

Board of Commissioners' Agenda

March 1, 2022

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

Public Comment is taken at the beginning of the meeting.

The meeting will broadcast via Facebook Live [@Buncombegov](#).

Call To Order

[▲top](#)

Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Consent Agenda [▲top](#)

- [Approval of February 15, 2022 Special Meeting Minutes](#)
- [Approval of February 15, 2022 Briefing Meeting Minutes](#)
- [Approval of February 15, 2022 Regular Meeting Minutes](#)
- [Tax Collection Report](#)
- [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Mike Sparks](#)
- [Resolution Awarding a Fire Helmet to a Retiring Deputy Fire Marshal - Jerry Leatherwood](#)
 - [Resolution](#)
- [Budget Amendment for Additional LINKS Funding](#)
 - [Ordinance](#)
- [Budget Amendment for VAYA's American Rescue Plan Act Child and Family Grant](#)
 - [Ordinance](#)

Public Comment

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Good News [▲top](#)

- [Recipient of the Order of the Long Leaf Pine Society – Walt Ward](#)

Presentations

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Public Hearings

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County Manager's Report

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Old Business

▲top

New Business

▲top

- [Resolution Authorizing the Execution of Special Warranty Deeds to Buncombe County Board of Education](#)
 - [Resolution](#)
 - [Eblen Intermediate School Deed](#)
 - [North Buncombe High School Deed](#)
- [Resolution Authorizing the Execution of Non-Warranty Deed to Asheville City Board of Education](#)
 - [Resolution](#)
 - [Ira B. Jones Elementary School Deed](#)
- [Resolution Authorizing the Execution of an Amendment to the Design Build Construction Contract Between Buncombe County and Astroturf Corporation](#)
 - [Resolution](#)
 - [Agreement](#)
 - [Ordinances](#)
 - [More Information](#)
- [Budget Amendment for FY2022 Joint Committee Recommended Projects](#)
 - [Ordinance](#)

- [Budget Amendment for Communicable Disease and Infection Prevention Mobile Team \(CDIP\)](#)
 - [Ordinance](#)

Board Appointments [▲top](#)

- Library Board
 - Joseiah Rogers
 - Julie Risedorf
 - Ruth O’Donnell

Announcements [▲top](#)

- March 15 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- March 15 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

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Adjournment

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MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF MARCH 1, 2022 AT 5 P.M.

BE IT REMEMBERED: That the Board of Commissioners met in regular session on March 1, 2022, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

The Chairman called the meeting to order with the following members present:

- Brownie Newman, Chairman
- Jasmine Beach-Ferrara, Commissioner
- Amanda Edwards, Vice Chair
- Robert Pressley, Commissioner
- Parker Sloan, Commissioner
- Terri Wells, Commissioner
- Al Whitesides, Commissioner

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Jennifer Barnette, Budget Director; Sheriff Quentin Miller; Tim Love, Intergovernmental Relations; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

PLEDGE OF ALLEGIANCE

INVOCATION

Chairman Newman requested a moment of silence for Ukraine in reference to the Russia invasion.

CONSENT AGENDA

Commissioner Pressley motioned to approve the Consent Agenda, add **Ukraine Pastor Leonty Ostapovich** to **Presentations**, move **Good News** before **Public Comment**, and the remainder of the agenda. Commissioner Wells seconded and the motion passed 7-0.

- Approval of February 15, 2022 Special Meeting Minutes
- Approval of February 15, 2022 Briefing Meeting Minutes
- Approval of February 15, 2022 Regular Meeting Minutes
- Tax Collection Report
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Mike Sparks
- Resolution Awarding a Fire Helmet to a Retiring Deputy Fire Marshal - Jerry Leatherwood
 - Resolution
- Budget Amendment for Additional LINKS Funding
 - Ordinance
- Budget Amendment for VAYA's American Rescue Plan Act Child and Family Grant
 - Ordinance

GOOD NEWS

- Recipient of the Order of the Long Leaf Pine Society – Walt Ward**

Heath Smith, Veterans Service Officer, acknowledged the dedication of Walt Ward and congratulated him on the award for his work at the County .

PUBLIC COMMENT

The following individuals spoke against the current National Forest plan of logging some areas of the Pisgah Forest/Craggy Mountain region:

Bob Wagner	Braethun Bharathae	Katherine Pesce	Miles Woody	Scott Karas
Ed Stein	Rob Lenfestry	Mary Crowe	Sherrod Brady	Rebecca King
Anna Littman	Hannah Furgurde	Karin Heiman	Laurie	
Sam Evans	Victoria Reiser	Jennifer Alaine	Timmerman	

Matt Barker, Sophia Phosalophus, Kathy Stillwell, Gabrielle Price, and Jenny Wilds expressed issues with the construction of the Dollar General on Rowland Road.

Don Yelton stated that uncut forests are an issue and referenced Barnardsville.

PRESENTATIONS

- Ukraine Pastor Leonty Ostapovich**

Pastor Leonty Ostapovich explain the Russia conflict with the invasion of Ukraine and the need for assistance.

COUNTY MANAGER'S REPORT

Avril Pinder, County Manager, announced the opening of the American Rescue Plan Act request for proposals and the upcoming Southern Conference Basketball Tournament (SoCon).

NEW BUSINESS

- **Resolution Authorizing the Execution of Special Warranty Deeds to Buncombe County Board of Education**

Michael Frue, Senior Staff Attorney, explained that the reason for the resolution is the indebtedness secured by these properties have been satisfied, and pursuant to agreement of the parties, Buncombe County is required to re-convey the properties to the Buncombe County Board of Education.

Commissioner Wells moved to approve the budget amendment as presented. Vice Chair Edwards seconded and the motion passed 7-0.

- **Resolution Authorizing the Execution of Non-Warranty Deed to Asheville City Board of Education**

Michael Frue, Senior Staff Attorney, explained that the reason for the resolution is the improvements are completed, and, pursuant to agreement of the parties, Buncombe County is required to re-convey the Properties to The Asheville City Board of Education.

Commissioner Whitesides moved to approve the budget amendment as presented. Commissioner Wells seconded and the motion passed 7-0.

- **Resolution Authorizing the Execution of an Amendment to the Design Build Construction Contract Between Buncombe County and AstroTurf Corporation**

Tim Love, Interim Recreation Services Director, explained that the agreement needs to be amended by updating the scope of the project and increasing the amount to be paid under the agreement from \$3,500,000 to an amount not to exceed \$4,754,726. The reason for the increase is the cost of turf procurement and installation which were impacted by inflation and supply chain issues.

Commissioner Pressley moved to approve the resolution as presented. Vice Chair Edwards seconded and the motion passed 7-0.

Commissioner Sloan moved to approve the budget amendments as presented. Commissioner Whitesides seconded and the motion passed 7-0.

- **Budget Amendment for FY2022 Joint Committee Recommended Projects**

John Hudson, Budget, explained the budget amendment.

Commissioner Wells moved to approve the budget amendment as presented. Commissioner Sloan seconded and the motion passed 7-0.

- **Budget Amendment for Communicable Disease and Infection Prevention Mobile Team (CDIP)**

John Hudson, Budget, and Stacie Saunders, Public Health Director explained the budget amendment.

Vice Chair Edwards moved to approve the budget amendment as presented. Commissioner Sloan seconded and the motion passed 7-0.

BOARD APPOINTMENTS

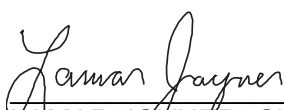
Vice Chair Edwards moved to appoint **Joseiah Rogers**, **Julie Risedorf** and reappoint **Ruth O'Donnell** to the **Library Board**. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *March 15 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *March 15 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

Commissioner Whitesides moved to adjourn the meeting. Commissioner Wells seconded and the motion passed 7-0. The meeting was adjourned at 7:09 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 January 2022 Tax Collection Report

BRIEF SUMMARY:

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

As of January 31, 2022, the total levy billed for fiscal year 2022 is 95.99% collected, as compared to 96.07% for fiscal year 2021. Last fiscal year, delinquency notices were mailed on January 21st. Delinquency notices for fiscal year 2022 were delayed slightly and mailed in February. The collection percentage decrease from fiscal year 2021 is attributed to the delayed notices, with the expectation of matching the percentage collected by the end of February.

Below is Buncombe County year to date reporting for fiscal year 2022, as of January 31, 2022.

Current Year Collections

Fiscal Year 2022	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 13,598,425.14	\$ 4,672,230.91	\$ 204,205,858.79	\$ 8,199,026.50	\$ 230,675,541.34
Amount Collected	\$ 12,581,821.59	\$ 4,671,896.02	\$ 196,009,445.36	\$ 8,172,191.22	\$ 221,435,354.19
Unpaid Balance	\$ 1,016,603.55	\$ 334.89	\$ 8,196,413.43	\$ 26,835.28	\$ 9,240,187.15
Interest Collected	\$ 4,213.46	\$ -	\$ 211,472.52	\$ 62,432.51	\$ 278,118.49
FY22 Collection %	92.52%	99.99%	95.99%	99.67%	95.99%
FY21 Collection %	93.36%	99.94%	96.02%	99.22%	96.07%

Total fiscal year 2022 year to date collections, property tax and interest

\$ 221,713,472.68

Prior Year Collections

Prior Years 2012-2021	Personal Property	Real Estate	Total
Amount Collected	\$ 55,416.82	\$ 396,303.65	\$ 451,720.47
Interest Collected	\$ 7,231.00	\$ 35,178.27	\$ 42,409.27

Total prior year collections, fiscal year to date

\$ 494,129.74

***Total property tax released January 2022 due to taxable value adjustments**

\$ 4,148.58

***Total refunds processed January 2022**

\$ 248,920.56

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

RESOLUTION #22-03-01

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

- WHEREAS, Mike Sparks is retiring from the Buncombe County Sheriff's Office after 28 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number RSV186, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

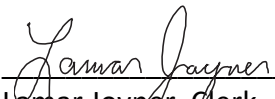
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

This the 1st day of March, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM


County Attorney



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 3/1/2022

Consent Agenda

Department: Legal & Risk

Presenter(s): Michael Frue

Contact(s): Michael Frue

Subject: Resolution Awarding a Fire Helmet to a Retiring Deputy Fire Marshal

Brief Summary: N.C. Gen. Stat. § 153A-236 authorizes boards of county commissioners to award the fire helmet to a retiring member of a county fire marshal (which serves as a county fire department), or surviving relatives of such a member, upon request, the fire helmet of such deceased or retiring members, at a price determined by such governing body. Jerry Leatherwood retired from the Buncombe County Fire Marshal's Office on February 28, 2022 after 13 years of service

Recommended Motion & Requested Action: Approve the Resolution Awarding a Fire Helmet to a Retiring Deputy fire Marshal.

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

RESOLUTION #22-03-02

RESOLUTION AWARDING A FIRE HELMET TO A RETIRING
DEPUTY FIRE MARSHAL OF THE
BUNCOMBE COUNTY FIRE MARSHAL’S OFFICE

WHEREAS, Jerry Leatherwood retired from the Buncombe County Fire Marshal’s Office on February 28, 2022 after 13 years of service; and

WHEREAS, N.C. Gen. Stat. § 153A-236 authorizes boards of county commissioners to award the fire helmet to a retiring member of a county fire marshal (which serves as a county fire department), or surviving relatives of such a member, upon request, the fire helmet of such deceased or retiring members, at a price determined by such governing body; and

WHEREAS, this board finds that a request has been made to award the fire helmet of the individual named and he is entitled to receive said fire helmet at a price fixed by this Board.

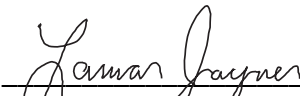
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

- 1. That pursuant to N.C. Gen. Stat. § 153A-236, the individual named above is hereby awarded the fire helmet descried above for a price of zero (\$0) dollars.
- 2. That the County Manager or her designee is authorized to undertake any action(s) necessary to transfer the fire helmet descried above to the individual named above.
- 3. That this resolution shall become effective upon its adoption.

This the 1st day of March, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By:  _____
Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: March 1, 2022

Consent Agenda

Department:
Health and Human Services

Presenter(s):
John Hudson, Budget

Contact(s): Rebecca Smith, Health and Human Services

Subject: Budget Amendment for funding

Brief Summary:

The Consolidated Appropriations Act (Public Law 116-260) enacted on December 27, 2020, provides supplemental appropriations for the John H. Chafee Foster Care Program for Successful Transition to Adulthood. Young adults who are or were in foster care have experienced job loss and other impacts of the pandemic and many of them have not benefited from prior COVID relief efforts, including stimulus checks. On September 10, 2021 NC DHHS, instructed counties to provide one-time unrestricted payments to this population of very vulnerable young adults. The amount provided is \$97,328. All young adults who are at least 18 years old and are not yet 27 and were in foster care at age 14 or older are eligible. Assessment of financial need is not required, and no county match is required.

