

Board of Commissioners' Agenda

April 4, 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

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Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Consent Agenda [▲top](#)

- [Approval of March 21, 2023 Briefing Meeting Minutes](#)
- [Approval of March 21, 2023 Regular Meeting Minutes](#)
- [Tax Collection Report](#)
- [Resolution Approving Pyrotechnic Experts for Firework Display](#)
 - [Resolution](#)
- [Resolution Authorizing Execution of Lease with the Buncombe County Board of Education](#)
 - [Resolution](#)
 - [Lease](#)
- [Approval of Cross Functional Line-Item Transfers Memo](#)
 - [Memo](#)
- [Approval of Design Services Contract with Domokur Architects for the Design of a Restroom Facility at the Enka Sports Park](#)

Public Comment

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Good News

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Presentations ▲top

- [National Public Safety Telecommunicators Week Proclamation](#)
 - [Proclamation](#)
- [National Public Health Week Proclamation](#)
 - [Proclamation](#)
- [Child Abuse Prevention Month Proclamation](#)
 - [Proclamation](#)

Public Hearings ▲top

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- [Asheville Primary School Property Update](#)

Old Business ▲top

New Business ▲top

- [Set a Public Hearing to Consider an Ordinance Imposing a Temporary Moratorium on Cryptocurrency Mining](#)
 - [More Information](#)
- [Approval of FY2023 Audit Contract](#)
 - [More Information](#)
- [Budget Amendment for Project Closures \(Multiple Funds\)](#)
 - [Ordinances](#)
 - [More Information](#)

Board Appointments

- Downtown Commission
 - Meghan Rogers
 - O. E. Starnes, IV
 - Benjamin Gladstone
 - Charles Warner
 - Anna Ahern
 - Victoria Edge

Announcements [▲top](#)

- April 18 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- April 18 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.
- April 25 @ 8:30 a.m. - Commissioners' Budget Work Session 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 APRIL 4, 2023 AT 5 P.M.

BE IT REMEMBERED: That the Board of Commissioners met in regular session on April 4, 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 Vice Chair called the meeting to order with the following members present:

- Jasmine Beach-Ferrara, Commissioner
- Martin Moore, Commissioner
- Parker Sloan, Commissioner
- Terri Wells, Vice Chair
- Al Whitesides, Commissioner

Brownie Newman, Chairman; and Amanda Edwards, Commissioner, were absent from the meeting.

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Mason Scott, Interim Finance Director; John Hudson, Budget Director; Sharon Burke, Human Resources Director; Stoney Blevins, Health & Human Services Director; Tim Love, Intergovernmental Relations; Nathan Pennington, Planning Director; Derrick Ruble, Public Safety Communications Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney

PLEDGE OF ALLEGIANCE

INVOCATION

Vice Chair Wells expressed gratitude to the fire department for their response to recent fire emergencies in the County.

CONSENT AGENDA

Commissioner Moore motioned to approve the Consent Agenda, add the **NC Child and Family Specialty Plan to New Business**, and the remainder of the agenda. Commissioner Beach-Ferrara seconded and the motion passed 5-0.

- Approval of March 21, 2023 Briefing Meeting Minutes
- Approval of March 21, 2023 Regular Meeting Minutes
- Tax Collection Report
- Resolution Approving Pyrotechnic Experts for Firework Display
 - Resolution
- Resolution Authorizing Execution of Lease with the Buncombe County Board of Education
 - Resolution
 - Lease
- Approval of Cross Functional Line-Item Transfers Memo
 - Memo
- Approval of Design Services Contract with Domokur Architects for the Design of a Restroom Facility at the Enka Sports Park

PUBLIC COMMENT

Dede Styles stated concerns with water issues due to construction development and climate change.
Andrew Clark expressed support for programming for veterans (legislative goals).

PRESENTATIONS

- **National Public Safety Telecommunicators Week Proclamation**

Commissioner Sloan read and presented the proclamation to Derrick Ruble, Public Safety Communications Director. He accepted the proclamation and expressed his gratitude to the 911 staff and the Board.

- **National Public Health Week Proclamation**

Commissioner Moore read and presented the proclamation to Stoney Blevins, Health & Human Services Director. The new Public Health Director, Dr. Ellis Matheson, was welcomed and introduced. The proclamation was accepted and gratitude was expressed to the Health & Human Services staff.

- **Child Abuse Prevention Month Proclamation**

Commissioner Beach-Ferrara read and presented the proclamation to Rebecca Smith, Health & Human Services, and other guests. They accepted the proclamation and expressed their gratitude.

COUNTY MANAGER’S REPORT

- **Asheville Primary School Property Update**

Robert Brown, General Services, updated the Board on the feasibility study for the Asheville Primary School

Property. The overview and timeline were provided for 4.77-acre site to determine the best use for the site that would accommodate Asheville City Schools and Buncombe County.

NEW BUSINESS

- **NC Child and Family Specialty Plan**

The Board heard and discussed the plan during the briefing meeting earlier in the afternoon. A draft letter was proposed that the Board would review before sending it to the NC Department of Health & Human Services.

Commissioner Beach-Ferrara moved to have staff draft the letter for Board review before sending it to the NC Department of Health & Human Services. Commissioner Sloan seconded and the motion passed 5-0.

- **Set a Public Hearing to Consider an Ordinance Imposing a Temporary Moratorium on Cryptocurrency Mining**

Nathan Pennington, Planning Director, explained the request to set a public hearing to adopt an ordinance authorizing a temporary moratorium. If the Board develops standards and mitigation methods for cryptocurrency mining, then a public hearing will be required.

Commissioner Sloan moved to set the public hearing for May 2, 2023 to consider an Ordinance Imposing a Temporary Moratorium on Cryptocurrency Mining. Commissioner Whitesides seconded and the motion passed 5-0.

- **Approval of FY2023 Audit Contract**

Kendra Ferguson, Audit Committee Chair, explained the important process of the County audit and RFP process. The Audit Committee recommends the award of the FY2023 audit contract to Mauldin & Jenkins for \$185,000.

Commissioner Whitesides moved to approve the budget amendment as presented. Commissioner Moore seconded and the motion passed 5-0.

- **Budget Amendment for Project Closures (Multiple Funds)**

John Hudson, Budget Director, explained the budget amendment.

Commissioner Whitesides moved to approve the budget amendment as presented. Commissioner Moore seconded and the motion passed 5-0.

BOARD APPOINTMENTS

Commissioner Whitesides moved to appoint **Meghan Rogers** to the **Downtown Commission**. Commissioner Sloan seconded and the motion passed 5-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *April 18 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *April 18 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*
- *April 25 @ 8:30 a.m. - Commissioners' Budget Work Session at 200 College Street, Room 326 in downtown Asheville.*

CLOSED SESSION

Commissioner Moore moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters for Hyatt and Barrett v. Buncombe County Sheriff, et al, United States District Court for the Western District of NC file # 19-CV-250 and County of Buncombe vs. Greene, Buncombe County Superior Court File #: 22-CVS-2473 with no possible action anticipated following the closed session. Commissioner Whitesides seconded and the motion passed 5-0.

The Board heard the update and had discussion regarding the matters. No action was taken.

Commissioner Beach-Ferrara moved to go back into open session. Commissioner Whitesides seconded and the motion passed 5-0.

Commissioner Whitesides moved to adjourn the meeting. Commissioner Beach-Ferrara seconded and the motion passed 5-0. The meeting was adjourned at 6:46 p.m.


LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS


BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of February 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 February 28, 2023, the total levy billed for fiscal year 2023 is 98.15% collected, as compared to 97.83% for fiscal year 2022.

Below is Buncombe County year to date reporting for fiscal year 2023, as of February 28, 2023.

Current Year Collections

Fiscal Year 2023	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 14,256,788.28	\$ 4,749,004.93	\$ 209,513,342.66	\$ 10,018,279.11	\$ 238,537,414.98
Amount Collected	\$ 13,536,444.08	\$ 4,747,095.84	\$ 205,861,367.02	\$ 9,984,914.99	\$ 234,129,821.93
Unpaid Balance	\$ 720,344.20	\$ 1,909.09	\$ 3,651,975.64	\$ 33,364.12	\$ 4,407,593.05
Interest Collected	\$ 15,431.76	\$ 429.60	\$ 300,318.28	\$ 75,165.01	\$ 391,344.65
FY23 Collection %	94.95%	99.96%	98.26%	99.67%	98.15%
FY22 Collection %	94.28%	100.00%	97.94%	99.65%	97.83%

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

\$ 234,521,166.58

Prior Year Collections

Prior Years 2013-2022	Personal Property	Real Estate	Total
Amount Collected	\$ 55,576.20	\$ (366,495.88)	\$ (310,919.68)
Interest Collected	\$ 8,108.37	\$ 22,313.39	\$ 30,421.76

Total prior year collections, fiscal year to date

\$ (280,497.92)

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

\$ 6,507.24

***Total refunds processed February 2023**

\$ 134,208.68

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



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/4/2023

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 Pyrotecnico and James Lloyd Wright to conduct a fireworks display on 6/10/23 and 6/17/23 at Biltmore Estate, 1 Approach Road, Asheville, NC 28803.

Recommended Motion & Requested Action: Approve resolution.

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

RESOLUTION #: 23-04-01

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 Pyrotecnico Fireworks, Inc. 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:

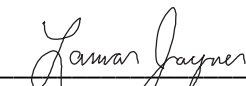
<u>NAME</u>	<u>LOCATION</u>	<u>DATE</u>
Pyrotecnico	1 Approach Road, Asheville	June 10 & 17, 2023

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.

