

Board of Commissioners' Agenda

November 1, 2022

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

Public Comment is taken at the beginning of the meeting.

The meeting will broadcast via Facebook Live @Buncombegov.

Call To Order

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Discussion / Adjustment / Approval To Follow Agenda

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Consent Agenda [▲top](#)

- [Approval of October 18, 2022 Briefing Meeting Minutes](#)
- [Approval of October 18, 2022 Regular Meeting Minutes](#)
- [Tax Collection Report](#)
- [Approval of Construction Contract with C&T Paving for the FY20 Countywide Parking Lot Improvements Project](#)
- [Approval of Technical Correction to Leave Policy](#)
 - [Leave Policy](#)

Public Comment

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Good News

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Presentations [▲top](#)

- [Operation Green Light Proclamation](#)
 - [Proclamation](#)
- [Financial Quarterly Report - FY22 Fourth Quarter](#)

- [Report](#)
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- [Financial Quarterly Report - FY23 First Quarter](#)
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Public Hearings

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County Manager's Report [▲top](#)

Old Business

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New Business [▲top](#)

- [Affordable Parking Program](#)
 - [Resolution Establishing the Coxe Avenue Affordable Parking Program](#)
 - [Ordinance Amending the FY2023 Fee Schedule](#)
 - [More Information](#)
- [Budget Amendment for School Capital Fund Commission Fiscal Year 2023 Project Recommendations](#)
 - [Ordinance](#)

Board Appointments

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Announcements [▲top](#)

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

Closed Session / Open Session

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Adjournment

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

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

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Donald Warn, Finance Director; John Hudson, Budget Director; Sharon Burke, Human Resources Director; Jennifer Pike, Tax Collector; Keith Miller, Tax Assessor; Sheriff Quentin Miller; Stoney Blevins, Health & Human Services Director; Rachael Nygaard, Strategic Partnerships Director; Tim Love, Intergovernmental Relations; Nathan Pennington, Planning Director; Dane Pederson, Solid Waste Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Wells motioned to approve the Consent Agenda and the remainder of the agenda. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

- Approval of October 18, 2022 Briefing Meeting Minutes
- Approval of October 18, 2022 Regular Meeting Minutes
- Tax Collection Report
- Approval of Construction Contract with C&T Paving for the FY20 Countywide Parking Lot Improvements Project
- Approval of Technical Correction to Leave Policy
 - Leave Policy

PUBLIC COMMENT

Gary Thompson, Thomas Van Dalsen, Cathy Anders, Brad Shore, and Mike Kennedy expressed their concerns and disapproval for the Pinners Cove (rezoning) new construction project by KLP Pinners EAT, LLC.

Don Yelton questioned the open space bond, "I Voted" sticker, and how equity is applied in the County.

Joel Harder stated his displeasure with County employee recruitment as it relates to Native Americans.

Jen Hampton, Karli Schwartz, and Liz Button expressed their support for the Affordable Parking Program.

PRESENTATIONS

- **Operation Green Light Proclamation**

Vice Chair Edwards read and presented the proclamation. Heath Smith, Veterans Services, and Kevin Rumley, Justice Services-Veteran Treatment, accepted the proclamation and expressed thanks for the County's support of veterans.

- **Financial Quarterly Report - FY22 Fourth Quarter**

Don Warn, Finance Director, presented the FY22 Fourth Quarter Report with an update on revenues and expenditures.

- **Financial Quarterly Report - FY23 First Quarter**

Don Warn, Finance Director, presented the FY23 First Quarter Report with an update on revenues and expenditures.

COUNTY MANAGER'S REPORT

- **Election Update**

Lillian Govus, Communication & Public Engagement Director, provided an update on the General Election with details related absentee ballots, early voting, and election day voting.

NEW BUSINESS

- **Affordable Parking Program**

Tim Love, Intergovernmental Relations, presented background, survey results, and program details for Coxe Avenue Garage. Staff presented the Affordable Parking Program concept to the Board at the September 6th Briefing Agenda and Commissioners requested additional input from the Community regarding the proposed options. The proposed program provided a reduced rate of \$40 per month to individuals that purchase a monthly parking pass and are of low to moderate income (i.e., 80% AMI).

Vice Chair Edwards moved to approve the resolution authorizing the creation of the Affordable Parking Program at Coxe Avenue Garage as presented. Commissioner Wells seconded and the motion passed 7-0.

Commissioner Wells moved to approve the ordinance amending the FY2023 Fee Schedule. Commissioner Sloan seconded and the motion passed 7-0.

- **Budget Amendment for School Capital Fund Commission Fiscal Year 2023 Project Recommendations**

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

ANNOUNCEMENTS

The Chairman made the following announcements:

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

CLOSED SESSION

Commissioner Beach-Ferrara moved to go into closed session pursuant to NCGS 143-318.11(a) (4) to hear economic development matters and NCGS 143-318.11(a) (5) hear real property negotiation matters with no possible action anticipated following the closed session. Commissioner Whitesides seconded and the motion passed 7-0.

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

Commissioner Beach-Ferrara moved to go back into open session. Commissioner Sloan seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to adjourn the meeting. Vice Chair Edwards seconded and the motion passed 7-0. The meeting was adjourned at 7:19 p.m.



LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS



BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of September 2022 Tax Collection Report

BRIEF SUMMARY:

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

In the month of September, the majority of fiscal year 2023 property tax notices have been created and mailed. Public service company property taxes will be billed in October 2022. The settlement for Mission Health/HCA for prior tax years will continue to be reported as a reduction for prior year collections.

As of September 30, 2022, the total levy billed for fiscal year 2023 is 14.22% collected, as compared to 14.04% for fiscal year 2022.

Below is Buncombe County year to date reporting for fiscal year 2023, as of September 30, 2022.

Current Year Collections

Fiscal Year 2023	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 14,218,222.68	\$ -	\$ 209,302,473.07	\$ 4,014,589.68	\$ 227,535,285.43
Amount Collected	\$ 2,500,621.57	\$ -	\$ 25,847,859.90	\$ 3,999,243.42	\$ 32,347,724.89
Unpaid Balance	\$ 11,717,601.11	\$ -	\$ 183,454,613.17	\$ 15,346.26	\$ 195,187,560.54
Interest Collected	\$ -	\$ -	\$ 28,373.57	\$ 30,420.13	\$ 58,793.70
FY23 Collection %	17.59%		12.35%	99.62%	14.22%
FY22 Collection %	17.05%		12.18%	99.70%	14.04%

Total fiscal year 2023 year to date collections, property tax and interest **\$ 32,406,518.59**

Prior Year Collections

Prior Years 2013-2022	Personal Property	Real Estate	Total
Amount Collected	\$ 30,731.62	\$ (441,652.39)	\$ (410,920.77)
Interest Collected	\$ 3,974.36	\$ 13,208.84	\$ 17,183.20

Total prior year collections, fiscal year to date **\$ (393,737.57)**

***Total property tax released September 2022 due to taxable value adjustments** **\$ 69,048.32**

***Total refunds processed September 2022** **\$ 32,591.69**

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



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 11/1/2022

Consent Agenda

Department: General Services

Presenter(s): Scott Metcalf

Contact(s): Scott Metcalf

Subject: Construction Contract with C&T Paving for the FY20 Countywide Parking lot Improvements Project.

Brief Summary: In FY20 Davis Civil Solutions was hired to evaluate a combination of parking lots and basketball courts throughout the county to develop construction documents for the repair and or replacement. On July 14, 2022, a notice to bidders was advertised for contractors interested in bidding on the county-wide paving project. On Aug 4, 2022, C&T Paving was the lowest, responsive, responsible bidder. The contracted amount will be \$1,191,203.51 and include 11 sites.

- Enka Library
- North Branch Library
- Weaverville Library
- South Buncombe
- Hominy Park Location A
- 50 Apac Dr. Location A-F

Recommended Motion & Requested Action: Award contract

County Manager's comments and Recommendation: Approve as presented

GENERAL CONDITIONS OF THE CONTRACT

STANDARD FORM FOR SINGLE PRIME CONSTRUCTION PROJECTS

**NORTH CAROLINA
COUNTY OF BUNCOMBE**

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Request for Proposal (RFP); General Contractor's formal response to the RFP; General Conditions of the Contract; special conditions if applicable; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the contract; the performance bond; the payment bond; insurance certificates. All of these items together form the contract.
- b. The **Owner** is Buncombe County Government.
- c. The **designer** or **project designer** means the firm or firms of architects or engineers or both (and their consultants) which have undertaken to design the project pursuant to a contract with the Owner, (hereinafter, the "design contract").
- d. Intentionally left blank for sequential numbering purposes.
- e. A **subcontractor**, as the term is used herein, shall be a trade contractor, a general, mechanical, electrical, plumbing, specialty contractor, or a trade contractor, who has entered into a direct contract with a GC, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor as supervised by the GC.
- h. The **project** is the total construction work to be performed under the contract documents.
- i. Intentionally left blank for sequential numbering purposes.
- j. **Change order**, as used herein, shall mean a written order to the GC subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the GC, designer and the Owner, in that order (Article 19).
- k. **Field Order**, as used herein, shall mean a written approval for the GC to proceed with the work requested by Owner prior to issuance of a formal Change Order. The field order shall be signed by the GC, designer, and Owner.
- l. **Field Change**, as used herein shall mean a written approval from the Owner for the GC to proceed with work requested by the Owner.

- m. **Time of Completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- n. **Liquidated damages**, as stated in the contract documents, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the GC to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the GC, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the GC (e.g., if a multi-phased project-subsequent phases, delays in start of other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- o. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the GC, and which engages to be responsible for the GC and his acceptable performance of the work.
- p. **Routine written communications between the Designer and the General Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".
- q. **Clarification or Request for information (RFI)** is a request from the GC seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the GC's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- r. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- s. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- t. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of the designer and owner.
- u. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve

competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the designer and owner.

- v. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- w. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- x. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- y. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.
- z. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to final inspection.
- aa. left blank for numbering purposes
- bb. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the local Authority Having Jurisdiction (AHJ). Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- cc. **Final Acceptance** is the date in which the Owner accepts the construction as totally complete. This includes the local AHJ and certification by the designer that all punch lists are completed.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small- scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The GC shall execute each copy of the response to RFP, contract, performance bond and payment bond as follows:

- 1 If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- 2 If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- 3 If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- 4 If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable to each particular member.
- 5 All signatures shall be properly witnessed.
- 6 If the General Contractor's license is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
- 7 The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
- 8 Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
- 9 The seal of the bonding company shall be impressed on each signature page of the bonds.
- 10 The GC's signature on the performance bond and the payment bond shall correspond with that on the contract.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The GC and the Designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The Designer shall furnish drawings or clarifications in accordance with that schedule. The GC shall not proceed with the work without such detail drawings and/or written clarifications.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The Designer or owner shall furnish free of charge to the GC electronic copies of plans and specifications. If requested by the GC, up to 3 paper copies of plans and specifications will be provided free of charge, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the GC shall clearly and legibly record all work-in-place that is at variance with the contract documents. Additional sets shall be furnished at cost, including mailing, to the GC at the request of the GC.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within fifteen (15) consecutive calendar days of the notice to proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the GC and provided to the designer. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the designer.
- b. The GC shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the GC's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the GC. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a) so as to cause no delay in the activities of the Owner.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner) for his use. The remaining copies of each submittal shall be returned to the GC not later than twenty (20) days from the date of receipt by the Designer, for the GC's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings by the designer shall not be construed as relieving the GC from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such error has been called to the attention of the designer in writing by the GC.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The GC shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the Designer or his authorized representative, and the owner.

- b. The GC shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the GC and submitted to the designer upon project completion and no later than thirty (30) days after acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the Owner. The use of these instruments on work other than this contract without permission of the Owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the Owner upon request after completion of the work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The GC shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of his work, and to install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same. The GC shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the GC shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the GC may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the GC has the option of using any product and manufacturer combination listed. However, the GC shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. The GC shall be responsible for reviewing all substitution requests from their subcontractors prior to submission to the Project Designer and Owner and shall track & monitor all such requests. Requests for substitution of materials, items, or equipment shall be submitted to the Project Designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials

may be requested after award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and the owner approves.

- e. The GC shall obtain written approval from the designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. The Designer is the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Designer, or if any workman be considered detrimental to the work, the GC shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The GC shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The GC shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The GC shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the GC observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the GC performs any work or authorizes any work to be performed knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the GC unless otherwise specified.
- c. Projects constructed by Buncombe County or a subdivision thereof are subject to inspection by appropriate county or municipal authorities and building codes. The GC shall cooperate with the county and/or municipal authorities by obtaining building permits. Permits shall be obtained at GC's cost.
- d. Projects involving local funding (Community Colleges) are also subject to county and municipal building codes and inspection by local authorities. The GC shall pay the cost of these permits and inspections unless otherwise specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The GC shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner or designer, and by laws or ordinances governing such conditions. The GC shall be responsible for any damage to the Owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The GC shall be responsible for and pay for any damages caused to the Owner. The GC shall have access to the project at all times.
- b. The GC shall be responsible to cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Designer.
- d. The GC shall ensure that all trees and shrubs designated to remain in the vicinity of the construction operations are protected in accordance with the requirements of the plans and specifications. All walks, roads, etc., shall be barricaded as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The GC shall develop and implement a project safety plan that provides all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. The GC shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The GC shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs be maintained throughout the progress of the work.
- f. The GC shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by N.C.G.S. 95-126 through 155.
- g. The GC shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made

known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.

- h. In the event of an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the GC is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the GC on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the GC in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the GC shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The GC shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the GC shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 13 - INSPECTION OF THE WORK

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours by the designer, designated official representatives of the Owner and those persons required by state law to test special work for official approval. The GC shall therefore provide safe access to the work at all times for such inspections.

- b. All instructions to the GC will be made only by or through the designer or his designated project representative. Observations made by official representatives of the Owner shall be conveyed to the designer for review and coordination prior to issuance to the GC.
- c. The GC shall perform quality control inspections on the work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Project Designer. The GC shall advise the Project Designer of any apparent variation and/or deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations.
- d. All work shall be inspected by designer, special inspector prior to being covered by the contractor. The GC shall give a minimum of two week notice unless otherwise agreed to by all parties. If inspection fails, after the first re-inspection all costs associated with additional re-inspections shall be borne by the GC.
- e. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the GC shall give adequate notice to the Project Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections will be made in the presence of the Project Designer, or his authorized representative, and it shall be the GC's responsibility to serve ample notice of such tests.
- f. All laboratory tests shall be paid by the Owner unless provided otherwise in the contract documents except the GC shall pay for laboratory tests to establish design mix for concrete and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- g. Should any work be covered up or concealed prior to inspection and approval by the Project Designer such work shall be uncovered or exposed for inspection, if so requested by the Project Designer in writing. Inspection of the work will be made promptly upon notice from the GC. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the GC.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. On-site representatives of the GC shall manage the work and coordinate the work with the activities of the Owner and Project Designer to complete the project with the Owner's objectives of cost, time and quality. Throughout the progress of the work, the GC shall maintain a competent and adequate full-time staff approved by the Owner and Project Designer. It is understood that the designated and approved on-site representative of the GC will remain on the job and in responsible charge as long as those persons remain employed by the GC unless otherwise requested or agreed to by the Owner. The GC shall establish an on-site organization with appropriate lines of authority to act on behalf of the GC. Instructions, directions or notices given to the designated on-site authority shall be as

binding as if given to the GC. However, directions, instructions, and notices shall be confirmed in writing.

