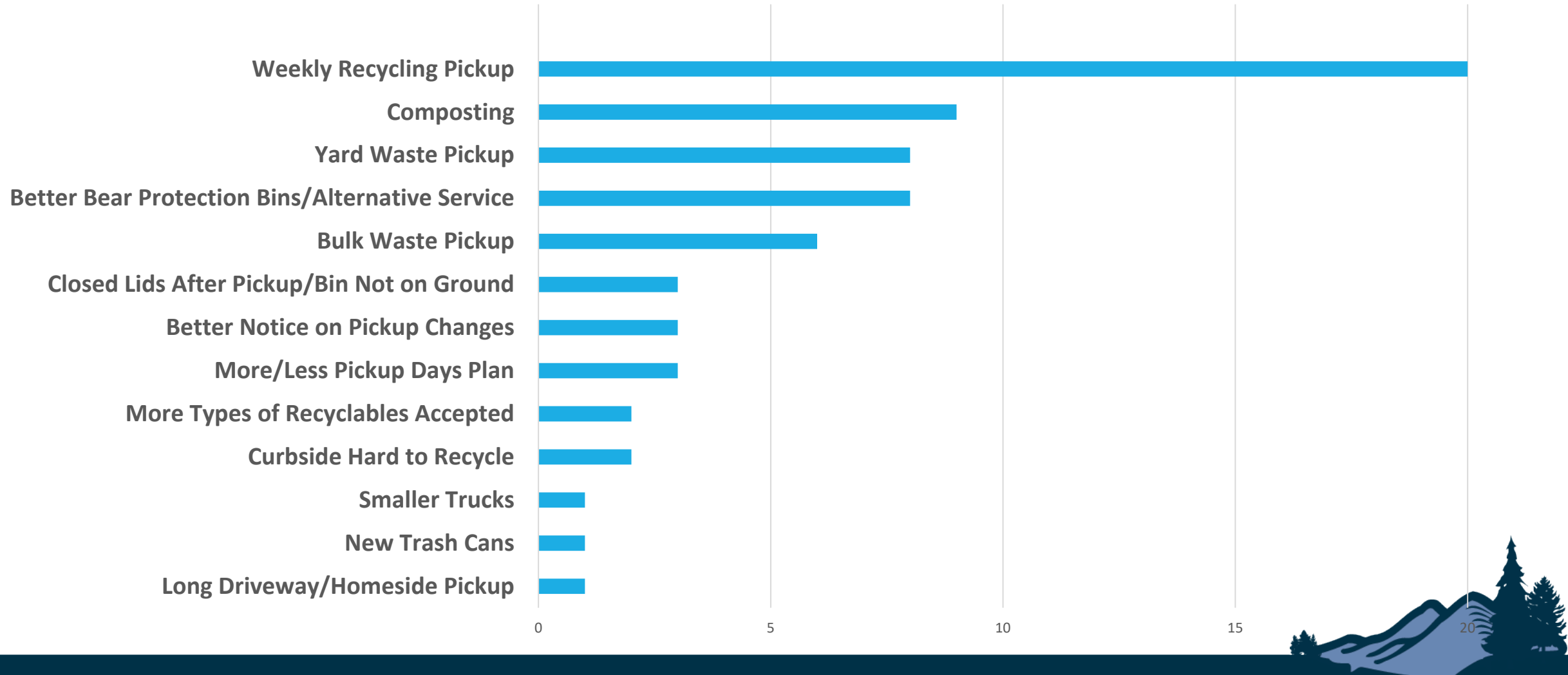


METHODOLOGY: Survey was open to all residents



Open Survey Results

Requested Additional Waste Pro Services

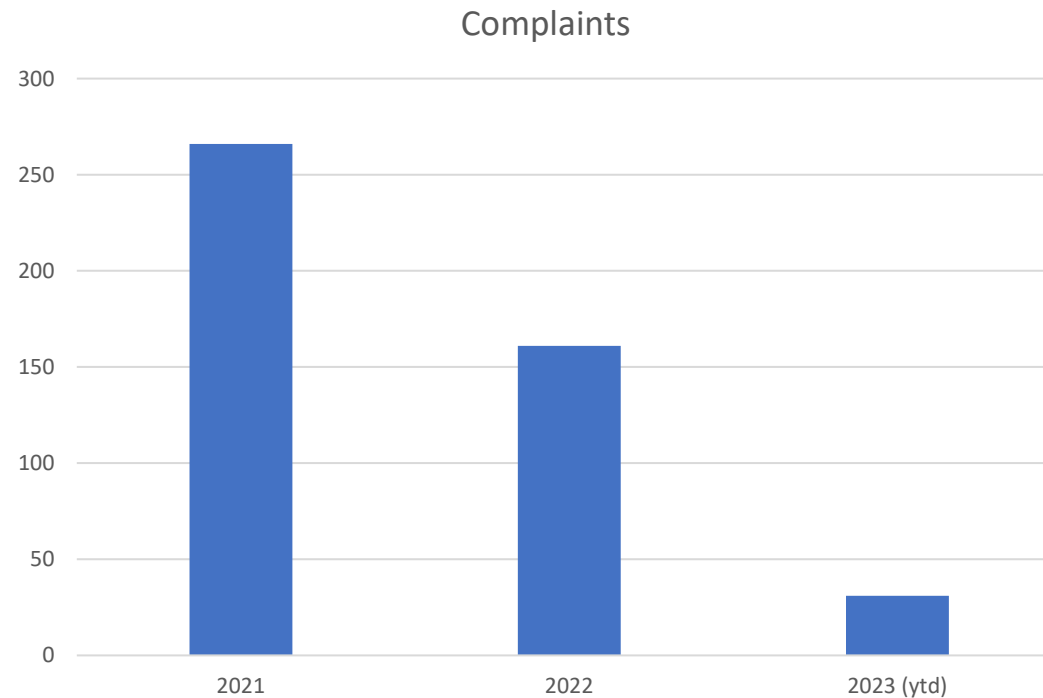


Contractor Performance

- Over 7.87 Million waste and recycling collection events
- \$42,700 fines in liquidated damages
- Fines primarily associated with missed collection



Waste Pro Complaints



Majority of complaints have been for missed trash/recycling pick up.

Liquidated Damages: \$14,500 in fines associated with missed service or non-compliance items

31 complaints received in 2023, thus far



Env Subcommittee Recommendation

- Environmental Subcommittee made recommendation to support using contract extension
- Work with Waste Pro to negotiate certain terms of contract identified through outreach



1. Notify Waste Pro of BOC's intent
2. If franchise extension is selected, 2 votes needed to approve



Questions?





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 6/6/2023

New Business

Department: Governing Board

Presenter(s): Lamar Joyner

Contact(s): Lamar Joyner

Subject: Board Meeting Time/Schedule Change

Brief Summary: Members of the BOC asked staff to provide options for alternative meeting times to allow more adequate time for closed session discussion items.

Commissioners discussed and expressed interest in trying a day meeting on the first meeting of the month that would start with the Briefing at 9am and the Regular Meeting at 10am, with a closed session as needed. The second meeting of the month would remain the same, with Briefing starting at 3pm and the Regular Meeting beginning at 5pm.

The new meeting schedule would go into effect in July, but since the first meeting in July has been cancelled, the first day meeting would happen August 1st.

Recommended Motion & Requested Action: Recommend adopting the new meetings schedule.

County Manager's comments and Recommendation: Approve as presented

RESOLUTION # _____

RESOLUTION SETTING
REGULAR MEETING SCHEDULE

WHEREAS, pursuant to North Carolina General Statutes § 153A-40 a board of commissioners may by resolution fix the time and place of its regular meetings.