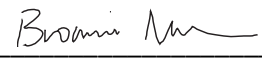
ADOPTED this the 4th day of April, 2023.

ATTEST



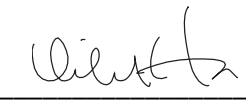
Lamar Joyner, Clerk

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: 4/4/2023

Consent Agenda

Department: Legal & Risk

Presenter(s): Michael Frue

Contact(s): Michael Frue, Senior Staff Attorney

Subject: Resolution Authorizing Execution of Lease with the Buncombe County Board of Education

Brief Summary: Pursuant to NCGS §160A-274 a county and school administrative unit may convey or lease property to another governmental unit upon such terms and conditions as deemed wise. The Buncombe County Board of Education (the "BOE") is the owner of a tract of real property located off U.S. Highway 74 and which is the site of AC Reynolds Middle School. Buncombe County has leased a portion of this property from BOE and the County has in turn sublet these premises to Reynolds Volunteer Fire Department, Incorporated for its fire department and its operations in the area since 1991. The current lease extension expires April 30, 2023 and the parties desire to continue the current use of the property for a term through June 30, 2024 such that the terms for both the property lease and the fire service agreements match. The fire service agreements for our nonprofit partners will be renegotiated in the spring of 2024.

Recommended Motion & Requested Action: Approve the Resolution as presented.

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

RESOLUTION #23-04-02

RESOLUTION AUTHORIZING EXECUTION OF A LEASE WITH
THE BUNCOMBE COUNTY BOARD OF EDUCATION FOR THE PROPERTY HOUSING THE
REYNOLDS VOLUNTEER FIRE DEPARTMENT

- WHEREAS, the Buncombe County Board of Education (the "BOE") is the owner of a tract of real property located off U.S. Highway 74 and which is the site of AC Reynolds Middle School;
- WHEREAS, since on or about June 27, 1991 Buncombe County has leased a portion of this property from BOE and the County has in turn sublet these premises to Reynolds Volunteer Fire Department, Incorporated for its fire department and its operations in the area;
- WHEREAS, the current lease extension expires April 30, 2023 and the parties desire to continue the current use of the property for another ten (10) year term;
- WHEREAS, pursuant to NCGS §160A-274 a county and school administrative unit may convey or lease property to another governmental unit upon such terms and conditions as deemed wise; and
- WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to lease this property from the Buncombe County Board of Education.

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

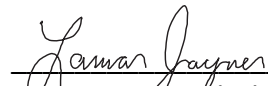
1. That Buncombe County does hereby lease the property housing the Reynolds Volunteer Fire Department from the Buncombe County Board of Education.
2. That by and with the approval of County Legal Services, the Chairman and County Manager, or either of them, are hereby authorized to execute a Lease Agreement with the Buncombe County Board of Education, a copy of which is included with the agenda packet.
3. That all acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

4. That this resolution shall be effective upon its adoption.

This the 4th of April, 2023.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF BUNCOMBE

THIS LEASE AGREEMENT, made and entered into as of the ____ day of April, 2023 by and between **THE BUNCOMBE COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board of Education"), and **THE COUNTY OF BUNCOMBE**, (hereinafter called the "County").

W I T N E S S E T H:

That, subject to the terms and conditions hereinafter set forth, the Board of Education hereby lets and leases unto the County and the County does hereby accept as tenant of the Board of Education, that certain real property (hereinafter called the leased premises) located in the County of Buncombe, State of North Carolina, and more particularly described in Exhibit A attached hereto and made a part hereof.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. This Lease shall begin as of the 1st day of May 2023 and shall exist and continue until and including the 30th day of April, 2033. This lease is made in accordance with N.C.G.S. §160A-274(b).
2. During the initial term and any renewal term of this Lease, the County shall pay to the Board of Education an annual rental of One and No/100 Dollar (\$1.00).
3. The County acknowledges that it has inspected the leased premises, that the leased premises are being leased in "as is" condition, that no representation as to the condition of the leased premises has been made by the Board of Education, and that no promise to alter, repair, or improve the leased premises has been made by the Board of Education.
4. The County shall not use the leased premises or permit the leased premises to be used for any unlawful purposes or permit any unlawful act in and upon the leased premises.
5. The County shall be solely responsible for the security of the leased premises.
6. The Board of Education shall have no obligation to maintain the leased premises.
7. The County shall provide and pay for all electricity, telephone service, water, garbage disposal, sewage disposal, heat, air conditioning, or any other service, utility, commodity, or service.
8. The County shall not commit or suffer to be committed any waste or damage to the above-described leased premises.

9. It is agreed that the County shall remove from the leased premises all permanent improvements, furniture, equipment, trade fixtures, and other property owned and placed on the leased premises by the County, at or before the termination of this Lease. Upon the termination of this Lease, the leased premises shall be returned to the Board of Education free of any and all hazardous or toxic substances, waste, materials, or residue.

10. The County is self-insured for general liability for claims up to \$500,000 and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance.

11. Indemnity. The County agrees, to the extent permitted by North Carolina law, to indemnify, defend, and hold harmless the Board of Education and their officers, agents and employees from any third party claims, damages, or loss for personal injury or property damage sustained or claimed to have been sustained by any person or firm on or about the leased premises, or for any claim arising out of or from the negligent acts or omissions of the County in connection with the performance of this Lease.

12. The County may sublet the leased premises or any portion thereof for nonprofit, tax exempt purposes and uses without the prior written consent of the Board of Education; provided, however, that in the event of such subleasing, the County shall, nevertheless, remain primarily liable to the Board of Education for the payment of all rents and for the full performance of all of the County's covenants and conditions contained in this Lease.

13. The County shall require any subtenant to carry the following minimum insurance coverage:

- a. Worker's Compensation – at the statutory limits in compliance with applicable State and Federal laws. The Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- b. Employer's Liability - with minimum limits of \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit.
- c. Commercial General Liability - covering all operations performed by the Contractor with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate.
- d. Professional Health Care Liability - covering the Contractor's acts, errors, or omissions in the rendering of or failure to render professional health care services with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate
- e. Business Automobile Liability - covering all owned, non-owned, and hired vehicles used in performance of the contract. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per NCGS 20-279.21.
- f. Excess or Umbrella Liability – shall extend an additional \$1,000,000 limit / \$3,000,000 aggregate over the underlying commercial general liability, professional health care liability, and business auto liability insurance. Any

additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

14. In the event that the County shall violate any or any part of the terms and conditions of this Lease, the Board of Education shall have, in addition to all other remedies at law or in equity, the right to terminate said Lease by giving the County written notice to quit and vacate the leased premises on or before a date and time stated in said notice, and from and after the date and time stated in the notice, the Board of Education shall be entitled to possession of the leased premises and may take immediate possession thereof without legal process. However, any delay or failure by the Board of Education in terminating this Lease or any choice of remedies as provided herein or in otherwise enforcing its rights with respect to any such violation shall not operate as a waiver of such rights of the Board of Education or deprive the Board of Education of such rights or constitute an election of an exclusive remedy or limit such rights in any way.

15. Any notice, request, instruction, legal process, or other document to be given hereunder shall be in writing and, except as otherwise provided or directed in writing by the parties, shall be delivered personally or mailed by certified mail, return receipt requested, as set forth below:

To the County:

The County of Buncombe
Buncombe County Courthouse
200 College St.
Asheville, North Carolina 28801
Attention: Michael Frue, County Attorney

To Board of Education:
The Buncombe County Board of Education
175 Bingham Road
Asheville, North Carolina 28806
Attention: Dr. Robert Jackson, Superintendent

16. This Lease may be modified only by written agreement signed by the Board of Education and the County.

17. This Lease shall be binding upon and shall inure to the benefit of the Board of Education and the County, their successors, and assigns.

18. The Parties agree that a memorandum of this Lease will be recorded in the Buncombe County Public Registry but that this Lease itself will not be so recorded.

19. This Lease shall not be terminated by application of the doctrine of merger, except by mutual consent of the Parties.

IN WITNESS WHEREOF, the Board of Education and the County have hereunto set their hands and seals in duplicate originals, one of which has been retained by the Board of Education and one of which has been retained by the County, the day and year first above written.

THE BUNCOMBE COUNTY
BOARD OF EDUCATION

By: _____
Ms. Ann Franklin, Chair

Attest:

By: _____
Dr. Robert Jackson,
Superintendent and Ex-Officio Secretary

THE COUNTY OF BUNCOMBE

By: _____
Brownie Newman,
Chair of the Board of Commissioners

Attest:

By: _____
Lamar Joyner
Clerk of the Board of Commissioners,

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, certify that Dr. Robert Jackson, personally appeared before me this day and acknowledged that he is Superintendent and Ex-Officio Secretary of **THE BUNCOMBE COUNTY BOARD OF EDUCATION**, a body corporate, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal and attested by him as Superintendent and Ex-Officio Secretary.

Witness my hand and official stamp or seal this _____ day of _____, 2023.

Notary Public

Printed Name

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ____ day of _____, 2023.