- b. The GC shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. The GC shall call and preside over monthly job site progress conferences. The GC shall require attendance from other subcontractors and material suppliers who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. The GC shall be prepared to assess progress of the work and to recommend remedial measures for correction of progress as may be appropriate. The GC with assistance from the Designer shall be the coordinator of the conferences and shall preside as chairman. The GC shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.
- d. The GC, if necessary, shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- e. Intentionally left blank for sequential numbering purposes.
- f. The CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.
- g. Intentionally left blank for sequential numbering purposes.
- h. The GC shall maintain the project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the project within the time allotted by the contract. In doing so, the GC shall keep the designer fully informed as to all changes and updates to the schedule. The GC shall submit to the Project Designer a monthly report of the status of all work activities. The monthly status report shall show the actual work completed to date in comparison with the original amount of work scheduled. If the work is behind schedule, the GC must indicate in writing what measures are being taken to bring the work back on schedule and ensure that the contract completion date is not exceeded. If the work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the GC shall prepare and submit to the Project Designer a recovery schedule for review and approval. Failure of the GC to abide by the directives

in this paragraph will give the Owner cause to exercise the remedies set forth in Article 29 of the General Conditions and pursue any other legal remedies allowed it by law.

ARTICLE 15 – {NOT USED}

ARTICLE 16 – {NOT USED}

ARTICLE 17 – {NOT USED}

ARTICLE 18 - DESIGNER'S STATUS

- a. The Project Designer shall provide liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The Project Designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the GC, taking sides with neither.
- c. Should the Project Designer cease to be employed on the work for any reason whatsoever, then the Owner shall employ a competent replacement who shall assume the status of the former Project Designer.
- d. The Project Designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.
- e. The Project Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The GC shall provide facilities for such access so the Designer may perform his functions under the contract documents.
- f. Based on the Project Designer's inspections and evaluations of the project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the GC in the administration of the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract. The GC's decisions, however, relating to means and methods, and administration of the contracts the GC holds are final.

ARTICLE 19 - CHANGES IN THE WORK

- a. The Owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the GC from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by email, fax, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, the County may direct the GC to proceed on a time and material basis whereupon the GC shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, the GC is restricted to the use of the following methods:
- 1 Where the extra work involved is covered by unit prices quoted in the proposal, the value of the change shall be computed by application of unit prices based on quantities estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
 - 2 The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined for a Principal Trade or Specialty Contractor and all multi-tier subcontractors shall not exceed fifteen percent (15%) of **net cost** of the work. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
- 1 The actual costs of materials and supplies incorporated or consumed as part of the project;
 - 2 The actual costs of labor expended on the project site;
 - 3 The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions;

worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;

- 4 The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the project;
 - 5 The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the project. Overtime and extra pay for holidays and weekends shall not be incurred by the Owner as a cost item or otherwise.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the Project Designer to request proposals for the change order work in writing. The Project Designer shall verify correctness. Within fourteen (14) days after receipt of the GC's proposal, the Project Designer shall prepare the change order and forward to the GC for his signature or otherwise respond, in writing, to the GC's proposal. Within seven (7) days after receipt of the change order executed by the GC, the Project Designer shall, certify the change order by his signature, and forward the change order and all supporting data to the Owner for the Owner's signature. The Owner shall execute the change order for final approval, within seven (7) days of receipt. Copies will be sent to the Project Designer for distribution to the GC and the surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. At the time of signing a change order, the GC shall be required to certify as follows:
- "I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the Owner requests a change order and the GC's terms are unacceptable, the Owner, may require the GC to perform such work on a time and material basis in accordance with paragraph "b" above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the work requested in the change order.

ARTICLE 20 - CLAIMS FOR EXTRA COST AND DISPUTE RESOLUTION

- a. Should the GC consider that as a result of any instructions given in any form by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The GC shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation will be considered unless the claim is so made. The Designer shall render a written decision within seven (7) days of receipt of claim.
- b. The GC shall not act on instructions received by him from persons other than the Project Designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Project Designer will not be responsible for misunderstandings claimed by the GC of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Project Designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, and shall be binding on the Owner and the GC.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner and the Project Designer, the Owner shall be reimbursed by the GC. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The final completion date will be as determined by the Owner, Designer and GC during the pre-construction phase of the project and will be incorporated into the contract for construction services between the Owner and the GC.
- b. The GC shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the Project Designer and shall fully complete all work hereunder within the time of completion specified. For each day in excess of the above number of days, the GC shall pay the Owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the GC to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. If the GC is delayed at any time in the progress of his work by any act or negligence of the Owner or the Project Designer, or by any employee of either; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and Owner determine may justify the delay, then the contract time may be extended by change order for the time which the designer and Owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the GC reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved

updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- d. Request for extension of time shall be made in writing to the designer, copies to the owner, within twenty (20) days following cause of delay. In case of continuing cause for delay, the GC shall notify the designer copies to the owner, of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.
- e. The GC shall notify his surety in writing of extension of time granted.
- f. No claim shall be allowed on account of failure of the Project Designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The Owner may desire to occupy or utilize all or a portion of the project when the work is substantially complete.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner and contractor(s). If beneficial occupancy is granted, in such areas the following will be established:
 - 1. The beginning of guarantees and warranties period for the equipment necessary to support in the area.
 - 2. The owner assumes all responsibilities for utility costs for entire building.
 - 3. Contractor will obtain consent of surety.
 - 4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
 - 5. The Owner shall have the right to exclude the GC from any part of the project which the Project Designer has so certified to be substantially complete, but the Owner will allow the GC reasonable access to complete or correct work to bring it into compliance with the contract.

6. Occupancy by the Owner under this article will in no way relieve the GC from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the GC that the project is complete and ready for inspection, the Project Designer shall make a designer final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the GC shall ensure that all items requiring corrective measures noted at the designer final inspection are complete. The Project Designer shall schedule a final inspection at a time and date acceptable to the Owner and the GC.
- b. At the final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the designer and Owners' representative shall make the following determinations:
 1. That the project is completed and accepted.
 2. That the project is accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of final inspection or the Owner may invoke Article 28, Owner's Right to Do Work.
 3. That the project is not complete and another date for a final inspection will be established.
- c. Within fourteen (14) days of acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the Project Designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42.
- e. The date of acceptance will establish the following:
 1. The beginning of guarantees and warranties period.
 2. The date on which the GC's insurance coverage for public liability, property damage and builder's risk may be terminated.
 3. That no liquidated damages (if applicable) shall be assessed after this date.
 4. The termination date of utility cost to the GC (if applicable).

- f. **Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the GC, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the GC.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Project Designer, and shall make satisfactory progress until completed.
- c. Should the GC fail to proceed with the required corrections, then the Owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, nor the Project Designer, shall relieve the GC from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The GC shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The Owner will report any defects as they may appear to the GC and establish a time limit for completion of corrections by the GC. The Owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the GC fails to prosecute the work properly or to perform any provision of the contract, the Owner, after seven (7) days written notice sent by certified mail, return receipt requested, to the GC from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the GC, such action and cost of same having been first approved by the Project Designer. Should the cost of such action of the Owner exceed the amount due or to become due the GC, then the GC or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the GC fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the GC shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the GC and his surety of such delay, neglect or default, specifying the same, and if the GC within a period of seven(7) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven(7) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said GC, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said GC and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract, if it had been completed by said GC, then the said GC and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the GC and the surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 30 – GENERAL CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the GC, or if the Owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the GC, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the Owner and the designer, may suspend operations on the work or terminate the contract.
- b. The Owner shall be liable to the GC for the cost of all materials delivered and work performed on this contract plus ten (10) percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

ARTICLE 31 - REQUEST FOR PAYMENT

- a. Not later than the fifth day of the month, the GC shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the GC and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
 1. Total of contract including change orders.
 2. Value of work completed to date.
 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the GC's work has been satisfactorily completed on schedule, with approval of the owner and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
 4. Less previous payments.
 5. Current amount due.
- b. Prior to submitting the first payment request, the GC shall prepare a schedule showing a breakdown of the contract price. This schedule of values will be submitted to & approved by the designer and Owner within 30 days of the Notice to Proceed. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the designer and Owner may require.
- c. Applications for payment shall be in a form agreed upon by the GC, designer and Owner and shall be prepared and supported by such data to substantiate the accuracy of the request as the designer may require.
- d. Intentionally left blank for sequential numbering purposes.
- e. Intentionally left blank for sequential numbering purposes.
- f. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the GC regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the GC, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the GC desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer and owner and located as close to the site as possible. The warehouse selected must be approved by the GC's bonding and

insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer and owner of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the GC. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer and the owner prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the County absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the GC.

- g. In the event of beneficial occupancy, retainage of funds due the GC may be reduced with the approval of the Owner to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the GC's bonding company.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the GC, the designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the GC and the Owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner except:
 - 1. Claims arising from unsettled liens or claims against the GC.
 - 2. Faulty work or materials appearing after final payment.
 - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
 - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the GC except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the GC shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but not limited to the following:
 - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or

Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the Owner).

2. Transfer of required attic stock material and all keys in an organized manner.
 3. Record of Owner's training.
 4. Resolution of any final inspection discrepancies.
 5. Granting access to Contractor's records, if Owner's internal auditors have made a request for such access pursuant to Article 52.
- e. The GC shall forward to the designer, the final application for payment along with the following documents:
1. List of minority business subcontractors and material suppliers showing breakdown of contracts amounts and total actual payments to subcontractors and material suppliers.
 2. Affidavit of Release of Liens.
 3. Affidavit from GC of payment to material suppliers and subcontractors. (See Article 36).
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by Project Designer, certificates of compliance issued, and the GC has complied with the closeout requirements. The designer shall forward the GC's final application for payment to the Owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

- a. The designer may withhold payment for the following reasons:
1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed against the GC.
- b. The Owner may authorize the withholding of payment for the following reasons:
1. Claims filed against the GC or evidence that a claim will be filed.

2. Evidence that subcontractors have not been paid.
- c. Intentionally left blank for sequential numbering purposes.
- d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the GC without cause will make owner liable for payment of interest to the GC in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

GC agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County'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 GC's duty to carry adequate insurance. All policies of insurance shall be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the County. The minimum insurance coverage which the GC 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. GC 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 GC with a minimum limit of \$5,000,000 per occurrence with a \$10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Buncombe County shall be named as an additional insured under the policy.

Commercial general liability coverage shall not restrict coverage under such policy with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to County. This policy shall not limit the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or damage to the work.

Professional Liability. Insurance covering GC for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim with a \$2,000,000 aggregate. Policy is to be on a primary basis if other professional liability is carried. This policy shall remain in effect three (3) years after project completion.

Contractor's Pollution Liability. If GC's commercial general liability policy referenced above does not include an endorsement including the Limited Pollution Liability Extension, GC will be required to purchase a Pollution Liability policy with limits of \$1,000,000 per loss and \$1,000,000 aggregate. GC shall keep this policy in effect 3 years after completion of the project. Buncombe

County shall be named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of GC, including completed operations.

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, GC 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 general liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Builder's Risk. GC shall purchase and maintain property insurance (Builder's Risk) in the amount of the initial contract plus values of subsequent modification, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis (subject to such deductible amounts as may be required by laws and regulations). Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Buncombe County has insurable interest in the property to be covered, whichever is earlier. This insurance shall include the interests of the Owner, Contractor, Subcontractors, Owner's Representatives and Owner's Representative's Consultants in the Work.

The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, soft costs, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement to enable the County to occupy the facility during construction.

Additional Insurance Provisions.

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

GC shall provide the County with certificates of insurance listing County as the certificate holder and evidencing the above amounts. Buncombe County shall be named as additional insured under the commercial general liability policy and if applicable, GC's Pollution Liability policy. Before

commencing work and for any subsequent renewals, GC 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 with a rating of A- or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

GC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GC shall ensure that Buncombe County is an additional insured on insurance required from subcontractors.

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

Providing and maintaining adequate insurance coverage is a material obligation of GC and is of the essence of this contract. GC may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. GC shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by GC shall not be interpreted as limiting the contractor's liability and obligations under the contract.

Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. The GC shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount, for the entire project. Bonds shall be executed in the form bound with the specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the GC on account of the contract shall not become due until the GC has furnished to the Owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the GC in connection with this contract.

ARTICLE 37 - ASSIGNMENTS

The GC shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the GC under the contract may be assigned.

ARTICLE 38 - USE OF PREMISES

- a. The GC shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and shall not exceed those established limits in his operations.
- b. The GC shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The GC shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

- a. The GC shall ensure that all cutting, fitting or patching that may be required to make the work come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No subcontractor shall endanger any work of another such contractor by cutting, digging or other means, nor shall he cut or alter the work of any other such contractor without the consent of the designer and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- a. The GC shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project. If the Owner specifies that the GC is to pay all utilities, any permanent meters installed shall be listed in the GC's name until his work is fully accepted by the Owner. The Owner may: (1) pay utilities cost directly, (2) require the GC to pay all utilities cost, (3) or reimburse the GC for the actual cost of utilities. The Owner or GC, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur

in project completion. Coordination of the work of the utility companies during construction is the sole responsibility of the GC.

- b. If applicable Meters shall be relisted in the Owner's name on the day following completion and acceptance of the GC's work, and the Owner shall pay for services used after that date.
- c. Prior to the operation of permanent systems, the GC will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- d. The GC shall ensure that the permanent building systems are in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection, which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the GC and the designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the GC.
- e. The GC shall coordinate the work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- f. The GC shall coordinate the work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- g. The GC shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of work by the Designer and Owner, the GC shall coordinate the removal and replacement of any parts of the permanent building systems damaged through use during construction.
 - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the work.
 - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.

4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
5. The GC shall ensure that all lamps are in proper working condition at the time of final project acceptance.
- h. The GC shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other subcontractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- i. The GC shall, if required by Owner and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
- j. On multi-story construction projects, the GC shall either provide or ensure that temporary elevators, lifts, or other necessary special equipment is available for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the GC bid.
- k. The GC will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the GC's name, and the name of the designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the Owner.

ARTICLE 41 - CLEANING UP

- a. The GC shall ensure that the building and surrounding area is reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer. The GC shall provide an on-site refuse container(s) for the use of all subcontractors. The GC shall ensure that each subcontractor removes their rubbish and debris from the building on a daily basis. The GC shall ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.
- b. The GC shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, the GC shall ensure that all portions of the work are clean, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

ARTICLE 42 - GUARANTEE

- a. The GC shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The GC shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.
- c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the GC, which is hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State Building Codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the GC shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the GC, the GC's subcontractor, or the agents of either the GC or the GC's subcontractor. 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.

ARTICLE 45 - TAXES

- a. Federal excise taxes do not apply to materials entering into local government work.

- b. Federal transportation taxes do not apply to materials entering into local government work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into local government work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into local government work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. Accounting Procedures for Refund of County Sales & Use Tax Amount of county sales and use tax paid per GC's statements:

GC's performing contracts for local government agencies shall ensure that they and all subcontractors will provide information to give the local government agency for whose project the materials, supplies, fixtures and/or equipment was purchased a signed statement containing the information listed in N.C.G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractors setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the GC.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials,

supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

The GC agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The GC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. General Contractors are reminded of the requirements of instructions under General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina.