The amounts of one-time unrestricted payments per eligible young adult which may be made under this program are as follows:

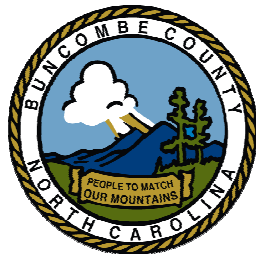
Eligible young adults 18-20 - \$2,500 / Eligible young adults 21-26 - \$5,000

Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented



ORDINANCE #22-03-03

BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: March 1, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget, NOW THEREFORE,

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

1. That the FY 2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 1st day of March, 2022

Requesting Department: Health and Human Services
Budget Amendment Item: Supplemental Chafee (LINKS) funding

Description: The Consolidated Appropriations Act (Public Law 116-260) enacted on December 27, 2020, provides supplemental appropriations for the John H. Chafee Foster Care Program for Successful Transition to Adulthood. Young adults who are or were in foster care have experienced job loss and other impacts of the pandemic and many of them have not benefited from prior COVID relief efforts, including stimulus checks. On September 10, 2021 NC DHHS, instructed counties to provide one-time unrestricted payments to this population of very vulnerable young adults. The amount provided is \$97,328. All young adults who are at least 18 years old and are not yet 27 and were in foster care at age 14 or older are eligible. Assessment of financial need is not required, and no county match is required.

The amounts of one-time unrestricted payments per eligible young adult which may be made under this program are as follows:

Eligible young adults 18-20 - \$2,500 / Eligible young adults 21-26 - \$5,000

Funding Source: U.S. Department of Health and Human Services

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - Division of Social Services - Restricted Intergovernmental	\$ 97,328	
Fund 100 - Division of Social Services - Program Support		\$ 97,328
TOTAL	\$ 97,328	\$ 97,328

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/1/22

Consent Agenda

Department:

Health and Human Services

Presenter(s):

John Hudson, Budget

Contact(s):

Rebecca Smith, HHS Social Work
Lisa White, HHS Business Officer

Subject:

VAYA ARPA Child and Family Grant

Brief Summary:

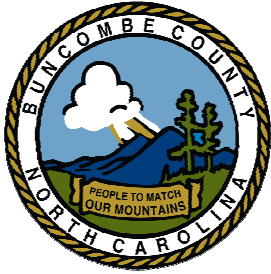
Amendment to the award from Vaya Health for an additional \$15,000. This is a sub-award of Vaya's American Rescue Plan funding in order to prevent children from entering the foster care system. Funds will be used to support families in caring for children who are at risk of entering or who have entered the foster care system. The distribution of these funds are to be focused around Social Determinants of Health and Client Support, such as rental deposits, household bills, Home repair, car repairs, and other basic needs for biological and kinship families.

Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented



ORDINANCE #22-03-04

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 1, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 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 FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 1st day of March, 2022.

Granting Agency:	Vaya Health
Grant Name:	VAYA ARPA Child and Family Grant

Description:
Amendment to the award from Vaya Health for an additional \$15,000. This is a sub-award of Vaya's American Rescue Plan funding in order to prevent children from entering the foster care system. Funds will be used to support families in caring for children who are at risk of entering or who have entered the foster care system. The distribution of these funds are to be focused around Social Determinants of Health and Client Support, such as rental deposits, household bills, Home repair, car repairs, and other basic needs for biological and kinship families.

Funding Source: Vaya Health (through American Rescue Plan)

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Grant Revenue	\$ 15,000	\$ -
Expenditures	\$ -	\$ 15,000
TOTAL	\$ 15,000	\$ 15,000

ATTEST:

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



Clerk to the Board

By: 

Chairman of the Board



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 3/1/2022

Good News

Department: Health & Human Services (HHS)

Presenter(s): Heath Smith, Veterans Service Officer Supervisor

Contact(s): Stoney Blevins, HHS Director

Subject: Order of Long Leaf Pine Award – Walt Ward

Brief Summary: On December 31, 2021, Walt Ward retired from Buncombe County Government with over 43 years of dedicated and excellent service to North Carolina and Buncombe County Veterans. In addition, he also served 2 years in the Peace Corp and 4 years in the Air Force. As a result of an exemplary life devoted to the benefit of others the Governor of North Carolina, Roy Cooper, has awarded him The Order of the Long Leaf Pine.

Recommended Motion & Requested Action: For public recognition only



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 3/1/2022

New Business

Department: Legal & Risk

Presenter(s): Michael Frue

Contact(s): Michael Frue

Subject: Reconveyance of Eblen Intermediate School and North Buncombe High School to the Buncombe County Board of Education

Brief Summary: Buncombe County acquired these Properties from the Buncombe County Board of Education for purposes of financing of the construction of Joe P. Eblen Intermediate School and improvements to the North Buncombe High School building and facilities through installment financing pursuant to G.S. §160A-20. The indebtedness secured by these Properties have been satisfied, and pursuant to agreement of the parties, Buncombe County is required to re-convey the Properties to the Buncombe County Board of Education.

Recommended Motion & Requested Action: Approve the Resolutions Authorizing the Execution of Special Warranty Deeds to The Buncombe County Board of Education.

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

RESOLUTION #22-03-05

RESOLUTION AUTHORIZING EXECUTION OF DEED TO
THE BUNCOMBE COUNTY BOARD OF EDUCATION

WHEREAS, Buncombe County (the "County") is the owner of properties known as Joe P. Eblen Intermediate School and North Buncombe High School (hereinafter sometimes "the Properties") located in Buncombe County and described respectively as follows:

Eblen Intermediate: BEING the 22.02 acres of property described and labeled as Parcel A in a Subdivision Survey prepared by Blue Ridge Land Surveying, Inc. dated October 27, 2009, and recorded in the Office of the Buncombe County Register of Deeds in Plat Book 124, page 113.

For further source of title, see that deed recorded in Deed Book 4744, pages 1231-1232 of the Buncombe County Registry.

North Buncombe: BEING those tracts of land shown as Parcel A (46.05 acres), and Parcel B (11.14 acres) on a plat of a survey for Buncombe County Board of Education dated September 9, 2005, prepared by Blue Ridge Land Surveying, Inc., recorded in Plat Book 102, at Page 68, Buncombe County Registry, to which survey reference is hereby made for a more particular description of North Buncombe High School.

For further source of title, see that deed recorded in Deed Book 4197, pages 700-703 of the Buncombe County Registry.

WHEREAS, the Eblen Intermediate Property was conveyed to the County in December 2009 and the North Buncombe Property was conveyed to the County in March 2006 for purposes of financing improvements to the Properties buildings and facilities through installment financing pursuant to G.S. §160A-20, and which indebtedness have been repaid or refunded;

WHEREAS, the improvements are completed, and, pursuant to agreement of the parties, Buncombe County is required to reconvey the Properties to The Buncombe County Board of Education;

WHEREAS, pursuant to NCGS §160A-274 a county may convey property to another governmental unit upon such terms and conditions as it deems wise;

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to reconvey this Property to The Buncombe County Board of Education.

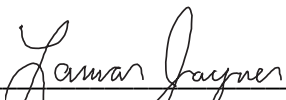
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.
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 the attached Special Warranty Deeds conveying all of its right, title and interest in and to the Properties to The Buncombe County Board of Education.
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.

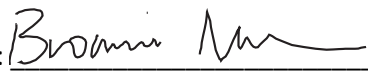
This the 1st of March, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

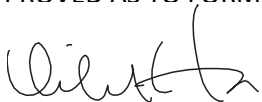


Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

NORTH CAROLINA SPECIAL WARRANTY DEED

Revenue: Exempt (G.S. §105-228.28)
Buncombe County PIN#: 9269-49-6747

Prepared By:
John F. Henning, Jr.
A Licensed NC Attorney
Campbell Shatley, PLLC
674 Merrimon Avenue, Suite 210
Asheville, NC 28804

The preparer of this document has not performed any examination of title to the property described herein.

THIS DEED, made and entered into this the ____ day of _____, 2022 by BUNCOMBE COUNTY, a body politic and corporate of the State of North Carolina, having its principal offices located at 200 College Street, Asheville, NC 28801, Grantor; and the BUNCOMBE COUNTY BOARD OF EDUCATION, a local education agency and body corporate of the State of North Carolina, having its principal offices located at 175 Bingham Road, Asheville, NC 28806, Grantee;

WITNESSETH:

WHEREAS, by the agreement of the parties, the Grantor acquired the property described below (the "Property") from the Grantee for purposes of financing of the Joe P. Eblen Intermediate School building and facilities through installment financing pursuant to G.S.

§160A-20, which indebtedness was to be repaid pursuant to that Deed of Trust, Security Agreement and Fixture Filing dated November 15, 2009, recorded in Deed Book 4751 at pages 277-293 of the Buncombe County Registry;

WHEREAS, the repayment period for the said installment financing has now elapsed, and all indebtedness secured by the Property has been satisfied, as evidenced by that Certificate of Satisfaction recorded in Deed Book 6187, pages 1106-1107 of the Buncombe County Registry; and

WHEREAS, pursuant to the agreement of the parties, the Grantor shall reconvey the Property upon repayment of the outstanding indebtedness;

WITNESSETH that the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is acknowledged, hereby grants, bargains, sells, transfers and conveys and by these presents does transfer and convey to the Grantee, its successors and assigns, in fee simple, all of those tracts or parcels of land in Buncombe County, North Carolina, being more particularly described as follows:

BEING the 22.02 acres of property described and labeled as Parcel A in a Subdivision Survey prepared by Blue Ridge Land Surveying, Inc. dated October 27, 2009, and recoded in the Office of the Buncombe County Register of Deeds in Plat Book 124, page 113.

For further source of title, see that deed recorded in Deed Book 4744, pages 1231-1232 of the Buncombe County Registry.

TO HAVE AND TO HOLD, all right, title and interest in and to the above released premises unto the Board, its successors and assigns, to their only proper use and behoof forever; so that neither the County nor any other person in its name and behalf shall or will hereafter claim or demand any right or title to the same, or any part thereof; but they and every of them shall, by these presents, be excluded and forever banned.

IN WITNESS WHEREOF, the Board of County Commissioners for Buncombe County

has caused these presents to be signed in its name by its Board Chair, and attested to by its Clerk,
and its official seal to be affixed, this the _____ day of _____, 2022.

BUNCOMBE COUNTY

By: _____ (SEAL)
Brownie Newman, Chairman

Attest

Lamar Joyner, Clerk (OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Lamar Joyner personally came before me this day and acknowledged that he is the duly appointed Clerk to the Buncombe County Board of Commissioners, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chair, sealed with its corporate seal and attested by himself as Clerk.

Witness my hand and NOTARIAL SEAL, this the _____ day of _____, 2022.

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)

NORTH CAROLINA SPECIAL WARRANTY DEED

Revenue: Exempt (G.S. §105-228.28)
Buncombe County PIN#: 9744-42-4823 &
9744-43-1421

Prepared By:
John F. Henning, Jr.
A Licensed NC Attorney
Campbell Shatley, PLLC
674 Merrimon Avenue, Suite 210
Asheville, NC 28804

The preparer of this document has not performed any examination of title to the property described herein.

THIS DEED, made and entered into this the ____ day of _____, 2022 by BUNCOMBE COUNTY, a body politic and corporate of the State of North Carolina, having its principal offices located at 200 College Street, Asheville, NC 28801, Grantor; and the BUNCOMBE COUNTY BOARD OF EDUCATION, a local education agency and body corporate of the State of North Carolina, having its principal offices located at 175 Bingham Road, Asheville, NC 28806, Grantee;

WITNESSETH:

WHEREAS, by the agreement of the parties, the Grantor acquired the property described below (the "Property") from the Grantee for purposes of financing improvements to the North Buncombe High School building and facilities through installment financing pursuant to G.S.

§160A-20, which indebtedness was to be repaid pursuant to that Deed of Trust and Security Agreement dated March 1, 2006, recorded in Deed Book 4198 at pages 1058-1077 of the Buncombe County Registry;

WHEREAS, the repayment period for the said installment financing has now elapsed, and all indebtedness secured by the Property has been satisfied, as evidenced by that Certificate of Satisfaction recorded in Deed Book 5642, pages 1627-1628 of the Buncombe County Registry; and

WHEREAS, pursuant to the agreement of the parties, the Grantor shall reconvey the Property upon repayment of the outstanding indebtedness;

WITNESSETH that the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is acknowledged, hereby grants, bargains, sells, transfers and conveys and by these presents does transfer and convey to the Grantee, its successors and assigns, in fee simple, all of those tracts or parcels of land in Buncombe County, North Carolina, being more particularly described as follows:

BEING those tracts of land shown as Parcel A (46.05 acres), and Parcel B (11.14 acres) on a plat of a survey for Buncombe County Board of Education dated September 9, 2005, prepared by Blue Ridge Land Surveying, Inc., recorded in Plat Book 102, at Page 68, Buncombe County Registry, to which survey reference is hereby made for a more particular description of North Buncombe High School.

