

Board of Commissioners' Agenda

February 2, 2021

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

Due to the COVID-19 pandemic, no public attendance will be permitted. The public will be able to watch the meeting via Facebook Live @Buncombegov.

Public Comment is taken at the beginning of the meeting.

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click [here](#) for details and instructions.

Call To Order [▲top](#)

Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Consent Agenda [▲top](#)

- [Approval of January 12, 2021 Special Meeting Minutes](#)
- [Approval of January 19, 2021 Briefing Minutes](#)
- [Approval of January 19, 2021 Regular Meeting Minutes](#)
- [Approval of Design Contract for Vance Elementary School Renovation Project](#)
- [Resolution in Support of the NCDOT for the Design of a New Interstate Interchange Along I-26](#)
 - [Resolution](#)
 - [Map](#)
- [Tax Collection Report](#)
- [Resolution Ordering the Advertising of Delinquent Real Estate Property Tax Liens](#)
 - [Resolution](#)
- [Request to Waive Occupancy Tax Penalty - Sleep Inn West](#)
 - [More Information](#)
- [Budget Amendment for COVID Vaccination Program](#)

- [Ordinance](#)

Public Comment [▲top](#)

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click [here](#) for details and instructions.

Good News [▲top](#)

Presentations [▲top](#)

- [Red Cross Blood Drive](#)
 - [Board of Adjustment](#)
 - [More Information](#)
 - [Planning Board](#)
 - [More Information](#)
-

Public Hearings [▲top](#)

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click [here](#) for details and instructions.

- [Emergency Paid Sick Leave](#)
 - [Ordinance](#)
 - [Policy](#)
 - [More Information](#)
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County Manager's Report [▲top](#)

Old Business [▲top](#)

New Business [▲top](#)

- [FY2022 Cost of Living Adjustment](#)
 - [Budget Amendment for Emergency Rental Assistance](#)
 - [Ordinance](#)
-

Board Appointments [▲top](#)

- Civic Center Commission
 - Crissa Requate Sinkovic
 - Donna Bailey
 - Rick Swilling
 - Josh Batenhorst
- Home & Community Care Block Grant Advisory Committee
 - Rebecca Hartz
- Agricultural Advisory Board for Farmland Preservation
 - Terri Wells
 - David Lee
 - Edgar Bulluck
- Mountain Area Workforce Development Board
 - Rick Sluder

Announcements ▲top

- February 16 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- February 16 @ 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 FEBRUARY 2, 2021 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on February 2, 2021, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Jennifer Barnette, Budget Director; Sharon Burke, Human Resources Director; Jennifer Pike, Tax Collector; Stoney Blevins, Health and Human Services Director; Tim Love, Intergovernmental Relations; Nathan Pennington, Planning Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney

PLEDGE OF ALLEGIANCE

INVOCATION

The Chairman requested a moment of silence to remember former Commissioner Mike Fryar’s life and contributions to the County.

CONSENT AGENDA

Commissioner Sloan motioned to approve the Consent Agenda after the addition **Resolution in Support of the NCDOT for the Design of a New Interstate Interchange Along I-26 to Consent Agenda**, moving the **Public Hearing** before **Presentations**, and the remainder of the agenda. Vice Chair Whitesides seconded and the motion passed 7-0.

- Approval of January 12, 2021 Special Meeting Minutes
- Approval of January 19, 2021 Briefing Minutes
- Approval of January 19, 2021 Regular Meeting Minutes
- Approval of Design Contract for Vance Elementary School Renovation Project
- Resolution in Support of the NCDOT for the Design of a New Interstate Interchange Along I-26
 - Resolution
 - Map
- Tax Collection Report
- Resolution Ordering the Advertising of Delinquent Real Estate Property Tax Liens
 - Resolution
- Request to Waive Occupancy Tax Penalty - Sleep Inn West
 - More Information
- Budget Amendment for COVID Vaccination Program
 - Ordinance

PUBLIC COMMENT

Brooke Heaton stated his disagreement with the proposed sale of the Asheville Primary School and his recommendation of COVID vaccinations for educators.

Don Yelton expressed concerns about the COVID-19 rent subsidy and the One Buncombe Fund.

PRESENTATIONS

- **Red Cross Blood Drive**

Megan Robinson, Red Cross, provided an update of the impact of COVID-19 on collecting blood and the need to increase the blood supply.

- **Board of Adjustment**

Martin Moore, Board Chair, provided an update to the commissioners on the status of board, their important work, and some of their challenges.

- **Planning Board**

Nancy Waldrop, Board Chair, updated the Commissioners on the status and activities of the board. Excitement of an anticipated comprehensive plan was expressed.

PUBLIC HEARINGS

- **Emergency Paid Sick Leave**

Sharon Burke, Human Resources Director, explained the data for the temporary policy recommendation to extend Emergency Sick Leave and COVID Quarantine Leave Policy for the employees who did not use this benefit prior to December 31, 2020 and to provide designated Buncombe County employee's salary continuation, if quarantined, due to a suspected workplace COVID-19 exposure. This policy would be in effect, retroactively, as of January 1, 2021.

The Chairman opened the hearing at 5:21 p.m.

Nigel Smith expressed his support for approval of the policy.

The hearing was closed at 5:22 p.m.

Commissioner Wells moved to approve the ordinance that includes the temporary policy and to provide discretion to the HR Director to grant Quarantine Leave for positions not listed in the policy. Commissioner Edwards seconded the motion and it passed 7-0.

NEW BUSINESS

- **FY2022 Cost of Living Adjustment**

Jennifer Barnette, Budget Director, explained that the Board of Commissioners directed staff to remove the budgeted funds for the expected COLA for FY21. Staff recommended to pay for COLA with FY21 lapsed salary and include future COLA consideration during the budget process.

Chairman Newman moved to approve the COLA of 1.45% for 15 months starting in April 2021 and not apply the COLA to the Commissioners' salary. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

- **Budget Amendment for Emergency Rental Assistance**

Jennifer Barnette, Budget Director, explained the budget amendment.

Commissioner Sloan moved to approve the four grant-funded positions. Commissioner Pressley seconded and the motion passed 7-0.

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

BOARD APPOINTMENTS

Chairman Newman moved to appoint **Donna Bailey** to the **Civic Center Commission**. Commissioner Edwards seconded and the motion passed 7-0.

Chairman Newman moved to appoint **Rebecca Heartz** to the **Home & Community Care Block Grant Advisory Committee**. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

Vice Chair Whitesides moved to reappoint **Terry Wells, David Lee** and **Edgar Bulluck** to the **Agricultural Advisory Board for Farmland Preservation**. Commissioner Sloan seconded and the motion passed 7-0.

Commissioner Pressley moved to appoint **Rick Sluder** to the **Mountain Area Workforce Development Board**. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *February 16 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *February 16 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

CLOSED SESSION

Vice Chair Whitesides moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters for the following:

- Heaton v. Jack Van Duncan, et al. Buncombe County Superior Court file # 20 CVS 3247
- John Knowles v. Buncombe County, et al. Buncombe County Superior Court file #19 CVS 5050
- Christopher Hunter v. Buncombe County and Jack Van Duncan. Buncombe County Superior Court file #21 CVS 168
- Cameron Lyles v. Buncombe County et al. Buncombe County Superior Court file #20 CVS 3757
- Torres v. Nathan Ball et al; U.S. District Court for the Western District of North Carolina 1:19 CV 94
- Bro T Hesed – El v. Buncombe County; U.S. District Court for the Western District of North Carolina 1:19 CV 285
- Paul A. Valdez-Bey v. Officer Patton et al; U.S. District Court for the Western District of North Carolina 1:19 CV 333
- Judd v. Langford et al.; U.S. District Court for the Western District of North Carolina 1:19-cv-158
- Shine v. City of Asheville et al.; Buncombe Co. Sup. Ct. 20 CVS 4696
- Hyatt and Barrett v. Miller, et al. U.S. District Court for the Western District of North Carolina 1:19 CV 250
- Estate of Pickering vs. Buncombe County HHS. Buncombe County Superior Court file #18 CVS 3971
- Epley-Rogers v. Sherman, et al. Buncombe Co. Sup. Ct. 21 CVS 391

Commissioner Sloan seconded and the motion passed 7-0.

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

Commissioner Edwards moved to go back into open session. Vice Chair Whitesides seconded and the motion passed 7-0.

Vice Chair Whitesides moved to adjourn the meeting. Commissioner Beach-Ferrara seconded and the motion passed 7-0. The meeting was adjourned at 7:55 p.m.



LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS



BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

Consent Agenda

Department: General Services

Presenter(s): Ronnie Lunsford

Contact(s): Ronnie Lunsford

Subject: Design Contract for Vance Elementary School Renovation Project

Brief Summary:

In October 2020, the Public School Capital Funds Commission approved a repair and renovation project for Asheville City Schools at Vance Elementary. The project is to consist of door and hardware replacements, roof envelope repairs, secure storefront entrances, window replacements, renovations to group toilets, kitchen renovations, synthetic floor replacement in the gymnasium and HVAC systems, piping, insulation and controls replacement. The total budget for the project is \$3,897,823 with the expectation for design services to cost approximately 10% (\$389,782) of the project budget.

In October 2020, a Request for Qualifications was sent out to select a design team for the project. We received 13 submittals from design firms and a selection team was assembled to score them. Upon completion of the scoring, PFA Architects was chosen to design the project. After negotiations, PFA Architects provided a proposal with a fee of \$339,600 to design the project, which is below the expected design costs.

Recommended Motion & Requested Action:

Recommend executing the design contract with PFA Architects.

County Manager's Comments and Recommendation: Recommends approval.

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

This Agreement for Design Consultant Services is made, and entered into this the 30th day of December 2020, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and PFA Architects, (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 196 Coxe Avenue, Asheville, NC 28801.

For Professional Services in connection with the Project known as:
Buncombe County Government
Vance Elementary Renovations and Repairs

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

**1. ARTICLE 1
DEFINITIONS**

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

- 1.1. Project. The Project shall be as described above.
- 1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3, Article 7, Attachment A to the extent there is no conflict, and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.
- 1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with the terms of this Agreement, which shall Control if there is a conflict .
- 1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.
- 1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

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

2. ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.
- 2.4. Design Consultant Representation.
- 2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.
- 2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.
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- 2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3 BASIC SERVICES

3.1. Scope of Services.

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

3.2. **Design Development Phase.**

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

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

3.3. Construction Document Phase.

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

3.4. Permitting and Bidding/Negotiation.

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

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

3.5. Construction Phase.

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

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

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

3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.

3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. Final Completion of Design Services.

3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.

3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).

3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.

3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.

3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.

3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

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

3.7. Serving as Witness.

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

3.8. Construction Warranty.

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

**4. ARTICLE 4
COMPENSATION**

4.1. Basic Services Compensation.

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

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of \$339,600.00.