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

N.C.G.S. 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project and requires documentation of good faith efforts for meeting that goal. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix F are hereby incorporated into and made a part of this contract.

ARTICLE 50 – CONTRACTOR EVALUATION

The GC's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to compete for future capital improvement projects for institutions and agencies of the State of North Carolina. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, General Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The Owner may request the GC's comments to evaluate the designer.

ARTICLE 51 – GIFTS

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, General Contractor, design professional, engineer, subcontractor, supplier,

vendor, etc.), to make gifts or to give favors to any County employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, General Contractor and their employees), employees of the County that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions, and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

ARTICLE 53 – LEFT BLANK FOR NUMBERING PURPOSES

ARTICLE 54 – TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate GC's services and work at Owner's convenience. Upon receipt of such notice, GC shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, GC shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by GC as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to GC prior to the date of the termination of this Agreement. GC shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

FORM OF SINGLE PRIME CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 2nd day of September in the year of 2022 by and C & T Paving LLC, hereinafter called the Party of the First Part (the "Contractor"), and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the "Owner").

WITNESSETH:

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

1. **Scope of Work:** This agreement concerns Parking Lot Improvements Countywide Projects to be performed by The Party of the First Part. The Party of the First Part shall furnish and deliver all materials, and perform all of the work in the manner and form as provided by the approved design drawings and specifications from the preconstruction phase, and those items not on the approved design to ensure the project is functional and complete. These plans, specifications and documents to be titled "Parking Lot Improvements Countywide Projects," are attached hereto and made a part hereof as if fully contained herein (*such documents may include: advertisements; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates*):
 - i. **Scope of Work**
 - ii. **Buncombe County Construction Contract General Conditions of the Contract**
 - iii. **Buncombe County's Invitation for Construction Bids**
 - iv. **Responsive Bid Bond**
 - v. **RFP Bidder Info Workbook**
 - vi. **Certificate of Insurance**
 - vii. **Performance and Payment Bonds**

Project Name: Parking Lot Improvements Countywide Projects

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within 365 consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in General and Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

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

One million one hundred ninety-one thousand, two hundred three and 51/100 Dollars (\$1,191,203.51)

Locations to **include** with pricing:

• Enka Library	\$57,180.50
• North Branch Library	\$50,742.50
• Weaverville Library	\$18,580
• 50 Apac Dr, A	\$87,705.75
• 50 Apac Dr, B & C	\$162,499.50
• 50 Apac Dr, D	\$167,772
• 50 Apac Dr, E	\$263,257.50
• 50 Apac Dr, F	\$271,434
• South Buncombe Library	\$49,791
• Hominy Park, B	\$62,240.76

Locations **declined**:

• 52 Coxe Ave	\$59,985
• 94 Coxe Ave	\$55,020.38
• Owen Park	\$47,145
• 59 Woodfin Pl	\$148,034
• 200 College St	\$49,903
• Hominy Park, A	\$67,705.61
• Federal Alley	\$45,769

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.
5. The Party of the First Part shall perform the work associated with this Agreement in such a manner as not to void any warranties, including those for labor, materials, or parts, that are held by the Owner and/or schools systems, colleges, and/or their respective governing bodies, and/or that are applicable to the property on which any activities under this contract occur, and/or that remain in effect on any of the locations at which the Party of the First

Part is performing work associated with this Agreement. The Owner and/or schools systems, colleges, and/or their respective governing bodies upon whose property any activities under this contract occur, may allow for the issuer of any such warranties to inspect the drawings, specifications, and/or the work performed by the Party of the First Part to ensure that any such warranties remain valid for their remaining term. The Owner of the property on which the work is being performed shall be responsible for providing notice to the issuers of any warranties, unless such property is occupied by a schools system, college, and/or its respective governing body, in which case the school system, college, or its respective governing bodies for which the work is being performed shall be responsible for providing such notice.

6. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.
7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
8. The Party of the First Part attests that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

{Signature Pages Follow}

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

CONTRACTOR

By: [Signature]
(Signature)
Elizabeth Culbertson
(Printed Name)
Vice President
(Title)
10/12/22
(Date)

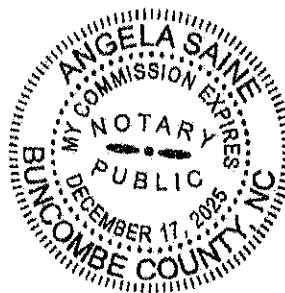
STATE OF NC
COUNTY OF Buncombe

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

Witness my hand and notarial seal this 12 day of October, 2022

My commission expires: 12-17-2025

[Signature]
Notary Public



BUNCOMBE COUNTY

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

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

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

My commission expires: _____

Notary Public

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

Buncombe County Finance Director

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal (Contractor): _____

Name of Surety: _____

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

Amount of Bond: _____

Project: _____

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

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

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

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

{Signature Pages Follow}

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

CONTRACTOR

WITNESS

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

SURETY COMPANY

WITNESS

A Company Licensed to do Business in N.C.

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

(Surety Corporate Seal)

REGISTERED AGENT

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

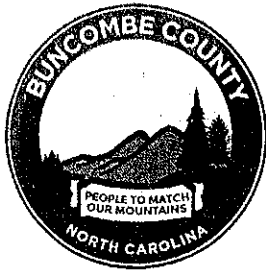
(Signature)

(Printed Name)

(Title)

(Date)

Sheet for Attaching Insurance Certificates



General Services

Scott Metcalf
Facilities and Project Manager

REQUEST FOR BID COUNTY-WIDE PAVING PROJECT

CHECKLIST OF REQUIRED ITEMS

Company CAT Paving
Signature [Signature]
Date 8/4/2022

#	ITEM	INCLUDED
1	This checklist is signed and included in the submitted bid	✓
2	Signed Bid Form	✓
3	MBE Forms	✓
4	Sub Contractor List	✓
5	Bid Bond in separate envelope	✓
6		
7		
8		
9		
10		

DAVIS CIVILSOLUTIONS, P.A.

SECTION BP
BID PROPOSAL

Gentlemen:

Date:

8/4/22

In compliance with your Advertisement for Bids, the undersigned hereby proposes to furnish all labor, equipment and materials and to perform all work for the construction of improvements referred to herein as:

**PARKING LOT IMPROVEMENTS
COUNTYWIDE PROJECTS**

BUNCOMBE COUNTY, NORTH CAROLINA

in strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule (printed on yellow paper) attached hereto and totaling:

\$ one million six hundred sixty four thousand seven hundred sixty five (words) 50/100 (\$1,664,765.50) (numbers)

The undersigned hereby agrees that, upon written acceptance of this Bid, he will within 10 days of receipt of such notice execute a formal Contract agreement with the Owner, and that he will provide any bonds or guarantees required by the Contract Documents.

The undersigned agrees that, if awarded the Contract, he will commence the work within 10 calendar days after the date of receipt of written Notice to Proceed, and that he will complete the work within 75 calendar days thereafter.

The undersigned acknowledges receipt of the following addenda:

1, 2, 3, 4

Respectfully submitted,

CAT PAUING

Firm Name

PO Box 1439

Leicester, NC 28748

Business Address

(Seal)

ATTEST:

Wendy McShropshire

By:

Wendy McShropshire

Title:

Vice President

END OF SECTION

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Buncombe

Affidavit of C+T PAVING, LLC
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
Parking Lot Improvements Countywide Projects contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

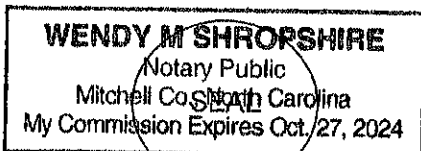
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 8-10-2022 Name of Authorized Officer: Elizabeth Culbertson

Signature: [Signature]

Title: Vice President



State of North Carolina, County of Mitchell
Subscribed and sworn to before me this 10 day of August 20 22
Notary Public Wendy M Shropshire
My commission expires October 27 2024

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Buncombe

Affidavit of C & T Paving, LLC (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- ☒ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

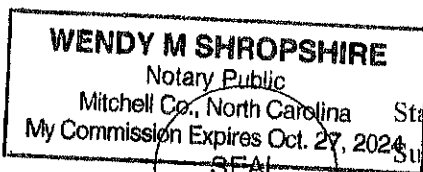
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8-10-2022 Name of Authorized Officer: Elizabeth Culbertson

Signature: [Signature]

Title: VICE PRESIDENT



State of North Carolina County of Mitchell

Subscribed and sworn to before me this 10 day of August 2022

Notary Public Wendy M Shropshire

My commission expires October 27 2024

Parking Lot Improvements
Countywide Projects

HUB CERTIFIED/
MINORITY BUSINESS PARTICIPATION FORMS

DAVIS CIVILSOLUTIONS, P.A.

JUNE, 2022

SECTION BS
BID SCHEDULE
(ATTACH TO BID PROPOSAL)

THE UNIT PRICE PROVIDED FOR EACH ITEM SHALL BE THE SAME FOR ALL LOCATIONS
PRICING FOR ALL ITEMS SHALL INCLUDE CLEANUP AFTER INSTALLATION, REMOVAL OF ALL DEBRIS, AND RESTORATION
OF ALL SURROUNDING SURFACES, COMPLETE
UNIT PRICES PROVIDED SHALL BE USED FOR ALL QUANTITY ADJUSTMENTS, ADDED OR DELETED
THE OWNER RESERVES THE RIGHT TO CONTRACT ALL OF THE PROJECTS BELOW OR A SELECTION OF PROJECTS AS
DETERMINED IN THE BEST INTERESTS OF THE COUNTY

ITEM	DESCRIPTION	Include	QUANTITY	UNIT PRICE	EXTENSION
ENKA LIBRARY					
1	MILL EXISTING ASPHALT (2")		13,000 SF	1.38	17940
2	PROOF ROLL REMAINING SUBGRADE		1 LS	2300	2300
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR		650 SF	3.50	2275
4	CABO, LEVELING COURSE AFTER MILLING		5 TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH INCL. RESEEDING EDGES		13,000 SF	2.35	30550
6	CONCRETE PARKING BUMPERS		14 EA	200	2800
7	STRIPING, PARKING LINES, 18'		274 LF	.75	205.50
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS		2 EA	255	510
9	STRIPING, NON-H'CAP AISLE, COMPLETE, MATCH EXISTING		1 EA	200	200
10	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING		3 EA	35	105
				SUBTOTAL	\$ 57,180.50
NORTH BRANCH LIBRARY					
1	MILL EXISTING ASPHALT (2")		9,300 SF	2.04	18972
2	PROOF ROLL REMAINING SUBGRADE		1 LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR		450 SF	4.00	1800
4	CABO, LEVELING COURSE AFTER MILLING		5 TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH INCL. RESEEDING EDGES		9,300 SF	2.70	25110
6	CONCRETE PARKING BUMPERS		9 EA	200	1800
7	STRIPING, PARKING LINES, 18'		414 LF	.75	310.50
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS		1 EA	300	300
				SUBTOTAL	\$ 50,792.80
WEAVERVILLE LIBRARY					
1	MILL EXISTING ASPHALT (2")		0 SF		
2	PROOF ROLL REMAINING SUBGRADE		1 LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR		240 SF	4.56	1080
4	CABO, LEVELING COURSE AFTER MILLING		15 TN	35	525
5	INSTALL SF9.5C ASPHALT 2" DEPTH		2,400 SF	5.85	14040
6	CONCRETE PARKING BUMPERS		3 EA	200	600
7	STRIPING, PARKING LINES, 18'		80 LF	.75	60
				SUBTOTAL	\$ 18580

DAVIS CIVILSOLUTIONS, P.A.

JUNE, 2022

52 COXE AVENUE				DECLINE	
1	MILL EXISTING ASPHALT (2")	16,000	SF	1.19	19040
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR	800	SF	3.40	2720
4	CABO, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	16,000	SF	2.15	34400
6	STRIPING, PARKING LINES, 18'	840	LF	.75	630
7	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285
8	STRIPING, NON-H'CAP AISLE, COMPLETE, MATCH EXISTING	1	EA	300	300
				SUBTOTAL	\$ 54985
94 COXE AVENUE				DECLINE	
1	MILL EXISTING ASPHALT (2")	11,000	SF	1.75	19250
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR	2,200	SF	3.25	7150
4	CABO, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	11,000	SF	2.30	25300
6	STRIPING, PARKING LINES, 18'	414	LF	.75	310.50
7	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285
8	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	6	EA	85	510
				SUBTOTAL	\$ 55020.80
50 APAC DRIVE, A				Include	
1	MILL EXISTING ASPHALT (2")	21,600	SF	1.10	23760
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR	2,200	SF	3.25	7150
4	CABO, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	21,600	SF	2.15	46440
6	STRIPING, PARKING LINES, 18'	876	LF	.75	657
7	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285
8	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	4	EA	55	220
9	LONGITUDINAL LANE STRIPING	725	LF	.75	543.75
10	SEEDING, COMPLETE INCLUDING STRAW MATTING	750	SF	2	1500
11	REMOVE, RELOCATE EXISTING STONE SIGN, APPURTENANCES	1	LS	2500	2500
12	REMOVE EXIST. LANDSCAPING (TREES, BUSHES, BLDR., ETC.)	1	LS	2200	2200
				SUBTOTAL	\$ 87705.75

DAVIS CIVILSOLUTIONS, P.A.

JUNE, 2022

50 APAC DRIVE, B & C				Include	
1	MILL EXISTING ASPHALT (2")	33,600	SF	79	25200
2	PROOF ROLL REMAINING SUBGRADE	1	LS	4500	4500
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABG FULL DEPTH REPAIR	5,000	SF	4.33	21650
4	CABC, LEVELING COURSE AFTER MILLING	20	TN	35	700
5	INSTALL SF9.5C ASPHALT 2" DEPTH	33,600	SF	2.93	78288
6	LONGITUDINAL LANE STRIPING	1,590	LF	.75	1192.50
7	REMOVE, REPLACE EXIST. RIPRAP DITCH, INCL. INSTALL NEW FABRIC AND STONE BASE, RESHAPE RIPRAP AROUND INLETS, RESHAPE/INSTALL WASHED STONE SHOULDER, RESEED DISTURBED BARE AREAS, COMPLETE	1,300	LF	7.38	9594
8	2' WIDE X 3' LONG CONCRETE CHUTE, INCL. STONE BASE	6	EA	1500	9000
9	MISC. CLASS B RIPRAP, INSTALLED	125	TN	85	6875
10	MISC. WASHED STONE, INSTALLED	100	TN	85	5500
				SUBTOTAL	\$ 162449.5

50 APAC DRIVE, D				Include	
1	MILL EXISTING ASPHALT (2")	41,200	SF	1.33	54796
2	PROOF ROLL REMAINING SUBGRADE	1	LS	5500	5500
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABG FULL DEPTH REPAIR	2,200	SF	5.11	11242
4	CABC, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	41,200	SF	1.88	77456
6	4"X4" EXTRUDED ASPHALT CURBING, LANDSCAPED ISLANDS	310	LF	16	4960
7	CONCRETE PARKING BUMPERS	59	EA	200	11800
8	STRIPING, PARKING LINES, 18'	1,800	LF	.75	1350
9	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285
10	STRIPING, CROSSWALK	1	EA	100	100
11	LONGITUDINAL LANE STRIPING	148	LF	.75	111
				SUBTOTAL	\$ 167772

50 APAC DRIVE, E				Include	
1	MILL EXISTING ASPHALT (2")	73,400	SF	.75	55050
2	PROOF ROLL REMAINING SUBGRADE	1	LS	6800	6800
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABG FULL DEPTH REPAIR	3,000	SF	5.12	15360
4	CABC, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	73,400	SF	1.92	140928
6	CONCRETE PARKING BUMPERS	205	EA	200	41000
7	STRIPING, PARKING LINES, 18'	3,528	LF	.75	2646
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	3	EA	285	855
9	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	3	EA	50	150
10	STRIPING, CROSSWALK	1	EA	100	100
11	LONGITUDINAL LANE STRIPING	258	LF	.75	193.50
				SUBTOTAL	\$ 263287.50

DAVIS CIVILSOLUTIONS, P.A.