Notary Public

Printed Name

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Being that tract of land located in Biltmore Township, Buncombe County, North Carolina, described as follows:

BEGINNING at a point in the southern margin of U.S. Highway 74, which point is located at the northernmost corner of the A. C. Reynolds Middle School property owned by The Buncombe County Board of Education and runs thence with the southern margin of U.S. Highway 74 South 62 degs. 29 mins. East 442.80 feet to a point in the entrance drive to the A. C. Reynolds Middle School; thence with the centerline of the entrance drive leading from U.S. Highway 74 to the A. C. Reynolds Middle School five courses and distances as follows: South 27 degs. 04 mins. 27 secs. West 78.40 feet to a point; South 27 degs. 55 mins. 17 secs. West 112.96 feet to a point; South 30 degs. 36 mins. 34 secs. West 64.17 feet to a point; South 36 degs. 20 mins. 10 secs. West 62.76 feet to a point; and South 40 degs. 50 mins. 37 secs. West 60.11 feet to a point; thence leaving the entrance drive to A. C. Reynolds Middle School North 50 degs. 21 mins. 21 secs. West 509.56 feet to a steel pin in a concrete monument; thence North 17 degs. 29 mins. East 179.63 feet to a steel pin in a concrete monument; thence North 78 degs. 34 mins. East 146.35 feet to the place and point of BEGINNING, saving and excepting therefrom all land lying between the western or northwestern margin of the access road leading to the A. C. Reynolds Middle School and said centerline of the access road leading to the A. C. Reynolds Middle School described above. Being a portion of that 3.89 acre tract of land shown on an unrecorded survey for Reynolds Volunteer Fire Department dated March 1, 1991, prepared by McAbee & Associates, P.A., Registered Land Surveyors.

Less and excepting that portion of the adjacent property conveyed to the North Carolina Department of Transportation by the Lessor for the widening of U.S. Highway 74.

The above referenced tract is encumbered by and subject to the right of way for U.S. Highway 74 to its full legal width.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: April 4, 2023

Consent Agenda

Department: Budget

Presenter(s): John Hudson, Budget Director

Contact(s): John Hudson, Budget Director

Subject: Cross Functional Line-Item Transfers Memo

Brief Summary: North Carolina General Statute Section 159-15 states "The governing board by appropriate resolution or ordinance may authorize the budget officer to transfer monies from one appropriation to another within the same fund subject to such limitations and procedures as it may prescribe. Any such transfers shall be reported to the governing board at its next regular meeting and shall be entered in the minutes."

Buncombe County's annual Budget Ordinance authorizes the County Manager to approve line-item budget transfers across functions up to \$75,000.

The attached memo lists the cross functional line-item budget transfers that were approved by the County Manager on March 15, 2023.

Recommended Motion & Requested Action: Accept for Information

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



Budget Office

John E. Hudson
Budget Director

April 4, 2022

FY2023 Cross Functional Line-Item Transfers (LIT)

Date	Amount	Transferred From	Transferred To
March 15, 2023	\$17,000	General Government	Cultural & Recreational
March 15, 2023	\$225	Economic & Physical Development	General Government
March 15, 2023	\$9,263	Human Services	General Government
March 15, 2023	\$10,453	Public Safety	General Government
March 15, 2023	\$579	Cultural & Recreational	General Government

The first transfer relates to the Board's approval at the March 7, 2023, meeting of the Reparations Research Support item and transfers available dollars in Diversity, Equity, and Inclusion to Library.

The remaining transfers encompass various departments' software charges up until now covered by the Information Technology cost center.





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 4/4/2023

Consent Agenda

Department: General Services

Presenter(s): Ronnie Lunsford

Contact(s): Ronnie Lunsford

Subject: Design Services Contract with Domokur Architects for the Design of a Restroom Facility at the Enka Sports Park

Brief Summary: As part of the Enka Recreation Destination Project, Buncombe County is set to construct a new restroom facility at the Enka Sports Park. To facilitate this construction, design services are needed. Those services will include:

- Architectural, Structural, Mechanical, Electrical, and Plumbing Design
- Water Service and Sewer Line Design
- Coordinate Permitting
- Bid Administration
- Construction Administration
- Compilation of Close-Out Documents

General Services released a Request for Qualifications to select a firm to provide these services. Three submittals were received and Domokur Architects' qualifications scored them the highest for the project. The contracted amount will be \$70,337 and the design is expected to take approximately 15 weeks. No new funding is required.

Recommended Motion & Requested Action: Recommend executing the construction contract with Domokur 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 17th day of March 2023, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and Domokur Architects, (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 4651 Medina Rd, Akron, OH 44321-3130.

For Professional Services in connection with the Project known as:
Buncombe County Government
Restroom Building & associated Public Water Line Extension at Buncombe County Sports Park

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 \$70,337.

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: Domokur Architects
4651 Medina Rd
Akron, OH 44321-3130

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.

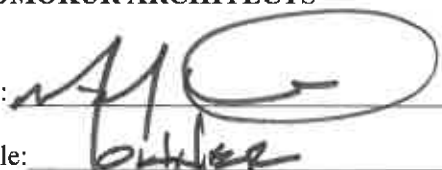
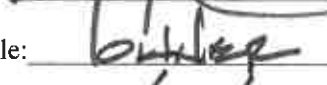
- 15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, 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:
DOMOKUR ARCHITECTS**

By: 
Title: 
Date: 5/20/2023

**OWNER:
COUNTY OF BUNCOMBE**

By: _____
Title: _____
Date: _____

EXHIBIT A

February 28, 2023
REV March 15, 2023

Ronnie Lunsford, PEM
Buncombe County
Facilities / Project Manager
40 McCormick Place
Asheville, NC 28801

RE: Restroom Building & associated Public Water Line Extension at Buncombe County Sports Park

Dear Ronnie:

Thank you for the opportunity to provide a fee proposal. We understand this project has a total budget of \$500,000.

Professional services disciplines include architecture and the following engineering, civil, structural, mechanical, electrical, and plumbing. Construction delivery method is understood to be Single Prime Contract. The form of our Agreement for these services is understood to be the *Agreement for Design Consultant Services* for the County of Buncombe. The scope of work is based on our understanding of the project RFQ and the (attached) Pre-proposal Meeting Notes, from on-site meeting held 12/22/22. This fee proposal assumes a single structure with restrooms. If project scope changes after detailed program requirements are established during Site Assessment and Analysis and Schematic Design Phases of the project, fees for Design Development through Construction Administration phases may need to be revised.

Our proposed services and fees are outlined below:

Schematic Design (30% Construction Documents)

- Prepare up to two preliminary designs options including:
 - Site Plan
 - Conceptual building floor plan
 - Preliminary building elevations
- Building code research including Accessibility guidelines (ADA) analysis and other applicable codes
- Conduct one design meeting with the Owner and issue meeting minutes
- Provide opinion of probable construction costs
- Provide final SD documents for review by Owner and approval to proceed to the Design Develop phase.

Design Development (60% Construction Documents)

- Conduct one design meeting with Owner and issue meeting minutes
- Provide final Design Development Package incorporating design review comments from Owner to include:
 - Building floor plan
 - Building elevations
 - Exterior materials and interior finishes
 - Preliminary mechanical, plumbing, and electrical plans
 - Site improvements including site grading and utility plan for all pertinent features of the building
- Provide updated opinion of probable construction costs
- Update project schedule
- Provide final DD documents for review by Owner and approval to proceed to the Design Develop phase.

Construction Documents (90% Construction Documents)

- Prepare Construction Documents and Specifications for permitting, bidding, and construction to include:
 - Architectural plans, sections, details, and schedules
 - Structural engineering for design of foundations, wall systems and roof structure
 - Mechanical engineering for design of plumbing and HVAC systems
 - Electrical engineering for design of lighting and power
 - Civil engineering for site plan, grading plan, and water line extension
- Provide updated opinion of probable construction costs
- Prepare and coordinate Waterline Extension Permit, Stormwater and Erosion Control Permit

Permitting and Bidding/Negotiation (100% Construction Documents)

- Conduct one pre-bid meeting and issue meeting minutes
- Respond to contractor RFI's and Issue addenda
- Provide bid tabulation of all bids and recommendation letter to Owner

Construction Administration

- Conduct one pre-construction meeting and issue meeting minutes
- Domokur will conduct three (3) construction progress meetings and issue meeting minutes
- Civil Engineer will conduct one (2) site visits during construction of the building and three (3) site visits during the waterline extension.
- Structural Engineer will conduct one (1) site visit
- MEP Engineer will conduct one (2) site visits
- Submittal and shop drawing review, up to two times each
- Contractor pay application review
- Respond to RFI's
- Review change orders
- Review Construction Testing results (if required)
- Conduct one site visit and punchlist at Substantial Completion
- Conduct one site visit to verify punchlist completion and provide Certificate of Compliance

Project Closeout and Record Drawings

- Record drawings based on contractor as-builts and survey of built elements (in digital format including .DWG and .DOC files)
- Review contractor affidavits and required certifications from permit regulating agencies
- Review contractor O&M manuals

Reimbursable Expenses (Allowance)

- Reimbursable expenses shall be paid in addition to the Professional Services compensation. These expenses may include, but are not limited to, reproduction and postage, printing costs of drawings, specifications, reports, bidding and contract documents, postage and handling of bid documents to bidders, mileage (@ \$0.65 per mile). For this project we anticipate a reimbursable expense allowance of Three Thousand Five Hundred Dollars (\$3,500).