For further source of title, see that deed recorded in Deed Book 4197, pages 700-703 of the Buncombe County Registry.

TO HAVE AND TO HOLD, all right, title and interest in and to the above released premises unto the Board, its successors and assigns, to their only proper use and behoof forever; so that neither the County nor any other person in its name and behalf shall or will hereafter claim or demand any right or title to the same, or any part thereof; but they and every of them shall, by these presents, be excluded and forever banned.

IN WITNESS WHEREOF, the Board of County Commissioners for Buncombe County
has caused these presents to be signed in its name by its Board Chair, and attested to by its Clerk,
and its official seal to be affixed, this the _____ day of _____, 2022.

BUNCOMBE COUNTY

By: _____ (SEAL)
Brownie Newman, Chairman

Attest

Lamar Joyner, Clerk

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the aforesaid County and
State, hereby certify that Lamar Joyner personally came before me this day and acknowledged
that he is the duly appointed Clerk to the Buncombe County Board of Commissioners, and that
by authority duly given and as the act of the body politic the foregoing instrument was signed in
its name by its said Board Chair, sealed with its corporate seal and attested by himself as Clerk.

Witness my hand and NOTARIAL SEAL, this the _____ day of _____,
2022.

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 3/1/2022

New Business

Agenda Legal & Risk

Department: Michael Frue

Presenter(s): Michael Frue

Contact(s): Reconveyance of Ira B. Jones Elementary School to The Asheville City Board of Education

Subject:

Brief Summary: Buncombe County acquired these Properties from The Asheville City Board of Education for administrative and permitting purposes related to the financing of improvements to Ira B. Jones Elementary School. The improvements are completed, and, pursuant to agreement of the parties, Buncombe County is required to re-convey the Properties to The Asheville City Board of Education.

Recommended Motion & Requested Action: Approve the Resolutions Authorizing the Execution of Non-Warranty Deed to The Asheville City Board of Education.

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

RESOLUTION #22-03-06

RESOLUTION AUTHORIZING EXECUTION OF DEED TO
THE ASHEVILLE CITY BOARD OF EDUCATION

WHEREAS, Buncombe County (the "County") is the owner of a certain tract of real property known as Ira B. Jones Elementary School (the "Property") located on Kimberly Avenue in the City of Asheville described as follows:

Being all that property described in a deed to Buncombe County recorded in Deed Book 5576 at Page 1511 Buncombe County, North Carolina Registry;

WHEREAS, the Property was conveyed to the County in August 2017 for administrative and permitting purposes related to the financing of improvements to Ira B. Jones Elementary School;

WHEREAS, the improvements are completed, and, pursuant to agreement of the parties, Buncombe County is required to reconvey the Property to The Asheville City Board of Education;

WHEREAS, pursuant to NCGS §160A-274 a county may convey property to another governmental unit upon such terms and conditions as it deems wise;

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to reconvey this Property to The Asheville City Board of Education.

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

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
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 the Non-Warranty Deed included with this agenda item conveying all of its right, title and interest in and to the Property to The Asheville City Board of Education.
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 1st of March, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

NORTH CAROLINA QUITCLAIM DEED

Revenue: Exempt (G.S. §105-228.28)
Buncombe County PIN#: 9740-53-3371

Prepared By:
John F. Henning, Jr.
A Licensed NC Attorney
Campbell Shatley, PLLC
674 Merrimon Avenue, Suite 210
Asheville, NC 28804

The preparer of this document has not performed any examination of title to the property described herein.

KNOW ALL PERSONS BY THESE PRESENTS, that BUNCOMBE COUNTY, a body politic and corporate of the State of North Carolina, having its principal offices located at 200 College Street, Asheville, NC 28801 (hereinafter referred to as the “County”), for divers good causes and considerations thereunto moving, and more particularly for Ten Dollars and other good and valuable considerations received of THE ASHEVILLE CITY BOARD OF EDUCATION, a local education agency and body corporate of the State of North Carolina, having its principal offices located at 85 Mountain Street, Asheville, NC, 28801 (hereinafter referred to as the “Board”), has remised, released, and forever quitclaimed, and by these presents does, for itself, its successors and assigns, justly and absolutely remise, release, and forever quitclaim unto the said Board, its successors and assigns forever, all of its right, title and interest in and to those certain parcels, tracts, or lot of land lying in the City of Asheville, Buncombe County, North

Carolina, and described as follows:

BEING those tracts of land comprising the Ira B. Jones Elementary School property, to-wit:

Tract 1: Being all of the real property conveyed by that deed dated March 19, 1959 from the Buncombe County Board of Education to the Asheville City Board of Education, recorded in Deed Book 812 at page 149 in the Office of the Register of Deeds for Buncombe County, to which reference is hereby made for a more complete and accurate description.

Tract 2: Being all of the real property conveyed by that deed dated November 2, 1959 from L.T. Russell and wife, Kathleen Russell, to the Asheville City Board of Education, recorded in Deed Book 821 at page 419 in the Office of the Register of Deeds for Buncombe County, to which reference is hereby made for a more complete and accurate description.

Tract 3: Being all of the real property conveyed by that deed dated November 23, 1959 from Kenneth E. Holcombe and wife, Virginia C. Holcombe, to the Asheville City Board of Education, recorded in Deed Book 822 at page 426 in the Office of the Register of Deeds for Buncombe County, to which reference is hereby made for a more complete and accurate description.

Tract 4: Being all of the real property conveyed by that deed dated October 6, 1986 from the City of Asheville to the Asheville City Board of Education, recorded in Deed Book 1454 at pages 38-39 in the Office of the Register of Deeds for Buncombe County, to which reference is hereby made for a more complete and accurate description.

The County received title to the demised premises by that deed recorded in Deed Book 5576 at pages 1511-1513 of the Buncombe County Registry, pursuant to that Memorandum of Understanding and Agency Agreement (the "MOU") entered into by the parties on the 5th day of April, 2017. Pursuant to the terms of the MOU, the County agreed to obtain the said real property for jurisdictional purposes and to construct certain improvements to the buildings thereon. The MOU further provided that upon completion of the said improvements, the County would reconvey the said property to the Board. The Board executes this instrument for the limited purposes of acknowledging the completion of the said improvements and releasing the County from further obligations under the MOU as to this real property.

TO HAVE AND TO HOLD, all right, title and interest in and to the above released premises unto the Board, its successors and assigns, to their only proper use and behoof forever; so that neither the County nor any other person in its name and behalf shall or will hereafter claim or demand any right or title to the same, or any part thereof; but they and every of them shall, by these presents, be excluded and forever banned.

IN WITNESS WHEREOF, the Board of County Commissioners for Buncombe County has caused these presents to be signed in its name by its Board Chair, and attested to by its Clerk, and its official seal to be affixed, this the _____ day of _____, 2022.

BUNCOMBE COUNTY

By: _____ (SEAL)
Brownie Newman, Chairman

Attest

Lamar Joyner, Clerk

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Lamar Joyner personally came before me this day and acknowledged that he is the duly appointed Clerk to the Buncombe County Board of Commissioners, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chair, sealed with its corporate seal and attested by himself as Clerk.

Witness my hand and NOTARIAL SEAL, this the _____ day of _____, 2022.

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)

Asheville City Board of Education

By: _____ (SEAL)
James Carter, Board Chair

Attest

Dr. Gene Freeman, Clerk to the Board

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Dr. Gene Freeman personally came before me this day and acknowledged that he is the duly appointed Superintendent and Ex Officio Secretary to the Asheville City Board of Education, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chair, sealed with its corporate seal and attested by himself as Ex Officio Secretary.

Witness my hand and NOTARIAL SEAL, this the _____ day of _____,
2022.

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/1/2022

New Business

Department: Recreation Services **Presenter(s):** Timothy Love

Contact(s): Timothy Love, John Hudson

Subject: Resolution Authorizing the Execution of an Amendment to the Design Build Construction Contract Between Buncombe County and the Astroturf Corporation

Brief Summary:

On July 21, 2020, the Buncombe County Board of Commissioners approved a contract with the Astroturf Corporation for the design and installation of artificial turf fields at the Buncombe County Sports Park as part of the Enka Recreation Destination project, which was executed the following month.

The Agreement now needs to be amended by updating the scope of the project and increasing the amount to be paid under the Agreement from \$3,500,000 to an amount not to exceed \$4,754,726. The primary driver for this increase is the cost of turf procurement and installation. These estimates were developed in 2018 and the costs have been impacted by inflation and supply chain issues.

Recommended Motion & Requested Action:

Adopt the Resolution Authorizing the Execution of an Amendment to the Design Build Construction Contract Between Buncombe County and the Astroturf Corporation.

Approve two budget amendments allocating \$735K in additional Buncombe County funding for the project.

County Manager's comments and Recommendation:

Approve as presented.

RESOLUTION #22-03-07

Resolution Authorizing the Execution of an Amendment to
the Design Build Construction Contract Between Buncombe
County and the Astroturf Corporation

WHEREAS, on July 21, 2020, the Buncombe County Board of Commissioners approved a contract with the Astroturf Corporation for the design and installation of artificial turf fields at the Buncombe County Sports Park as part of the Enka Recreation Destination project; and

WHEREAS, on or about August 20, 2020, Buncombe County and the Astroturf Corporation (collectively the “Parties”) executed an agreement the design and installation of artificial turf fields at the Buncombe County Sports Park as part of the Enka Recreation Destination project; and

WHEREAS, said agreement is attached hereto as “**Exhibit A**” and referred to herein as the “Agreement;” and

WHEREAS, the Parties now desire to modify the Agreement by updating the scope of the project and increasing the amount to be paid under the Agreement from \$3,500,000 to an amount not to exceed \$4,754,726.

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

1. That it hereby authorizes the execution of the amendment to the Agreement attached hereto as “**Exhibit B**” (the “Amendment”).
2. That the Chair, Vice Chair, and County Manager, or any of them, or their designee, acting individually or collectively, are hereby authorized, empowered and directed to take all actions necessary or appropriate in the judgment of such officers to accomplish the purposes and intents of this Resolution, including the execution and delivery of the Amendment and all other documents, agreements, instruments, further amendments and certificates contemplated by said Amendment and/or necessary to carry out the purpose of the Agreement and the spirit of this Resolution.
3. That, by and with the consent of the County Legal Department, County staff is hereby instructed to proceed with this undertaking and 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

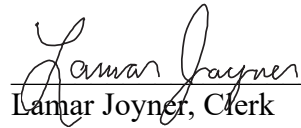
shall be, and the same hereby are, in all respects ratified, approved and confirmed.

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

This the 1st day of March, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM

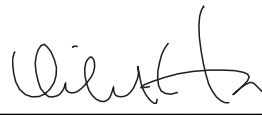

County Attorney

EXHIBIT A

FORM OF DESIGN BUILD CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 20 day of August in the year of 2020 by and between AstroTurf Corporation, a foreign profit corporation organized and existing under the laws of the state of Georgia, with a Principal Office Address of: 2680 Abutment Road SE, Dalton, GA, 30721, USA, hereinafter called the Party of the First Part (the "Design-Builder") and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the "Owner").

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work:

- a. Preconstruction Phase: The Party of the First Part, in consultation, direction, and/or acceptance from the Party of the Second Part, as stated in the General Conditions and from the defined scope of work of the project below, shall determine programmatic needs of the Party of the Second Part, furnish and deliver a complete design for the project including but not limited to architectural and engineering specifications and drawings. Design shall be reviewed and approved by all parties and, at a minimum the reviews shall consist of those of the Party of the Second Part and its General Services Director and/or said Director's designee. The Party of the First Part shall comply with all design guidelines and criteria commensurate with applicable industry and/or trade standards and all design guidelines and criteria of the Party of the Second Part. The Party of the First Part shall provide all required testing and exploration required for the project. The Party of the First Part shall provide a detailed cost estimate to the Party of the Second Part at each phase of design.

Project Name: **Buncombe County Sports Park AstroTurf Synthetic Turf Installation**

Project Scope of Work (See attached "Buncombe County Sports Park Scope of Work" dated April 28, 2020, written on AstroTurf Corporation letterhead.

- b. Construction Phase: The Party of the First Part shall furnish and deliver all materials, and perform all of the work in the manner and form as provided by the approved design drawings and specifications from the Preconstruction Phase, and those items not on the approved design to ensure the project is functional and complete. These plans, specifications and documents to be titled "**The Buncombe County Sports Park AstroTurf Project Contract Documents**," are attached hereto and made a part hereof as if fully contained herein (*such documents may include: advertisements; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates*):
 - i. **Buncombe County Sports Park Scope of Work dated April 28, 2020, written on AstroTurf Corporation letterhead**
 - ii. **Buncombe County Sports Park AstroTurf Installation Preliminary Schedule dated January 3, 2020, entitled "Project: BCSP Preliminary Sche"**
 - iii. **Buncombe County Design Build Construction Contract General Conditions of the Contract Revised January 29, 2020**
 - iv. **AstroTurf Certificate of Insurance**
 - v. **Performance Bond (if desired by County) - See fillable form below.**

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within **150** consecutive calendar days from said date. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.
3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Preconstruction Phase: All design work including plans, specs, and all permitting as shown in the Scope of Work attached. (\$245,000).