JUNE, 2022

50 APAC DRIVE, F		Include			
1	MILL EXISTING ASPHALT (2")	78,000	SF	.78	60840
2	PROOF ROLL REMAINING SUBGRADE	1	LS	6800	6800
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABG FULL DEPTH REPAIR	7,800	SF	3.63	28314
4	CABG, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	78,000	SF	1.85	144300
6	4"X4" EXTRUDED ASPHALT CURBING, LANDSCAPED ISLANDS	840	LF	16	13440
7	CONCRETE PARKING BUMPERS	75	EA	200	15000
8	STRIPING, PARKING LINES, 18'	1,840	LF	.75	1380
9	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	3	EA	285	855
10	LONGITUDINAL LANE STRIPING	440	LF	.75	330
				SUBTOTAL	\$ 271434
OWEN PARK		DECLINE			
1	MILL EXISTING ASPHALT (2")	9,500	SF	2.00	19000
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275
3	CABG, LEVELING COURSE AFTER MILLING	3	TN	40	120
4	INSTALL SF9.5C ASPHALT 2" DEPTH INCL. RESEEDING EDGES	9,500	SF	2.5	23750
5	BASKETBALL COURT STRIPING	1	LS	2000	2000
				SUBTOTAL	\$ 47145
59 WOODFIN PLACE		DECLINE			
1	MILL EXISTING ASPHALT (2")	35,700	SF	.75	26775
2	PROOF ROLL REMAINING SUBGRADE	1	LS	4500	4500
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABG FULL DEPTH REPAIR	2,200	SF	6.31	13882
4	CABG, LEVELING COURSE AFTER MILLING	5	TN	35	175
5	INSTALL SF9.5C ASPHALT 2" DEPTH	35,700	SF	2.04	72828
6	CONCRETE PARKING BUMPERS	87	EA	200	17400
7	STRIPING, PARKING LINES, 18'	1,512	LF	.75	1134
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	4	EA	285	1140
9	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	24	EA	50	1200
10	REINSTALL ASPHALT WATER BREAKS, MATCH EXISTING	2	EA	250	500
11	29'X18'X6" 4000 PSI CONCRETE PAD, INCL. 6" CABG BASE, REINFORCEMENT, COMPLETE	1	LS	8500	8500
				SUBTOTAL	\$ 148054
200 COLLEGE STREET		DECLINE			
1	MILL EXISTING ASPHALT (2") BASKETBALL COURT	9,500	SF	1.32	12540
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABG FULL DEPTH REPAIR	50	SF	68	3400
4	CABG, LEVELING COURSE AFTER MILLING	2	TN	40	80
5	INSTALL SF9.5C ASPHALT 2" DEPTH	9,500	SF	2.82	26790
6	CONCRETE PARKING BUMPERS	18	EA	200	3600
7	STRIPING, PARKING LINES, 18'	360	LF	1.80	648
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	2	EA	285	570
				SUBTOTAL	\$ 44903

DAVIS CIVILSOLUTIONS, P.A.

JUNE, 2022

SOUTH BUNCOMBE LIBRARY				Included			
1	MILL EXISTING ASPHALT (2")	10,400	SF	1.21	12584		
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275		
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABC FULL DEPTH REPAIR	50	SF	68	3400		
4	CABC, LEVELING COURSE AFTER MILLING	5	TN	35	175		
5	INSTALL SF9.5C ASPHALT 2" DEPTH	10,400	SF	2.58	26832		
6	CONCRETE PARKING BUMPERS	18	EA	200	3600		
7	STRIPING, PARKING LINES, 18'	360	LF	1.80	640		
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285		
				SUBTOTAL	\$	49791	
HOMINY PARK, A				DECLINE			
1	MILL EXISTING ASPHALT (2")	18,100	SF	1.00	18100		
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275		
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABC FULL DEPTH REPAIR	900	SF	7.03	6327		
4	CABC, LEVELING COURSE AFTER MILLING	5	TN	35	175		
5	INSTALL SF9.5C ASPHALT 2" DEPTH	18,100	SF	2.18	39458		
6	STRIPING, PARKING LINES, 18'	532	LF	1.23	654.36		
7	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285		
8	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	6	EA	50	300		
9	LONGITUDINAL LANE STRIPING	175	LF	.75	131.25		
				SUBTOTAL	\$	67705.61	
HOMINY PARK, B				Include			
1A	MILL EXISTING ASPHALT (2") - BASKETBALL COURT	10,500	SF	1.21	12705		
1B	MILL EXISTING ASPHALT (2") - DRIVE	1,740	SF	1.21	2105.40		
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275		
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABC FULL DEPTH REPAIR	100	SF	45.57	4557		
4A	CABC, LEVELING COURSE AFTER MILLING	2	TN	50	100		
4B	CABC, LEVELING COURSE PARKING LOT	100	TN	35	3500		
5	INSTALL SF9.5C ASPHALT 2" DEPTH	12,240	SF	2.44	30110.40		
6	CONCRETE PARKING BUMPERS	18	EA	200	3600		
7	STRIPING, PARKING LINES, 18'	583	LF	1.72	652.96		
8	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285		
9	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	2	EA	50	100		
10	BASKETBALL COURT STRIPING	1	LS	2000	2000		
11	ASPHALT SPEED BUMPS, MATCH EXISTING	2	EA	250	250		
				SUBTOTAL	\$	62240.76	

DAVIS CIVILSOLUTIONS, P.A.

JUNE, 2022

DECLINED

FEDERAL ALLEY					
1	MILL EXISTING ASPHALT (2")	10,400	SF	11.21	12584
2	PROOF ROLL REMAINING SUBGRADE	1	LS	2275	2275
3	UNDERCUT, REMOVE EXISTING STONE & SUBGRADE UPON MOVEMENT, 12" DEPTH MIN., CABO FULL DEPTH REPAIR	100	SF	45.57	4557
4	CABC, LEVELING COURSE AFTER MILLING	2	TN	50	100
5	INSTALL SF9.5C ASPHALT 2" DEPTH	10,400	SF	2.42	25168
6	STRIPING, PARKING LINES, 18'	500	LF	1.30	650
7	STRIPING, H'CAP AISLE, COMPLETE, INCL. STRIPES & SYMBOLS	1	EA	285	285
8	SYMBOL PAINTING (ARROWS, WORDS), MATCH EXISTING	3	EA	50	150
				SUBTOTAL	\$ 45769
				TOTAL BID	1,6864, 7165.50

BIDDER SHALL LIST THE ^{July}~~JUNE~~, 2022 NCDOT LIQUID ASPHALT INDEX

\$ 790 PER LIQUID TON

DAVIS CIVILSOLUTIONS, P.A.

**SECTION BB
BID BOND**

Date: August 8, 2022

Gentlemen:

KNOW ALL MEN BY THESE PRESENT, THAT WE, THE UNDERSIGNED,
C & T Paving LLC as **Principal**, and Atlantic Specialty Insurance Company as **Surety**, are
hereby held and firmly bound unto the County of Buncombe as **Owner** in the penal sum of five percent
(5%) of the **BID** for the payment of which, well and truly to be made, were hereby jointly and severally
bind ourselves, successors and assigns.

Signed, this 8th day of August, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the County of
Buncombe a certain **BID**, attached hereto and hereby made a part hereof to enter into a contract in
writing for the project entitled

**PARKING LOT IMPROVEMENTS
COUNTYWIDE PROJECTS**

BUNCOMBE COUNTY, NORTH CAROLINA

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said Contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, and shall in
all other respects perform the agreement created by the acceptance of said BID, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive
notice of any such extension.

DAVIS CIVILSOLUTIONS, P.A.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

C & T Paving LLC

Principal

By: _____

Atlantic Specialty Insurance Company

Surety

By:  _____

Stephen A. Vann, Attorney-In-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R Dimulescu**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

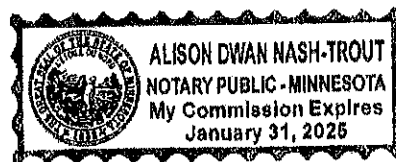
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of August, 2022.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 11/1/2022

Consent Agenda

Department: Strategy & Innovation

Presenter(s): Rafael Baptista, Strategy & Innovation Director

Contact(s): Rafael Baptista, Strategy & Innovation Director

Subject: Technical Correction to Leave Policy

Brief Summary: Staff review of the Leave Policy adopted in May of 2022, identified the need for technical correction to policy.

Staff identified that the policy inadvertently requires that employees use community service leave to help at Buncombe County election locations when in reality, that is a reassignment and does not require community service leave. That has been resolved in the proposed updated policy.

County Manager's comments and Recommendation: Approve the policy as proposed.



Leave Policy

Contents

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1. **Purpose**

The purpose of this policy is to provide employees with information regarding eligibility, accrual and use of leave for Buncombe County.

2. **Applicability**

This policy applies to all Buncombe County departments and employees. Where there is conflict with any department-specific policy, this document will supersede.

3. **Policy**

3.1. **Absence from Duty**

- 3.1.1. An employee shall promptly, and no later than thirty minutes prior to the start of the work day, notify their Supervisor when they will be absent from duty for any reason. Failure to do so, may be cause for disciplinary action up to and including separation.
- 3.1.2. An employee who is absent from duty for three days without notification to the immediate supervisor shall be considered to have resigned unless failure to notify was demonstrably beyond the employee's control.

3.2. **Annual Leave** – Annual leave provides employees an opportunity to relax for an extended period and to return to the job with renewed interest and vitality. The County encourages employees to take annual leave each year, with at least one week of leave being 5 days in duration.

All employees are expected to use their annual leave responsibly. Supervisors have the discretion to decide when and in what amount annual leave may be approved. The approval decision should weigh the needs of the workplace and the frequency of requests with the desires of the employee.

3.2.1. Annual leave is allocated to employees based on years of service with Buncombe County.

- 3.2.1.1. Full-time regular employees are eligible to earn annual leave at the following rates, accrued pro-rata on a bi-weekly basis:

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YEARS OF SERVICE	DAYS EARNED PER YEAR IF HIRE DATE IS		
	BEFORE 8/1/2002	ON OR AFTER 8/1/2002	ON OR AFTER 2/15/2011
Less than 2 years	12 days	10 days	10 days
2 but less than 5 years	14 days	12 days	12 days
5 but less than 10 years	18 days	16 days	14 days
10 but less than 15 years	21 days	19 days	16 days
15 but less than 20 years	24 days	22 days	18 days
20 or more years	27 days	25 days	20 days

3.2.1.2. Part-time employees that work at least 20 hours in a payroll period are eligible to earn annual leave on a pro-rata basis. The leave will be computed as a percentage of total amounts earned by full-time regular employees as listed in the chart above.

3.2.2. Employees whose positions are set at 12 hours or more per shift (equivalent to one shift), will accrue annual leave as stated below.

3.2.2.1. The does not apply to employees who have created a flexible work schedule beyond an 8-hour shift or who work on-call shifts.

YEARS OF SERVICE	SHIFTS EARNED PER YEAR IF HIRE DATE IS	
	BEFORE 8/1/2002	ON OR AFTER 8/1/2002
Less than 2 years	12 shifts	10 shifts
2 but less than 5 years	14 shifts	12 shifts
5 but less than 10 years	18 shifts	16 shifts
10 but less than 15 years	21 shifts	19 shifts
15 but less than 20 years	24 shifts	22 shifts
20 or more years	27 shifts	25 shifts

3.2.3. Transfer and Payout - Buncombe County does not transfer accrued or unused annual leave from any other county, municipality or state government into the employee's annual leave bank. When an employee terminates their employment with Buncombe County, they are eligible to receive pay for their accumulated annual leave. In the event of death, payment of annual leave credit shall be made to the employee's estate.

No more than two years of earned annual leave accumulation shall be paid.

3.2.4. Cash Conversion - With the approval of the Departmental Director and subject to the following conditions, regular employees may convert up to 40 annual leave hours to cash. With the approval of the Departmental Director and the Grant

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Manager, grant-funded positions may convert up to 40 annual leave hours, if the grant budget and terms allow.

3.2.4.1. Conditions:

- The employee must have taken at least 5 (consecutive) days of annual leave in the past 12-months.
- Only one conversion request will be approved for any employee in a calendar year.
- Any request is limited to a maximum of 40 hours per regular employee per calendar year.
- A minimum of 40 annual leave hours must be sold in any transaction.
- A balance of at least 40 annual leave hours must be retained.
- If an employee has participated in Parental Leave or Paid Family Leave, they are not eligible for a cash conversion for 12-months from the last day of their leave.

3.3. **Aggregate Service** - The employee's combined total period of countable service of employment within a regular position as an employee of Buncombe County, exclusive of any time allowed as transfer credit from another jurisdiction, for the purpose of determining entitlement to the particular benefit in question. Aggregate service for retirement purposes refers to total length of service under which retirement contributions are paid into the N.C. Local Governmental Employees' Retirement System by the employee. Aggregate service for determining the rates at which longevity and annual leave are earned by an employee is determined from the total years of service with Buncombe County only. Rehired employees, or new hires from other government employers will be eligible for Annual Leave Accrual at rates commensurate with total years in service of Buncombe County plus other government employer(s) consistent with the Personnel Ordinance at the date as a new hire as described above. Except as otherwise provided, rehired employees, and new hires from other North Carolina government employers, will be eligible only for the existing benefits at the time they are rehired, e.g., current health insurance plan, current 401K plan, etc. In addition, rehired employees will be eligible for a longevity rate with said accrual calculated based on the date of rehire (previous years of service will not be counted). For an employee hired on or after July 1, 2016, the employee shall not be eligible for a pro-rated longevity payment upon separation by retirement if the employee retires before December 1.

3.4. **Community Service Leave** – All regular employees are eligible to receive 16 hours of paid community service leave annually for use to volunteer at a elections site, a community service organization or school.

3.5. **Conference Attendance** – A regular employee may be permitted leave with pay for the purposes of attending professional conferences, workshops, or educational meetings or classes when directly related to the employees' field of work. Request for such leave shall be submitted in writing to the Supervisor for his/her approval and final approval by the Department Head prior to the leave being taken. The County shall reimburse the employee for approved fees of the conferences, provided the employee submits proper receipts.

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3.6. **County Holidays** – The County Manager develops and implements holiday pay administration procedures consistent with applicable federal and state laws. The Board of Commissioners must approve the offerings of all County observed holidays.

3.6.1. Eligibility: The following employees are eligible to receive Holiday Pay:

- Full-time regular and grant funded employees and officers of the County working the standard workweek.
- Each holiday equals no more than one normally scheduled shift.
- Should an employee work additional hour on the holiday, that have been pre-approved by the Department Director, they will not earn additional holiday pay.
- Part-time regular and grant funded employees are eligible to receive paid holidays on a pro-rata basis. This calculation will be based on their annually scheduled hours.
- Temporary employees are not eligible to receive holiday pay.