Exclusions to the above scope of work and fee are as follows:

- Geotechnical services or reports
- Wetland Survey and Wetland Mitigation
- Site Survey
- Permit fees
- Testing and inspections of any kind required by code and local authorities. Owner will provide third party testing, if required by AHJ.
- Storm water retention or related calculations and permitting
- Retaining wall design
- Design work required to solve contractor errors
- Bid alternates requiring alternate designs
- Writing or assisting with Contractor contracts/POs

- Life cycle cost analysis
- LEED documentation/administration

Basic Services Fee Summary

Discipline	Consultant	Fee
Architectural	Domokur Architects	\$36,830.00
Civil Engineer	Davis CivilSolutions	\$ 4,845.00
Structural	Kloesel Engineering	\$ 4,000.00
MEP	Tilden White & Associates	\$ 5,500.00
Total Contract		\$51,157.00

Water Line Extension Services Fee

Discipline	Consultant	Fee
Civil Engineer	Davis CivilSolutions	\$15,680.00

Hourly Rate Service

Services included in article 3.4.2. (pasted in directly below) of the *Agreement for Design Consultant Services* for the County of Buncombe will be provided at our Construction Administrator's hourly rate of \$145.

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.

Pursuant to Article 4.2.1, Owners "Agreement For Design Services" fees will be allocated as follows:

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

Additional fees may be billed at our standard hourly rates, as attached, for additional services requested by the Owner.

Schedule

We estimate the following project schedule. Duration of each phase will also be dependent on availability of the Owner, stakeholders, and AHJ for review meetings and providing notice to proceed for each phase.

Phase	Duration
Site Assessment & Analysis	3 weeks
Schematic Design (30%)	4 weeks
Design Development (60%)	4 weeks
Construction Documents (90%)	4 weeks
Permitting	3 weeks
Bidding (100%)	3 weeks
Construction Administration	20 weeks
Project Closeout	2 weeks

We look forward to collaborating with you on this project. We can begin work immediately upon receipt of final executed *Agreement for Design Consultant Services*. Please contact me with questions.

Sincerely,

Domokur Architects

Reviewed By:



Michael Tabeling
Project Manager



Michael Domokur
Owner

Attachment:

- Davis CivilSolutions Fee Proposal, dated 02/28/23
- Pre-proposal Meeting Notes, from on-site meeting held 12/22/22
- Hourly Rate Schedule

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Davis Civil Solutions, PA

February 28, 2023

Michael Tabeling
Domokur Architects
mtabeling@domokur.com

RE: **Site Development and Public
Water Line Extension for
Buncombe County Sports Park
Restroom Facilities**

Dear Mr. Tabeling:

As you have requested, we have estimated our fees for professional services for the subject project located at the Buncombe County Sports Park on the south side of the new turf soccer field on the west side of the soccer complex in west Buncombe County. It is our understanding that the project generally consists of the construction of a new restroom facility at the south end of the field. Services include site layout; minor grading; roof drain collection, erosion control; utility service line connections; public water line extension; and permit approvals.

We anticipate providing the following services:

PRELIMINARY

1. Meet with the Owner and all appropriate parties to initiate communications, define schedules, discuss approvals, gather initial data and information, and to fully determine the technical requirements for the project.
2. Conduct an on-site investigation of the subject property to investigate the location of existing facilities, the feasibility of the proposed layout and the location of proposed facilities.
3. Consult with and meet as necessary all affected utilities, departments, and agencies to assess the effect on the proposed facilities, and to apply for preliminary approvals as appropriate and/or available.
4. Confirm all site data required or not required by the Buncombe County (BC) Development Ordinance for layout of the site such as erosion control and storm water collection for inclusion on the site layout plan for subsequent submittal to the BC Planning Department.

DESIGN (Site Development)

1. Utilizing an on-site topographic survey provided by the Owner to our office, develop preliminary layout plans for the proposed facilities to include: layout and configuration; erosion control facilities; storm water collection facilities from the

Engineering/Planning • Site/Infrastructure
135-A Charlotte Highway • Asheville, North Carolina 28803 • 828.299.9449 PH
info@civsol.com EMAIL

Michael Tabeling
Buncombe County Sports Park
Restroom Facilities
February 28, 2023
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- rooftop; and similar requirements of the Buncombe County (BC) Development Ordinance.
2. Design a minor grading plan for the proposed building as may be applicable, revising existing grades to accommodate the structure and associated walkways.
 3. Provide basic dimensional layout for construction based on layout and location of proposed facilities.
 4. Confirm the topographic survey provided by the County is appropriate for this project. If additional survey is required, provide LIDAR survey for immediate area of proposed construction.
 5. Assist in submitting applications and related documents to the BC Planning Department including preliminary designs of layout and configurations, and related items for review by the Planning & Zoning staff for a Site Plan Review (SPR).
 6. Provide basic erosion control facilities for the minor grading around the proposed building. Consult with the BC erosion control staff regarding their requirements for approval.
 7. Provide documentation to the BC regarding the previous inclusion of the additional impervious area in the recent detention facilities installed for the soccer field.
 8. Provide coordinate geometry for layout of facilities as may be applicable.
 9. Consult with the Metropolitan Sewerage District (MSD) and the City of Asheville (CoA) Water Resources regarding existing facilities on site and their requirements for services to the proposed facility.
 10. Submit request for water availability (Letter of Commitment) to the CoA and request for Wastewater Allocation to the MSD.
 11. Determine the most reasonable routing for water and sewer service line extensions.
 12. Prepare plans and specifications for the improvements that are proposed for the project. These plans will reflect storm water (collection of roof drainage) and erosion control facilities, grading, water and sewer service lines, and all related information required to meet the requirements of the County and pertinent review agencies.
 13. Provide technical specifications (where applicable) and drawings for use in contract documents.
 14. Provide assistance with Design Development and Construction Drawings phases of design.

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15. Assist the Architect or Owner in Bidding and Award Phase, and Construction Administration Phase as indicated below.
16. Make periodic visits to the site to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications, and disapprove or reject any work failing to conform to the plans and specifications. The visits include 2 site visits during the construction period for observance of the installation of the water facilities a (a total allowance of 2 hours of on-site observation time and meetings based on a 2-week construction period (for proposed site improvements).

DESIGN (Public Water Line Extension)

1. Utilizing an on-site topographic survey provided by the Owner to our office, develop preliminary layout plans for the proposed facilities to include: layout and configuration of the water line extension and related appurtenances; installation of master meter and backflow prevention device; and related requirements of the CoA Water Resources Department.
2. Extend the existing 6" water line along Apac Drive from the current end, at the entrance drive to the existing concession stand/picnic shelter, to the back end of the County Maintenance facility, a distance of approximately 350'.
3. Design water service line extension routes and locations incorporating CoA design standards and requirements.
4. Calculate master meter sizing and design meter and backflow facilities in accordance with CoA standards.
5. Submit Application for Approval, Engineer's Report, Appendix A4, and Appendix A5, required flow and pressure calculations, easement/estoppel agreements, and associated documents to the City for approval of public waterline facilities.
6. Prepare plans and specifications for the improvements that are proposed for the project. These plans will reflect water master meter, water service lines, and all related information required to meet the requirements of the CoA and pertinent review agencies.
7. Provide technical specifications (where applicable) and drawings for use in contract documents.
8. Provide assistance with Design Development and Construction Drawings phases of design.

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9. Assist the Architect or Owner in Bidding and Award Phase, and Construction Administration Phase as indicated below.
10. Attend conference with the CoA Water Resources Department with the Owner, Engineer, Contractor, and all other applicable parties to assure discussion of all matters to the installation of the master meter and related appurtenances.
11. Make periodic visits to the site to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications, and disapprove or reject any work failing to conform to the plans and specifications. The visits include 3 site visits during the construction period for observance of the installation of the water facilities a (a total allowance of 6 hours of on-site observation time and meetings based on a 2-week construction period for proposed site improvements) for periodic inspection and attendance at preconstruction conference.
12. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which are required by the specifications for submittal.
13. Issue instructions to the Contractor(s) concerning necessary interpretations and clarifications of contract documents; require special inspections and testing of the work, and make decisions of acceptability of the work.
14. Coordinate necessary construction phase engineering, sampling, and testing of materials and work.
15. Make final inspections of all construction and make recommendations to the Owner regarding final acceptance of the project.
16. Coordinate the as-built surveying of the water meter, water line, and related facilities with the Owner's surveyor for the provision of the required as-built information to our office for inclusion in our as-built drawings for submittals to appropriate regulatory agencies.
17. Utilizing the on-site as-built surveys by the Owner's surveyor, provide as-built drawings and certifications to the City for the water line extension, master meter and backflow installations.
18. Coordinate the preparation of easements, maintenance agreements, and related documents for completed meter facilities, and submit the executed easements to the Register of Deeds for recording where required. Note that the Owner's surveyor records all easement plats prior to preparation of the above.

Michael Tabeling
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APPROVALS

1. Prepare the necessary data to prepare all permit applications for submission for the required local reviews and approvals for regulatory permits, including layout, parking, erosion and sediment control, storm water collection and detention facilities, and public works. Assist in securing all agency approvals as may be required for the construction of the project which include:
 - (a) Buncombe County (BC) Planning & Development Department (Site Layout, Review of Erosion Control, Review of Storm Water)
 - (b) City of Asheville (CoA) Water Resources Department (Water Availability, Water Service Line Extension)
 - (c) Metropolitan Sewerage District (MSD) (Sewer Allocation, Sewer Service Line Extension)
 - (d) City of Asheville (CoA) Water Resources Department (Water Line Extension, Master Meter, and Backflow)
2. Incorporate any review comments into the final project plats, plans and specifications. 4,845

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

Site Development (as described above):	\$ 4,845
Public Water Line Extension (as described above):	\$15,680

The above fee does not include geotechnical or surveying services, structural, electrical, or mechanical design; or application or approval fees (which should be paid directly by the Owner. Changes to the site plan layout of facilities, which occur after final design documents have been completed, will be considered extra cost services. We can coordinate the extra services if desired.