Reference Exhibit "A" revised, approved & dated 01/12/2021.

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

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

4.2. Payments to the Design Consultant.

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

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

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

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

4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.3. Additional Services Compensation.

4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.

4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4. Accounting Records.

4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5 PERIOD OF SERVICE

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

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

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

6. ARTICLE 6 OWNER'S RESPONSIBILITIES

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

7. ARTICLE 7 ADDITIONAL SERVICES

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

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

8. ARTICLE 8 NOTICES

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

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

To Design Consultant: PFA Architects
196 Coxe Avenue
Asheville, NC 28801

9. ARTICLE 9

INSURANCE

- 9.1. Insurance
Reference Exhibit "B" dated 01/12/2021 for 2020 & 2021 Calendar Year Coverage Periods.
- 9.1.1. Design Consultant agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Owner's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Design Consultant's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Design Consultant, for losses or damages under this Agreement. The minimum insurance coverage which the Design Consultant shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

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

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

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

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

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

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

Additional Insurance Provisions.

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

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

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

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

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

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

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

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

10. ARTICLE 10 INDEMNIFICATION

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

11. ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

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

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

**12. ARTICLE 12
TERMINATION, SUSPENSION OR ABANDONMENT**

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

**13. ARTICLE 13
SUCCESSORS/ASSIGNMENT**

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

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

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

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

**15. ARTICLE 15
ADDITIONAL PROVISIONS**

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

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

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

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

Don Warn, Buncombe County Chief Financial Officer

DESIGN CONSULTANT:
PFA Architects, P.A.

By: Scott T. Donald

Scott T. Donald, AIA

Title: President / Corp. Secretary

Date: January 12th, 2021

OWNER:
COUNTY OF BUNCOMBE

By: _____

Title: _____

Date: _____



Exhibit A

January 12, 2021

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

Re: Design services for Various Renovations and Repairs to Vance Elementary School

Dear Mr. Lunsford,

PFA Architects is honored to submit this revised Architectural and Engineering design services proposal for Vance Elementary School. We are happy to lend our design and construction expertise to your project and are confident you will be satisfied with the outcome. Our fee is based on an actual construction budget of \$3,543,000 including the items below:

Detailed project scope:

- Door hardware & guardrail replacements.
Remove and replace existing door hardware at common path of travel
egress doors include allowance for existing door preparation and finish touch up.
- Abatement & roof envelope repairs.
Remove fuel oil tank, abate all asbestos material, (soil contamination not included and will need to investigate by soils engineer.
Replace Roof drain above room 274 and include allowance to replace 40 SF PVC roof and 16 SF ACT tile below.
- Secure entrances storefront and window replacement.
Includes demo of existing windows (70)
Individual storefront window units totaling 2,600 FF.
- Renovations to 6 group toilets.
To include fixtures, partitions, epoxy floor and wall refinishing.
- Major kitchen renovations to include
PM&E, finishes and equipment (2,620 SF +/-). Re-use
Ansul system and exhaust hood replaced
in critical needs scope
- Synthetic floor replacement in the Gymnasium
Replace synthetic floor. Allowance
budget figure provided by ACS
Maintenance.
- HVAC systems/piping/insulation/controls replacement
Replace HVAC systems controls (SF) - includes control work only
Replace pipe insulation showing signs of mold and deterioration in the lower level
mechanical room. Inspect and service existing hydronic pumps in the lower-level
mechanical room.

These items are classified as Level 1 Alterations by the NC Existing Building Code and will not entail or necessitate other work to the building since they do not reconfigure the existing space and are primarily repairs only in nature. Scope of work shall be for the intent of removal and replacement of materials and equipment that serve the same purpose as defined by the 2018 NC Existing Building Code.

Proposed AE Fees:

This proposal includes design and construction document activities including programming & schematic design (SD), design development (DD), construction documents (CD), bidding/negotiations (B/N), and construction administration (CA).

Total AE Fee.....\$339,600

The A/E fee billings are phased with the following milestones:

A/E Fee Basic Services are phased as:

Programming & Schematic Design Phase	SD	15%
Design Development Phase	DD	20%
Construction Documents Phase	CD	40%
Bidding and Negotiations	B/N	5%
Construction Phase	CA	20%
A/E Fee Total:		100%

Optional Additional Services and Special Consultants not included in Basic Services but may be provided for additional fee:

- Civil Engineering
- Structural Engineering
- Topographical Survey
- Landscape Design
- Outsourced Professional Renderings or highly rendered images, models, or mockups (Basic renderings for use in study and development of the project design are included in basic services fee, but finish quality renderings for use in special presentations, outreach, fundraising, etc., are not included.)
- Special Consultants outside of the services consultants listed in this outline
- Interior Design (FF&E)
- Furniture and Loose Equipment Selection, Kitchen Equipment and window coverings, Artwork Specification
- Third Party Acoustical Consulting, Acoustical Modeling, Acoustical Testing
- Daylighting Modeling or Energy Modeling
- Telecommunications design and consulting: Telephone, Data cabling, switches, devices. Drawings providing telephone/data outlet locations, back boxes and conduit requirements will be provided.
- Security System Design & Special Engineering Consultants
- Audio Visual design engineering and consulting
- Environmental Assessments / Environmental Impact Statements
- Permitting and review fees
- Fast tracking of the project schedule by Owner or GC/CMAR
- Cost Estimates, Life Cycle Cost Analyses
- Special Inspections
- Soils/Geotechnical Investigations and Testing
- Construction Materials and Compaction Testing

- Multiple designs documented in construction documents (Minor bid alternates for budget control to be included)
- Additional construction document packages / Multiple Bid packages requested by Owner or GC/CMAR
- Specialty signage beyond code required signage
- LEED or other green building certification
- Specialty envelope consultants
- Commissioning Services
- Coordination with additional owner third-party consultants.

Reimbursable Expenses:

- Expenses in connection with out-of-town travel (considered outside of Asheville) shall be considered Reimbursable Expenses.
- Long-distance communication expenses and cell phone or other data communication expenses shall be included as a part of Basic Services.
- Fees paid for securing approval of authorities having jurisdiction over the Project shall be considered Reimbursable Expense.
- Expense of reproduction documents prior to bidding/construction and the expense of reproduction including postage and handling of bid/construction documents shall be considered Reimbursable Expenses.
- Expense of overtime work of Architect or its sub-consultants requiring higher than regular rates, if authorized in advance by the Owner in writing, shall be Reimbursable Expense.
- Services to provide highly rendered images, professional renderings, models or mock-ups requested by stake holders in the project shall be Additional Services.

2021 PFA Architects Hourly Bill-Out Rates (Subject to Change on an Annual Basis):

Principal in Charge	\$180.00/hr.
Project Architect	\$140.00/hr.
Design Staff	\$115.00/hr.
Interior Designer	\$105.00/hr.
Administrative Staff	\$100.00/hr.

Thank you for this opportunity to assist you with this project. We would be pleased to offer our design skills and construction expertise to this project. PFA Architects values our long-standing relationship with Buncombe County and Asheville City Schools and as always, we welcome the opportunity to further discuss this proposal. We are also very excited to move forward with your team on the new building design.

Sincerely,
PFA ARCHITECTS, P.A.



Scott T. Donald, AIA
PFA Architects, PA
196 Coxe Avenue | Asheville, North Carolina 28801
t: 828.254.1963 or 888.263.5281 (toll free)- Ext. 111 | f: 828.253.3307
c: 828.215.6551
sdonald@pfarchitects.com

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

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 I.S.C.A. 310 Hasty School Rd Thomasville INSURED PFA Architects, PA 196 Cox Ave Asheville NC 28801		CONTACT NAME: Cassie Burton PHONE (A/C, No, Ext): (336) 475-9762 FAX (A/C, No): (336) 472-9160 E-MAIL: Cassie@iscfa.com INSURER(S) AFFORDING COVERAGE INSURER A: UTICA NATIONAL INS GRP INSURER B: The Hanover Ins C INSURER C: INSURER D: INSURER E: INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	5101149	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	5101150	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE	X	X	5101153	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	5306669	12/31/2019	12/31/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			LH6 H134910 00	12/31/2019	12/31/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Vance Elementary School - Renovations & Repairs located at 90 Sulphur Springs Road Asheville, NC 28806
 Buncombe County and General Services Department are additional insured where required by written agreement with regards to General Liability, Auto Liability and Umbrella follows form. Waiver of Subrogation is in favor of Buncombe County where required by written agreement with regards to General Liability, Auto Liability, Worker's Compensation and Umbrella follows form

CERTIFICATE HOLDER

CANCELLATION

Buncombe County Government Attn General Services Department 40 McCormick Place Asheville, NC 28801	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
---	---

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EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2021

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 I.S.C.A. 310 Hasty School Rd Thomasville INSURED PFA Architects, PA 196 Coxe Ave Asheville NC 28801		CONTACT NAME: Cassie Burton PHONE (A/C, No, Ext): (336) 475-9762 FAX (A/C, No): (336) 472-9160 E-MAIL ADDRESS: Cassie@iscoca.com	
RECEIVED <i>via</i> JAN 12 2021 <i>email</i> PFA Architects, PA		INSURER(S) AFFORDING COVERAGE:	
		INSURER A: NATIONAL FIRE INS CO OF HARTFORD (CNA)	
		INSURER B: CONTINENTAL CASUALTY COMPANY (CNA)	
		INSURER C: AMERICAN CASUALTY CO OF READING, PA (CN)	
		INSURER D: THE HANOVER INS CO	
		INSURER E:	
INSURER F:		NAIC # 20478 20443 20427 22292	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	X	X	7012589149	12/31/2020	12/31/2021	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG
	OTHER:						\$
A	☒ AUTOMOBILE LIABILITY	X	X	7012575266	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO						BODILY INJURY (Per person)
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
							\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB	X	X	7012589197	12/31/2020	12/31/2021	EACH OCCURRENCE
	☐ CLAIMS-MADE						AGGREGATE
	DED ☒ RETENTION \$ 10000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	7012589183	12/31/2020	12/31/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
D	Professional Liability			LH6 H134910 00	12/31/2020	12/31/2021	Per Claim
							Aggregate
							\$2,000,000
							\$2,000,000

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

Re: Vance Elementary School - Renovations & Repairs located at 90 Sulphur Springs Road Asheville, NC 28806

Buncombe County and General Services Department are additional insured where required by written agreement with regards to General Liability, Auto Liability and Umbrella follows form. Waiver of Subrogation is in favor of Buncombe County where required by written agreement with regards to General Liability, Auto Liability, Worker's Compensation and Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Buncombe County Government
Attn General Services Department