3.6.2. Banked Holiday: Employees scheduled to work or who have received prior permission from their supervisor to work on a holiday, will receive banked holiday time for the hours actually worked on a county holiday.

3.6.3. Approved County Holidays:

- New Year's Day
- Martin Luther King Jr. Birthday (Observed)
- Easter
- Memorial Day
- Juneteenth (the Friday on or before Juneteenth)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving (2 days: Thanksgiving and the following Friday)
- Christmas (3 days)

3.7. **Educational Leave with Pay** – A leave of absence at full or partial pay during regular working hours may be granted to a regular employee to take a course or courses which shall better equip the employee to perform assigned duties upon approval of the department head. The County shall reimburse the employee for tuition and fees for the course, provided the employee submits a receipt of course expenses and a notice of successful completion (passing grade or better) of the course. An employee on educational leave with full pay shall continue to earn leave credits and any other benefits to which the employee is entitled.

3.8. **Family and Medical Leave (FMLA) and Paid Family Medical Leave (PFML)** – Family and medical leave shall be provided in compliance with the Family and Medical Leave Act of 1993, as amended ("FMLA") and the rules and regulations of the U.S. Department of Labor concerning FMLA. The County manager shall develop and implement family and medical leave policies and procedures consistent with the FMLA.

3.9. **Funeral Leave** – Employees are eligible for funeral leave in the event of a death of an immediate family member not to exceed three (3) days. The three (3) days may not be

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consecutive or immediate due to funeral or internment circumstances. Requested leave exceeding the maximum days, in aggregate, may be charged to sick leave or leave without pay.

Immediate family members are defined as:

- the employee's spouse
- the employee's children or stepchildren, parents, grandparents, grandchildren, brothers, or sisters
- the employee's spouse's parents

Leave for death of other relatives may be charged to sick leave, annual leave, PTO or leave without pay.

The County manager shall develop and implement procedures for this leave status.

- 3.10. **Inclement Weather Leave** - Whenever the County Manager determines that the health and safety of the community would be placed at risk or that conditions or events prevent performance of regular operations, a decision will be made regarding the office hours of County offices.

The County manager shall develop and implement procedures for this leave status.

- 3.11. **Leave without Pay (LWOP)** – Regular employees may be granted a leave of absence without pay for compelling personal reasons for up to thirty (30) calendar days per year.

- 3.11.1. LWOP requests must be made in writing to the department director and approved by the Human Resources Director using the LWOP request form.
 - 3.11.1.1. If leave without pay is for a department director, the request should be submitted to the Human Resources Director and approved by the County Manager.
- 3.11.2. Approval of leave will be based on many factors, including but not limited to, agency needs, staffing levels, reason for the leave, employee's use of previous leave, performance history, and tenure with the County.
- 3.11.3. The employee is obligated to return to duty within or at the end of the time determined appropriate by the appointing authority. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay.
 - 3.11.3.1. If the employee decides not to return to work, the supervisor must be notified immediately of this decision, in writing.
 - 3.11.3.2. The supervisor/department director is then required to notify Human Resources.
- 3.11.4. Failure to report at the expiration of a leave of absence, unless an extension has been granted by the County Manager, shall be considered a voluntary resignation.
- 3.11.5. Retention and Continuation of Benefits
 - 3.11.5.1. An employee ceases to earn leave credits when their LWOP is 51% or more in a pay period.

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- 3.11.5.2. The employee may continue to be eligible for benefits under the County's group insurance plans, subject to any regulations adopted by the Board of County Commissioners and the regulations of the respective insurance carriers.
- 3.11.5.3. While an employee is on paid leave, Buncombe County will continue the employee's insurance benefits during the leave period at the same level, and under the same conditions as if the employee had continued to work.
- 3.11.5.4. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. If the employee is using unpaid leave, then the employee's portion of the benefit will be taken out of the employee's paycheck upon his/her return to work.
- 3.11.5.5. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, Buncombe County will require the employee to reimburse Buncombe County the amount it paid for the employee's insurance premiums during the leave period.
- 3.11.5.6. Buncombe County may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

The County manager shall develop and implement procedures for this leave status.

3.12. Mandatory Court Appearances – Leave with pay is provided to employees when serving on a jury or when subpoenaed as a witness in a case in connection with his/her official duties. At the completion of jury duty or as a witness, the employee is expected to immediately return to work.

3.12.1. Jury Duty –Regular employees called for jury duty in State or Federal Court shall receive leave with pay for such duty during the required absence.

3.12.1.1. The employee must code this time on their timesheet as Jury Duty.

3.12.1.2. The employee will not be required to account for any fee or compensation received for jury service.

3.12.1.3. Temporary employees are not eligible for jury duty leave.

3.12.2. Witness – A regular employee subpoenaed as a witness in a case in State or Federal Court in connection with his/her official duties shall receive regular compensation for said court appearance. All witness fees received by the employee must be submitted to the County upon receipt.

3.12.3. Subpoena – employees who are subpoenaed as a witness in State or Federal Court in a case which is not related to their official duties must use annual leave or PTO leave during this absence.

3.12.3.1. Witness fees and travel expenses are to be retained by the employee.

The County manager shall develop and implement procedures for this leave status

3.13. Military Leave – In accordance with federal and state laws, the County provides military leave to employees who are members of the uniformed services for absences to perform

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military duty, whether voluntary or involuntary. Absences to perform any military duty (including active duty, active-duty training inactive duty training such as scheduled drills and summer camp, full-time duty, fitness-for-duty examination, and funeral honors duty) are covered in the Military Leave Procedures document, unless the employee reaches the five-year maximum of military leave as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County manager shall develop and implement procedures for this leave status.

- 3.14. **Parental Leave** – Regular employees of school aged children may take up to four hours of unpaid leave for participation in their child’s school events and conferences. The leave must be planned with the Supervisor in advance. The supervisor may ask for written confirmation that the employee has attended the school event as planned.
- 3.15. **Personal Time Off (PTO)** – Full-time regular employees are granted two PTO days after they complete their first day of work and then on the first day of each calendar year. Any unused PTO at the end of the calendar year shall be forfeited. Part-time regular employees shall receive PTO on a pro-rata basis computed as a percentage of the total amount received by a full-time employee.

The County will not transfer PTO from another county, municipality, or state government. Upon an employee’s resignation or termination, no payment shall be made for any remaining PTO and such PTO is forfeited.

The County manager shall develop and implement procedures for this leave status.

- 3.16. **Sick Leave** – All employees subject to the Local Government Employees' and Law Enforcement Officers' Retirement Systems who are in a pay status for ten (10) or more workdays are eligible for sick leave time that can be used to recover from physical/mental illness or injury.
- 3.16.1. Full time employees who work 40 hours or more each week earn sick leave at the rate of 3.6923 hours per payroll period or 12 days per year.
- 3.16.2. Part time employees whose normal work week is less than forty (40) hours per week shall earn sick leave proportionally on a pro-rata basis.
- 3.16.3. For employees that are scheduled to work twelve-hour (12) shifts, sick leave will be accrued based on twelve (12) shifts per year.
- Sick leave may be used for:
- Physical or mental illness or injury which prevents an employee from performing usual duties and for the actual period of temporary disability
 - Medical appointments
 - Illness of a member of the employee’s immediate family. For purposes of this section, immediate family shall be as defined under the Family and Medical Leave Act.

The employee must notify their supervisor no later than thirty (30) minutes before the beginning of the employees scheduled work shift. Emergency Services and Public Communication/911 employees must notify their supervisor no later than an hour and a half (90) minutes before the beginning of the employees scheduled work shift.

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Sick leave shall be authorized in minimum increments of one-quarter ($\frac{1}{4}$) hour periods.

The department director (or designee) may require a statement from a health care provider or other acceptable proof that the employee was unable to work due to personal illness, family illness, or medical appointment.

- Only scheduled workdays shall be charged in calculating the amount of leave taken. Holidays shall not be counted as sick leave unless that day is their normally scheduled shift.
- No payment shall be made for accumulated sick leave credits at the time of the employee's separation.

Unused sick leave shall be accepted for employees hired, rehired or reinstated within three (3) years of their last workday provided the employee earned sick leave while under the North Carolina's Employees' and Teachers' Retirement System, North Carolina Local Government Employees' Retirement System, or North Carolina Law Enforcement Officers' Retirement System. In consultation with the Human Resources Office, the Risk Manager will ensure that employees are credited with sick leave accrued during time lost due to on-the-job injuries.

The County manager shall develop and implement procedures for this leave status.

- 3.17. **Voluntary Shared Leave** – In catastrophic cases where an employee is without leave due to a prolonged medical condition, they may receive donated annual leave from other Buncombe County employees.

The County manager shall develop and implement procedures for this leave donation program.

4. **Policy Non-Compliance**

Employees willfully violating the terms and conditions of this policy may be subject to appropriate disciplinary action, up to and including dismissal.

5. **Audit**

All policies for Buncombe County may be subject to audit or review as outlined in the [Internal Auditor's Statement](#).

6. **Definitions**

- 6.1. **Community Service Organization** - A non-profit, non-partisan community organization that is designated as an IRS Code 501(c)(3) agency, or a human service organization licensed or accredited by the State of North Carolina to serve citizens with special needs including children, youth, and the elderly.
- 6.2. **Family and Medical Leave (FMLA)** - The Family and Medical Leave Act (FMLA) is a federal regulation that provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per year.
- 6.3. **Full time employee** – for this policy, a full-time employee is defined as working at a minimum of forty (40) hours a week.
- 6.4. **Immediate Family** – is defined as the employee's spouse; the employee's children or stepchildren, parents, grandparents, grandchildren, brothers, or sisters; or the employee's

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spouse's parents. Regarding FMLA, the definition of immediate family member is defined by the US DOL.

- 6.5. Part time employee – for this policy, a part-time employee is defined as working a minimum of 20 - 39 hours a week.
- 6.6. Pro-rata accrual – Is where leave is calculated for accrual purposes proportionally based on the number of days/hours the employee works in a year.
- 6.7. School - An elementary school, a middle school, a high school, or a childcare program that is authorized to operate under the laws of the State of North Carolina
- 6.8. Uniformed Services Employment and Reemployment Rights Act (USERRA) is a federal law that protects military service members and veterans from employment discrimination on the basis of their service and allows them to regain their civilian jobs following a period of uniformed service.
- 6.9. Volunteer – A person who willingly chooses to perform hours of service for civic, charitable, or humanitarian reasons without promise or expectation of compensation for services provided

7. Approval and Revision History

Policy Origination Date:	May 9, 2022
Requires Board Approval:	☒ Yes ☐ No
Board Approval Date:	May 19, 2022
Revision History:	Enter Dates and changes

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Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 11/1/2022

Presentations

Department: Veterans Services, HHS

Presenter(s): Heath Smith

Contact(s): Heath Smith

Subject: Operation Green Light Proclamation

Brief Summary: Operation Green Light is part of a larger movement by the National Association of Counties (NACO) to let veterans know they are seen, appreciated, and supported. From November 7-13, Buncombe County will illuminate the Courthouse and interior of 40 Coxe with green lights as part of Operation Green Light.

County of Buncombe
Proclamation

OPERATION GREEN LIGHT

WHEREAS, the residents of Buncombe County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed forces; and

WHEREAS, the contributions and sacrifices of the people who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our residents; and

WHEREAS, Buncombe County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Buncombe County Veterans Services offers assistance to local veterans including life insurance, home loans, healthcare, vocational rehabilitation and training, disability benefits, and more; and

WHEREAS, Buncombe County is home to the Charles George VA Medical Center, which provides high-quality care for veterans across the region; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

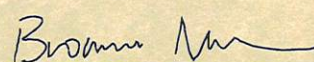
WHEREAS, the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Buncombe County appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted;

NOW, THEREFORE with designation as a Green Light for Veterans County, Buncombe County hereby declares Veterans Day, November 11, 2022, and the weeks following, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; and

THEREFORE, Buncombe County Board of Commissioners proclaims recognition **Operation Green Light** for Veterans, lighting the courthouse green in its honor from Nov. 7-13, and encourages its residents in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Adopted this the 1st day of November, 2022.



Brownie Newman, Chairman
Buncombe County Board of Commissioner



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 11/1/2022

Presentations

Department: Finance

Presenter(s): Don Warn

Contact(s): Don Warn

Subject: FY2022 4th Quarter Financial Update

Brief Summary: Staff will provide the Board with an update on revenues and expenditures for the fourth quarter of fiscal year 2022

Recommended Motion & Requested Action: No action is required

County Manager's comments and Recommendation: None

BUNCOMBE COUNTY FINANCIAL QUARTERLY REPORT

FY2022 - FOR THE QUARTER ENDING JUNE 30

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SIGNIFICANT FINANCIAL HIGHLIGHTS

The information in this report reflects the financial highlights for Buncombe County through June 30, 2022. This information is unaudited.

At the end of fiscal year 2022, General Fund budgeted revenues, excluding appropriated fund balance of \$27.5 million are \$363.8 million and actual revenues as of June 30 are \$377.2 million or 103.7% of budgeted revenue. General Fund budgeted revenues including appropriated fund balance are \$391.3 million.

The primary drivers for revenues exceeding expected budget is due to the collection of property taxes that were due January 1, 2022 of \$1.91 million, interest on property tax of \$381,183, local option sales tax \$5.47 million, sales and services of \$4.09 million, unrestricted intergovernmental of \$1.51 million, permits and fees of \$565,064 and other taxes and license of \$374,723, all of which offset restricted intergovernmental coming in under budget of \$869,720 and investment earnings coming under budget of \$451,753.

General Fund budget expenditures are \$391.3 million and actual expenditures as of June 30 are \$336.7 million or 94.5% of budget. Most categories of expenditures are coming in under budget at year end due to operating expenditures that have not occurred. The following categories makeup 97% of the budget variance for FY2022:

- Program Support \$5.37 million or 4.2% of budget
- Salaries and Wages \$4.13 million or 4.2% of budget
- Benefits \$4.03 million or 7% of budget
- Contract and Professional Services \$2.91 million or 12.6% of budget
- Capital Outlay \$1.15 million or 41.8% of budget
- Debt Service \$1.12 million or 5.1% of budget
- Information Technology \$740,343 or 9.6% of budget
- Office Expenses \$581,923 or 14% of budget
- Equipment \$375,086 or 28.4% of budget
- Medical Supplies \$356,469 or 19% of budget
- Travel and Training \$340,590 million or 23.3% of budget

The Solid Waste Fund which accounts for landfill and transfer station operations and is an enterprise fund and operates like a business. The budgeted revenues excluding appropriated fund balance of \$1.55 million are \$11.18 million and actual revenues as of June 30 are \$11.64 million or 104.1% of budgeted revenue. Solid Waste Fund budgeted revenues including appropriated fund balance are \$12.74 million. Since this fund operates like a business, revenues are fee based and dependent upon usage.

Disposal fees collected for the landfill are \$2.0 million or 78.0% of budget, and disposal fees for the transfer station are \$8.24 million or 109.8% of budget.

Other taxes and licenses for the landfill \$747,118 or 129.1% of budget, which includes:

- Scrap tire disposal tax \$451,889 or 127.3% of budget
- Solid waste disposal tax \$152,568 or 109.9% of budget
- White goods tax \$142,661 of 167.8% of budget

Solid Waste budgeted expenditures are \$12.74 million and actual expenditures to date are \$11.5 million or 90.3% of budget. There are several categories of expenditures that are primary drivers for coming in under budget at year end due to operating expenditures that have not occurred. All of which offset vehicle expenses that include costs for diesel fuel and maintenance exceeding budget of \$313,534 or 134% of budget.