Construction Phase: to be determined after completion of the Preconstruction Phase or at an earlier time at the Party of the Second Part's discretion. The additional cost and contract time will be amended by change order to this contract.

Summary of Project Costs:

Total Project Budget:	\$	Not to Exceed 3,500,000
Preconstruction/Design Phase:	\$	245,000
Construction Phase:	\$	TBD by Change Order

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Part's pay request within 30 days upon receipt. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.
5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.
6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attests that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).
8. Notwithstanding Article 23 of the General Terms, for each day that the project site subgrade is wet to the point that work must be delayed, the Party of the First part may delay such work. In the event of such delay, the Party of the First Part shall inform the Party of the Second part in writing and a day will automatically be added to the final completion date.
9. The following exclusions apply to this contract (Unless included in the Scope of Work-attached):

Design Phase Exclusions:

- Printing / Mailing fees and Plan Copy fees (reimbursable expenses)
- 3-D modeling for presentations
- Extensions and/or modifications of any off-site utilities including systems capacity analysis
- NCHA Entrance Permits
- NCHA Road improvements
- NCHA Temporary Occupancy Permit

Construction Phase Exclusions:

- Any survey, layout, certification, testing, or inspection costs, other than those associated with visual base inspection
- Alternating panels
- Custom colors
- Any sports equipment/maintenance equipment not stated in scope
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Repair or patching of any existing concrete or asphalt paving (Unless damaged during construction)
- Supply and/or installation of electrical lines
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb. excavator

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

DESIGN BUILDER AstroTurf Corporation

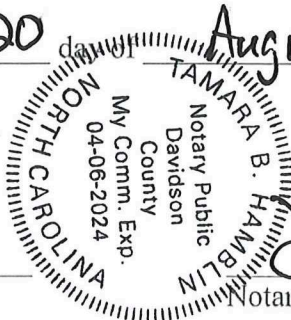
By: [Signature]
(Signature)
Joey Alexander
(Printed Name)
Authorized Signer
(Title)
8-20-20
(Date)

STATE OF NC
COUNTY OF Davidson

I, Tamara B. Hamblin, a Notary Public of the county and State aforesaid, do hereby certify that Joey Alexander personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 20 day of August, 2020

My commission expires: 4-6-24



Tamara B. Hamblin
Notary Public

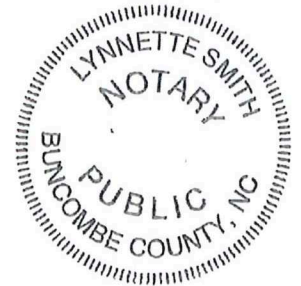
BUNCOMBE COUNTY

By: Avril M Pinder
(Signature)
Avril M. Pinder
(Printed Name)
County Manager
(Title)
8/7/2020
(Date)

STATE OF North Carolina
COUNTY OF Buncombe

I, Lynette Smith, a Notary Public of the county and State aforesaid, do hereby certify that Avril M. Pinder personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 7th day of August, 2020



My commission expires: 5/18/2024

Lynette Smith
Notary Public Lynette Smith

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

Daniel P. H.

Buncombe County Finance Director

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal (Design Builder): _____

Name of Surety: _____

Name of Contracting Body: Buncombe County, a body politic and Corporate

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety, a surety company authorized to do business in North Carolina, above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Performance Bond by the below signatures of duly authorized officials or agents.

DESIGN BUILDER

WITNESS

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

SURETY COMPANY

WITNESS

_____,
A Company Licensed to do Business in N.C.

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

(Surety Corporate Seal)

REGISTERED AGENT

(An authorized agent of the Surety Company who is licensed to do business in North Carolina must Countersign)

(Signature)

(Printed Name)

(Title)

(Date)



The first name in turf ...and all that's around it.

January 6, 2020

Buncombe County Sports Park Scope of Work

Project: Buncombe County Sports Park

Location: Buncombe County, North Carolina

Scope of Work: Conversion of (3) Natural Grass Fields to Synthetic Turf and Construction of Natural Grass Multi-Purpose Field

AstroTurf Corporation appreciates the opportunity to provide you with a general scope of work for AstroTurf Synthetic Turf to be installed at Buncombe County Sports Park in Buncombe County, North Carolina. Our scope includes all labor, materials, tools and equipment necessary to design and install in-place the synthetic turf applications (in accordance with our published product specifications) and described as follows:

AstroTurf Rhino SF 42 – 2.25"

Drainage Base Construction

- Engineering and stamped drawings
- Erosion control plan and implementation
- Excavate field area with on-site disposal (finish grade to match proposed elevations)
- Grade subgrade utilizing laser-guided equipment
- Provide and install concrete curb and wooden nailer board around the perimeter of the fields
- Provide and install 4 oz geotextile fabric over sub grade and in trenches
- Provide and install perforated HDPE collector lines and tie into existing drainage structure(s)
- Provide and install nyloplast drainage basins as needed
- Provide and install 1" x 12" flat pipe
- Electrical comm boxes and conduit as required
- Provide and install designed depth of #57 stone, laser grade and compact
- Provide and install designed depth of finishing stone, laser grade and compact
- Provide and install new perimeter fencing for Field 8
- Construction of proposed bio-retention area
- Construction of proposed asphalt trail and concrete pads
- All base work must be fully accessible at one mobilization, if not additional mobilization charges may apply



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Synthetic Turf Inclusions

- Samples, submittal information, and shop drawings as required
- Installation of selected **AstroTurf Synthetic Turf System** by AstroTurf-certified crews (purchase of synthetic turf is to be by owner)
- Install one of the approved shock pad products identified in the specifications (purchase of pad is to be by owner)
- Inlaid markings for the sport of soccer
- All seams and inlays to be installed using AstroFusion Pro cold glue
- An infill of ambient rubber and silica sand at the manufacturer-approved weights and ratios for the selected **AstroTurf Synthetic Turf System**
- (1) Turf groomer
- (1) G-Max test upon completion
- AstroTurf's Standard (8) Year Warranty
- Private/Non-Prevailing wages
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff

Multi-use Field (Natural Turf), Yalp Toro, Challenge Course and Athletic Agility Course

- Provide and install necessary erosion control measures
- Excavation and cut/fill to achieve design grades and elevations
- Amend existing soil with necessary amendments and bleccovate into existing soils
- Laser grade to specified tolerances
- Provide and install sod/sprigs/seed as required

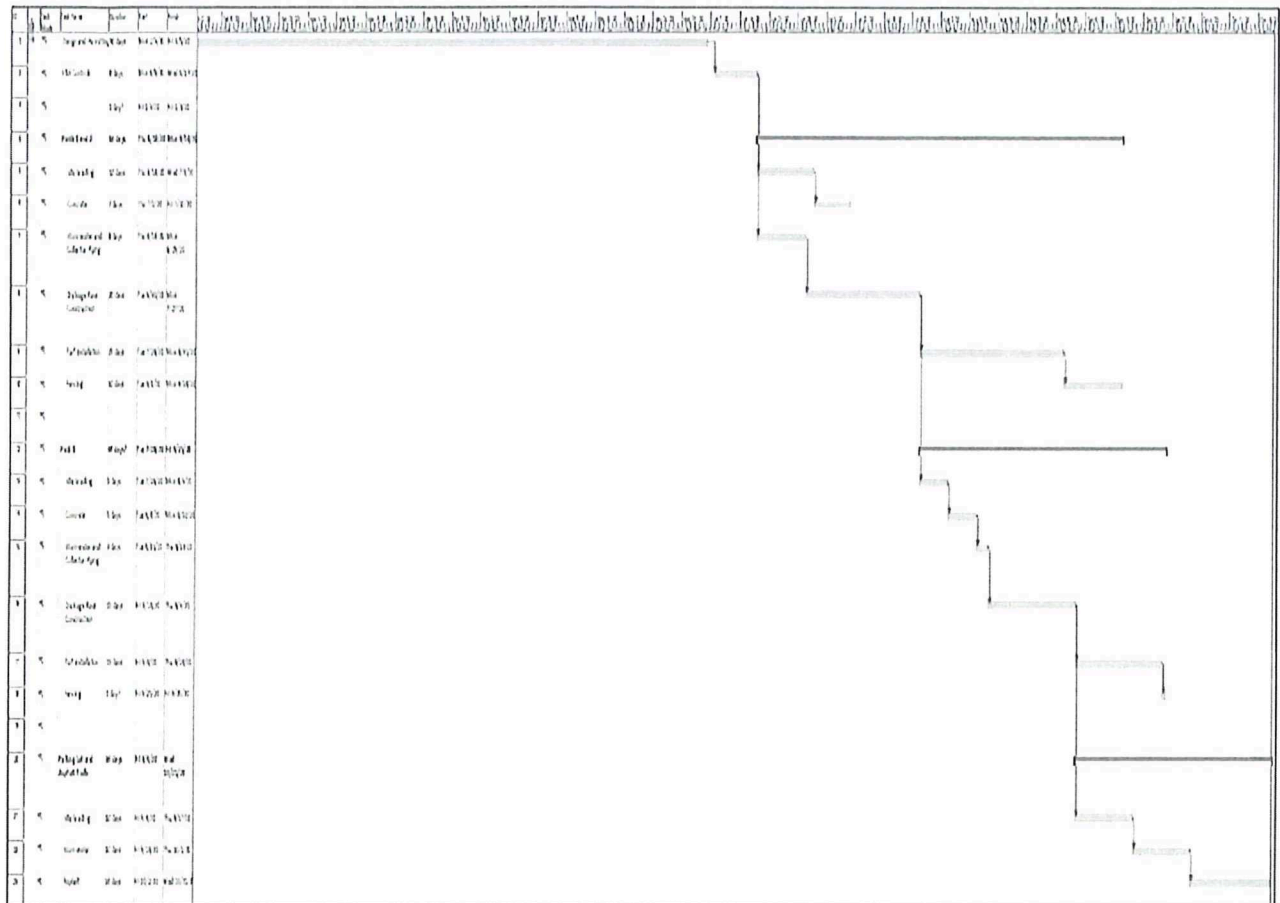
Field 8 Parking Lot Reconfiguration

- Excavation and cut/fill to design grades and elevation
- Concrete curbing for islands
- Stormwater piping and structures
- Asphalt pavement with required stone sub-base
- Parking lot striping

Based on the preliminary information provided in the RFQ and our review of the budget provided by LDD Sports, we agree that a budget of \$3.5 million to \$4 million is appropriate at this time.

AstroTurf.

Rekorian®





AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Michael Jones

The Designation

CERTIFIED FIELD BUILDER



FOR EFFORTS TO RAISE THE PROFESSIONAL
STANDARDS OF FIELD CONSTRUCTION AND
FOR HAVING SUCCESSFULLY FULFILLED THE
CONDITIONS OF ELIGIBILITY AND PASSED THE
REQUIRED EXAMINATION.

In witness whereof we have set our hands on
this 7th day of December, 2017

Certification expires: December 31, 2020

Executive Director

Certification Chairman

Sheet for Attaching Insurance Certificates

License Year

2019

License No.

79686

North Carolina

Licensing Board for General Contractors

This is to Certify That:
AstroTurf Corporation, T/A
APT Acquisition Construction Corp.
Dalton, GA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2019

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



J. F. [Signature]
Chairman

C. Frank Wiesner
Secretary-Treasurer



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT B

DATE (MM/DD/YYYY)
10/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 Attn: ROW.CertRequests@marsh.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
CN101698435-STND-GU-18-19	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liability Insurance Company	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED APT Advanced Polymer Technology Corp. AstroTurf Corporation Synthetic Turf Resources Corp. 109 Conica Lane Harmony, PA 16037															

COVERAGES

CERTIFICATE NUMBER:

HOU-003402251-07

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CI CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GLO825004706	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			AUC825004806	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

AstroTurf Corporation 2680 Abutment Road Dalton, GA 30721	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katherine Dever <i>Katherine Dever</i>
---	---

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Exhibit B

AMENDMENT TO THE
DESIGN BUILD CONSTRUCTION CONTRACT
BETWEEN BUNCOMBE COUNTY AND
ASTROTURF CORPORATION

THIS AMENDMENT amends that certain Agreement made and entered into the 20th day of August, of 2022 by and between **AstroTurf Corporation, a foreign for profit corporation organized and existing under the laws of the state of Georgia, with a Principal Office Address of: 2680 Abutment Road SE, Dalton, GA, 30721, USA**, hereinafter called the Party of the First Part (the “Design-Builder”) and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the “Owner”).