40 McCormick Place
Asheville, NC 28801

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

Cassie Burton

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EXHIBIT C

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PFA Architects, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
 ☐ C Corporation
 ☒ S Corporation
 ☐ Partnership
 ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

196 Coxe Avenue

6 City, state, and ZIP code

Asheville, NC 28801

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

5	6	-	1	0	6	4	1	8	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Renee M. Walker

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Consulting Services RFP Evaluation Matrix

Submittals received October 30, 2020

VALUE/SECT.													
	Submittal List	Biloba				Clark Nexsen				CPL			
A.	Particulars of the Firm	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie
	• Office Location	2	2	3	4	5	2	5	5	2	2	3	4
	• Local Partner	2	2	3	4	5	2	5	5	2	2	3	4
	• Principals of Firm	3	3	4	3	5	3	4	5	3	3	4	5
	• Primary Contact Person	3	3	5	5	4	2	4	5	2	2	4	5
	• Personnel / Resumes	3	3	3	5	5	3	4	5	3	3	4	5
	• Other				0				0				0
B.	Project Team Structure												
	Descrip. of Serv. Offered (MBE/WBE)												
	• Architectural	3	3	4	2	4	3	4	3	3	3	4	4
	• Civil	2	2	4	0	3	3	4	1		2	4	0
	• Landscape Architect	3	2	1	0	3	2	1	0	2	2	4	0
	• Structural	2	2	4	0	3	4	4	1	3	2	4	1
	• Mechanical	3	4	4	1	3	3	4	1	3	2	4	1
	• Electrical	3	3	4	1	3	3	4	1	3	4	4	1
	• Plumbing	3	3	4	1	3	3	4	1	3	2	1	1
	• Fire Protection	3	2	4	1	3	2	1	0	3	2	1	0
	• Cost Estimating	3	2	0	1	3	2	0	0		2	0	0
	• Programming/Office Planning	3	3		0	3	3		0	3	3		1
	• Accessibility	2	2		0	3	2		0	2	2		0
	• Code	3	3		1	3	3		1	2	3		1
	• Exterior Building Envelope Consultant	2	2		1	3	2		1	3	2		1
	• Energy Modeling	2	2		1	2	2		1	3	2		1
	• Vibration/Acoustical Engineer	3	2		1	2	2		0	2	2		0
	• Lighting Design (interior + exterior)	3	3		1	2	3		1	3	3		1
	• Vertical Transportation	2	2		0	3	2		0	2	2		0
	• Supplemental Services (if applicable)												
C.	Specific Relevant Experience												
	• Government Facilities	3	3	3	2	3	3	1	1	2	3	5	3
	• Educational Facilities	3	3	4	5	4	3	4	5	3	3	4	5
	• Other			1				1				1	
D.	Delivery Method												
	• Presentation	3	3	3	5	3	3	3	5	4	3	3	5
	• System for Design	3		0		3		0		3		0	
	Total	70	64	58	45	86	65	57	48	64	61	57	49
	Cumulative Total	237.00				256.00				231.00			

Consulting Services RFP Evaluation Matrix

Submittals received October 30, 2020

VALUE/SECT.													
	Submittal List	Legerton				Masters				McMillian Pazden Smith			
A.	Particulars of the Firm	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie
	• Office Location	5	4	5	5	2	2	5	5	4	3	5	5
	• Local Partner	5	4	5	5	2	2	5	4	3	2	5	5
	• Principals of Firm	5	3	4	5	3	3	4	5	3	3	4	4
	• Primary Contact Person	5	3	4	5	3	2	5	5	3	3	5	5
	• Personnel / Resumes	5	3	4	5	4	3	3	4	3	3	3	5
	• Other				0				0				0
B.	Project Team Structure												
	Descrip. of Serv. Offered (MBE/WBE)												
	• Architectural	4	3	4	3	3	3	4	5	3	3	4	3
	• Civil	5	3	4	1	2	2	4	1	3	3	4	1
	• Landscape Architect	4	2	4	1	3	2	1	0	3	2	1	0
	• Structural	3	2	4	1	3	2	3	1	3	2	4	1
	• Mechanical	3	4	4	1	2	2	3	1	3	4	4	1
	• Electrical	3	3	4	1	2	2	3	1	2	2	4	1
	• Plumbing	4	4	4	1	2	2	3	1	2	2	1	1
	• Fire Protection	3	2	4	1	3	2	1	0	2	2	1	0
	• Cost Estimating	3	2	0	0	2	2	0	0	3	2	0	0
	• Programming/Office Planning	3	3		1	2	3		0	2	3		0
	• Accessibility	3	3		0	2	2		0	2	2		0
	• Code	3	3		0	2	3		0	2	3		0
	• Exterior Building Envelope Consultant	3	2		0	3	2		0	3	2		1
	• Energy Modeling	2	2		1	3	2		1	2	2		1
	• Vibration/Acoustical Engineer	2	2		0	3	2		0	2	2		0
	• Lighting Design (interior + exterior)	3	3		1	2	2		1	2	2		1
	• Vertical Transportation	3	2		0	2	2		0	2	2		0
	• Supplemental Services (if applicable)								2				1
C.	Specific Relevant Experience												
	• Government Facilities	3	3	1	1	3	3	1	2	3	3	1	1
	• Educational Facilities	4	3	4	5	3	3	4	5	3	3	4	5
	• Other			1				1		3		1	
D.	Delivery Method												
	• Presentation	4	4	3	5	3	3	2	4	3	3	3	5
	• System for Design	3		0		3		0				0	
	Total	93	72	63	49	67	58	52	48	69	63	54	47
	Cumulative Total	277.00				225.00				233.00			

Consulting Services RFP Evaluation Matrix

Submittals received October 30, 2020

VALUE/SECT.													
	Submittal List	MHA Works				Novus				PFA			
A.	Particulars of the Firm	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie
	• Office Location	4	3	5	5	3	3	5	5	5	5	5	5
	• Local Partner	3	3	5	5	3	3	5	5	5	5	5	5
	• Principals of Firm	3	3	4	5	3	3	4	5	5	5	4	5
	• Primary Contact Person	2	2	5	5	3	2	5	5	5	5	5	5
	• Personnel / Resumes	3	3	4	4	3	3	4	4	5	5	3	5
	• Other				0				0				0
B.	Project Team Structure												
	Descrip. of Serv. Offered (MBE/WBE)					3							
	• Architectural	3	3	4	5	3	3	4	3	3	4	4	3
	• Civil	3	2	4	1	3	2	4	1	3	4	4	0
	• Landscape Architect	3	2	4	1	2	2	1	0	3	3	1	0
	• Structural	2	2	4	1	2	2	4	1	3	3	4	1
	• Mechanical	3	3	4	1	2	2	4	1	4	5	4	1
	• Electrical	3	3	4	1	2	2	4	1	3	3	4	1
	• Plumbing	3	3	4	1	3	2	4	1	3	4	4	1
	• Fire Protection	2	2	4	1	2	2	1	1	3	2	1	1
	• Cost Estimating	2	2	1	0	2	2	1	0	3	3	1	0
	• Programming/Office Planning	3	3		1	3	3		1	4	5		0
	• Accessibility	3	3		1	3	2		0	3	4		0
	• Code	3	3		0	3	3		1	3	3		1
	• Exterior Building Envelope Consultant	3	2		1	2	2		0	3	2		0
	• Energy Modeling	3	2		1	2	2		1	3	2		1
	• Vibration/Acoustical Engineer	2	2		0	3	2		0	3	2		0
	• Lighting Design (interior + exterior)	2	2		1	3	2		1	3	3		1
	• Vertical Transportation	3	2		0	2	2		0	2	2		0
	• Supplemental Services (if applicable)									3			
C.	Specific Relevant Experience												
	• Government Facilities	3	3	1	1	3	3	5	1	3	3	5	1
	• Educational Facilities	3	3	4	5	3	3	5	5	3	3	5	5
	• Other	3		1				1		3		1	
D.	Delivery Method												
	• Presentation	3	3	3	5	3	3	5	4	3	3	4	4
	• System for Design			0				0				1	
	Total	73	64	65	52	69	60	66	47	92	88	65	46
	Cumulative Total	254.00				242.00				291.00			

Consulting Services RFP Evaluation Matrix

Submittals received October 30, 2020

VALUE/SECT.													
	Submittal List	Sizemore				Spencer				TAB			
A.	Particulars of the Firm	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie	Don	Tim	Rebekah	Ronnie
	• Office Location	4	3	5	3	3	3	3	4	3	3	4	5
	• Local Partner	3	2	5	5	2	2	3	4	3	3	4	5
	• Principals of Firm	3	3	4	5	3	3	4	5	3	3	4	5
	• Primary Contact Person	3	2	3	5	3	2	5	5	3	3	3	5
	• Personnel / Resumes	3	3	4	5	4	3	4	4	3	4	3	4
	• Other				0				0				0
B.	Project Team Structure												
	Descrip. of Serv. Offered (MBE/WBE)												
	• Architectural	2	2	4	3	3	2	4	3	3	3	4	3
	• Civil	3	3	4	1	3	2	4	0	3	3	4	0
	• Landscape Architect	3	2	1	1	2	2	1	0	3	3	1	0
	• Structural	3	4	4	1	2	2	4	1	3	3	1	1
	• Mechanical	4	4	4	1	2	2	4	1	4	5	4	1
	• Electrical	4	4	4	1	3	2	4	1	4	5	4	1
	• Plumbing	4	4	1	1	2	2	4	1	4	5	4	1
	• Fire Protection	3	2	1	0	2	2	4	1	4	3	1	0
	• Cost Estimating	3	2	1	0	2	2	0	0	3	3	0	0
	• Programming/Office Planning	3	3		0	2	2		0	3	3		0
	• Accessibility	3	3		0	3	2		0	3	3		0
	• Code	3	3		1	3	2		1	3	3		1
	• Exterior Building Envelope Consultant	3	2		1	2	2		1	3	3		0
	• Energy Modeling	2	2		1	2	2		1	3	3		1
	• Vibration/Acoustical Engineer	2	2		0	3	2		0	3	3		0
	• Lighting Design (interior + exterior)	2	3		1	2	2		1	3	3		1
	• Vertical Transportation	2	2		0	2	2		0	3	3		0
	• Supplemental Services (if applicable)				1				1	3			1
C.	Specific Relevant Experience												
	• Government Facilities	3	3	1	1		2	2	2	3	3	1	1
	• Educational Facilities	3	3	4	5		2	4	5	3	3	2	5
	• Other	3		1				1				1	
D.	Delivery Method	3											
	• Presentation	3	3	3	5		2	4	5	3	2	2	5
	• System for Design			0				0		3		1	
	Total	80	69	54	48	55	53	59	47	85	81	48	46
	Cumulative Total	251.00				214.00				260.00			