- Contract and Professional Services \$811,776 or 56.6% of budget
- Maintenance and Repairs \$1.10 million or 67.0% of budget
- Rent and Lease \$754,232 or 89.4% of budget
- Landfill Post Closure & Closure Costs \$135,547 or 60.2% of budget

The County Capital Projects Fund is a multi-year fund that accounts for County capital projects funded through general government resources and financing that will most likely span multiple years. The projects approved for 2022 have a total budget of \$16.7 million and actual expenditures to date total \$710,344 or 6.9% of budget. Due to the nature of capital projects, a significant portion of expenditures may not occur in the year the budget was established.

A.

SUMMARY ANNUAL FUNDS

FUND	Annual Budget	YTD Actual	% of Budget
100 General Total Revenue	(391,305,579)	(377,229,119)	96.4%
100 General Total Expense	391,305,579	369,680,613	94.5%
120 Air Quality Total Revenue	(951,344)	(924,593)	97.2%
120 Air Quality Total Expense	951,344	925,285	97.3%
220 Occupancy Tax Total Revenue	(41,000,000)	(36,924,055)	90.1%
220 Occupancy Tax Total Expense	41,000,000	36,924,055	90.1%
221 Reappraisal Reserve Fund Total Revenue	(400,870)	(237,000)	59.1%
221 Reappraisal Reserve Fund Total Expense	400,870	352,378	87.9%
223 911 Total Revenue	(1,269,343)	(1,095,902)	86.3%
223 911 Total Expense	1,269,343	311,645	24.6%
225 ROD Automation Total Revenue	(159,101)	(172,932)	108.7%
225 ROD Automation Total Expense	159,101	91,969	57.8%
226 Register of Deeds Total Revenue	(400,000)	(338,769)	84.7%
226 Register of Deeds Total Expense	400,000	338,769	84.7%
228 Special Taxing Districts Total Revenue	(58,241,373)	(56,892,234)	97.7%
228 Special Taxing Districts Total Expense	58,241,373	56,892,234	97.7%
229 Opioid Settlement Total Revenue	(621,438)	(621,480)	100.0%
229 Opioid Settlement Total Expense	621,438	-	0.0%
230 Transportation Total Revenue	(6,330,276)	(4,419,547)	69.8%
230 Transportation Total Expense	6,330,276	4,016,369	63.4%
231 Woodfin PDF Total Revenue	(10,838,450)	(10,827,272)	99.9%
231 Woodfin PDF Total Expense	10,838,450	10,823,552	99.9%
270 Forfeitures Total Revenue	(271,681)	(250,696)	92.3%
270 Forfeitures Total Expense	271,681	131,720	48.5%
272 Sondley Estate Trust Fund Total Revenue	-	1,375	0.0%
272 Sondley Estate Trust Fund Total Expense	-	-	0.0%
273 School Fines and Forfeitures Total Revenue	(2,000,000)	(1,116,720)	55.8%
273 School Fines and Forfeitures Total Expense	2,000,000	1,116,720	55.8%
276 Representative Payee Total Revenue	(500,000)	(392,671)	78.5%
276 Representative Payee Total Expense	500,000	414,596	82.9%
466 Solid Waste Total Revenue	(12,740,210)	(11,641,069)	91.4%
466 Solid Waste Total Expense	12,740,210	11,503,570	90.3%
467 Real-Time Intelligence Center Total Revenue	-	-	0.0%
467 Real-Time Intelligence Center Total Expense	-	-	0.0%
469 Inmate Commissary Total Revenue	(483,983)	(465,186)	96.1%
469 Inmate Commissary Total Expense	483,983	351,844	72.7%
480 Health and Dental Insurance Total Revenue	(37,139,950)	(36,787,577)	99.1%
480 Health and Dental Insurance Total Expense	37,139,950	36,364,999	97.9%
481 LGERS Stabilization Total Revenue	(250,000)	-	0.0%
481 LGERS Stabilization Total Expense	250,000	234,252	93.7%
482 Medicare Benefits Total Revenue	(820,547)	(831,580)	101.3%
482 Medicare Benefits Total Expense	820,547	777,662	94.8%
483 Workers' Compensation Total Revenue	(926,821)	(676,297)	73.0%
483 Workers' Compensation Total Expense	926,821	851,461	91.9%
484 Property and Liability Insurance Total Revenue	(2,563,147)	(2,524,334)	98.5%
484 Property and Liability Insurance Total Expense	2,563,147	1,676,652	65.4%

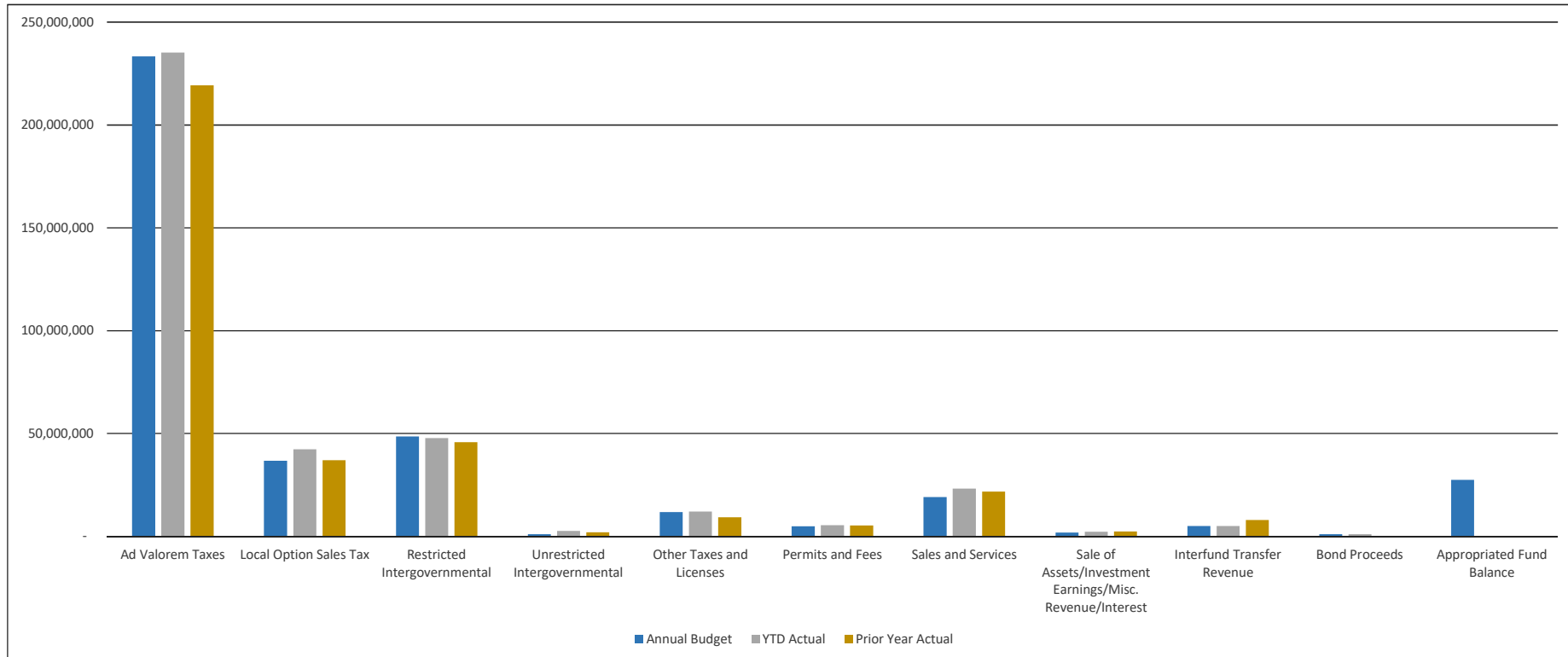
SUMMARY MULTI-YEAR FUNDS

FUND	Annual Budget	YTD Actual	% of Budget
224 Special Programs Total Revenue	(19,197,490)	(19,684,792)	102.5%
224 Special Programs Total Expense	19,197,490	13,429,851	70.0%
326 Public School Capital Needs Fund Total Revenue	(254,517,313)	(259,118,134)	101.8%
326 Public School Capital Needs Fund Total Expense	254,517,313	217,743,410	85.6%
327 Grant Projects Total Revenue	(114,137,676)	(51,386,715)	45.0%
327 Grant Projects Total Expense	114,137,676	53,394,367	46.8%
333 AB Tech Total Revenue	(165,900,639)	(168,819,909)	101.8%
333 AB Tech Total Expense	165,900,639	149,939,073	90.4%
335 Public School ADM Sales Tax and Lottery Projects Total Revenue	(106,154,741)	(101,185,274)	95.3%
335 Public School ADM Sales Tax and Lottery Projects Total Expense	106,154,741	101,185,274	95.3%
341 Capital Project Total Revenue	(69,461,373)	(70,875,830)	102.0%
341 Capital Project Total Expense	69,461,373	40,208,762	57.9%
342 Landfill Capital Projects Total Revenue	(28,178,760)	(28,133,796)	99.8%
342 Landfill Capital Projects Total Expense	28,178,760	16,907,272	60.0%

B. 1.

GENERAL FUND

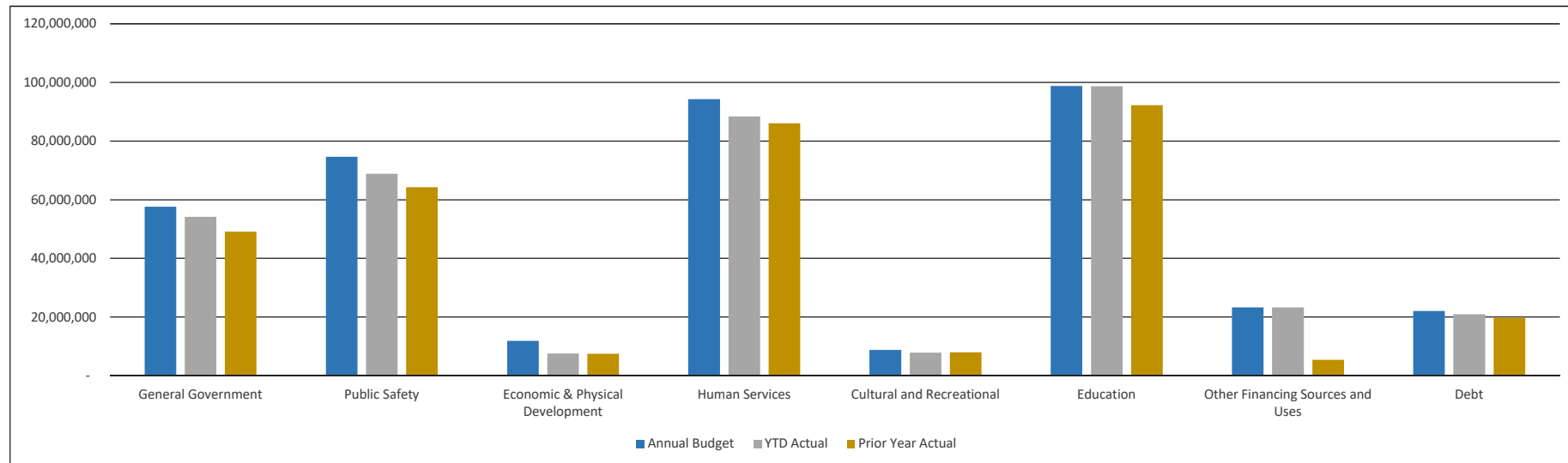
REVENUES BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Ad Valorem Taxes	233,296,662	235,214,580	100.8%	219,250,384
Local Option Sales Tax	36,853,740	42,321,899	114.8%	37,062,183
Restricted Intergovernmental	48,634,239	47,764,519	98.2%	45,763,040
Unrestricted Intergovernmental	1,125,000	2,643,818	235.0%	1,992,451
Other Taxes and Licenses	11,786,000	12,160,723	103.2%	9,376,262
Permits and Fees	4,933,000	5,498,064	111.5%	5,310,142
Sales and Services	19,112,709	23,199,487	121.4%	21,778,358
Sale of Assets/Investment Earnings/Misc. Revenue/Interest	1,874,644	2,247,683	119.9%	2,451,093
Interfund Transfer Revenue	5,025,346	5,025,345	100.0%	7,999,549
Bond Proceeds	1,155,000	1,153,000	99.8%	112,600
Appropriated Fund Balance	27,509,239	-	0.0%	-



B. 2.

GENERAL FUND

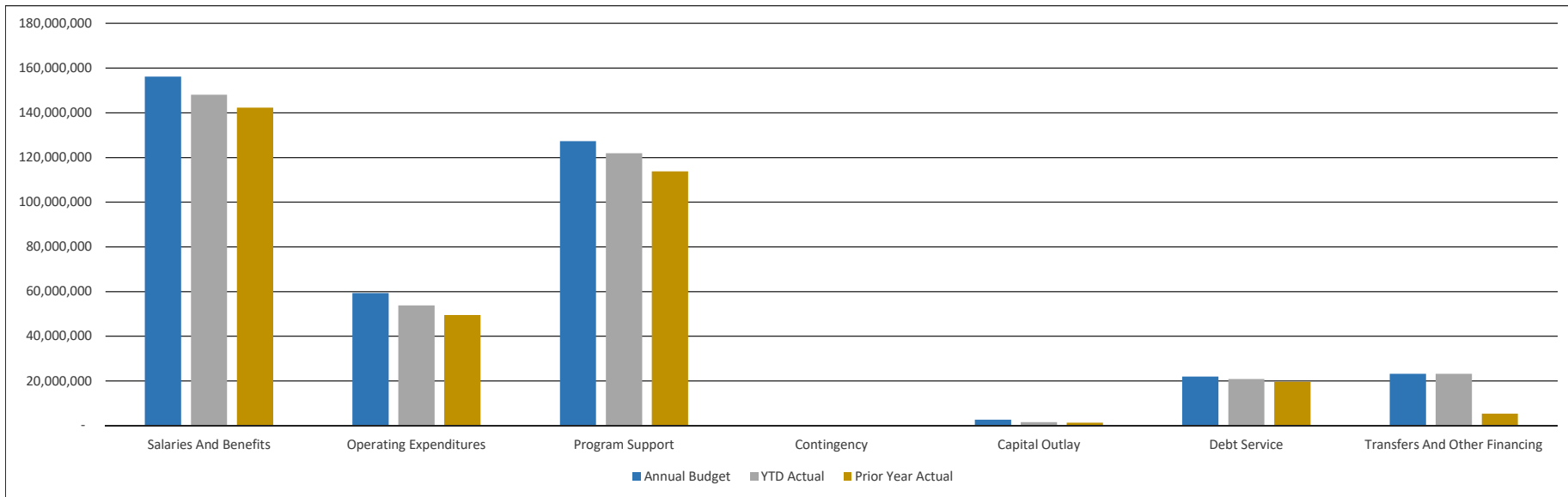
EXPENDITURE BY FUNCTION	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
General Government	57,581,016	54,181,113	94.1%	49,095,907
Public Safety	74,664,878	68,892,100	92.3%	64,295,260
Economic & Physical Development	11,820,551	7,523,628	63.6%	7,434,693
Human Services	94,340,813	88,389,364	93.7%	86,092,199
Cultural and Recreational	8,739,293	7,808,207	89.3%	7,881,376
Education	98,836,668	98,693,818	99.9%	92,223,088
Other Financing Sources and Uses	23,278,555	23,278,555	100.0%	5,383,872
Debt	22,043,805	20,913,827	94.9%	19,716,538