This proposal assumes the following:

1. The Architect will administer Bidding and Award Services and Contract Administration services. Our office will assist in approvals of payment requests by reviewing site layout, grading, storm water (roof drainage), erosion control and related construction.
2. It is assumed, based on conversations with the County, that the above services will be combined into one single project for single project bidding. Separation of projects may require **ADDITIONAL SERVICES** if the projects are bid separately.
3. Construction sets will be provided as necessary for agency approval permitting.

Michael Tabeling
Buncombe County Sports Park
Restroom Facilities
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4. Drawings will be prepared in 24" x 36" size on Davis CivilSolutions title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
5. Design of retaining walls is not included.
6. It is assumed that there are no wetlands or streams on the site requiring regulatory approval by the US Army Corps of Engineers (CoE) or Division of Water Quality (DWQ). Should a stream or wetlands be discovered, revisions to the layout will be considered **Additional Services**.
7. Surveying, electrical, power, exterior lighting, signalization, gas distribution, or related utility design is not included.
8. Topographical and boundary survey, as-built surveys of constructed facilities, tree survey, and similar will be provided by the Owner's surveyor to our office in AutoCAD format.
9. Grid coordinates and elevations and easements of constructed facilities (where required by local regulatory agencies) will be provided by the Owner's surveyor for incorporation into our As-Built drawings.
10. The preparation (other than review) of Change Orders, the revision of plans to reflect Change Order items, the attendance in meetings and/or discussions involving Change Order items, and associated expenses will be considered **Additional Services**.
11. **Note that the above scope of services is based on the following information provided by the County:**
 - Storm water detention is NOT required. The note on Sheet C6.2, Post Developed Drainage Area Map, dated 7/26/21, of the Synthetic Turf Field drawings by LDD Sports indicates that the impervious area of the proposed building was "added to post developed DA#5A to account in bio-retention sizing and SWM" for the previous turf field permitting.
 - Based on conversation with the City of Asheville Water Resources Department, and based on Sheets U1, U2, and U3 of the set of drawings by McGill Associates, dated July 1999 and the City water line mapping, a 6" water line currently exists across the Sports Park property beginning at Captains Drive and extending to the picnic shelter, south of the Buncombe County Maintenance Facility. The City indicates this line is currently unmetered and will be required to be a private line with a master meter vault and backflow preventer assembly. Only a service line from the end of the existing line is required for the new restroom facility.

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- **Length of extension of 6" water line based on discussions with Buncombe County General Services office.**
12. Note that should the above information be incorrect, or the information and regulatory requirements currently provided to our office differ from the above, the design of water line extension from other locations and the design of storm water detention facilities will be considered **Additional Services**.
 13. **Additional Services** will be billed at billing rates current at the time of services on a cost plus expenses basis.
 14. Billings will be provided generally monthly and will be based on the percentage of services completed. Payment is due within **30** days of invoicing unless other arrangements are agreed upon.
 15. Services for tasks other than those specifically detailed above are **not** included in the above fees.
 16. This proposal is effective for a period of **30** days. Davis CivilSolutions, PA reserves the right to revise fees and associated rates if acceptance of this proposal occurs after that time.

If the above is acceptable to you, please provide appropriate signature below and return one (1) copy to us. We appreciate your consideration of our services. Should you have any questions, please feel free to call.

Sincerely,

DAVIS CIVILSOLUTIONS, P.A.


GARY D. DAVIS, P.E.

ACCEPTED:

NAME

TITLE

DATE

PRE-PROPOSAL, ON SITE, PROJECT DISCUSSION - NOTES

PROJECT NUMBER: 2022090
PROJECT: Restroom Installation at the Buncombe County Sports Park
DATE: 12/22/22 **TIME:** 1:00 PM
LOCATION: Buncombe County Sports Park

ATTENDEES:	Name	Company
	Ronnie Lunsford, Facilities/PM	Buncombe Co General Services Department
	Lynn Pegg, Recreation Program Mgr	Buncombe County Recreation Services
	Dana Bolden, Civil Engineer	Withers Ravenel
	Marshall Wight, Surveyor	Withers Ravenel
	Ben Poss, Structural Engineer	Kloesel Engineering
	Tilden White, MEP Engineer	Tilden White & Associates
	Mike Domokur, RA	Domokur
	Michael Tabeling, RA	Domokur

PROJECTED PROJECT COMPLETION DATE:	TBD
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DISCUSSION ITEMS:

1. **Proposal Protocol**
 - a. Tabeling to review with Lunsford the County's preferred:
 - i. Form of proposal
 - ii. Proposal approval process
2. **Project Team**
 - a. Buncombe County Team – Roles and Responsibilities
 - i. Lunsford is **Facilities/Project Manager** (Buncombe Co General Services Dept)
 - ii. Pegg is **Program Manager** (Buncombe Co. Recreation Services (BCRS))
 - b. A/E Team
 - i. **Domokur Architects** – Architect
 - ii. **Wither Ravenel** – Civil Engineering, Landscape Architecture & Survey (if req'd)
 - iii. **Kloesel Engineering, PA** – Structural Engineering
 - iv. **Tilden White & Associates, PLLC** – MEP Engineering
 - c. Communication Protocols:
 - i. BC: All correspondence to be direct to Lunsford and copied to Pegg.
 - ii. Domokur Team: All directed to Tabeling
3. **Project Scope discussion**
 - a. Project is installation of a new RR facility at newly renovated, artificial turf fields (fields 1, 2, and 8)
 - i. Assisting in determining the best construction type and delivery method for the project is included in the Team's SOW.
 - a. Brief discussion of BC experience with prefab structures. Not likely to be utilized on this project but the Design Team will vet the possibilities and make recommendation on best project delivery method.
 - ii. Existing infrastructure:
 - a. Water is available on the Park property but is a long distance from the proposed RR bldg site
 - b. Sanitary and storm sewers are nearby, including a storm MH
 - c. Electrical transformer/service is directly accessible
 - d. Newly installed retention basin is designed to support this project
 - iii. Bidding
 - iv. Design Team will facilitate a (courtesy) review by the County
 - v. The County will facilitate the City Zoning approval

- vi. Lunsford will assist in navigating the local AHJ
- vii. Developing site logistics/planning, contractors maintaining safety, and project security are all to be taken into consideration by the Design Team. It was noted that the Park is susceptible to securing breeches and vandalism, especially due to proximity to the railroad tracks and that the site is remote from the Park entrance
- b. Q & A
 - i. Lunsford noted that the proposed building will not be concrete.
 - ii. Lunsford reported that there is no Master Plan for the Park, but that the County is preparing to solicit for a MPing consultant
- 4. **Schedule:**
 - a. Soccer begins in February and runs through late November
 - b. The project is using Grant Funds from the Buncombe County Tourism Development Authority (BCTDA). Pegg will share any terms of the Grant that may affect project schedule.
 - c. The Design Team is to work with Lunsford and Pegg to develop a proposed project design and construction schedule.
- 5. **Budget:** Proposed to be a total Project Budget of \$750,000 (all-in)
- 6. **Next Steps**
 - a. Whenever the Design Team plans to be on-site, they must contact Lunsford to coordinate
 - b. Tabeling will work with Lunsford to develop a Project Directory / Contact List
 - c. Lunsford will provide electronic copies of Park existing conditions site documents, including Design Standards / Standard Details
 - d. Tabeling will work with Lunsford regarding need for a Geotechnical Survey

J:\2022090 - Buncombe Co NC – Sports Park Restroom\1 - Design\Meeting Minutes\122222 - Organizational Mtg Agenda.docx

PROFESSIONAL HOURLY RATE SCHEDULE - JANUARY 1, 2023

PRINCIPALS 185.00

REGISTERED ARCHITECTS/LANDSCAPE ARCHITECTS 165.00

CONSTRUCTION ADMINISTRATORS 145.00

PROFESSIONAL INTERIOR DESIGNERS 130.00

TECHNICAL STAFF 120.00

WORD PROCESSING AND ACCOUNTING 90.00

CONSULTING ENGINEERS Net Cost x 1.05

ALL OTHER REIMBURSABLE EXPENSES Net Cost x 1.05



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 4/4/2023

Presentations

Department: Public Safety Communications

Presenter: Derrick Ruble

Contacts: Derrick Ruble, Public Safety Communications Director

Subject: National Public Safety Telecommunicators Week Proclamation

Brief Summary: Recognition of National Public Safety Telecommunicators Week in Buncombe County for April 9-15, 2023.

County of Buncombe
Proclamation

National Public Safety Telecommunicators Week

Whereas emergencies can occur at any time that require police, fire, or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from those who telephone Buncombe County Public Safety Communications; and,

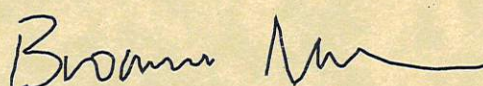
Whereas Public Safety Telecommunicators are the very first of the first responders and are most critical contact our community members have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,

Whereas Buncombe County Public Safety Telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires, safety in our schools, and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now, therefore, be it resolved that the Buncombe County Board of Commissioners does hereby proclaim the week of **April 9 through 15, 2023** to be **National Public Safety Telecommunicators Week** in honor of the dedicated individuals whose diligence and professionalism keep our county and community members safe.