Consulting Services RFP Evaluation Matrix

Submittals received October 30, 2020

VALUE/SECT.					
	Submittal List	Tamara Peacock			
A.	Particulars of the Firm	Don	Tim	Rebekah	Ronnie
	• Office Location	3	3	4	5
	• Local Partner	3	2	4	3
	• Principals of Firm	3	3	4	5
	• Primary Contact Person	3	2	5	5
	• Personnel / Resumes	3	3	4	5
	• Other				0
B.	Project Team Structure				
	Descrip. of Serv. Offered (MBE/WBE)				
	• Architectural	3	3	4	3
	• Civil	3	2	2	0
	• Landscape Architect	3	2	1	0
	• Structural	3	2	1	0
	• Mechanical	4	2	4	0
	• Electrical	3	2	4	0
	• Plumbing	4	2	4	0
	• Fire Protection	4	2	1	0
	• Cost Estimating	3	2	1	0
	• Programming/Office Planning	3	2		1
	• Accessibility	3	2		0
	• Code	3	2		0
	• Exterior Building Envelope Consultant	3	2		0
	• Energy Modeling	3	2		1
	• Vibration/Acoustical Engineer	3	2		0
	• Lighting Design (interior + exterior)	3	2		1
	• Vertical Transportation	3	2		0
	• Supplemental Services (if applicable)				1
C.	Specific Relevant Experience				
	• Government Facilities	3	3	1	1
	• Educational Facilities	3	3	3	4
	• Other			1	
D.	Delivery Method				
	• Presentation	3	2	1	4
	• System for Design	3		0	
Total		81	56	49	39
Cumulative Total		225.00			



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 2/2/2021

Consent Agenda

Department: Legal and Risk

Presenter(s): Tim Love or Michael Frue

Contact(s): Michael Frue / Tim Love

Subject: New Interchange; Exit 35 on I-26

Brief Summary: The NC Department of Transportation ("DOT") has submitted request for economic development funding through the Board of Transportation for this project and they need a resolution of support from the Buncombe County Board of Commissioners prior to the funding being released.

The economic development funding will be utilized for the design of a new interstate interchange along I-26 (Exit 35). The project will consist of the construction of a new interstate interchange on I-26, (Exit 35). The project will provide ingress and egress from I-26 to the Pratt & Whitney industrial facility and eventually provide connectivity to NC 191. The funding is critical to this regional economic development project. The design will allow the DOT to move forward with this important regional project.

Recommended Motion & Requested Action: Approve the Resolution in Support of the DOT Funding for the Design of a New Interstate Interchange Along I-26.

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

RESOLUTION# 21-02-01

RESOLUTION IN SUPPORT OF
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FUNDING FOR THE DESIGN OF A NEW INTERSTATE INTERCHANGE ALONG
I-26

-
- WHEREAS, The North Carolina Department of Transportation ("DOT") is requesting approval from the Board of Transportation for \$500,000 in economic development funds for the design of a new interstate interchange along I-26 (Exit 35);
- WHEREAS, the project will provide ingress and egress from I-26 to the Pratt & Whitney industrial facility and eventually provide connectivity to NC 191;
- WHEREAS, the funding is critical to this regional economic development project, and the design will allow the DOT to move forward with this important regional project;
- WHEREAS, the DOT requires a resolution of support from the local board of commissioners for economic development projects that exceed \$250,000; and
- WHEREAS, this Board is in support of these plans and activities.

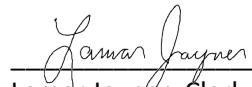
NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That the Buncombe County Board of Commissioners supports the project to design and proceed with the construction of a new interstate interchange on I-26, (Exit 35).
2. That this resolution be effective upon adoption.

Adopted this 2nd day of February, 2021.

ATTEST

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE

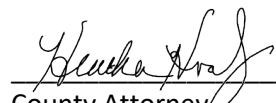


Lamar Joyner, Clerk

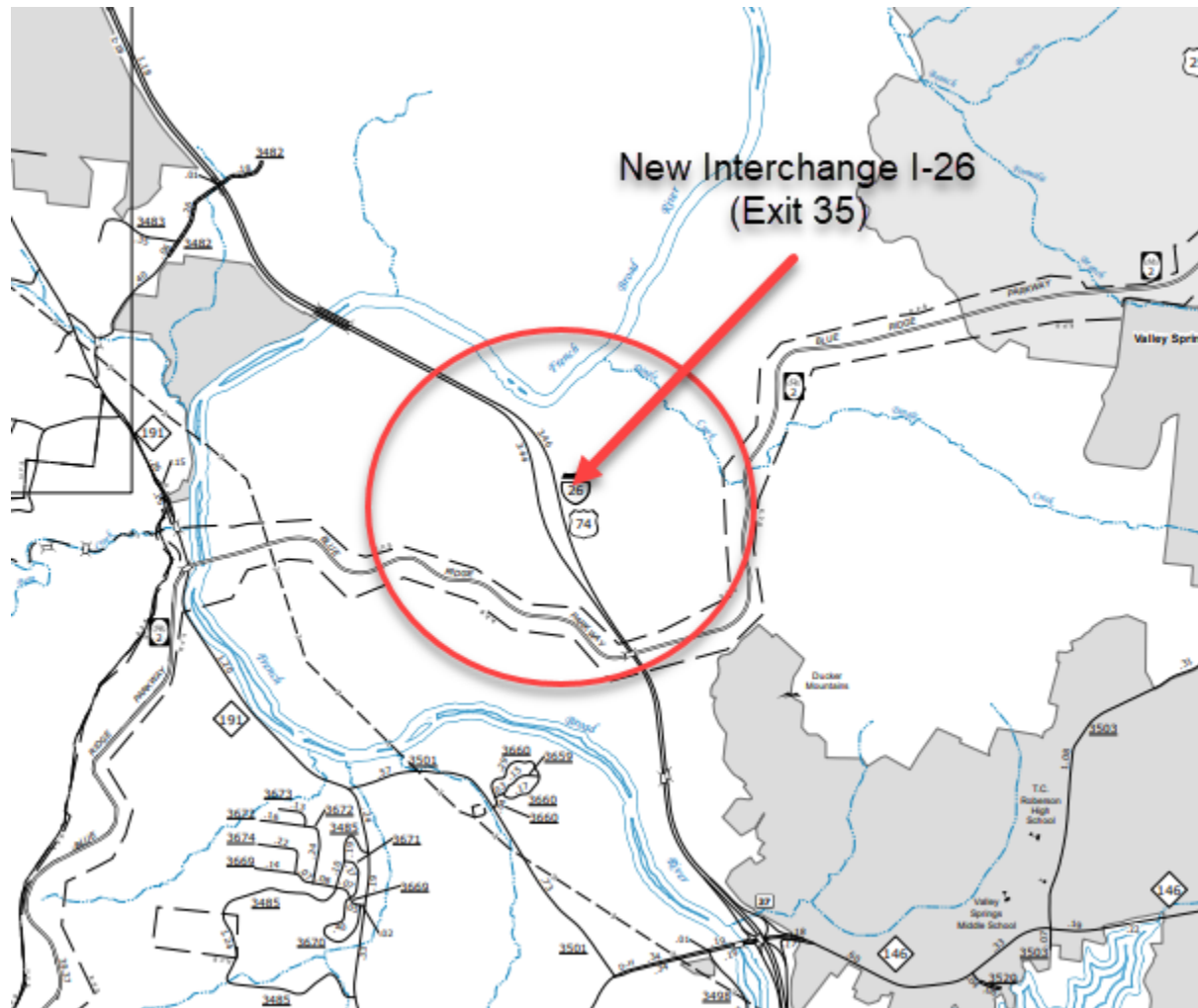
By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney





Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of December 2020 Tax Collection Report

BRIEF SUMMARY:

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

As of December 31, 2020, the total levy billed for fiscal year 2021 is 75.28% collected, as compared to 75.82% for fiscal year 2020.

Business personal property levy is 27.1.% greater in fiscal year 2021 than fiscal year 2020 and is significantly attributed to Mission Hospital. Mission Hospital's payment was processed January 6, 2021.

Below is Buncombe County year to date reporting for fiscal year 2021, as of December 31, 2020.

Current Year Collections

Fiscal Year 2021	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 14,519,739.00	\$ 5,494,569.01	\$ 184,244,399.65	\$ 7,174,147.71	\$ 211,432,855.37
Amount Collected	\$ 8,279,018.19	\$ 931,412.49	\$ 142,848,076.44	\$ 7,111,332.39	\$ 159,169,839.51
Unpaid Balance	\$ 6,240,720.81	\$ 4,563,156.52	\$ 41,396,323.21	\$ 62,815.32	\$ 52,263,015.86
Interest Collected	\$ -	\$ -	\$ 28,250.39	\$ 29,678.32	\$ 57,928.71
FY21 Collection %	57.02%	16.95%	77.53%	99.12%	75.28%
FY20 Collection %	64.73%	7.71%	77.41%	99.50%	75.82%

Total fiscal year 2021 year to date collections, property tax and interest

\$ 159,227,768.22

Prior Year Collections

Prior Years 2011-2020	Personal Property	Real Estate	Total
Amount Collected	\$ 58,672.14	\$ 428,597.35	\$ 487,269.49
Interest Collected	\$ 4,280.96	\$ 37,534.74	\$ 41,815.70

Total prior year collections, fiscal year to date

\$ 529,085.19

*Total property tax released December 2020 due to taxable value adjustments

\$ 14,413.58

*Total refunds processed December 2020

\$ 414,868.67

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



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

Consent Agenda

Department: Tax Collections

Presenter(s): Jennifer Pike

Contact(s): Jennifer Pike

Subject: Resolution Ordering the Advertising of Delinquent Real Estate Property Tax Liens

Brief Summary:

N. C. General Statute 105-369(a) requires the Governing Body to order the Tax Collector to advertise delinquent tax liens on real property for the current fiscal year.

[View Delinquent Current Year Property Tax Liens Document.](#)

The list of delinquent, current year property taxes will be updated on February 1, 2021.

Recommended Motion & Requested Action: Adoption of resolution

County Manager's comments and Recommendation: Recommends approval

RESOLUTION# 21-02-02

RESOLUTION ORDERING THE ADVERTISING OF DELINQUENT
REAL ESTATE PROPERTY TAX LIENS

WHEREAS, N.C. Gen. Stat. § 105-369(a) requires that a county tax collector report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property; and

WHEREAS, upon receipt of said report, pursuant to that same statute, the governing body must order the tax collector to advertise the tax liens; and

WHEREAS, the Buncombe County Tax Collector has reported to this board the total amount of unpaid taxes for the current fiscal year that are liens on real property.