B. 3.

GENERAL FUND

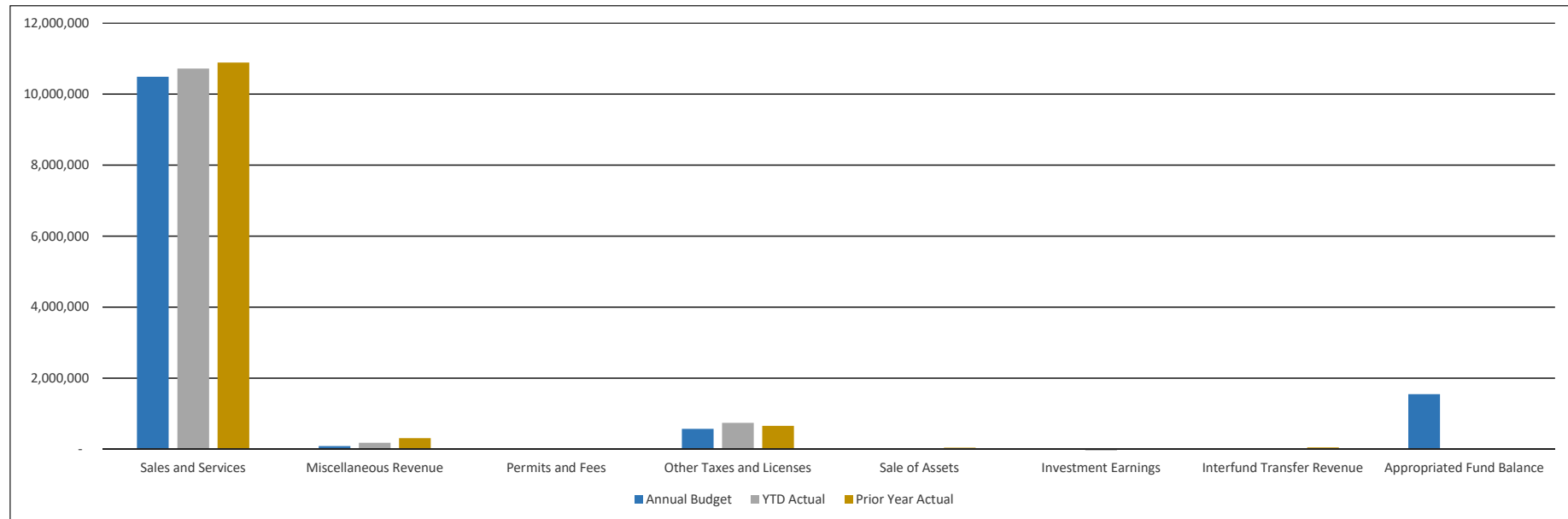
EXPENDITURE BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Salaries And Benefits	156,231,765	148,057,574	94.8%	142,340,623
Operating Expenditures	59,359,043	53,853,111	90.7%	49,481,492
Program Support	127,369,033	121,973,649	95.8%	113,835,317
Contingency	265,774	-	0.0%	-
Capital Outlay	2,757,604	1,603,898	58.2%	1,365,091
Debt Service	22,043,805	20,913,827	94.9%	19,716,538
Transfers And Other Financing	23,278,555	23,278,555	100.0%	5,383,872



C. 1.

SOLID WASTE FUND

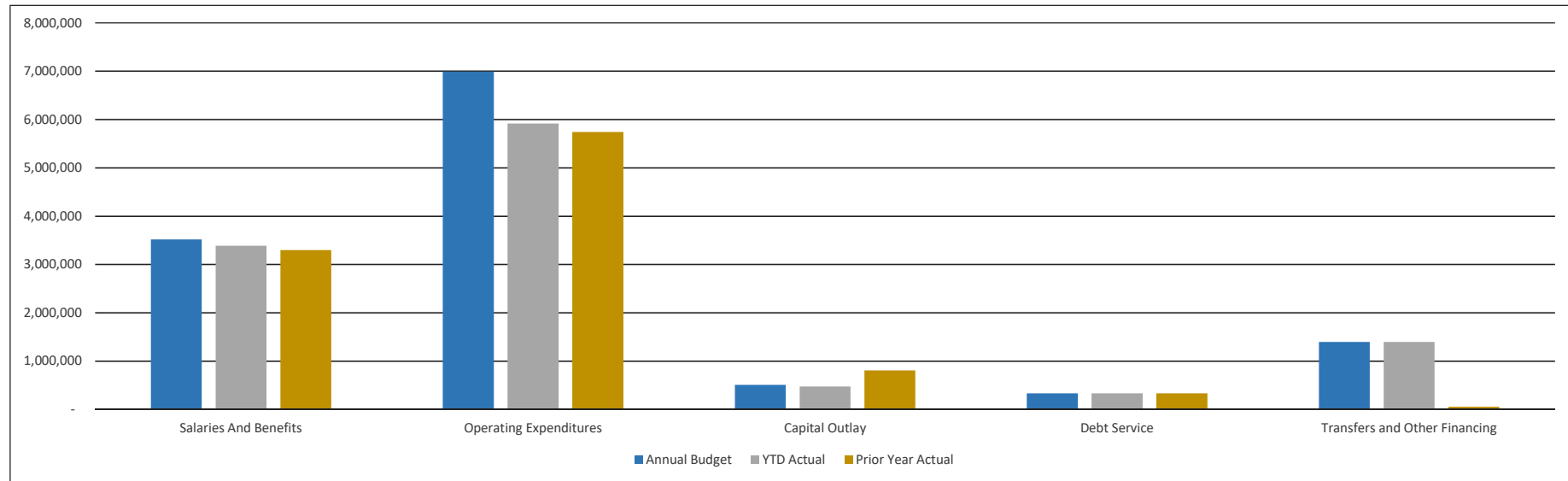
REVENUES BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Sales and Services	10,495,248	10,727,946	102.2%	10,899,369
Miscellaneous Revenue	95,000	187,928	197.8%	313,876
Permits and Fees	18,100	13,771	76.1%	7,118
Other Taxes and Licenses	578,816	747,118	129.1%	659,427
Sale of Assets	-	901	0.0%	45,450
Investment Earnings	-	(36,596)	0.0%	1,846
Interfund Transfer Revenue	-	-	0.0%	58,768
Appropriated Fund Balance	1,553,046	-	0.0%	-



C. 2.

SOLID WASTE FUND

EXPENDITURE BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Salaries And Benefits	3,514,938	3,388,558	96.4%	3,297,810
Operating Expenditures	6,991,527	5,916,043	84.6%	5,737,470
Capital Outlay	506,895	472,039	93.1%	805,141
Debt Service	331,850	331,930	100.0%	328,350
Transfers and Other Financing	1,395,000	1,395,000	100.0%	55,000



D.

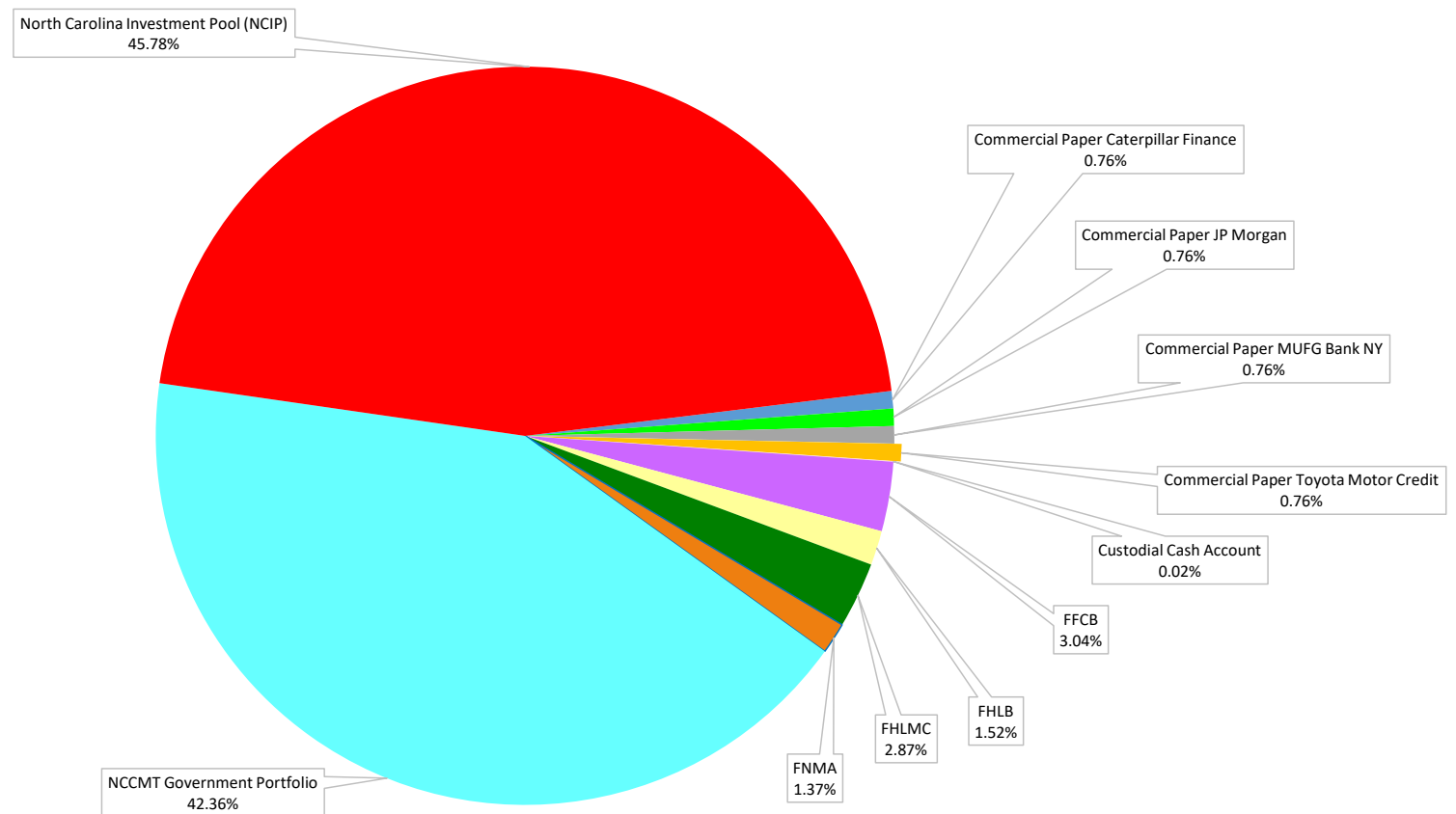
COUNTY CAPITAL PROJECTS - FY2022 APPROVED				
EXPENDITURE BY CATEGORY	FY2022 Budget	YTD Actual	LTD Actual	% of Expended
FY20 Fleet and General Services Complex	8,380,000	111,700	226,840	2.7%
FY22 40 Coxe Interior Renovation	1,213,615	3,863	21,012	1.7%
FY22 Administration Building Envelope Repair	2,458,869	-	-	0.0%
FY22 BAS System for Detention Center	174,052	-	-	0.0%
FY22 Boat Launch at Lake Julian Park	40,000	104	-	0.0%
FY22 Buncombe County Sports Park Dog Park	80,500	32,030	32,030	39.8%
FY22 Lake Julian Bathroom Additions	674,160	-	-	0.0%
FY22 Lake Julian Paddle Boat Replacement	88,000	78,995	78,995	89.8%
FY22 New Restroom Facility for Sports Park	159,000	3,600	3,600	2.3%
FY22 Owen Park Playground Upgrade	125,249	116,709	116,709	93.2%
FY22 Planning for Forward Facing Building	200,000	57,600	88,340	44.2%
FY22 Solar Panel Installation Phase 2	400,000	-	100,153	25.0%
Sidewalks - General	207,000	-	-	0.0%

E

INVESTMENT HOLDINGS 06/30/2022

INVESTMENT DESCRIPTION	Par Amount	Market Value	Maturity	Interest Rate
NCCMT Government Portfolio	55,728,122	55,728,122	N/A	1.2700%
North Carolina Investment Pool (NCIP)	60,225,415	60,225,415	N/A	1.3900%
FFCB	1,000,000	977,038	6/8/2023	0.3500%
FHLMC	1,000,000	970,280	8/24/2023	0.2500%
FHLMC	780,000	752,773	10/16/2023	0.1250%
FHLMC	1,000,000	965,193	11/6/2023	0.2500%
FHLB	1,000,000	967,801	11/9/2023	0.5000%
FNMA	800,000	771,295	11/27/2023	0.2500%
FHLMC	1,000,000	962,956	12/4/2023	0.2500%
FNMA	1,000,000	966,521	12/20/2023	0.6800%
FHLB	1,000,000	1,005,023	3/8/2024	3.2500%
FFCB	1,000,000	994,158	5/16/2024	2.6250%
FFCB	1,000,000	971,837	2/25/2025	1.7500%
FFCB	1,000,000	986,152	4/1/2025	2.5100%
Commercial Paper Caterpillar Finance	1,000,000	999,233	7/25/2022	1.1500%
Commercial Paper MUFG Bank NY	1,000,000	999,806	7/29/2022	0.2500%
Commercial Paper Toyota Motor Credit	1,000,000	999,798	7/29/2022	0.2600%
Commercial Paper JP Morgan	1,000,000	993,583	12/2/2022	1.5000%
US Treasury	1,000,000	997,612	8/31/2022	0.1250%
US Treasury	1,000,000	995,838	9/30/2022	0.1250%
US Treasury	1,000,000	997,973	10/15/2022	1.3750%
US Treasury	1,000,000	990,898	11/30/2022	0.1250%
US Treasury	1,000,000	995,078	1/31/2023	1.7500%
US Treasury	1,000,000	983,164	2/28/2023	0.1250%
US Treasury	1,000,000	984,483	3/15/2023	0.5000%
US Treasury	1,000,000	975,195	5/31/2023	0.1250%
US Treasury	1,000,000	974,961	6/15/2023	0.2500%
US Treasury	1,000,000	971,562	7/15/2023	0.1250%
US Treasury	1,000,000	970,391	7/31/2023	0.1250%
US Treasury	1,000,000	968,789	8/15/2023	0.1250%
US Treasury	1,000,000	967,031	9/15/2023	0.1250%
US Treasury	1,000,000	967,578	9/30/2023	0.2500%
US Treasury	1,000,000	964,648	10/15/2023	0.1250%
US Treasury	1,000,000	960,195	12/15/2023	0.1250%
US Treasury	1,000,000	958,008	1/15/2024	0.1250%
US Treasury	1,000,000	956,055	2/15/2024	0.1250%
US Treasury	1,000,000	955,547	3/15/2024	0.2500%
US Treasury	1,000,000	955,391	4/15/2024	0.3750%
US Treasury	1,000,000	951,211	5/15/2024	0.2500%

INVESTMENT HOLDINGS 06/30/2022				
INVESTMENT DESCRIPTION	Par Amount	Market Value	Maturity	Interest Rate
US Treasury	1,000,000	949,102	6/15/2024	0.2500%
US Treasury	1,000,000	946,836	8/15/2024	0.3750%
US Treasury	1,000,000	966,953	10/31/2024	1.5000%
US Treasury	1,000,000	970,039	12/31/2024	1.7500%
US Treasury	1,000,000	954,531	1/15/2025	1.1250%
US Treasury	1,000,000	934,258	3/31/2025	0.5000%
US Treasury	1,000,000	993,281	5/15/2025	2.7500%
US Treasury	1,000,000	996,953	6/15/2025	2.8750%
Custodial Cash Account	28,053	28,053	N/A	0.1700%
Total investments	160,561,591	159,418,599		



F.