W I T N E S S E T H :

That the Party of the First Part and the Party of the Second Part for valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

1. That the last sentence of Section 1(a), “Project Scope of Work,” is deleted in its entirety and replaced with the following:

Project Scope of Work: See attached relevant portions of the Buncombe County Sports Park Scope of Work dated January 27, 2022, written on AstroTurf Corporation letterhead.

2. That Subparts (b)(i) through (b)(v) of Section 1 are deleted in their entirety and replaced with the following:
 - i. **The attached relevant portions of the Buncombe County Sports Park Scope of Work dated January 27, 2022, written on AstroTurf Corporation letterhead.**
 - ii. **Buncombe County Sports Park AstroTurf Installation Preliminary Schedule dated January 27, 2022, entitled “Project: BCSP Preliminary Schedule, January 27, 2022.”**
 - iii. **Buncombe County Design Build Construction Contract General Conditions of the Contract Revised January 29, 2020**
 - iv. **AstroTurf Certificate of Insurance**
 - v. **Performance Bond**

3. That Section 3 is deleted in its entirety and replaced with the following:

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as

provided in the specifications or proposal, in lawful money of the United States as follows:

Preconstruction Phase: All design work including plans, specs, and all permitting as shown in the Scope of Work attached. (Not to exceed \$245,000).

Construction Phase: to be determined after completion of the Preconstruction Phase or at an earlier time at the Party of the Second Part's discretion. The additional cost and contract time will be amended by change order to this contract.

Summary of Project Costs:

Total Project Budget:	<u>Not to Exceed \$4,754,726.00</u>
Preconstruction/Design Phase:	<u>\$245,000</u>
Construction Phase:	<u>\$4,509,726.00</u>

If there is any conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail. All provisions not amended remain in full force and effect.

{Signature Pages and Scope of Work on Following Pages}

NOW THEREFORE, the parties hereby make, agree, and execute this Amendment by the below signatures of duly authorized officials or agents.

DESIGN BUILDER

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20____

My commission expires: _____

Notary Public

BUNCOMBE COUNTY

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20____

My commission expires: _____

Notary Public

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

Buncombe County Finance Director

AstroTurf Corporation

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AstroTurf
FIELDS

Rekortan
TRACKS

Laykold
COURTS

SYN LAWN
LANDSCAPE

Buncombe County Sports Park Scope of Work
Based on Plans Dated 12.13.21 Estimate

January 27, 2021

Project: Buncombe County Sports Park

Location: Buncombe County, North Carolina

Scope of Work: Conversion of (3) Natural Grass Fields to Synthetic Turf

AstroTurf Corporation appreciates the opportunity to provide you with a proposal based on **12.13.21 plans** for site work and **AstroTurf Synthetic Turf** to be installed at **Buncombe County Sports Park** in **Buncombe County, North Carolina**. Our scope includes all labor, materials, tools and equipment necessary to design and install in-place the synthetic turf applications (in accordance with our published product specifications) and described as follows:

Construction Phase

Based on Plans dated 12.13.21 cost estimate is:

\$4,491,601.⁰⁰

Water Line and Associated Work

~~**\$208,399.⁰⁰**~~

DID NOT ACCEPT
Water Line and
Associated Work
Not In Contract
Value

- 950 lf of 6" DIP water line
- Tie to existing water supply
- (1) Fire hydrant
- 400' of 3" PVC
- 200' of 2" PVC
- 800' of ¾" water line
- (1) RPZ (location to be determined)
- Install (1) 2" Meter, **METER BY CITY, NOT INCLUDED** (location to be determined)
- 1" ARV Assembly (location to be determined)
- (3) Water Filling Stations
- Testing
- **Plans have been submitted to Permitting Department, pricing will need to be revised once final plans have been approved.**

AstroTurf Rhino SF 42 – 2.25"

Erosion Control

- Construction entrance
- Temporary sediment basins
- Super silt fence

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- Rock check dams
- Diversion Dikes
- Stone Spillways
- Tree protection
- Inlets protection

Demo

- Cut and cap irrigation
- Remove per plans:
 - Asphalt drive and parking lot
 - Fencing
 - Concrete steps
 - Signs
 - Frisbee Structure
 - Waterline
 - Guardrail rail
 - Existing trees
 - 12" CMP (pipe) and 15" CPP (pipe) and structures

Sitework

- Provide and install new 15 ft and 10 ft perimeter fencing for Fields 1 & 2 and Field 8
- (2) sets of concrete steps, handrails and landings.
- Asphalt parking lot, curb and gutter, wheel stops, and stripping
- Landscape mulch and trees in islands of parking lot
- Asphalt trail
- Stormwater piping and concrete structures as specified
- Bioretention, associated materials and sod

Drainage Base Construction

- Excavate field area to balance the site
 - Lower Field 1 and 2 by .63 ft, to achieve a balance site
- Grade subgrade utilizing laser-guided equipment
- Provide and install 12" x 12" concrete curb and wooden nailer board around the perimeter of the fields
- Provide and install 4 oz geotextile fabric over sub grade and in trenches
- Provide and install perforated HDPE collector lines
- Provide and install 4" perforated HDPE pipe per plans
- Field 1 & 2 stormwater
 - Trench #1: 494' long x 41' wide
 - Trench #2: 494' long x 41' wide
- Field 8 stormwater
 - Trench: 374' long x 41' wide



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- Excavated fill material for stormwater trench as considered useable of compactable fill in order to achieve a balanced site.
- Provide and install of 6" of #57 stone, laser grade and compact
- Provide and install of 2" finishing stone, laser grade and compact

Synthetic Turf Inclusions

- Samples, submittal information, and shop drawings as required
- Installation of selected **AstroTurf Synthetic Turf System** by AstroTurf-certified crews
- Installation of Brock SP 14 pad
- Inlaid markings for the sport of (2) soccer on fields 1 and 2 and (1) soccer on field 8
- All seams and inlays to be installed using AstroFusion Pro cold glue
- An infill of ambient rubber and silica sand at the manufacturer-approved weights and ratios for the selected **AstroTurf Synthetic Turf System**
- (1) Turf groomer
- (1) G-Max test upon completion
- **AstroTurf's Standard (8) Year Warranty**
- Private/Non-Prevailing wages
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff

Construction Plans have been submitted to Permitting Department; should scope of work change due to permitting, Cost Estimate will need to be revised once final plans have been approved.

Thank you for the opportunity to provide this scope of work. We look forward to working with you!

Estimated By:
Michael Jones
mjones@astroturf.com
(336) 479-0462

Submitted By:
Garrett Bare
gbare@astroturf.com
(336) 468-7239



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***AstroTurf is only bound to the price, scope, schedule, and conditions of this proposal. AstroTurf reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation**, and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days, at which point in time material and freight costs may be recalculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!*

Exclusions

- Engineering and Design
- Offsite disposal of soil
- Import of fill material
- Custom colors, graphics, or other line packages not included in scope
- Any sports equipment/maintenance equipment not stated in scope
- Prevailing/ Union Wages
- Fees and/or permits of any kind
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Electrical / Lights
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Exclude excavation, disposal, or replacement of any unstable/unsuitable soils
- Repair or patching of any existing concrete or asphalt paving
- Locating, relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Liquidated damages surcharges
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Anything not specifically included in stated scope of work



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ADENDUM

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**Buncombe County Sports
Water Line Design**

April 30, 2021

Project: Buncombe County Sports Park
Location: Buncombe County, North Carolina
Scope of Work: Water Line Design Change Order

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **Water Line Design** at **Buncombe County Sports Park** in **Buncombe County, North Carolina**. Our scope is described as follows:

Water Line Design Change Order Cost: **\$18,125.⁰⁰**

Project Understanding

It is our understanding that the Client requests the fire flow analysis and design of a master water meter and backflow preventer on Captains Drive. This meter will service two fire hydrants, 3 water bottle filling stations, one proposed restroom facility, one existing maintenance facility and restroom / concession building along with a 931 LF proposed 6" waterline extension.

Scope of Services

Provide the services specifically set forth below:

1. Evaluate Daily Demand
 - o Calculate peak domestic demand and average daily demand for all facilities included in the proposed water system.
2. Examine Existing Water Infrastructure
 - o Use information provided by the utility Owner, as well as performed flow and pressure tests, topographic contours, and survey data to evaluate existing conditions.
3. Analyze the Proposed Site Plan
 - o Coordinate with the project MEP engineer to determine proposed water system design plans, constraints, and relation to existing site and water system.
4. Perform Hydraulic Calculations
 - o Build and calibrate a Bentley WaterCAD V8i water model (with an iterative Hazen- Williams method) to determine the available fire flow while maintaining minimum pressure in the local water system and



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serving demands to the system.

5. Create Site Maps.
 - o Provide vicinity, hydrant vicinity, and site model schematics.
6. Make Design Recommendations
 - o Provide knowledge and recommendations on the required meter size, backflow preventor, and waterline size of proposed system.
 - o Provide recommendations for design alternatives if adequate flow is not available.
7. Provide Technical Memorandum
 - o Summarize the findings of the analysis in an engineering report that includes demand calculations, existing conditions, proposed system design, site maps, and summary of WaterCAD model results.
8. Quality Assurance and Control
 - o Submit the analysis to the Client for review and address one round of comments prior to submission to the reviewing authority, if required.

II. Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: redesign of site plan, waterline replacement, hydrant flow test coordination, sanitary sewer improvements, irrigation design.

III. Responsibilities of Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by AstroTurf and/or LDD Design during the project, including but not limited to the following:

1. Water System Information
 - Required fire flow for onsite hydrants
 - Size and material of existing and proposed waterlines
 - Any additional proposed waterline plans and connections
 - FDC requirements
2. Facility Information
 - Average and peak hour flows from the existing facilities
 - Expected average and peak hour flows for proposed facilities
 - Architectural and MEP plans for proposed restroom and maintenance facility
 - Fixture count of onsite facilities



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In addition to other responsibilities set out in this Agreement, the Client shall provide any information required to adequately model the existing fire flow system under the demands of the proposed site. If needed, Client must provide access to the site and assistance in coordinating flow tests or monitoring.

IV.Services not included:

Items excluded from this proposal include items not specifically provided in the above scope of services and are not limited to: Printing / Mailing fees and Plan Copy fees (reimbursable expenses); Any structural engineering design; Wetland delineation; Wetland mapping and permitting; 3-D modeling for presentations; Extensions and/or modifications of any off-site utilities including systems capacity analysis; Design of foundation; Soil remediation or Environmental impact studies; Irrigation system design; NCHA Entrance Permits; NCHA Road improvements; NCHA Temporary Occupancy Permit; Building structure design/permitting; Landscape Architecture design/permitting tasks such as planting plans; Land survey boundary plats; 3rd party geotechnical testing; sprinkler system design, Architectural Building design; Mechanical design/permitting; Plumbing design/permitting and Electrical Building design/permitting.

v. Items to be provided by Client

Consultant shall be entitled to rely on the completeness and accuracy of information provided by the Client or Client's designated representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services. The Client shall provide all information requested by Consultant during the project, including but not limited to the following for each project site:

- i. Plan submission and agency review and construction fees
- ii. As-built drawings (if available)
- iii. Existing Boundary Record Plat or Property Survey in CAD format (if available)
- iv. Critical grading concerns and required clearances
- v. Any proffers, development conditions, special exceptions and/or zoning conditions that may apply; title report; legal documents/deeds to accompany any required easement plats
- vi. Executed copy of this agreement.
- vii. Full and open access to each site.



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VI. Additional Services Available

Additional services not listed specifically above can be provided at an additional cost. If requested, we will provide additional work authorizations for services such as but not limited to:

- Additional Stormwater Control Measures / Stormwater Management Design and Coordination outside of project design.
- Additional Geotechnical Services as needed by Client or Contractor not specifically stated in scope of work above.
- Color exhibits and renderings.
- Additional Survey Tasks for the property outside of the project limits.
- Plan revisions requested by the client or the client's representative after site plan submission.
- Wetland delineation and Corps of Engineering confirmation.
- Wetlands permitting process
- Additional Civil design services for site, if needed
- Irrigation system and plan design
- Landscape Architecture
- Land survey boundary plats

VII. Client shall provide, at a minimum, the following items:

- All review agency fees and post any bonds that may be required.
- Permission to access the site for field evaluations and survey operations. Proper sign in procedures will take place by all parties upon arrival to site.
- Permission to access CAD Files of existing projects pertaining to the project site that are available.
- Permission to access As-built drawings of existing site area that are available.
- Permission to access any design information that will pertain to the design and construction of the project as outlined in the scope of work.