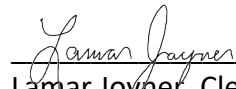
NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That the Buncombe County Tax Collector is hereby ordered to advertise the tax liens by posting a notice of the liens at the Buncombe County Courthouse and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit, in conformity with N.C. Gen. Stat. § 105-369.
2. That this resolution be effective upon adoption.

Adopted this 2nd day of February, 2021.

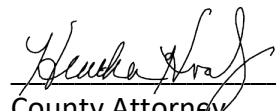
ATTEST

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

Consent Agenda

Department: TAX COLLECTIONS

Presenter(s): JENNIFER PIKE

Contact(s): JENNIFER PIKE

Subject: REQUEST TO WAIVE OCCUPANCY TAX PENALTY – SLEEP INN WEST

Brief Summary:

Sleep Inn West has requested a waiver of Occupancy Tax penalty due. Occupancy tax for Sleep Inn West was due November 20, 2020 and paid December 11, 2020 due to a medical issue for an immediate family member of the individual responsible for submission of occupancy tax. The late payment resulted in a penalty assessed in the amount of \$1,816.36. A two-step process is required for granting a penalty waiver, approval by both the Buncombe County Tourism Development Authority (BCTDA) and Buncombe County Board of Commissioners. BCTDA has approved the penalty waiver. Following approval of the penalty waiver by the Buncombe County Board of Commissioners the penalty amount due of \$1,816.36 will be removed from the account.

Recommended Motion & Requested Action:

Approval of occupancy tax penalty waiver for Sleep Inn West.

County Manager's comments and Recommendation: Recommends approval.

Explore ASHEVILLE

Buncombe County Tourism Development Authority

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

Via Zoom Webinar due to the COVID-19 Pandemic/State of Emergency

Excerpts from the Virtual Board Meeting Minutes

Wednesday, December 16, 2020

Present (Voting):	Himanshu Karvir, Chair; Gary Froeba, Vice Chair; Andrew Celwyn, John Luckett, John McKibbon, Kathleen Mosher
Absent (Voting):	Leah Ashburn, Brenda Durden, James Poole
Present (Ex-Officio):	None
Absent (Ex-Officio):	Asheville City Councilmember Sandra Kilgore
CVB Staff:	Victoria Isley, Marla Tambellini, Jonna Sampson, Daniel Bradley
BC Finance:	Don Warn, Buncombe County/BCTDA Fiscal Agent
Legal Counsel:	Sabrina Rockoff, McGuire, Wood & Bissette
Online Attendees:	Dianna Pierce, Carli Adams, Glenn Cox, Kathryn Dewey, Connie Holliday, Josh Jones, Pat Kappes, Sarah Kilgore, Sarah Lowery, Kathi Petersen, Tina Porter, Glenn Ramey, Charlie Reed, Whitney Smith, Jason Tarr, Nicole Will; Explore Asheville Staff Chris Kessler, CliftonLarsonAllen LLP Krutika Patel, Sleep Inn West Demp Bradford, Madison Davis; Asheville-Buncombe Regional Sports Commission Kit Cramer, Asheville Area Chamber of Commerce Angie Arner, Kelsey Ann Bassel, Ashley Keetle, Emery Morris, Susan Neikirk; 360i Jane Anderson, Asheville Independent Restaurant Association Jackson Tierney, Bob Michel; Asheville Homestay Network Lew Bleiweis, Tina Kinsey; Asheville Regional Airport John Ellis, Jim Muth; Past BCTDA Board Members Rick Bell, Engadine Inn & Cabins Chris Corl, Harrah's Cherokee Center – Asheville Kevin Beattie, WLOS News 13 Jason Sandford, Ashvegas Daniel Walton, Mountain Xpress Derek Lacey, Asheville Citizen-Times Sunshine Request

Additional tourism industry partners and members of the public registered in advance and viewed the online meeting.

Financial Reports

Sleep Inn West Penalty Waiver Request

Chairman Karvir introduced Ms. Krutika Patel, who is attending the meeting to present a penalty waiver request for Sleep Inn West. Chairman Karvir said that today's action will be the first in a two-step process, noting that if the BCTDA approves Ms. Patel's request, it will then be forwarded to the Buncombe County Board of Commissioners for further and final consideration.

Ms. Patel said the reason she was late paying the property's October occupancy tax on time was because it was necessary for her to take her father to Georgia for a chemotherapy treatment when it was due. When she realized the error, she immediately reached out to Ms. Sampson to start the waiver request process. Ms. Patel asked the board to consider waiving the \$1,816.36 penalty based on the extenuating circumstance involved and her excellent payment history, noting this is her first late offense.

In response to Mr. McKibbon's question asking if the payment has now been made, Ms. Patel replied affirmatively.

Mr. McKibbon made a motion to approve the Sleep Inn West's penalty waiver request as presented, in the amount of \$1,816.36. Mr. Celwyn seconded the motion. Discussion included Chairman Karvir confirming the amount of the waiver in response to a question by Vice Chairman Froeba. A roll call vote was taken and with all in favor, the motion carried 6-0.

Chairman Karvir said the BCTDA's recommendation will now be forwarded to the Buncombe County Commissioners to make the final decision. Ms. Patel thanked the board for approving the request.

Respectfully submitted,



Jonna Sampson, Executive Operations Manager

From: [Krutika Patel](#)
To: [Jonna Sampson](#)
Subject: Sleep Inn West
Date: Thursday, December 10, 2020 3:06:51 PM

To Buncombe County Tourism Development Authority,

The reason why I am reaching out to your department is because there was a miscommunication on my part about the Buncombe County tax being paid for October 2020. Which was due to be paid before November 15th 2020. I had a family emergency with my dad who has cancer and I am the only one who can take him for his treatment. Which happened to take place out of state, with me being 7 months pregnant and alot going on with my family. I truly hope that your department can please approve this one time penalty waiver for me. This year has been pretty crazy all the way around for everyone and I hope when your department looks over all my past records they will realize that I have never been late on any of my tax payments. I have already dropped the payment for October 2020 to the tax office. I truly apologize for any inconvenience.

--

Krutika Patel

Front Desk Manager

Sleep Inn West

1918 Old Haywood Road

Asheville, NC 28806

(828) 670-7600

fb [facebook.com/sleepinnbiltmorewest](https://www.facebook.com/sleepinnbiltmorewest)

web www.ashevillessleepinn.com



BUNCOMBE COUNTY
OCCUPANCY TAX

OWNERS ESTABLISHMENTS NEW INVOICE TOOLS ▾ REPORTS ▾

Invoice Details

Establishment ID
200

Establishment Name
Sleep Inn West

Date Due

11/20/2020

Batch Date

12/11/2020

Date Received

12/11/2020

Sales and Tax

Penalty Only ☐

Gross Sales

██████████

3rd Party Remitted

0

Net Sales

██████████

Tax Due

██████████

Penalty Due

1,816.36

Total Amount Due

██████████

Payments and Adjustments

Check Number

██████████

Check Amount

██████████

Tax Paid

██████████

Underpaid/(Overpaid)

0.00

Penalty Paid

0.00

Penalty Adjusted

1,816.36

Penalty Waived ☐

From: Jonna Sampson
Sent: Friday, December 11, 2020 1:56 PM
To: Lisa Jenkins <Lisa.Jenkins@buncombecounty.org>
Cc: Victoria Isley <vlsley@exploreasheville.com>
Subject: RE: Sleep Inn West

Thanks so much, Lisa! Ms. Patel provided me with the penalty amount documentation and we have added this to the BCTDA's December 16 meeting agenda. I appreciate your quick response! --Jonna

From: Lisa Jenkins <Lisa.Jenkins@buncombecounty.org>
Sent: Friday, December 11, 2020 8:38 AM
To: Jonna Sampson <jsampson@exploreasheville.com>
Cc: Victoria "Vic" Isley <vlsley@exploreasheville.com>
Subject: RE: Sleep Inn West

Good morning,
We are good – hope you are also!

We received a phone call yesterday from this establishment, per that conversation they will be in to pay the November remittance today. Until they come in with their monthly remittance form we are unable to determine the amount of penalty.

I have looked back over the last three years and they have not been late in the past. This establishment did not receive a COVID-19 waiver that was approved by the board.

Once the remittance is paid, I will share the penalty amounts with you.

Thank you,
Lisa



Lisa Jenkins

Tax Collections, Supervisor

p. (828) 250-4912 f. (828)250-6188
PO Box 3140 Asheville, NC 28802

Respect. Honesty. Integrity. Collaboration. Equity.

From: Jonna Sampson <jsampson@exploreasheville.com>
Sent: Thursday, December 10, 2020 3:25 PM
To: Lisa Jenkins <Lisa.Jenkins@buncombecounty.org>
Cc: Victoria "Vic" Isley <vlsley@exploreasheville.com>
Subject: FW: Sleep Inn West

Hi Lisa,

Hope you're doing well and staying healthy. We have received a penalty waiver request from Krutika Patel with Sleep Inn West for October occupancy taxes due on November 20. Can you please let me know if there have been any late payments or penalties waived in the past for this property? Do you have any other insights on this penalty? My understanding is it is over \$1,900, however, I don't have the exact amount.

We would like to put this request on the BCTDA's December 16 agenda, and would appreciate having your response as soon as possible to include in the materials we will send to the board tomorrow. Please let me know if that's doable. Otherwise, it may need to be postponed to the BCTDA's January 27 meeting. I believe Ms. Patel has also requested documentation related to the penalty that she will provide to us after she receives it from your department.

Thanks so much! I appreciate your help and apologize for requesting such a quick response.

--Jonna

Jonna Sampson
Executive Operations Manager



ExploreAsheville.com

December 11, 2020

Sent via email to sleepinnwest@gmail.com

Ms. Krutika Patel, Front Desk Manager
Sleep Inn West
1918 Old Haywood Road
Asheville, NC 28806

RE: Petition to Waive Occupancy Tax Penalty

Dear Ms. Patel:

The Explore Asheville Convention & Visitors Bureau (CVB) staff is in receipt of your email requesting a waiver of an occupancy tax penalty recently assessed by the Buncombe County Tax Department for the Sleep Inn West. The penalty, in the amount of \$1,816.36, was incurred due to the property's October 2020 occupancy tax report and remittance being submitted and received after the due date of November 20, 2020.

In the first of a two-step approval process, your request will be presented to the Buncombe County Tourism Development Authority (BCTDA) at its next regular board meeting, which convenes virtually on Wednesday, December 16, 2020, at 9:00 a.m., via Zoom. I encourage either you or a representative from your property virtually attend the meeting to present the circumstances related to this waiver request and answer any questions. If you haven't already done so, please let Jonna Sampson, executive operations manager for the BCTDA/CVB, know if you or a representative will be in attendance and she will send you a link to join the meeting. Ms. Sampson's email address is jsampson@ExploreAsheville.com.