WHEREAS, this Board desires to fix its schedule for all its regular meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That this Board will hold its regular meetings on the first and third Tuesdays of every month except as indicated below.
2. That the first Tuesday regular meeting will begin at 10:00 a.m. in the Commission Chambers located at 200 College Street, Room 326 in downtown Asheville.
3. That the Board will also hold a Briefing Agenda meeting with staff beginning at 9:00 a.m. on the first Tuesday of the month in the Commission Chambers.
4. That the third Tuesday regular meeting will begin at 5:00 p.m. in the Commission Chambers.
5. That the Board will also hold a Briefing Agenda meeting with staff beginning at 3:00 p.m. on the third Tuesday of the month in the Commission Chambers.
6. That in even numbered years, this Board will hold its first regular meeting of November on the first Thursday of November, and this Board will hold its first regular meeting of December on the first Monday of December.
7. That the Clerk to the Board shall cause a copy of this resolution to be posted on the courthouse bulletin board and a summary of it to be published and posted to the County web site in accordance with North Carolina General Statutes.

8. That this resolution shall become effective August 1, 2023.

This the 6th of June, 2023.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

Lamar Joyner, Clerk

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM

County Attorney

2023 BOC Meeting Schedule (tentative)

Meetings occur the 1st and 3rd Tuesday of every month (unless specified) in the Commissioner's Chambers located at 200 College Street, 3rd floor.

Meeting Date	Meeting Time/Type
Jan 3 rd	3pm- Briefing, 5pm- Regular BOC meeting
Jan 17 th	3pm- Briefing, 5pm- Regular BOC meeting
Feb 7 th	3pm- Briefing, 5pm- Regular BOC meeting
Feb 21 st	3pm- Briefing, 5pm- Regular BOC meeting
March 7 th	3pm- Briefing, 5pm- Regular BOC meeting
March 21 st	3pm- Briefing, 5pm- Regular BOC meeting
April 4 th	3pm- Briefing, 5pm- Regular BOC meeting
April 18 th	3pm- Briefing, 5pm- Regular BOC meeting
May 2 nd	3pm- Briefing, 5pm- Regular BOC meeting
May 16 th	3pm- Briefing, 5pm- Regular BOC meeting
June 6 th	3pm- Briefing, 5pm- Regular BOC meeting
June 20 th	3pm- Briefing, 5pm- Regular BOC meeting
July 4 th (cancelled)	3pm- Briefing, 5pm- Regular BOC meeting
July 18 th	3pm- Briefing, 5pm- Regular BOC meeting
Aug 1 st	9am- Briefing, 10am- Regular BOC meeting
Aug 15 th	3pm- Briefing, 5pm- Regular BOC meeting
Sept 5 th	9am- Briefing, 10am- Regular BOC meeting
Sept 19 th	3pm- Briefing, 5pm- Regular BOC meeting
Oct 3 rd	9am- Briefing, 10am- Regular BOC meeting
Oct 17 th	3pm- Briefing, 5pm- Regular BOC meeting
Nov 7 th	9am- Briefing, 10am- Regular BOC meeting
Nov 21 st	3pm- Briefing, 5pm- Regular BOC meeting
Dec 5 th	9am- Briefing, 10am- Regular BOC meeting
Dec 19 th (commissioners have cancelled this meeting in the past)	3pm- Briefing, 5pm- Regular BOC meeting

Day Meeting (1st Tuesday)

- 9am – Briefing
- 10am – Regular meeting
 - closed session (longer closed session items)
- *1pm - Subcommittee meetings (as needed)*
- *3pm – Interviews (as needed)*

Night Meeting (3rd Tuesday)

- *11am – Interviews (as needed)*
- *1pm - Subcommittee meetings (as needed)*
- 3pm – Briefing (longer Briefing items)
- 5pm – Regular meeting
 - public hearings (depending on the nature of the hearing)
 - closed session (only time-sensitive items)