Brownie Newman
Chairman, Buncombe County Board of Commissioners



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 4/4/2023

Presentations

Department: HHS - Public Health

Presenter: Stoney Blevins

Contacts: Stoney Blevins & Ellis Matheson

Subject: National Public Health Week Proclamation

Brief Summary: Recognize the valuable role of Public Health as an organization critical to improve health and wellbeing of everyone in our community. The theme of National Public Health Week 2023 is Centering and Celebrating Cultures in Health. Our cultures have always shaped our health and we learn from the communities we're born in and that we build together. For this NPHW, we look to community leaders as our health leaders and look forward to acknowledging the valuable role of public health in our community.

County of Buncombe
Proclamation

National Public Health Week

Whereas the week of April 3, 2023, is National Public Health Week;

Whereas the theme for National Public Health Week in 2023 is “Centering and Celebrating Cultures in Health”;

Whereas the goal of National Public Health Week in 2023 is to recognize the contributions of public health in—

(1) improving the health of the people of the United States; and

(2) achieving health equity;

Whereas many of the leading causes of death for individuals in the United States result from chronic conditions, which are among the most common, costly, and preventable of all health challenges;

Whereas there are significant differences in the health status of individuals living in the healthiest States and those living in the least healthy States, including differences in obesity rates, the prevalence of chronic disease, and the prevalence of infectious disease;

Whereas racial and ethnic minority populations in the United States continue to experience disparities in the burden of illness and death, as compared with the entire population of the United States;

Whereas women die from pregnancy-related complications in the United States at a higher rate than in many other developed countries, and an estimated 80 percent of maternal deaths in the United States are preventable;

Whereas Black mothers experience a maternal mortality rate 3 times higher than White mothers in the United States;

Whereas there were an estimated 101,758 drug overdose deaths in the United States during the 12-month period ending in October 2022.

Whereas studies show that strategic investments in disease prevention can result in significant savings in health care costs;

Whereas vaccination is one of the most significant public health achievements in history and has resulted in substantial decreases in the number of cases, hospitalizations, and deaths associated with vaccine-preventable diseases; and health care costs associated with vaccine-preventable diseases;

Whereas public health professionals help communities prevent, prepare for, mitigate, and recover from the impact of health threats, including disease outbreaks, such as the COVID-19 pandemic; and natural disasters and disasters caused by human activity;

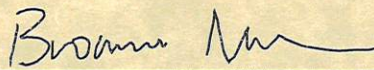
Whereas public health professionals collaborate with partners outside of the health sector, including sectors that design our built environment, educational systems, and private sector businesses, recognizing that other sectors influence health outcomes;

Whereas in communities across the United States, individuals are changing the way they care for their health by avoiding tobacco use, eating healthier, increasing physical activity, and preventing unintentional injuries at home and in the workplace; and

Whereas efforts to adequately support public health and the prevention of disease and injury can promote a health system focused on treating illness to a health system focused on promoting wellness;

Now, therefore, be it resolved, that the Buncombe County Commissioners—

- (1) supports the goals and ideals of National Public Health Week;
- (2) recognizes the efforts of public health professionals at every level of government and the community organizations and individuals in Buncombe County, working to prevent disease and injury;
- (3) recognizes the role of public health in preventing and responding to infectious disease outbreaks, such as the COVID-19 pandemic as well as mitigating short-term and long-term impacts of infectious disease outbreaks on the health and wellness of individuals and families;
- (4) recognizes that public health is key in addressing social and other determinants of health, including health disparities experienced by minority populations; and
- (5) encourages increased efforts and resources to strengthen the public health system and workforce in the United States; and
- (6) encourages the people of the United States to learn about the role of the public health system in improving health across the United States.



Brownie Newman
Chairman, Buncombe County Board of Commissioners



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 4/4/2023

Presentations

Department: Health & Human Services

Presenter: Stoney Blevins

Contacts: HHS (Stacey Wood, Stoney Blevins & Rebecca Smith)

Subject: Child Abuse Prevention Month Proclamation

Brief Summary: Child abuse and neglect are preventable, and all communities benefit when children and families are well supported. April is National Child Abuse Prevention (CAP) Month, a time when child welfare organizations across the U.S. elevate the importance of creating systems and programs that put children and families first. This is an opportunity to reinforce the idea that all community members have a role in ensuring children have positive experiences and families have the resources they need when they need them, well before they are in crisis. The theme of this year's awareness and impact campaign that we lead in partnership with our national network of state chapters, is "Building Together: Prevention in Partnership".

County of Buncombe

Proclamation

Child Abuse Prevention Month

- Whereas,** children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;
- Whereas,** all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;
- Whereas,** child abuse and neglect are community responsibilities affecting both the current and future quality of life of a community;
- Whereas,** communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;
- Whereas,** effective child abuse prevention strategies are a whole community response that requires partnerships created among citizens, human service agencies, behavioral health providers, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;
- Whereas,** it is vital that we join forces with the Child Protection Team of Buncombe County and Mountain Child Advocacy Center, to reach out to parents and children to prevent child physical abuse, sexual abuse, and neglect and to strengthen families and children who have experienced abuse.

Now, Therefore, Be It Proclaimed by the Board of Commissioners for the County of Buncombe as follows:

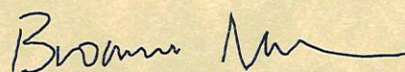
1. That the month of April 2023 be proclaimed

CHILD ABUSE PREVENTION MONTH

in Buncombe County.

2. That this Board does hereby call upon every citizen to join the child protection organizations, groups, and individuals in observance of the month with appropriate programs and activities.
3. That this proclamation be effective upon its adoption.

Adopted this 4th day of April 2023



Brownie Newman
Chairman, Buncombe County Board of Commissioners



Asheville Primary School Property Feasibility Study & Temporary Mobile Emergency Medical Services (EMS) Base

Robert M. Brown, General Services
County Manager's Report

Board of County Commissioners Meeting
April 4, 2023



- Feasibility Study – Purpose & Overview
- Designer Request for Qualifications (RFQ) & Firm Selection
- Proposed Schedule
- Discussion





- Collaboration between Buncombe County and the Asheville City School System
- Placement for a temporary mobile EMS base
- Complete a feasibility study of the 4.77 acre site to determine the best use opportunities for the site. Those functions would accommodate Asheville City Schools and Buncombe County



RFQ & Firm Selection

Consulting Services RFQ Evaluation Matrix (0- 5 scoring)

VALUE/SECT.	1	2	3
Submittal List	Firm		
A. Particulars of the Firm	SCM	SCM	SCM
• Partnering Firm Provides Beneficial Experience	0	0	0
• Principals of Firm	0	0	0
• Primary Contact Person	0	0	0
• Personnel / Resumes & They Have EMS Experience	0	0	0
B. Project Team Structure	Firm		
Descrp. of Serv. Offered :			
• Architectural	0	0	0
• Civil	0	0	0
• Landscape Architect	0	0	0
• Structural	0	0	0
• Mechanical	0	0	0
• Electrical	0	0	0
• Plumbing	0	0	0
• Fire Protection	0	0	0
• Cost Estimating	0	0	0
• Programming/Office Planning	0	0	0
• Interior Design Service	0	0	0
• Code (Convey Knowledge of Special Code Req.)	0	0	0
• Exterior Building Envelope Consultant Proposed	0	0	0
• Energy Modeling Indicated	0	0	0
• Proposed Team's Experience Together	0	0	0
• Any of the Team Firms are MBE or WBE	0	0	0
C. Specific Relevant Experience	Firm		
• Government Facilities	0	0	0
• Specifically EMS Station Experience	0	0	0
• Other Similar Experience	0	0	0
• Feasibility Study Experience	0	0	0
• Visual Quality of Completed Work	0	0	0
D. Delivery Method	Firm		
• Presentation (Quality of Submission)	0	0	0
• System for Design (3D Modeling - Renedering)	0	0	0
Total	0	0	0
Cumulative Total	0.00	0.00	0.00

RFQ and Design Firm Selection

- County and ACS to develop a scope for RFQ
- Advertise a RFQ (Architectural/Planning and Engineering Services)
- Score the firms
- Selection based on highest score



Proposed Schedule







Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/4/2023

New Business

Department: Planning / Legal & Risk

Presenter(s): Nate Pennington

Contact(s): Nate Pennington, Planning Director
Michael Frue, Senior Staff Attorney

Subject: Set a Public Hearing to Consider an Ordinance Imposing a Temporary
Moratorium on Cryptocurrency Mining

Brief Summary: Pursuant to N.C. Gen. Stat. § 160D-107, local governments may adopt an ordinance authorizing a temporary moratorium on any development approval required by law. Our current ordinances do not define cryptocurrency mining as a specific use. Cryptocurrency mining has the potential to negatively impact surrounding neighborhoods due to excessive energy use, e-waste, pollution and noise. A temporary pause in any such use will protect the public interest and welfare of the residents of the County until such regulations regarding cryptocurrency mining are adopted. If this Board develops standards and mitigation methods for these intensive land uses, then a public hearing will be required. If approved by the Board, staff recommends a one (1) year moratorium from May 2, 2023 through May 1, 2024.

Recommended Motion & Requested Action: Set a public hearing for May 2, 2023 to consider an Ordinance Imposing a Temporary Moratorium on Cryptocurrency Mining.