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

With best regards,

A handwritten signature in black ink that reads 'Victoria Isley'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Victoria "Vic" Isley, President & CEO
Explore Asheville Convention & Visitors Bureau
For the Buncombe County Tourism Development Authority

cc: BCTDA Board
Don Warn, Lisa Jenkins; Buncombe County

VI:js



ExploreAsheville.com

January 11, 2021

Sent via email to sleepinnwest@gmail.com

Ms. Krutika Patel, Front Desk Manager
Sleep Inn West
1918 Old Haywood Road
Asheville, NC 28806

RE: Petition to Waive Occupancy Tax Penalty

Dear Ms. Patel:

The Explore Asheville Convention & Visitors Bureau (CVB) staff received your email requesting a waiver of occupancy tax penalties, totaling \$1,816.36, assessed by the Buncombe County Tax Department, for the Sleep Inn West. The penalty was incurred due to the property's occupancy tax report and remittance for the month of October 2020 being submitted and received after the November 20, 2020, due date.

As you are aware, in the first of a two-step process, your waiver request was presented to the Buncombe County Tourism Development Authority (BCTDA) at its monthly board meeting on December 16, 2020. Thanks for attending the virtual meeting to present the circumstances surrounding this request. Based on your explanation and payment history, the board approved the waiver request to move onto the next step.

Since this is a county tax, the request will now be presented to the Buncombe County Board of Commissioners for further and final consideration on Tuesday, February 2, 2021. The meeting begins at 5:00 p.m. and will be a virtual meeting. The CVB will provide the necessary documentation to Buncombe County on your behalf and will inform you of the Commission's decision after the meeting. Agendas for Buncombe County Commission meetings are posted in advance [on this page](#) and you can view the meeting on [BCTV](#) if you would like.

If you have any questions in the interim, please contact me at visley@ExploreAsheville.com or Jonna Sampson at jsampson@ExploreAsheville.com. Thank you.

With best regards,

A handwritten signature in black ink that reads "Victoria Isley". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Victoria "Vic" Isley, President & CEO
Explore Asheville Convention & Visitors Bureau
For the Buncombe County Tourism Development Authority

cc: BCTDA Board
Don Warn, Jennifer Pike; Buncombe County



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: February 2, 2021

Consent Agenda

Presenter(s):

Jennifer Barnette, Budget

Requesting Department: Health and Human Services

Budget Amendment Item: AA716

Contact(s): Stacie Saunders, Public Health Director
Jennifer Barnette, Budget

Subject: Covid Vaccination Program

Brief Summary:

HHS has received Agreement Addendum 716 Centers for Disease Control COVID-19 Vaccination Program in the amount of \$87,077 from the Division of Public Health Women's and Children's Health Section/Immunization Branch to help support activities associated with COVID-19 mass vaccination planning and implementation. This funding may be used for associated costs for COVID-19 vaccine storage and handling, vaccine planning, COVID-19 vaccination services including staffing to serve as vaccinators in points of distribution, contract needs for vaccination services, and other infection control supplies to support safe vaccine administration within the community. The Health Director requests that we utilize this funding to add one additional nurse to assist with the vaccination effort. This would be a full-time, temporary Public Health Nurse III position funded until May 31, 2021. The remainder of the funding will be used for equipment, supplies, signs and advertising needed at the vaccine sites.

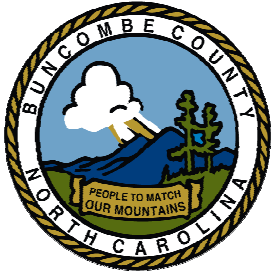
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #21-02-03



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: February 2, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 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 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 2nd day of February, 2021.

Project Name: Covid Vaccination Program

Project Description:

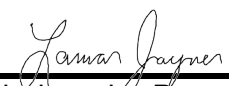
HHS has received Agreement Addendum 716 Centers for Disease Control COVID-19 Vaccination Program from the Division of Public Health Women's and Children's Health Section/Immunization Branch to help support activities associated with COVID-19 mass vaccination planning and implementation. This funding may be used for associated costs for COVID-19 vaccine storage and handling, vaccine planning, COVID-19 vaccination services including staffing to serve as vaccinators in points of distribution, contract needs for vaccination services, and other infection control supplies to support safe vaccine administration within the community. The Health Director requests that we utilize this funding to add one additional nurse to assist with the vaccination effort. This would be a full-time, temporary Public Health Nurse III position funded until May 31, 2021. The remainder of the funding will be used for equipment, supplies, signs and advertising needed at the vaccine sites.

Funding Source:

DHHS, Centers for Disease Control and Prevention CDC-RFA-IP19-901 Immunization and Vaccines for Children CFDA #: 93.268 Immunization Cooperative Agreements

Exhibit A:	Increase (Decrease)	
Account Description	Revenues	Expenditures
Restricted Intergovernmental	\$ 87,077	
Salaries and Benefits		\$ 45,000
Supplies		\$ 42,077
TOTAL	\$ 87,077	\$ 87,077

ATTEST:


Clerk to the Board

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

By: 
Chairman of the Board



February 2, 2021

Megan Robinson, Executive Director
American Red Cross serving Western North Carolina

The Need for Blood

Blood is needed for:

- ✓ Mothers giving birth
 - ✓ Premature babies
 - ✓ Accidents/trauma victims
 - ✓ Open heart surgeries
 - ✓ Hip replacements
 - ✓ Cancer treatments
 - ✓ Prostate cancer surgeries
 - ✓ Leukemia
 - ✓ Sickle cell disease
- and many others...*



The Impact of COVID-19

- 80% of blood is collected with sponsor organizations (schools, colleges, workplaces) → locally hundreds of drives cancelled
- Drives booked 18 months in advance → now 3-4 months out
- Gray sky events were localized, and blood could be collected elsewhere → covid is pervasive across the country
- **Donors want to donate, there are simply not enough drive locations running to accommodate them**

The New Need

- **Convalescent plasma**, rich in antibodies from those who have fully recovered from coronavirus, for experimental treatment of patients afflicted.
- Demand has increased 250% since October

SHORTAGE ALERT:
Fully recovered COVID-19
plasma donors needed

 American Red Cross

RedCrossBlood.org/Plasma4Covid

The High Focus

- **Increasing diversity in the blood supply** – it should reflect the diversity of patients.
- Generally, the best blood match for a patient requiring frequent transfusions comes from donors of the same ethnic or genetic background.
- Blood donations from African Americans declined dramatically since the onset of the pandemic.
 - Disproportionate rate of infection
 - Increased concerns regarding safety during COVID-19



The Ask for Support

Blood Drive Hosts & Sponsors

- To host a drive, contact megan.robinson@redcross.org

Donate Space for Community-Based Donation Site

- To donate space, contact megan.robinson@redcross.org

Share information about convalescent plasma needs

- Utilize ready-to-use templates to help spread the word

Help meet the unique needs of diverse blood recipients

- Engage community influencers asking supporters to make appointments & donate.



BATTLE OF THE BADGES

Respond to the call. Give blood.

11th Annual Battle of the Badges BLOOD DRIVE

First Baptist Church

5 Oak Street, Asheville

Wednesday, February 24th

8:00 a.m. to 5:30 p.m.

Support your favorite Badged Department!



**American
Red Cross**

Additional Resources

Our Response | Additional Collection Safety Protocols

Site Suitability Adaptation*

- **Main Area** – Minimum 800 sq ft, minimal to no obstacles (e.g., columns), allows for subdividing stations as follows:
 - Health History Area – Donor physical exam and health history questions
 - Collection Area – Actual blood donation, beds must be 6 ft or more apart
 - Recovery/Post-Collection Area – Blood products collected are readied for transport. A Recovery bed is available for any post-donation needs
 - Canteen Area – Donors enjoy provided food/beverage items.
 - Canteen chairs must be 6 ft or more apart
 - All food and drinks at drives are single serve, individually wrapped
- **Blood Donation Sites should also have the following amenities:**
 - Restrooms with running water on same floor
 - Temperature control by room
 - Good lighting & wireless signal
 - Minimum 4 electrical outlets
 - Accessible parking & load/unload ability (ramp/dock if needed)

*Site suitability specifications are subject to change. Please consult with your Red Cross representative before outreach.

Convalescent Plasma Shortage

With limited availability of the COVID-19 vaccine, the Red Cross continues to work with the FDA to collect convalescent plasma, rich in antibodies from those who have fully recovered from coronavirus, for experimental treatment of patients afflicted.

- During a plasma donation, blood is drawn from an arm and sent through a machine that collects plasma, and returns red blood cells and platelets back to the donor, along with saline. It takes only a few minutes more than donating blood.
- As of 5/15/20, Red Cross collection of convalescent plasma encompassed 170 locations, allowing delivery to hospitals within 36 hours to aid the treatment of critically ill patients.

- Hospital distribution has increased about 250% since October. More than 800 units are needed each week to help meet patient needs.
- Eligible candidates recovered from COVID-19 are encouraged to visit redcrossblood.org/plasma4covid to ensure we continue to serve those in need.

SHORTAGE ALERT:

**Fully recovered COVID-19
plasma donors needed**



RedCrossBlood.org/Plasma4Covid

Our Response | Additional Collection Safety Protocols



Temperature
Checks



Disinfecting
Frequency



Gloves
& Masks



6 Foot
Distance



Hand
Sanitizer

Pre-Donation Temperature Screening

- Prior to entry into the blood drive, all attendees are temperature screened (performed by volunteer staff we are adding nationwide)

Personal Protective Equipment

- All staff must use gloves, changed between each donor
- All attending a drive must wear masks throughout, except during canteen eating
 - Donors encouraged to bring their own mask, but provided one if necessary

Enhanced Disinfecting

- Hand sanitizer used throughout the donation process
- All equipment that is touched by donors sanitized between each donor





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

Presentations

Department: Board of Adjustment

Presenter(s): Martin Moore, Chairperson

Contact(s): Martin Moore

Subject: Board of Adjustment Update

Brief Summary:

Update Board of Commissioners on the Board of Adjustment.

Recommended Motion & Requested Action:

None

County Manager's comments and Recommendation:

Buncombe County Board of Adjustment

Update for the Board of Commissioners

Martin Moore, Chairperson



About Us

Purpose

Quasi-judicial board consisting of seven regular members and seven alternates.

The board rules on zoning variances, conditional uses, and appeals to decisions of development ordinance administrators.