VIII. Anticipated Schedule:

The work associated with the above referenced scope of services will commence upon receipt of the signed and accepted proposal. The schedule of the approval of all permit(s) and related items will be dependent on the review agencies and processing timelines, however we will work with the plan review team, Owner and Contractors to assist in processing of the permit(s).

Thank you for the opportunity to provide this scope of work. We look forward to working with you!

Estimated By:
Michael Jones
mjones@astroturf.com
(336) 238-9060

Submitted By:
Garrett Bare
gbare@astroturf.com
(336) 468-7239



AN
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GLOBAL BRAND

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AstroTurf reserves the right to revise the pricing contained in the proposal prior to final pricing in the event the scope of the subject project changes. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation** and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days, at which point in time **material and freight costs** may be re-calculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!

Exclusions

- Anything not specifically included in stated scope of work

Satish Wesley
6/29/2021

Satish Wesley
Asst. County Manager

re: design change
-swell ~~re: design~~
re: cost when gets to
construction

AMENDMENT TO THE
DESIGN BUILD CONSTRUCTION CONTRACT
BETWEEN BUNCOMBE COUNTY AND
ASTROTURF CORPORATION

THIS AMENDMENT amends that certain Agreement made and entered into the 20th day of August, of 2022 by and between **AstroTurf Corporation, a foreign for profit corporation organized and existing under the laws of the state of Georgia, with a Principal Office Address of: 2680 Abutment Road SE, Dalton, GA, 30721, USA**, hereinafter called the Party of the First Part (the “Design-Builder”) and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the “Owner”).

W I T N E S S E T H :

That the Party of the First Part and the Party of the Second Part for valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

1. That the last sentence of Section 1(a), “Project Scope of Work,” is deleted in its entirety and replaced with the following:

Project Scope of Work: See attached relevant portions of the Buncombe County Sports Park Scope of Work dated January 27, 2022, written on AstroTurf Corporation letterhead.

2. That Subparts (b)(i) through (b)(v) of Section 1 are deleted in their entirety and replaced with the following:

- i. The attached relevant portions of the Buncombe County Sports Park Scope of Work dated January 27, 2022, written on AstroTurf Corporation letterhead.
- ii. Buncombe County Sports Park AstroTurf Installation Preliminary Schedule dated January 27, 2022, entitled “Project: BCSP Preliminary Schedule, January 27, 2022.”
- iii. Buncombe County Design Build Construction Contract General Conditions of the Contract Revised January 29, 2020
- iv. AstroTurf Certificate of Insurance
- v. Performance Bond

3. That Section 3 is deleted in its entirety and replaced with the following:

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Preconstruction Phase: All design work including plans, specs, and all permitting as shown in the Scope of Work attached. (Not to exceed \$245,000).

Construction Phase: to be determined after completion of the Preconstruction Phase or at an earlier time at the Party of the Second Part's discretion. The additional cost and contract time will be amended by change order to this contract.

Summary of Project Costs:

Total Project Budget:	<u>Not to Exceed \$4,754,726.00</u>
Preconstruction/Design Phase:	<u>\$245,000</u>
Construction Phase:	<u>\$4,509,726.00</u>

If there is any conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail. All provisions not amended remain in full force and effect.

{Signature Pages and Scope of Work on Following Pages}

NOW THEREFORE, the parties hereby make, agree, and execute this Amendment by the below signatures of duly authorized officials or agents.

DESIGN BUILDER

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

My commission expires: _____

Notary Public

BUNCOMBE COUNTY

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20____

My commission expires: _____

Notary Public

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

Buncombe County Finance Director

AstroTurf Corporation

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AstroTurf
FIELDS

Rekortan
TRACKS

Laykold
COURTS

SYNLAWN
LANDSCAPE

Buncombe County Sports Park Scope of Work
Based on Plans Dated 12.13.21 Estimate

January 27, 2021

Project: Buncombe County Sports Park

Location: Buncombe County, North Carolina

Scope of Work: Conversion of (3) Natural Grass Fields to Synthetic Turf

AstroTurf Corporation appreciates the opportunity to provide you with a proposal based on **12.13.21 plans** for site work and **AstroTurf Synthetic Turf** to be installed at **Buncombe County Sports Park** in **Buncombe County, North Carolina**. Our scope includes all labor, materials, tools and equipment necessary to design and install in-place the synthetic turf applications (in accordance with our published product specifications) and described as follows:

Construction Phase

Based on Plans dated 12.13.21 cost estimate is:

\$4,491,601.⁰⁰

Water Line and Associated Work

~~\$208,399.⁰⁰~~

DID NOT ACCEPT
Water Line and
Associated Work
Not In Contract
Value

- 950 lf of 6" DIP water line
- Tie to existing water supply
- (1) Fire hydrant
- 400' of 3" PVC
- 200' of 2" PVC
- 800' of ¾" water line
- (1) RPZ (location to be determined)
- Install (1) 2" Meter, **METER BY CITY, NOT INCLUDED** (location to be determined)
- 1" ARV Assembly (location to be determined)
- (3) Water Filling Stations
- Testing
- **Plans have been submitted to Permitting Department, pricing will need to be revised once final plans have been approved.**

AstroTurf Rhino SF 42 – 2.25"

Erosion Control

- Construction entrance
- Temporary sediment basins
- Super silt fence

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- Rock check dams
- Diversion Dikes
- Stone Spillways
- Tree protection
- Inlets protection

Demo

- Cut and cap irrigation
- Remove per plans:
 - Asphalt drive and parking lot
 - Fencing
 - Concrete steps
 - Signs
 - Frisbee Structure
 - Waterline
 - Guardrail rail
 - Existing trees
 - 12" CMP (pipe) and 15" CPP (pipe) and structures

Sitework

- Provide and install new 15 ft and 10 ft perimeter fencing for Fields 1 & 2 and Field 8
- (2) sets of concrete steps, handrails and landings.
- Asphalt parking lot, curb and gutter, wheel stops, and stripping
- Landscape mulch and trees in islands of parking lot
- Asphalt trail
- Stormwater piping and concrete structures as specified
- Bioretention, associated materials and sod

Drainage Base Construction

- Excavate field area to balance the site
 - Lower Field 1 and 2 by .63 ft, to achieve a balance site
- Grade subgrade utilizing laser-guided equipment
- Provide and install 12" x 12" concrete curb and wooden nailer board around the perimeter of the fields
- Provide and install 4 oz geotextile fabric over sub grade and in trenches
- Provide and install perforated HDPE collector lines
- Provide and install 4" perforated HDPE pipe per plans
- Field 1 & 2 stormwater
 - Trench #1: 494' long x 41' wide
 - Trench #2: 494' long x 41' wide
- Field 8 stormwater
 - Trench: 374' long x 41' wide



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- Excavated fill material for stormwater trench as considered useable of compactable fill in order to achieve a balanced site.
- Provide and install of 6" of #57 stone, laser grade and compact
- Provide and install of 2" finishing stone, laser grade and compact

Synthetic Turf Inclusions

- Samples, submittal information, and shop drawings as required
- Installation of selected **AstroTurf Synthetic Turf System** by **AstroTurf**-certified crews
- Installation of Brock SP 14 pad
- Inlaid markings for the sport of (2) soccer on fields 1 and 2 and (1) soccer on field 8
- All seams and inlays to be installed using AstroFusion Pro cold glue
- An infill of ambient rubber and silica sand at the manufacturer-approved weights and ratios for the selected **AstroTurf Synthetic Turf System**
- (1) Turf groomer
- (1) G-Max test upon completion
- **AstroTurf's Standard (8) Year Warranty**
- Private/Non-Prevailing wages
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff

Construction Plans have been submitted to Permitting Department; should scope of work change due to permitting, Cost Estimate will need to be revised once final plans have been approved.

Thank you for the opportunity to provide this scope of work. We look forward to working with you!

Estimated By:
Michael Jones
mjones@astroturf.com
(336) 479-0462

Submitted By:
Garrett Bare
gbare@astroturf.com
(336) 468-7239



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***AstroTurf is only bound to the price, scope, schedule, and conditions of this proposal. AstroTurf reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation**, and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days, at which point in time material and freight costs may be re-calculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!*

Exclusions

- Engineering and Design
- Offsite disposal of soil
- Import of fill material
- Custom colors, graphics, or other line packages not included in scope
- Any sports equipment/maintenance equipment not stated in scope
- Prevailing/ Union Wages
- Fees and/or permits of any kind
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Electrical / Lights
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Exclude excavation, disposal, or replacement of any unstable/unsuitable soils
- Repair or patching of any existing concrete or asphalt paving
- Locating, relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Liquidated damages surcharges
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Anything not specifically included in stated scope of work



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ADENDUM

AstroTurf Corporation

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**Buncombe County Sports
Water Line Design**

April 30, 2021

Project: Buncombe County Sports Park
Location: Buncombe County, North Carolina
Scope of Work: Water Line Design Change Order

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **Water Line Design** at **Buncombe County Sports Park** in **Buncombe County, North Carolina**. Our scope is described as follows:

Water Line Design Change Order Cost: **\$18,125.⁰⁰**

Project Understanding

It is our understanding that the Client requests the fire flow analysis and design of a master water meter and backflow preventer on Captains Drive. This meter will service two fire hydrants, 3 water bottle filling stations, one proposed restroom facility, one existing maintenance facility and restroom / concession building along with a 931 LF proposed 6" waterline extension.

Scope of Services

Provide the services specifically set forth below:

1. Evaluate Daily Demand
 - o Calculate peak domestic demand and average daily demand for all facilities included in the proposed water system.
2. Examine Existing Water Infrastructure
 - o Use information provided by the utility Owner, as well as performed flow and pressure tests, topographic contours, and survey data to evaluate existing conditions.
3. Analyze the Proposed Site Plan
 - o Coordinate with the project MEP engineer to determine proposed water system design plans, constraints, and relation to existing site and water system.
4. Perform Hydraulic Calculations
 - o Build and calibrate a Bentley WaterCAD V8i water model (with an iterative Hazen- Williams method) to determine the available fire flow while maintaining minimum pressure in the local water system and



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serving demands to the system.

5. Create Site Maps.
 - o Provide vicinity, hydrant vicinity, and site model schematics.
6. Make Design Recommendations
 - o Provide knowledge and recommendations on the required meter size, backflow preventor, and waterline size of proposed system.
 - o Provide recommendations for design alternatives if adequate flow is not available.
7. Provide Technical Memorandum
 - o Summarize the findings of the analysis in an engineering report that includes demand calculations, existing conditions, proposed system design, site maps, and summary of WaterCAD model results.
8. Quality Assurance and Control
 - o Submit the analysis to the Client for review and address one round of comments prior to submission to the reviewing authority, if required.

II. Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: redesign of site plan, waterline replacement, hydrant flow test coordination, sanitary sewer improvements, irrigation design.

III. Responsibilities of Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by AstroTurf and/or LDD Design during the project, including but not limited to the following:

1. Water System Information
 - Required fire flow for onsite hydrants
 - Size and material of existing and proposed waterlines
 - Any additional proposed waterline plans and connections
 - FDC requirements
2. Facility Information
 - Average and peak hour flows from the existing facilities
 - Expected average and peak hour flows for proposed facilities
 - Architectural and MEP plans for proposed restroom and maintenance facility
 - Fixture count of onsite facilities



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In addition to other responsibilities set out in this Agreement, the Client shall provide any information required to adequately model the existing fire flow system under the demands of the proposed site. If needed, Client must provide access to the site and assistance in coordinating flow tests or monitoring.

IV.Services not included:

Items excluded from this proposal include items not specifically provided in the above scope of services and are not limited to: Printing / Mailing fees and Plan Copy fees (reimbursable expenses); Any structural engineering design; Wetland delineation; Wetland mapping and permitting; 3-D modeling for presentations; Extensions and/or modifications of any off-site utilities including systems capacity analysis; Design of foundation; Soil remediation or Environmental impact studies; Irrigation system design; NCHA Entrance Permits; NCHA Road improvements; NCHA Temporary Occupancy Permit; Building structure design/permitting; Landscape Architecture design/permitting tasks such as planting plans; Land survey boundary plats; 3rd party geotechnical testing; sprinkler system design, Architectural Building design; Mechanical design/permitting; Plumbing design/permitting and Electrical Building design/permitting.

v. Items to be provided by Client

Consultant shall be entitled to rely on the completeness and accuracy of information provided by the Client or Client's designated representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services. The Client shall provide all information requested by Consultant during the project, including but not limited to the following for each project site:

- i. Plan submission and agency review and construction fees
- ii. As-built drawings (if available)
- iii. Existing Boundary Record Plat or Property Survey in CAD format (if available)
- iv. Critical grading concerns and required clearances
- v. Any proffers, development conditions, special exceptions and/or zoning conditions that may apply; title report; legal documents/deeds to accompany any required easement plats
- vi. Executed copy of this agreement.
- vii. Full and open access to each site.