In compliance with the requirements of N.C. Gen. Stat. § 160D-107, the County makes the following statements:

(1) Cryptocurrency mining requires considerable amounts of electricity usage, which can result in greenhouse gas emissions, as well as additional pollution, e-waste, noise, and other local impacts to communities living near the mining facilities. The County is in the process of developing a new Comprehensive Plan which seeks to develop standards and mitigation methods for intensive land uses that may pose detrimental harm to the natural environment, and the County seeks time to develop standards in conjunction with the Buncombe County Planning Board and the Buncombe County Board of Commissioners. The County looked at alternative solutions to a moratorium but found none. The County has determined that to simply allow this intensive land use to be permitted without regard to location, height, size, density, population and type of trade, industry, residence or other purposes would hinder the current and future Comprehensive Plan and Zoning Ordinance.

(2) Buncombe County seeks to specifically define “cryptocurrency mining” as a specific land use, separate and apart from other data centers, and therefore seeks to take action to place a moratorium on the use of property within the unincorporated jurisdiction of Buncombe County for cryptocurrency mining for a time period of one (1) year or until such a time that specific land use standards can be developed. No zoning certification permits pursuant to Code Sec. 78-598 shall be issued for cryptocurrency mining uses in any zoning district during the moratorium. The moratorium will maintain the status quo by limiting any negative effects in neighborhoods impacted by this use until a proper regulatory scheme can be developed.

For the duration of the moratorium cryptocurrency mining is defined as the commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of cryptocurrencies are released, through the use of server farms employing data processing equipment. A server farm, as used herein, shall be three or more interconnected computers housed together in a single facility whose primary function is to perform cryptocurrency mining or associated data processing.

(3) The moratorium shall begin on May 2, 2023 and the moratorium shall terminate on May 1, 2024 or upon a text amendment addressing the land use of commercial scale cryptocurrency mining whichever occurs first. This one (1) year moratorium will allow the County to complete its Comprehensive Plan and study what type of zoning districts are appropriate for this type of land use. County staff is directed to study and prepare an amendment to the zoning ordinance regarding cryptocurrency mining prior to the expiration of the moratorium.

(4) Upon the adoption of the Comprehensive Plan, Buncombe County Planning Staff will be actively advancing a series of text amendments to the Buncombe County Zoning Ordinance that will seek to mitigate any negative impacts associated with the land use described as cryptocurrency mining prior to the expiration of the moratorium.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/4/2023

New Business

Department: Finance

Presenter(s): Kendra Ferguson, Audit Committee Chair

Mason Scott, Finance

Contact(s): Mason Scott, Finance

Subject: Approval of FY2023 Audit Contract

Brief Summary: Per North Carolina General Statutes, local governments must have an independent financial audit each year. As a recipient of significant Federal and State grant funding, Buncombe County must also be audited annually for compliance with certain grant guidelines and related regulations. External audit contracts are usually for terms of three to five years; the County just completed its fifth year of engagement with the current auditor. In accordance with best practice and direction from the Audit Committee, County staff issued an RFP for independent audit services for an initial term of three years.

Based on a review of RFP responses and interviews of all responding firms, the Audit Committee recommends award of the FY2023 audit contract to Mauldin & Jenkins for \$185,000.

Recommended Motion & Requested Action: Accept Audit Committee recommendation and approve FY2023 audit contract with Mauldin & Jenkins.

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



FY2023 Audit Contract Approval

Presented by

Kendra Ferguson, Audit Committee Chair

Mason Scott, Finance department



Audit RFP Overview and Timeline

- NC General Statutes require independent financial audit each year
- Best practice: RFP for audit services every 3-5 years
- FY2023 Audit RFP Overview
 - January 5: Issued RFP for 3-year contract (option to extend 2 years)
 - March 8 and 9: Interviewed all four responding firms
 - March 21: Audit Committee discussed and voted on recommendation
 - April 4: **Recommendation presented to BOCC**



RFP Responses

- CliftonLarsonAllen (CLA)*
- Forvis
- Mauldin & Jenkins
- Thompson, Price, Scott, Adams & Co (TPSA)

**CLA audited Buncombe County FY2018 - 2022*



Audit Contract Recommendation

- **Audit Committee recommends: Mauldin & Jenkins**
 - Approval of initial contract for FY2023 audit: \$185,000
 - Full contract term is FY2023 through 2025, with option to extend through FY2027
- Distinguishing characteristics of selected auditor
 - Large, established regional firm in southeast
 - Dedicated governmental audit team and resources
 - Significant compliance audit expertise proposed for assigned team
 - Current clients include Orange, Wake, and Moore counties



Request for Board Action

- Accept Audit Committee recommendation and authorize FY2023 audit contract with Mauldin & Jenkins





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: April 4, 2023

New Business

Department: Budget

Presenter(s): John Hudson, Budget

Contact(s): Mason Scott, Finance
Matt Evans, Finance
Ronnie Lunsford, General Services
Dane Pederson, Solid Waste

Subject: Project Closures (Multiple Funds)

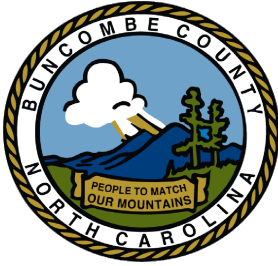
Brief Summary: Each year, at the conclusion of the audit, Finance and Budget work together to close all projects that were completed as of the previous fiscal year. Here you will find six amendments with varying projects ready to be closed out from the following funds:

- School Capital Fund Commission Fund
- Grant Projects Fund
- Asheville Buncombe Technical Community College Capital Projects Fund
- Public Schools ADM Sales Tax & Lottery Capital Projects Fund
- Capital Projects Fund
- Solid Waste Capital Projects Fund

Recommended Motion & Requested Action: Approve budget amendment

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

ORDINANCE #23-04-03



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

BOARD MEETING DATE: April 4, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Public School Capital Needs Fund 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 4th day of April, 2023

Project Name: FY2023 Public School Capital Needs Fund Closures

Description:

This amendment closes 21 projects and previous years' debt issuance costs (Fund 326 Administration), totalling over \$13M.

The completion of these projects returns \$178,754 to the School Capital Fund Commission for disbursement.

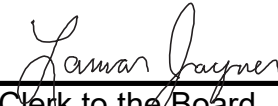
Funding Source:

No additional dollars.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
ADA Greenhouses	\$ (42,697)	\$ (42,697)
Admin Svcs Bldg Roof & Drainage & Crickets to Drains	\$ (748,000)	\$ (748,000)
Avery's Creek ES - Phase 2 of 4 Reroofing	\$ (398,797)	\$ (398,797)
BCS LED Lighting Replacement - Rebate Supplement	\$ (250,000)	\$ (250,000)
Candler Elem School Enclosed Walkway	\$ (145,000)	\$ (145,000)
Candler ES - Phase 2 of 3 Reroofing	\$ (581,203)	\$ (581,203)
Enka High School Turf & Lighting Upfit	\$ (675,000)	\$ (675,000)
Enka Middle Renovations	\$ (150,000)	\$ (150,000)
Estes Elementary Phase 1 of 5: Classroom Addition	\$ (1,950,000)	\$ (1,950,000)
Fairview Elementary - New Drive Queue	\$ (489,000)	\$ (489,000)
Fairview ES - Design and Assessment of Queueing Access Road	\$ (150,000)	\$ (150,000)
Hall Fletcher Roof Replacements	\$ (428,375)	\$ (428,375)
Johnston Elem - Reroofing	\$ (265,000)	\$ (265,000)
Johnston Elem School Energy Management System	\$ (210,000)	\$ (210,000)
Leicester Elem School Re-Roof	\$ (435,000)	\$ (435,000)
North Buncombe HS - Supplement to Stadium Lighting Upfit	\$ (300,000)	\$ (300,000)
North Buncombe HS - Track Replacement	\$ (1,310,000)	\$ (1,310,000)
Radio Upgrade Equipment & Install	\$ (2,226,825)	\$ (2,226,825)
Roberson High School Track & Field Replacement	\$ (650,000)	\$ (650,000)
Security Assessment	\$ (400,000)	\$ (400,000)
Weaverville Primary Re-Roof Areas I, J, L, M	\$ (212,000)	\$ (212,000)
Fund 326 Administration	\$ (991,193)	\$ (991,193)
TOTAL	\$ (13,008,090)	\$ (13,008,090)

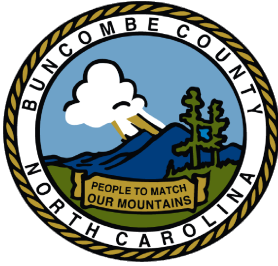
ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board

ORDINANCE #23-04-04



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: April 4, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Grants 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 4th day of April, 2023

Granting Agency: FY2023 Grants Fund Closures
Grant Name:

Description:

This amendment closes the following grants totaling \$8.8M: BCCCP WNC Bridge Foundation, Community Paramedicine, Community-Based Disposal, Coronavirus Relief Fund, DHT Census Grant Savings, DWI Court 2021, Family Justice Center Governor's Crime Commission (GCC) Grant 2020-2022, Justice Assistance Grant (JAG) 2020, JAG 2020 - GCC, NC Foundation Rainbow Mountain, State Library NC - CARES Grant, and Urban Search & Rescue (USAR) TF2 Training.

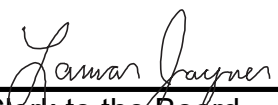
Funding Source:

No additional dollars.