Regular Members

Martin Moore- Chairperson
Dot Cordell-Vice Chairperson
Andy Ball
Katherine Morosani
Gabe Quesinberry
Greg Phillips
Carla Barnard

Alternate Members

Josh Holmes
Wendell Howard
Tim Henderson
Wesley Greene
Joel Mazelis
Damien Vacaflor
Paul Kelman



Activities

of applications has stayed the same, but the length and complexity of meetings has increased dramatically

Applications Reviewed	2019	2020
Variances	18	10
Conditional Use Permits	25	24
Meetings lasting 5+ hours	1	5

CHALLENGES:

- Determining who has legal standing
- Public comment without evidence
- Marathon 5+ hour long meetings (some over 9 hours)



BIG CHANGES IN 2020-2021

- Virtual Meetings in ZOOM
- Non-Remote (in-person) meetings in response to legal challenges
- 1,200+ Facebook viewers in some meetings
- 90+ citizens watching in ZOOM



EXAMPLES:

- ✓ Farm at Pond Road
- ✓ Crossroads/ 20 S Bear Creek
- ✓ Busbee
- ✓ Orion
- ✓ Project Ranger





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

Presentations

Department: Planning Board

Presenter(s): Nancy Waldrop, Acting Chair

Contact(s): Nancy Waldrop

Subject: Planning Board Update

Brief Summary:

Update Board of Commissioners on the Planning Board.

Recommended Motion & Requested Action:

None

County Manager's comments and Recommendation:

Buncombe County Planning Board

Update for the Board of Commissioners

Nancy Waldrop, Acting Chair



About Us

Members

Nancy Waldrop (Chair)

David Rittenberg

Dusty Pless

Robert Martin

Thad Lewis

Billy Taylor

Vacancies: 3

Purpose (What we do often)

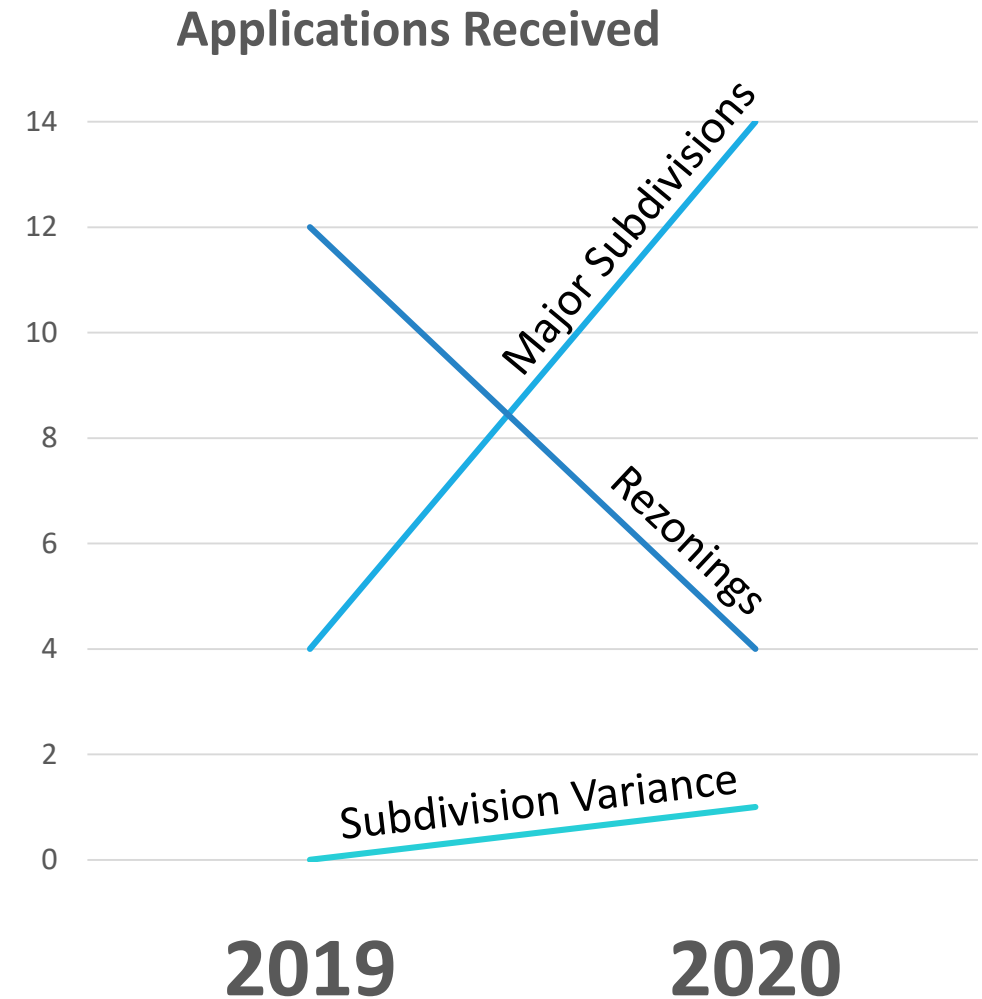
Make recommendations to the BOC on land use ordinances, including, but not limited to:

- Land Development & Subdivision Ordinance
- Zoning Ordinance



Activities

	2019	2020
MAJOR SUBDIVISIONS	4	14
Largest # of lots	32	69
Total # of lots	100	371
REZONINGS	12	4
Total acres reviewed	190.4	25.6
Sizes of lots (<i>in acres</i>)	0.4 – 154	0.58 – 10.4
SUBDIVISION VARIANCE (<i>Quasi-Judicial</i>)	0	1



Planning Board does so much more than daily/developmental tasks:

- Conduct studies of our jurisdiction and determine objectives
- Prepare and adopt plans for achieving objectives
- Develop policies, ordinances, procedures to carry out plans
- Advise the BOC on the means for carrying out plans
- Administer and enforce various means for carrying out plans
- Perform other related duties that the BOC directs

Your Planning Board is ready to roll up our sleeves and get to work on the Comprehensive Plan!



➤ Chapter 160D amendments for development regulations

- Consolidates city and county enabling statutes into a single, unified chapter.
- Provides clarifying amendments & consensus reforms
- July 1, 2021 deadline to develop and adopt amendments to conform local ordinances (zoning, subdivision, development regs.) to the new law
- July 1, 2021 deadline to have an up-to-date Land Use/Comprehensive Plan.
Communities with a zoning ordinance MUST have a comprehensive plan!



Other Thoughts and Ideas from Members:

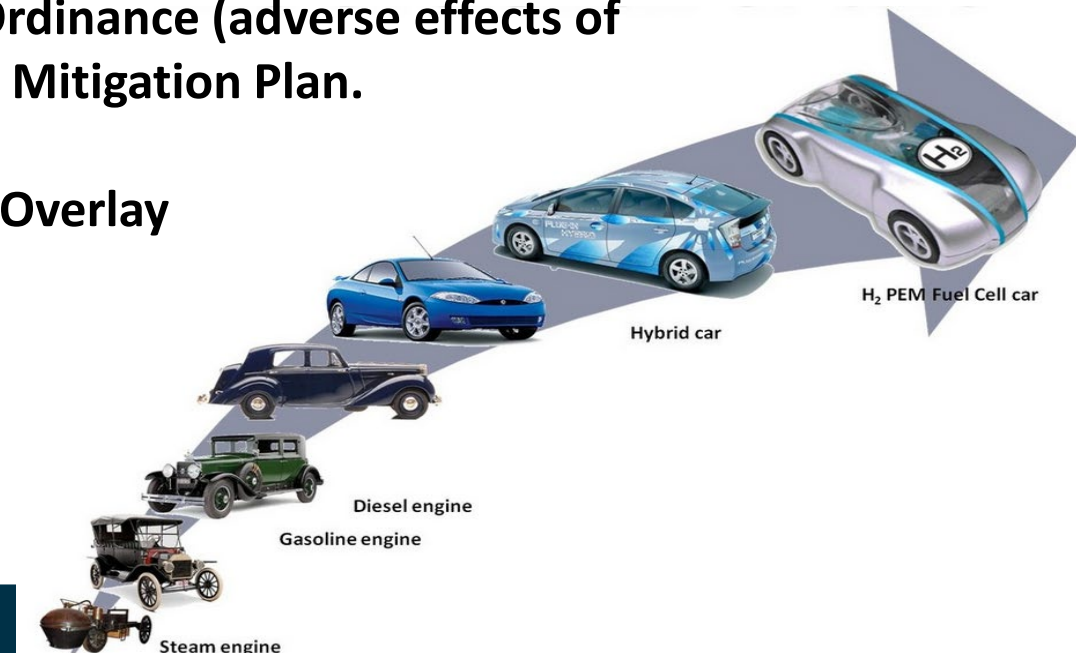


- Follow up communication to the BOC on decisions sent to them by the Planning Board.
- Consider methods for greater public input, ensuring citizens feel heard.
- Audit the Subdivision Ordinance with greater consideration for the need for open space, sidewalks, trails, outdoor areas, and infrastructure/NCDOT infrastructure improvements connecting existing road network to new development.
- Audit the Community Oriented Development program for its effectiveness in encouraging the development of affordable housing and revise if needed.



Future Planning Considerations:

- Consider methods to educate the public on the duties and responsibilities of the Planning Board and the benefits of conservation and low impact land use tools.
- Create a Comprehensive Land Use Plan that is progressive and visionary.
- To restrain sprawl, evaluate the use of Service Area Boundaries or Urban Growth Boundaries.
- Study impact of climate change in relation to our Zoning Ordinance (adverse effects of weather; mudslides, flood, etc.) and align with the Hazard Mitigation Plan.
- Strengthen our Steep Slope, Hillside, and Protected Ridge Overlay District Codes to better preserve our natural landscape.
- Consider Conditional Zoning, especially for rezoning applications and large scale subdivisions.





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

Public Hearings

Department: Human Resources **Presenter(s):** Sharon Burke, HR Director

Contact(s):

Subject: Emergency Paid Sick Leave (EPSL)

Brief Summary: To temporarily extend any unused Emergency Paid Sick Leave hours for the employees who did not use this benefit prior to December 31, 2020 and to provide designated Buncombe County employee's salary continuation, if quarantined, due to a suspected workplace COVID-19 exposure. This policy would be in effect, retroactively, as of January 1, 2021.

Recommended Motion & Requested Action: Consider approving the temporary benefit presented.

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

ORDINANCE NO. 21-02-04

AN ORDINANCE AMENDING BUNCOMBE COUNTY'S PERSONNEL ORDINANCE

- WHEREAS, pursuant to N.C. Gen. Stat. § 153A-94, a county may by ordinance adopt personnel rules that promote the hiring and retention of capable, diligent and honest career employees;
- WHEREAS, on October 15, 1996, Buncombe County adopted the Buncombe County Personnel Ordinance;
- WHEREAS, the COVID-19 the state of emergency continues and this Board has organized and approved the holding of a public hearing at a regular meeting of the Board on February 2, 2021 to discuss extension of Emergency Paid Sick Leave hours after December 31 and to provide designated employees' salary continuation, if quarantined, due to a suspected workplace COVID-19 exposure; and
- WHEREAS, this Board of Commissioners is of the opinion that it is in the best interests of the citizens and residents of Buncombe County to approve such Emergency Sick Leave and COVID Quarantine Leave and include such provisions as a temporary appendix to the Personnel Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The Personnel Ordinance of Buncombe County as referenced in Section 3-1 of the Buncombe County Code of Ordinances on file with Buncombe County Clerk to the Board of Commissioners shall be amended by inclusion of the attached Appendix: Emergency Sick Leave and COVID Quarantine Leave.

Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

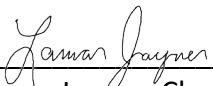
Section 3. Should any provision of the attached personnel ordinance be declared invalid or unconstitutional by any court of any competent jurisdiction, such declaration shall not affect the validity of the personnel ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4. That this Ordinance provision shall be effective from January 1, 2021 and shall remain in effect during the COVID-19 crisis, or until otherwise repealed, replaced, or rescinded. For clarity, should the federal government extend or reinstate the Families First Coronavirus Response Act (FFCRA) provisions that expired on Dec. 31, 2020 pertaining to paid sick leave and expanded family and medical leave requirements, by any means and by whatever name, then this Personnel Ordinance Appendix shall be deemed replaced and will automatically expire and be of no effect.

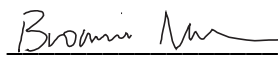
This the 2nd day of February, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

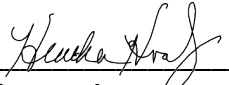


Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

Contents

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2.0 **Applicability**..... 1

3.0 **Policy** 1

4.0 **Policy Non-Compliance** 3

5.0 **Audit**..... 3

6.0 **Definitions**..... 3

1.0 Purpose

To temporarily extend any unused Emergency Paid Sick leave hours for eligible employees who did not use this benefit prior to December 31, 2020 and to provide designated Buncombe County employee’s salary continuation, if quarantined, due to a suspected workplace COVID-19 exposure.

This policy is separate from and independent of FFCRA and eFMLA and is independent of any existing sick leave policies that the County grants employees in the normal course of business.

2.0 Applicability

All employees will be eligible to utilize their unused Emergency Paid Sick Leave hours as described below. Only identified positions will be eligible for COVID Emergency Paid Quarantine Leave.

3.0 Policy

Emergency Paid Sick Leave (EPSL)

Emergency paid sick leave at Full Pay will continue to be available for an employee who is unable to work or work remotely because:

1. The employee is subject to federal, state, or local quarantine/isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine because they are infected with, or have been exposed to, or are at high risk of complications from COVID-19.
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
4. The employee is experiencing side effects from the COVID-19 vaccine.

Eligibility for EPSL

All employees, who were granted 80-hours of EPSL prior to December 31, 2020 may extend the use of these unused hours during the COVID-19 Crisis. No additional hours will be granted. Under this policy, Emergency paid sick leave is strictly for the quarantine and/or recovery from COVID-19 of the employee.

Emergency Paid COVID Quarantine Leave (EPQL)

Emergency Paid Quarantine Leave will be available for certain positions where they cannot reasonably social distance and are unable to perform work functions from home and are subject to a federal, state, or local quarantine or isolation order related to COVID-19.

1. This benefit is to provide salary continuation while the employee waits on the results of their COVID-19 test results.
 - a. The maximum benefit per incident is five (5) shifts or until the employee receives their test results, whichever is sooner.
 - b. The employee is not eligible for overtime hours for the week they are using Quarantine Leave.
2. This benefit is not for the recovery of COVID-19. Should the employee test positive for COVID-19 they would be expected contact Human Resources at FMLA@buncombecountyt.org and to use their own FMLA leave.

Eligibility for EPQL

Only employees who hold the following positions will be eligible for Quarantine Leave: Detention Officers, Patrol Deputies, EMT, Scale House Attendant, staff administering COVID-19 Vaccines, and COVID-19 test and vaccine site personnel. The Human Resources Director has the discretion to grant Quarantine Leave for positions not listed based on the criteria listed above.

Paid Benefits for the Use of Remaining EPSL

Eligible employees who received paid sick leave prior to December 31, 2020, may use their remaining leave for their own personal COVID related incident. If the employee previously exhausted their allocated leave, the employee would be expected to use their own unused accrued leave. Prior to December 31, 2020, employees were granted:

- Full-time employees: 2 full weeks of work up to 80 hours at their regular rate of pay.
- Part-time employees: the number of hours that the employee works, on average, over a two-week period.

Return to Work Following EPSL or COVID-19 Quarantine Leave

Employees are required to follow guidelines established by the Centers for Disease Control and Prevention and have a return to work notice from Buncombe County's Employee & Family Health.

Notification of Leave Request

Employees should request their need for emergency paid leave or COVID Quarantine leave as soon as they have been placed on quarantine, by notifying their immediate supervisor AND the HR department contact. Employee and Family Health will provide a stay at home

notice to the employee. That notice must be forwarded to Beth Ray at:
FMLA@buncombecounty.org

If an employee is incapacitated, the employee's representative should contact the employees supervisor as soon as possible.

Policy Non-Compliance

Employees who meet the qualifications must apply for the expanded benefits by emailing FMLA@buncombecounty.org. Failure to submit the required documents will delay or deny the ability to participate in this benefit.

4.0 Audit

All policies for Buncombe County may be subject to audit or review as outlined in the [Internal Auditor's Statement](#). The Internal Auditor's Statement is incorporated into all County policies through this reference.

Definitions

- a. **Effective date:** This policy shall be in effect from January 1, 2021 and shall remain in effect during the COVID-19 crisis.



EMERGENCY PAID SICK LEAVE & COVID QUARANTINE LEAVE

Presented by

Sharon Burke, Director of Human Resources



FAMILY FIRST COVID RESPONSE ACT (FFCRA)

Act expired on December 31, 2020

- Provided 80 hours of paid sick leave for full time employees
- Provided salary continuation for **SOME** parents to stay home
- Only 280 of 1500 employee's used this benefit



BENEFIT USAGE

Total employees who used FFCRA: 280 out of 1500

- 94% COVID sick hours
- 5.65% Emergency FMLA
 - many employees were not eligible for eFMLA

New issue:

Employees unable to social distance have had multiple quarantines due to potential exposures need to use their own PTO



TEMPORARY POLICY

Extend Emergency Sick leave for employee use only

- No new hours granted

Provide select positions with a COVID quarantine benefit

- This benefit is to provide salary continuation while the employee waits on the results of their COVID-19 test results.
- The maximum benefit per incident is five (5) shifts or until the employee receives their test results, whichever is sooner.
 - Detention Officers, Patrol Deputies, EMT's, Scale House Attendant, staff administering COVID-19 Vaccines, and COVID-19 test and vaccine site personnel.



RECOMMENDATION

- ❖ Approve the Emergency Sick Leave and COVID Quarantine Leave Policy
 - ❖ Duration: Until the COVID-19 crisis has ended or until new Federal regulations are in place
 - ❖ Positions eligible for Quarantine leave:
 - ❖ Detention Officers, Patrol Deputies, EMT's, Scale House Attendant, staff administering COVID-19 Vaccines, and COVID-19 test and vaccine site personnel.



Questions?





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 2/2/2021

New Business

Department:

Budget

Presenter(s):

Jennifer Barnette, Budget Director

Contact:

Jennifer Barnette, Budget

Subject:

FY2022 Cost of Living Adjustment

Brief Summary:

As outlined in the Buncombe County Personnel Ordinance, employees receive an automatic Cost of Living Adjustment (COLA) each April. During the FY21 budget planning process, the Board of Commissioners directed staff to remove the budgeted funds for the expected COLA for FY21. Budget staff lowered the FY21 salary and benefits budget by \$625,000 and committed to revisiting the item once CPI-W data is released, but prior to implementing the FY21 COLA.

The US Bureau of Labor Statistics released December 2020 CPI data on January 13, 2021. Staff calculated the COLA set to be applied in April 2021, which is 1.45%. The COLA will result in approximately \$400,000 in FY21 costs and add approximately \$1.67 million to the FY22 salary and benefits budget, based on current headcount. Staff recommends using lapsed salary to cover the FY21 cost. No budget amendment is needed.

Staff will revisit this item at a future meeting and present a proposal to align the COLA with the annual budget process.

Recommended Motion & Requested Action:

Support staff recommendation to pay for COLA with FY21 lapsed salary

County Manager's comments and Recommendation:

County Manager recommends as presented



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: February 2, 2021

New Business

Presenter(s):

Phillip Hardin

Jennifer Barnette

Requesting Department: Health and Human Services

Budget Amendment Item: Emergency Rental Assistance Grant

Contact(s): Phillip Hardin, Economic Services Director
Jennifer Barnette, Budget

Subject: Emergency Rental Assistance

Brief Summary:

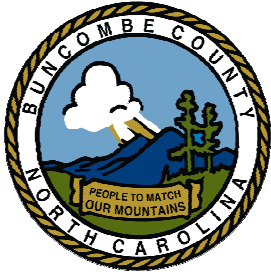
Buncombe County has received a grant in the amount of \$7,877,876 from the U.S. Department of the Treasury for Emergency Rental Assistance. This program is to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds may be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy cost arrears, and other expenses related to housing. The funds generally expire on December 31, 2021 but may be eligible for a 90 day extension. Up to 10% of the grant may be used for Administrative costs. The Health and Human Services department will be administering this grant and is requesting four grant-funded positions (one full-time Grant Manager position, and 3 other full-time positions to assist in determining eligibility and processing transactions) and will also use five existing HHS staff. A small portion of the grant will be used for office supplies and other needs to administer the grant.

Recommended Motion & Requested Action:

1. Approve four grant-funded positions
2. Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented



ORDINANCE #21-02-05

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: February 2, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 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 FY 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 2nd day of February, 2021

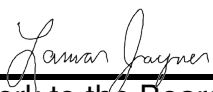
Grant Name: Emergency Rental Assistance Grant

Project Description: Buncombe County has received a grant from the U.S. Department of the Treasury for Emergency Rental Assistance. This program is to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds may be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy cost arrears, and other expenses related to housing. The funds generally expire on December 31, 2021 but may be eligible for a 90 day extension. Up to 10% of the grant may be used for Administrative costs. The Health and Human Services department will be administering this grant and is requesting four grant-funded positions (one full-time Grant Manager position, and 3 other full-time positions to assist in determining eligibility and processing transactions) and will also use five existing HHS staff. A small portion of the grant will be used for office supplies and other needs to administer the grant.

Funding Source:
U.S. Department of the Treasury

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Restricted Intergovernmental Expenditures	\$ 7,877,876	\$ 7,887,876
TOTAL	\$ 7,877,876	\$ 7,887,876

ATTEST:


Clerk to the Board

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

By: 
Chairman of the Board