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VI. Additional Services Available

Additional services not listed specifically above can be provided at an additional cost. If requested, we will provide additional work authorizations for services such as but not limited to:

- Additional Stormwater Control Measures / Stormwater Management Design and Coordination outside of project design.
- Additional Geotechnical Services as needed by Client or Contractor not specifically stated in scope of work above.
- Color exhibits and renderings.
- Additional Survey Tasks for the property outside of the project limits.
- Plan revisions requested by the client or the client's representative after site plan submission.
- Wetland delineation and Corps of Engineering confirmation.
- Wetlands permitting process
- Additional Civil design services for site, if needed
- Irrigation system and plan design
- Landscape Architecture
- Land survey boundary plats

VII. Client shall provide, at a minimum, the following items:

- All review agency fees and post any bonds that may be required.
- Permission to access the site for field evaluations and survey operations. Proper sign in procedures will take place by all parties upon arrival to site.
- Permission to access CAD Files of existing projects pertaining to the project site that are available.
- Permission to access As-built drawings of existing site area that are available.
- Permission to access any design information that will pertain to the design and construction of the project as outlined in the scope of work.

VIII. Anticipated Schedule:

The work associated with the above referenced scope of services will commence upon receipt of the signed and accepted proposal. The schedule of the approval of all permit(s) and related items will be dependent on the review agencies and processing timelines, however we will work with the plan review team, Owner and Contractors to assist in processing of the permit(s).

Thank you for the opportunity to provide this scope of work. We look forward to working with you!

Estimated By:
Michael Jones
mjones@astroturf.com
(336) 238-9060

Submitted By:
Garrett Bare
gbare@astroturf.com
(336) 468-7239



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AstroTurf reserves the right to revise the pricing contained in the proposal prior to final pricing in the event the scope of the subject project changes. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation** and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days, at which point in time **material and freight costs** may be re-calculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!

Exclusions

- Anything not specifically included in stated scope of work

Sahar Wesley
6/29/2021

Sahar Wesley
Asst. County Manager

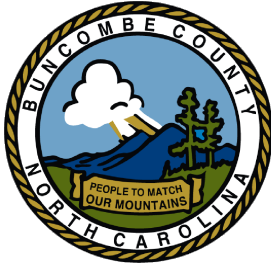
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ORDINANCE #22-03-08



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: March 1, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 1st day of March, 2022.

Requesting Department: Recreation Services
Budget Amendment Item: Increase for Enka Recreation Destination

Description:

The original Enka Recreation Destination Grant combined restricted federal transportation dollars for greenway design and construction (of which Buncombe County was required to match 20% or \$1.2M) with Buncombe Tourism Development Authority dollars for site improvements, specifically turf and sports lighting. In addition to those projects, Buncombe County has funded over \$429K for additional site improvements at Enka, including recreational improvements and electrical and power upgrades.

Unfortunately, with continued cost increases, \$734,226 is required to complete the turf and lighting components of the Enka Recreation Destination project.

These two amendments utilize existing functional contingency dollars in the amount of \$734,226 and transfer those dollars to the Enka Recreation Destination Grant.

Funding Source:

Functional Contingency

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Cultural & Recreational - Contingency		\$ (35,000)
General Government - Contingency		\$ (590,000)
Human Services - Contingency		\$ (109,226)
Interfund Transfer Expense		\$ 734,226.00
TOTAL	\$ -	\$ -

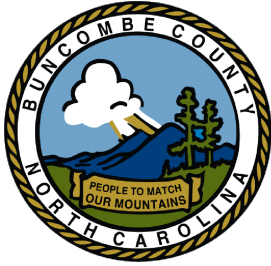
ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board

ORDINANCE #22-03-09



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 1, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 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 FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 1st day of March, 2022.

Granting Agency:	Increase Buncombe County Contribution
Grant Name:	Enka Recreation Destination

Description:

The original Enka Recreation Destination Grant combined restricted federal transportation dollars for greenway design and construction (of which Buncombe County was required to match 20% or \$1.2M) with Buncombe Tourism Development Authority dollars for site improvements, specifically turf and sports lighting. In addition to those projects, Buncombe County has funded over \$429K for additional site improvements at Enka, including recreational improvements and electrical and power upgrades.

Unfortunately, with continued cost increases, \$734,226 is required to complete the turf and lighting components of the Enka Recreation Destination project.

These two amendments utilize existing functional contingency dollars in the amount of \$734,226 and transfer those dollars to the Enka Recreation Destination Grant.

Funding Source:

Functional Contingency

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Enka Recreation Destination	\$ 734,226	\$ 734,226
TOTAL	\$ 734,226.00	\$ 734,226.00

ATTEST:

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



Clerk to the Board

By: 

Chairman of the Board



Recreation Services

Enka Recreation Destination Update
March 1, 2022



Overview and Request

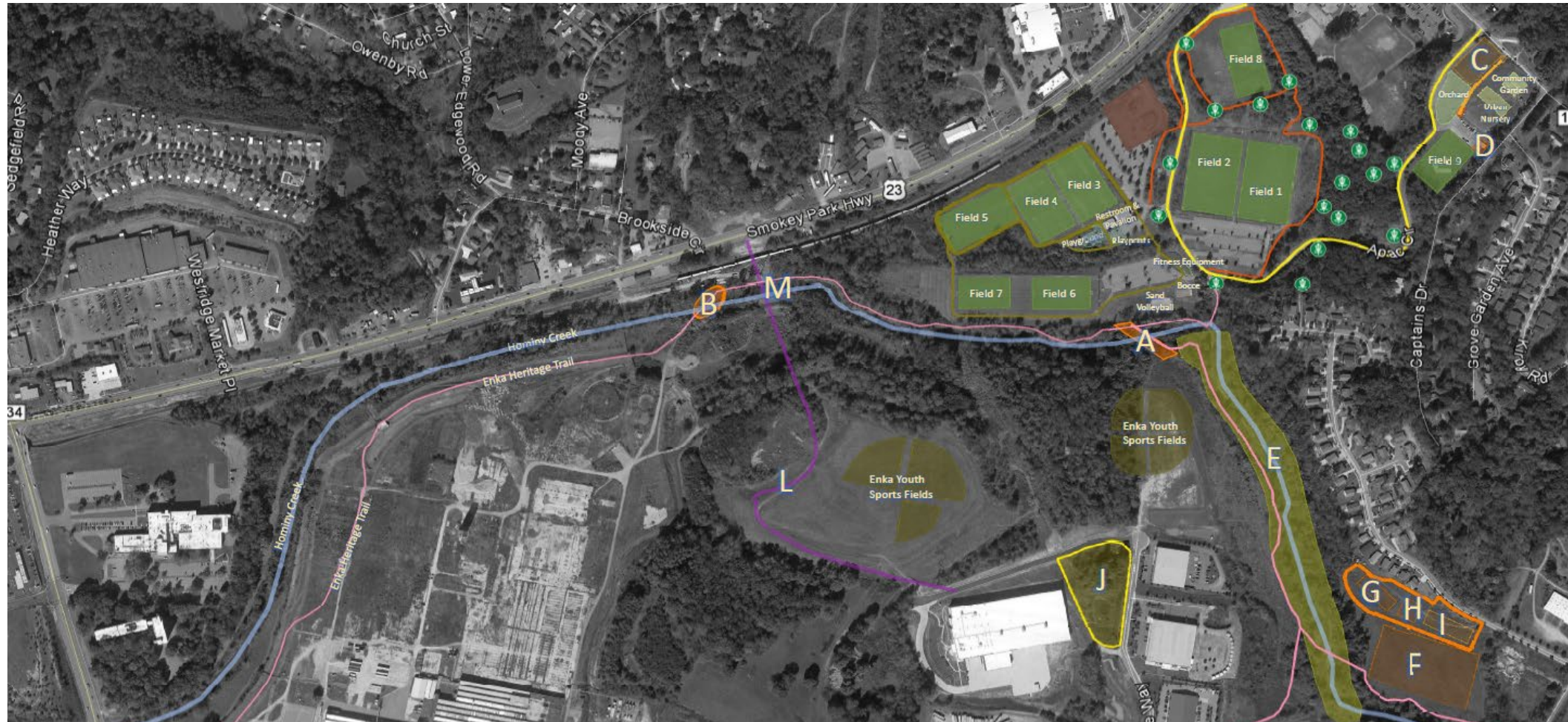
- **Overview**

- The Enka Recreation Destination is a **recreation, sports and greenway project** that provides connectivity between Buncombe County Sports Park, Bob Lewis Ballfield, educational institutions (A-B Tech, Enka Intermediate) and Enka Commerce Park.
- The projected **\$12M project is funded by grants** from FHWA, MPO and TDA.
- The project commenced September 2019 with a **September 2022 estimated completion date**.

- **Request**

- Board of Commissioners approval for:
 - Resolution Authorizing the Execution of an Amendment to the Design Build Construction Contract Between Buncombe County and the Astroturf Corporation.
 - Budget amendment authorizing \$735K for turf installation.





Enka Heritage Trail Conceptual Layout

Key Features

- A. Pedestrian Connector Bridge
- B. Repurposed Rail Road Trestle
- C. Dog Park

- D. Educational Pavilion and Restrooms
- E. Rivercane Interpretative Area

- F. Multi-Use Athletic Field
- G. Challenge Course
- H. Yalp Toro (4-way Soccer/Hockey Court)
- I. Athletic Agility Course
- J. Potential Fire Station Location

- K. New Sidewalk Connection to Biltmore Lake
- L. New Vehicular Road to Fletcher Partners
- M. New Vehicular Bridge to Fletcher Partners



Enka Recreation Destination – Key Components

Location	Component	Grant Commitment
BCSP Improvements	Astro Turf (Design/Build)	Yes
	MUSCO Sports Lighting (soccer fields)	Yes
	Natural Surface Trails	Yes
	Paving at Orchard	Yes
	Accessibility Upgrades	Yes
BCSP Expansion	Water Line and Future Restroom	No
	Challenge Course	Yes
	Sports Agility Course	Yes
	YALP Court	Yes
	Pavilion / Restroom Facility	Yes
	Dog Park	Yes
	Multi-Sport Field	Yes
Bob Lewis	MUSCO Sports Lighting	Yes
Enka Heritage Trail	2 miles of greenway	Yes
	2 bridge crossing over Hominy Creek	Yes
	Sidewalk on Sand Hill	Yes
	Signage	Yes
	Rivercane	Yes
	Parking (Warren Haynes Drive)	No

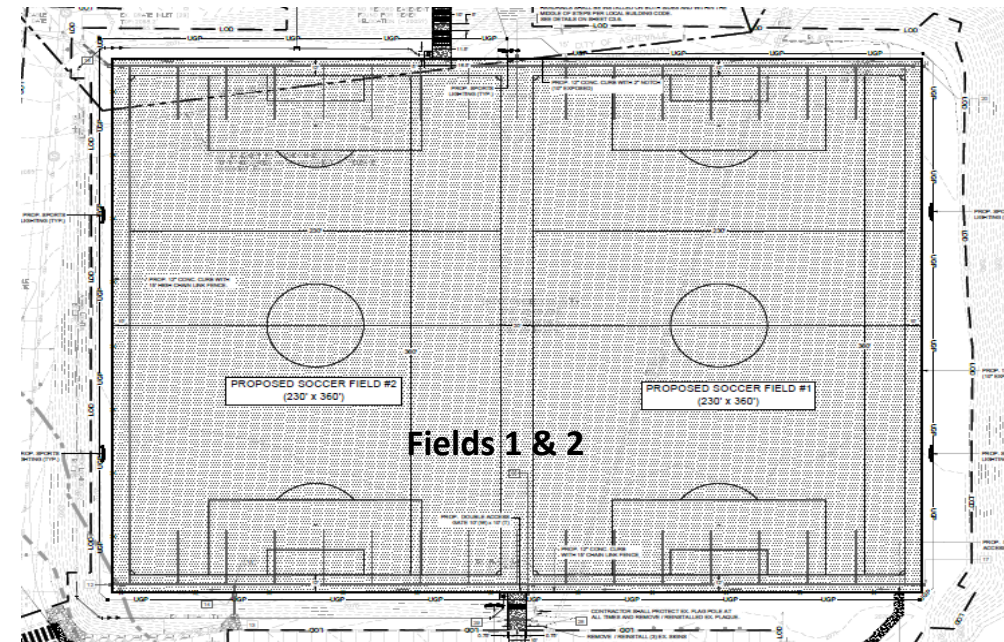
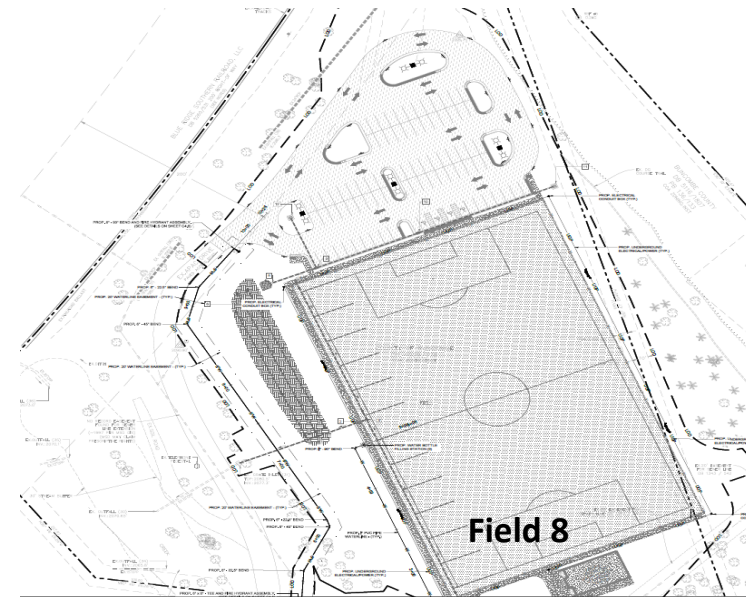