Exhibit A:		Increase (Decrease)	
Account Description	Revenues	Expenditures	
BCCCP WNC Bridge Grant	\$ (44,400)	\$	(44,400)
Community Paramedicine Grant	\$ (499,953)	\$	(499,953)
Community-Based Disposal	\$ (24,364)	\$	(24,364)
Coronavirus Relief Fund	\$ (6,786,627)	\$	(6,786,627)
DHT Census Grants Savings	\$ (16,728)	\$	(16,728)
DWI Court 2021	\$ (86,863)	\$	(86,863)
FJC GCC Grant 2020-2022	\$ (1,182,878)	\$	(1,182,878)
JAG 2020	\$ (13,188)	\$	(13,188)
JAG 2020 - GCC	\$ (24,500)	\$	(24,500)
N.C. Foundation Rainbow Mountain	\$ (3,725)	\$	(3,725)
SLNC CARES Grant Project Award	\$ (72,025)	\$	(72,025)
USAR TF2 Training	\$ (45,000)	\$	(45,000)
TOTAL	\$ (8,800,251)	\$	(8,800,251)

ATTEST:

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

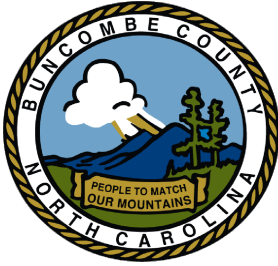


Clerk to the Board

By: 

Chairman of the Board

ORDINANCE #23-04-05



BUNCOMBE COUNTY, NORTH CAROLINA
Article 46 Sales Tax Capital Fund Project Ordinance

BOARD MEETING DATE: April 4, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Article 46 Sales Tax 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 4th day of April, 2023

Project Name: Closure of FY20 Energy Savings Project

Description:

This amendment closes the FY20 Energy Savings Project. The savings of \$173,763 will be available for reallocation in the AB Tech Fund.

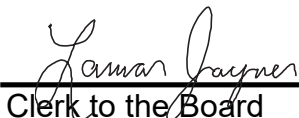
Funding Source:

No additional dollars.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
FY20 Energy Savings	\$ (500,000)	\$ (500,000)
TOTAL	\$ (500,000)	\$ (500,000)

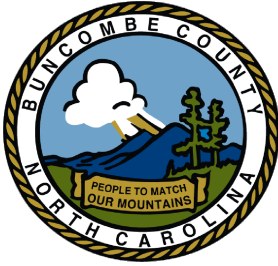
ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board

ORDINANCE #23-04-06



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

BOARD MEETING DATE: April 4, 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 4th day of April, 2023

Project Name: FY2023 Schools ADM Capital Fund Project Closures

Description:

This amendment closes the Fairview Elementary School Repaving and Fairview Elementary School Additions & Renovations projects. In addition, this closes a portion of previous years' Article 40 & 42 sales tax funding that is provided to Asheville City and Buncombe Schools Schools.

There are no savings as sales tax receipts are paid to the schools and lottery funding is drawn

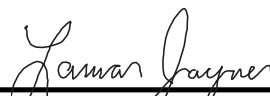
Funding Source:

No additional dollars.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fairview Elementary School Repaving	\$ (100,000)	\$ (100,000)
Fairview ES Additions & Renovations	\$ (2,150,000)	\$ (2,150,000)
Fund 335 Administration	\$ (69,000,000)	\$ (69,000,000)
TOTAL	\$ (71,250,000)	\$ (71,250,000)

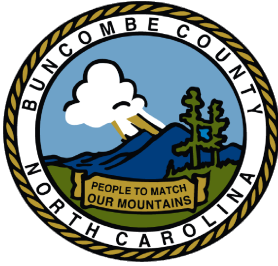
ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board

ORDINANCE #23-04-07



BUNCOMBE COUNTY, NORTH CAROLINA
Capital Projects Ordinance

BOARD MEETING DATE: April 4, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 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 4th day of April, 2023

Project Name: FY2023 Capital Fund Project Closures

Description:

This amendment closes eight projects totalling just over \$9.4M.

The completion of these projects returns \$82K via the Limited Obligations Bonds (LOBS) 2015 issuance, which may be used for debt service or a like project, which will go back to the General Fund for debt service, \$663K via the LOBS 2020A issuance, and \$57K from Interfund Transfers, which will remain in the Capital Fund.

Bond revenue savings are limited to the types of projects specified in the bond issuance or to debt service.

Funding Source:

No additional dollars.

Exhibit A:	Increase (Decrease)	
Account Description	Revenues	Expenditures
HHS Complex	\$ (1,474,184)	\$ (1,474,184)
Exterior Building Projects	\$ (6,575,783)	\$ (6,575,783)
FY20 Comprehensive Facilities Assessment	\$ (835,780)	\$ (835,780)
FY20 Shelter at Lake Julian Walking Trail	\$ (180,000)	\$ (180,000)
FY22 Boat Launch at Lake Julian Park	\$ (40,000)	\$ (40,000)
FY22 Lake Julian Paddle Boat Replacement	\$ (88,000)	\$ (88,000)
FY22 Owen Park Playground Upgrade	\$ (125,249)	\$ (125,249)
Library Infrastructure	\$ (140,085)	\$ (140,085)
TOTAL	\$ (9,459,081)	\$ (9,459,081)

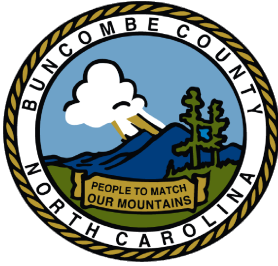
ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board

ORDINANCE #23-04-08



BUNCOMBE COUNTY, NORTH CAROLINA
Solid Waste Capital Projects Fund Project Ordinance

BOARD MEETING DATE: April 4, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Solid Waste Capital Projects Fund 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 4th day of April, 2023

Project Name:	Closure of Solid Waste Projects & Creation of Loader Project
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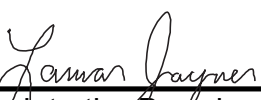
Description:	This amendment closes the Transfer Facility Project, with a savings of \$18,167, closes debt issuance costs from the prior year (Fund 342 Administration), closes two projects that have not yet begun. The GPS System and Service Truck are not being pursued because of coverage issues with the GPS on the site and operational changes regarding the need for the service truck. Instead, those dollars will be used to purchase a loader, rather than lease. By moving the loader from a lease to outright purchase, projected savings are around \$60,000.
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Funding Source:	No additional dollars.
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Exhibit A:	Increase (Decrease)	
Account Description	Revenues	Expenditures
Transfer Facility	\$ (500,000)	\$ (500,000)
FY23 GPS System for Landfill Equipment	\$ (230,000)	\$ (230,000)
FY23 Service Truck	\$ (150,000)	\$ (150,000)
FY23 Loader	\$ 380,000	\$ 380,000
Fund 342 Administration	\$ (24,000)	\$ (24,000)
TOTAL	\$ (524,000)	\$ (524,000)

ATTEST:

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



Clerk to the Board

By: 

Chairman of the Board

FY2023 Project Closures

Project Closing Savings

Public School Capital Needs Fund	Savings	Note
ADA Greenhouses	\$ (42,696.62)	While budget was approved, revenues were not allocated
Admin Svcs Blding Roof & Drainage & Crickets to Drains	\$ 63,173.27	LOBS 2018 Bond Savings
Candler Elem School Enclosed Walkway	\$ 2,390.81	LOBS 2018 Bond Savings
Candler ES - Phase 2 of 3 Reroofing	\$ 9,625.12	LOBS 2022 Bond Savings
Enka High School Turf & Lighting Upfit	\$ 576.76	LOBS 2018 Bond Savings
Enka Middle Renovations	\$ 145.94	LOBS 2018 Bond Savings
Hall Fletcher Roof Replacements	\$ 14,250.34	LOBS 2020A Bond Savings
Johnston Elem - Reroofing	\$ 141.89	LOBS 2022 Bond Savings
Johnston Elem School Energy Management System	\$ 131.42	LOBS 2018 Bond Savings
Leicester Elem School Re-Roof	\$ 140.56	LOBS 2020A Bond Savings
North Buncombe HS - Supplement to Stadium Lighting Upfit	\$ 190.48	LOBS 2022 Bond Savings
Radio Upgrade Equipment & Install	\$ 127,380.80	LOBS 2020A Bond Savings
Roberson High School Track & Field Replacement	\$ 494.75	LOBS 2020A Bond Savings
Security Assessment	\$ 1,300.33	LOBS 2020A Bond Savings
Weaverville Primary Re-Roof Areas I, J, L, M	\$ 1,508.53	LOBS 2020A Bond Savings
	\$ 178,754.38	
Capital Projects Fund		
HHS Complex	\$ 82,663.54	LOBS 2015 Bond Savings
Exterior Building Projects	\$ 663,520.01	LOBS 2020A Bond Savings
FY22 Boat Launch at Lake Julian Park	\$ 40,000.00	Interfund Transfer Savings
FY22 Lake Julian Paddle Boat Replacement	\$ 9,005.00	Interfund Transfer Savings
FY22 Owen Park Playground Upgrade	\$ 8,539.75	Interfund Transfer Savings
Library Infrastructure	\$ 0.43	Interfund Transfer Savings
	\$ 803,728.73	

Notes: Bond savings are restricted to project types within the scope defined by the issuance; LOBS stands for Limited Obligations Bonds.