BCSP Improvements / Enhancements

Proposed Synthetic Turf



Site Designs



Project Funding



Project Funding Update

Increased Costs

- Costs have increased since the initial grant budget was developed
- Additional costs identified for City of Asheville-related requirements (e.g., stormwater, tree ordinance)

Insufficient Revenue

- Buncombe County has funded \$430K to deliver specific projects (e.g., dog park)
- Transportation grants are for restricted use (e.g., greenway design, construction)
- Remaining TDA Grant is insufficient to cover cost overruns

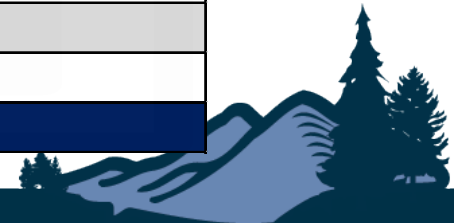
Core Grant Requirements can be met

- Core grant requirements (e.g., additional playable hours, room nights) can be met with additional funding
- Additional funding may be available, but extraneous projects are recommended to be cut
- Reimbursable grant project at 33-66-100% completion



Budget Overview

Enka Recreation Destination	Original Estimate (Grant Application)	Current Estimate (January 2022)	Variance Between Current and Original Estimate
COSTS			
Astro Turf (Design/Build)	\$2,800,000.00	\$4,754,726.00	\$1,954,726.00
MUSCO Sports Lighting (soccer fields)	\$1,000,000.00	\$684,500.00	-\$315,500.00
MUSCO Sports Lighting (Bob Lewis ball fields)	\$1,000,000.00	\$1,295,000.00	\$295,000.00
Electrical and Power Upgrades	\$0.00	\$81,740.00	\$81,740.00
Dog Park	\$35,000.00	\$80,000.00	\$45,000.00
Pavilion / Restroom Facility	\$200,000.00	\$171,950.00	-\$28,050.00
Recreational Improvements	\$0.00	\$95,509.00	\$95,509.00
Greenway Design and Construction	\$6,000,000.00	\$6,000,000.00	\$0.00
Total Costs	\$11,035,000.00	\$13,163,425.00	
REVENUE			
TDA Grant Revenue	\$6,000,000.00	\$6,000,000.00	\$0.00
Transportation Funding (Restricted Use)	\$6,000,000.00	\$6,000,000.00	\$0.00
Buncombe County Funded Projects (Inception to Date)	\$0.00	\$429,199.00	\$429,199.00
Total Revenue (current)	\$12,000,000.00	\$12,429,199.00	
TOTAL REVENUE LESS COSTS	\$965,000.00	-\$734,226.00	



Budget Overview (continued)

Enka Recreation Destination	Original Estimate (Grant Application)	Current Estimate (January 2022)	Variance Between Current and Original Estimate
COSTS			
Challenge Course	\$200,000.00	\$275,000.00	\$75,000.00
Sports Agility Course	\$250,000.00	\$145,000.00	-\$105,000.00
Multi-Sport Field	\$300,000.00	\$300,000.00	\$0.00
YALP Court	\$0.00	\$0.00	\$0.00
Natural Surface Trails	\$32,000.00	\$32,000.00	\$0.00
Paving at Orchard	\$88,000.00	\$88,000.00	\$0.00
Accessibility Upgrades	\$50,000.00	\$50,000.00	\$0.00
Sidewalk on Sand Hill	\$45,000.00	\$45,000.00	\$0.00
Water Line for Future Restroom	\$0.00	\$200,000.00	\$200,000.00
Additional Restroom	\$0.00	\$200,000.00	\$200,000.00
Parking (Warren Haynes Drive)	\$0.00	\$500,000.00	\$500,000.00
Total Costs	\$965,000.00	\$1,835,000.00	
TOTAL PROJECT COSTS	\$12,000,000.00	\$14,998,425.00	
TOTAL REVENUE LESS TOTAL PROJECT COSTS	\$0.00	-\$2,569,226.00	



Recommendation / Next Steps

- **Recommendation:**

- Allocate Buncombe County funding to complete BCSP turf project (estimated \$735K)
- Execute AstroTurf Contract
- Identify projects for future consideration and/or add
- Pursue additional funding with grant entities

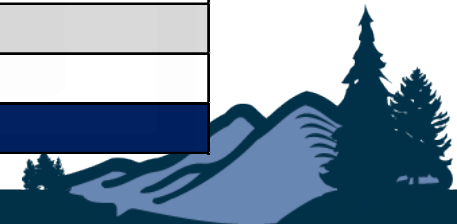
- **Request**

- Board of Commissioners approval for:
 - Resolution Authorizing the Execution of an Amendment to the Design Build Construction Contract Between Buncombe County and the AstroTurf Corporation.
 - Budget amendment authorizing \$735K for turf installation.



Recommended Funding

Enka Recreation Destination	Original Estimate (Grant Application)	Current Estimate (January 2022)	Variance Between Current and Original Estimate
COSTS			
Astro Turf (Design/Build)	\$2,800,000.00	\$4,754,726.00	\$1,954,726.00
MUSCO Sports Lighting (soccer fields)	\$1,000,000.00	\$684,500.00	-\$315,500.00
MUSCO Sports Lighting (Bob Lewis ball fields)	\$1,000,000.00	\$1,295,000.00	\$295,000.00
Electrical and Power Upgrades	\$0.00	\$81,740.00	\$81,740.00
Dog Park	\$35,000.00	\$80,000.00	\$45,000.00
Pavilion / Restroom Facility	\$200,000.00	\$171,950.00	-\$28,050.00
Recreational Improvements	\$0.00	\$95,509.00	\$95,509.00
Greenway Design and Construction	\$6,000,000.00	\$6,000,000.00	\$0.00
Total Costs	\$11,035,000.00	\$13,163,425.00	
REVENUE			
TDA Grant Revenue	\$6,000,000.00	\$6,000,000.00	\$0.00
Transportation Funding (Restricted Use)	\$6,000,000.00	\$6,000,000.00	\$0.00
Buncombe County Funded Projects (Inception to Date)	\$0.00	\$429,199.00	\$429,199.00
Total Revenue (current)	\$12,000,000.00	\$12,429,199.00	
TOTAL REVENUE LESS COSTS	\$965,000.00	-\$734,226.00	





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/1/2022

New Business

Department:

Budget

Presenter(s):

John Hudson, Budget

Dirk Wilmoth, AB Tech

Contact(s):

Matt Evans, Finance

Subject:

FY2022 Joint Committee Recommended Projects

Brief Summary:

At the February 7, 2022 A-B Tech/Buncombe County Joint Capital Advisory Committee meeting, the committee approved the recommendation of two capital projects to begin in 2022. \$150,000 was recommended to restore the stormwater management facilities behind the Hemlock building on the Asheville Campus. Additionally, the committee recommended demolishing the Haynes Tower on the Enka Campus. Staff anticipates the cost of this removal to be \$3,000,000, accounting for contingency.

At the October 15, 2019 Board of Commissioners meeting, the Board approved two projects at the Enka Campus as part of the FY2020 A-B Tech/Buncombe County Joint Capital Advisory Committee Recommended Projects. \$75,000 was approved for Enka Site Programmatic Capital Investments and \$40,000 was approved for Emergency Relief. These projects are no longer needed and that budget can be returned to the Article 46 Sales Tax Capital Fund.

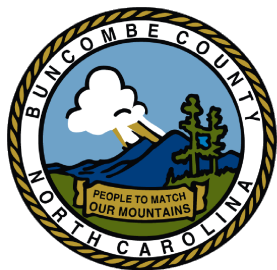
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #22-03-10



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

BOARD MEETING DATE: March 1, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 Article 46 Sales Tax Capital Projects outlined below in Exhibit "A" to the budget,

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

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 1st day of March, 2022.

Project Name: FY2022 Joint Committee Recommended Projects

Description:

At the February 7, 2022 A-B Tech/Buncombe County Joint Capital Advisory Committee meeting, the committee approved the recommendation of two capital projects to begin in 2022. \$150,000 was recommended to restore the stormwater management facilities behind the Hemlock building on the Asheville Campus. Additionally, the committee recommended demolishing the Haynes Tower on the Enka Campus. Staff anticipates the cost of this removal to be \$3,000,000, accounting for contingency. At the October 15, 2019 Board of Commissioners meeting, the Board approved two projects at the Enka Campus as part of the FY2020 A-B Tech/Buncombe County Joint Capital Advisory Committee Recommended Projects. \$75,000 was approved for Enka Site Programmatic Capital Investments and \$40,000 was approved for Emergency Relief. These projects are no longer needed and that budget can be returned to the Article 46 Sales Tax Capital Fund.

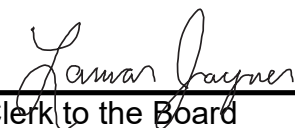
Funding Source:

Article 46 Sales Tax

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Hemlock Stormwater Project	\$ 150,000	\$ 150,000
Demolition of Vacant Building	\$ 3,000,000	\$ 3,000,000
FY2020 Joint Committee Recommended Projects	\$ (115,000)	\$ (115,000)
TOTAL	\$ 3,035,000.00	\$ 3,035,000.00

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/1/2022

New Business

Department:

Budget

Presenter(s):

John Hudson, Budget

Stoney Blevins, HHS Director

Contact(s):

Stacie Saunders, Public Health Director

Lisa White, HHS Business Officer

Subject:

Communicable Disease and Infection Prevention Mobile Team

Brief Summary:

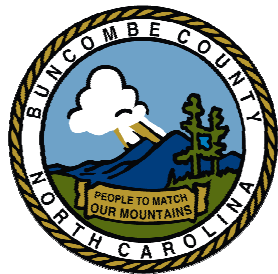
Buncombe County received notice of additional funding approved in the state fiscal year 21-22 of \$628,114 to support communicable disease programs and to expand communicable disease surveillance, detection, control, and prevention activities. The funding is effective for county fiscal year 2022 through fiscal year 2023. In FY2022, BOC approval was provided for the purchase of a mobile unit for Public Health. The Public Health Director is requesting that this funding be used to start a new team: Communicable Disease and Infection Prevention Mobile Team (CDIP), to staff that unit. This team would include six (6) time limited positions, including (1) Public Health Nurse Supervisor I, (2) Public Health Nurse II, (2) Emergency Management Specialists, (1) Administrative Support Associate IV.

Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented



ORDINANCE #22-03-11

BUNCOMBE COUNTY, NORTH CAROLINA
Grants Fund

BOARD MEETING DATE: March 1, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 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 FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 1st day of March, 2022

Requesting Department: Public Health

Budget Amendment Item: Communicable Disease and Infection Prevention Mobile Unit Team

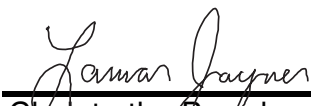
Description: Buncombe County received notice of additional funding approved in the state fiscal year 21-22 of \$628,114 to support communicable disease programs and to expand communicable disease surveillance, detection, control, and prevention activities. The funding is effective for county fiscal year 2022 through fiscal year 2023. The Public Health Director is requesting that this funding be used to start a new mobile unit team: Communicable Disease and Infection Prevention Mobile Team (CDIP). This team would include six (6) time limited positions, including (1) Public Health Nurse Supervisor I, (2) Public Health Nurse II, (2) Emergency Management Specialists, (1) Administrative Support Associate IV.

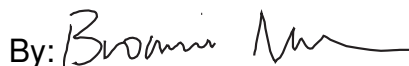
Funding Source: NC 2021 Appropriations Act: Communicable Disease Support Allocation to LHDs

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Intergovernmental Revenue	\$ (628,114)	
Salaries and Benefits		\$ 628,114
TOTAL	\$ (628,114.00)	\$ 628,114.00

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board