DONATIONS MADE TO BUNCOMBE COUNTY - FY22 - FOR THE QUARTER ENDING JUNE 30		Designated	Undesignated	Total
2022		\$ 116,377	\$ 6,675	\$ 123,052
Monetary		\$ 110,377	\$ 6,675	\$ 117,052
Agriculture and Land Resources		\$ 1,029		\$ 1,029
Farm Heritage Trail		\$ 1,029		\$ 1,029
Family Justice Center		\$ 1,500		\$ 1,500
Family Justice Center		\$ 1,500		\$ 1,500
General Revenues			\$ 350	\$ 350
Undesignated			\$ 350	\$ 350
Library		\$ 100,100	\$ 325	\$ 100,425
Undesignated			\$ 325	\$ 325
Libraries		\$ 100,100		\$ 100,100
Public Health		\$ 40		\$ 40
Health Clinic		\$ 40		\$ 40
Recreation Services		\$ 300		\$ 300
Enka Recreation Destination		\$ 50		\$ 50
Special Olympics		\$ 200		\$ 200
Sand Hill Community Garden		\$ 50		\$ 50
Sheriff		\$ 7,408	\$ 6,000	\$ 13,408
Undesignated			\$ 6,000	\$ 6,000
Back To School Drive		\$ 3,672		\$ 3,672
Toy Drive		\$ 3,586		\$ 3,586
Color Guard		\$ 150		\$ 150
Property		\$ 6,000		\$ 6,000
Emergency Services		\$ 6,000		\$ 6,000
Ambulance Donation		\$ 6,000		\$ 6,000
Grand Total		\$ 116,377	\$ 6,675	\$ 123,052



Buncombe County

FY2022 4th Quarter Financial Report

(unaudited)

Presented by
Don Warn



FY2022 Items for Review

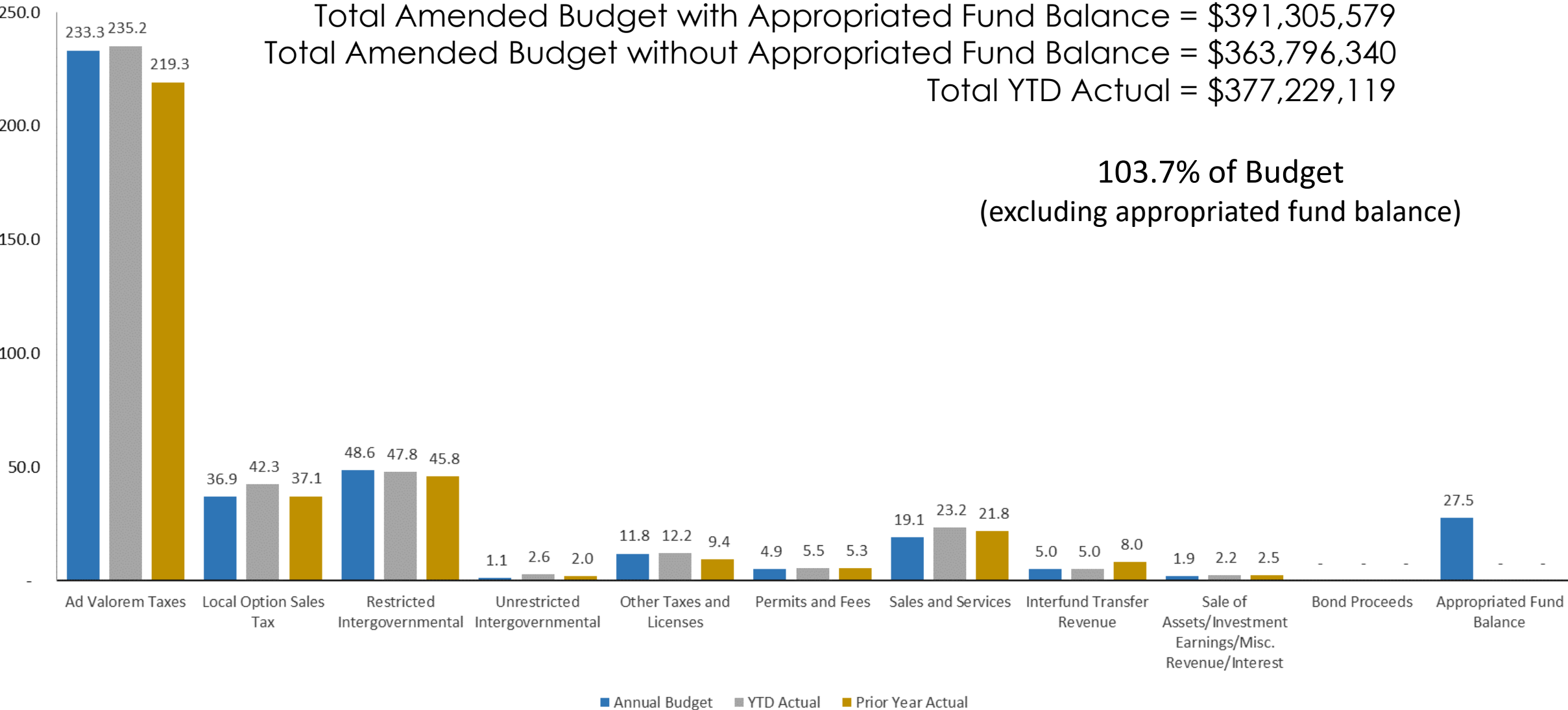
- ✓ General Fund Budget to Actual Summary
 - Expenses and Revenues
- ✓ General Fund Expense and Revenue Comparison Summary
- ✓ Solid Waste Fund- Enterprise Fund
 - Budget to Actual Summary
- ✓ Solid Waste Fund Expense and Revenue Comparison Summary



FY2022 General Fund Budget to Actual

Revenue by Type

(in millions)



General Fund Revenue Comparisons

(actuals vs budget)

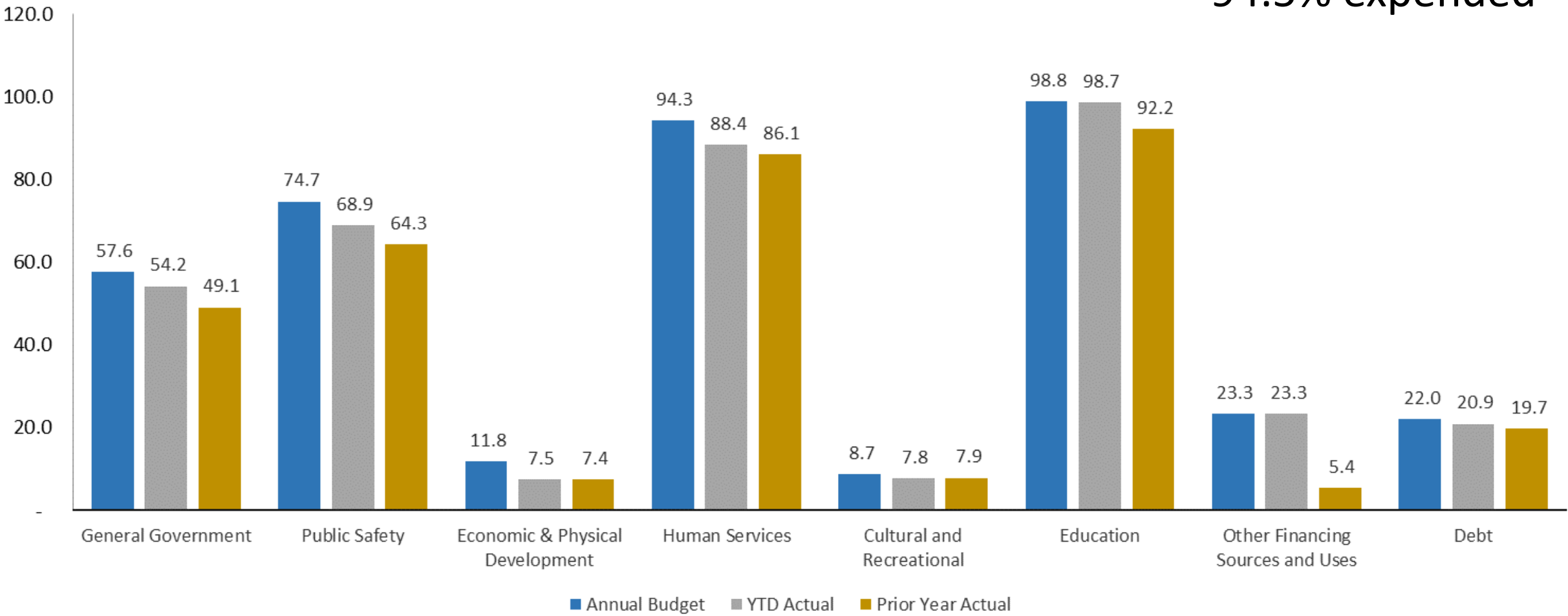
Revenue Type	Amount	Primary Drivers
Permits and Fees	\$565,064	Building Permits and Inspections and Recording Fees were higher than anticipated
Local Option Sales Tax	\$5,468,159	Stronger than anticipated consumer spending
Sales and Services	\$4,086,778	Net difference of Ambulance fees, occupancy tax collection fees, Medicaid Cost settlement, Medicare COVID Vaccines, Parking fees and decrease in Federal Prisoners
Unrestricted Intergovernmental	\$1,518,818	Medicaid hold harmless funds received that were not anticipated.
Ad Valorem Taxes	\$1,939,401	Additional collections
Restricted Intergovernmental	\$(869,720)	Public Health AA for ELC Enhanced Detection Agreement and CDC COVID Vaccines related to COVID response
Investment earnings	\$(451,753)	The year end GASB 31 journal entry requires the County to book any unrealized gain or loss based on market pricing as of June 30. Due to the continued rise in interest rates, if the County were to sell all their investment holding as of June 30, it would have sold them at a loss.

FY2022 General Fund Budget to Actual

Expenditure by Function
(in millions)

Total Amended Budget = \$391,305,579
Total Actual = \$369,680,613

94.5% expended



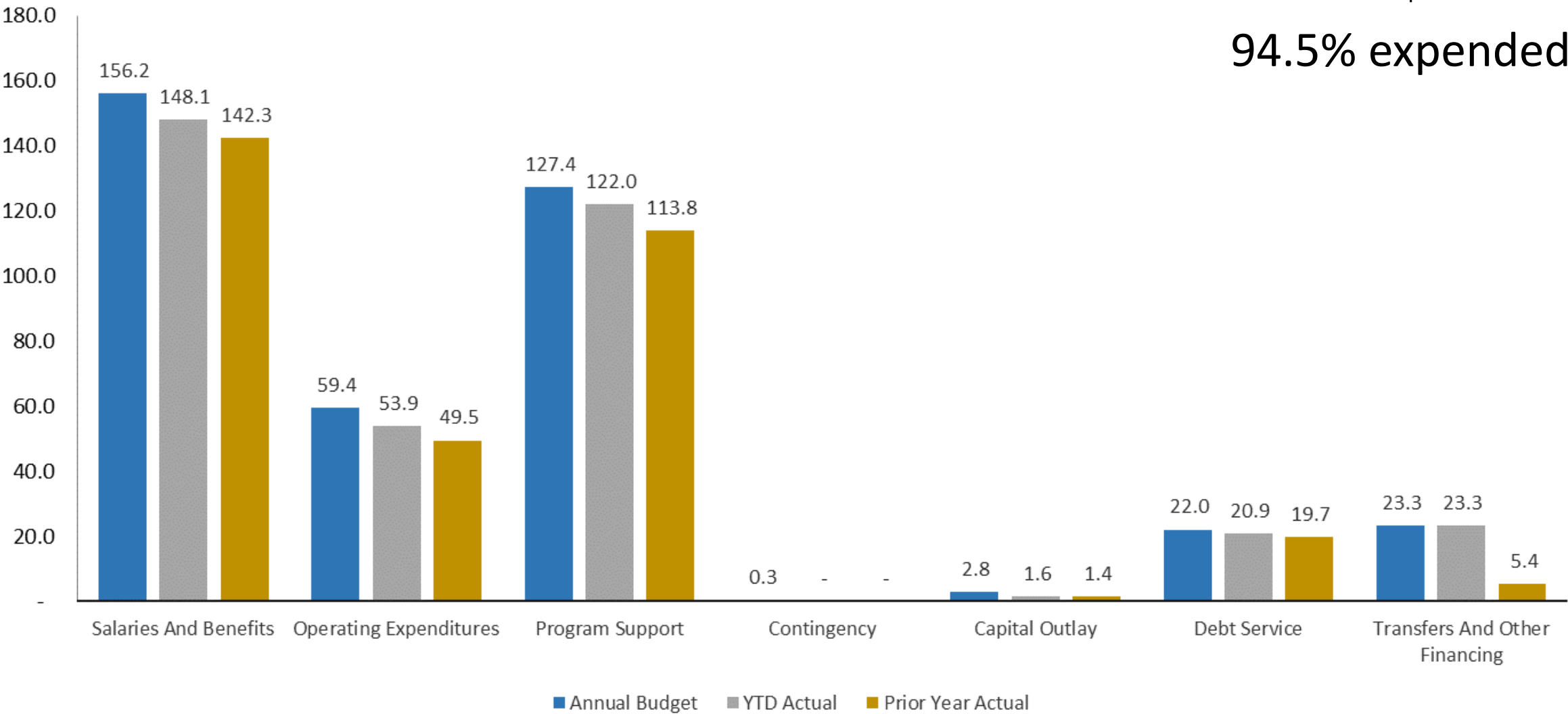
FY2022 General Fund Budget to Actual

Expenditure by Category

(in millions)

Total Amended Budget = \$391,305,579
Total Actual = \$369,680,613

94.5% expended



General Fund Expense Comparisons

(actuals under budget)

Expense Type	Amount	Primary Drivers
Salaries and Wages	\$(4,136,809)	Vacant positions in Detention Center, Emergency Services, 911 Operations, Social Services, Library, Sheriff's Office. IT and Public Health
Operating*	\$(7,595,804)	Travel and Training, Office Expenses, Maintenance and Repair of Buildings and Equipment, Contract and Professional Services, Debt Service, Information Technology
Benefits	\$(4,037,382)	Vacant positions in Detention Center, Emergency Services, 911 Operations, Social Services, Library, Sheriff's Office. IT and Public Health
Program Support**	\$(5,375,619)	Unspent funds across Economic Development, DSS, Pre-K and Direct Assistance

*Operating carry forward amount \$2,217,882

**Program Support carry forward amount \$ 3,121,006

➤ Economic Development \$3,048,000

\$5,338,888



Based on June 2022 unaudited budget and actuals.

General Fund Fund Balance Calculation

Total General Fund Expenditures & Transfers		370,546,793
FY2022 year end unassigned fund balance	20.4%	75,672,772
Maximum fund balance policy requirement	20.0%	74,109,359
Amount to be transferred to Capital Projects Fund	0.4%	1,563,413

Note: The figures used are unaudited and subject to change

Calculated based on General
Fund Balance Policy adopted
08/04/2020 and GASB 54
requirements

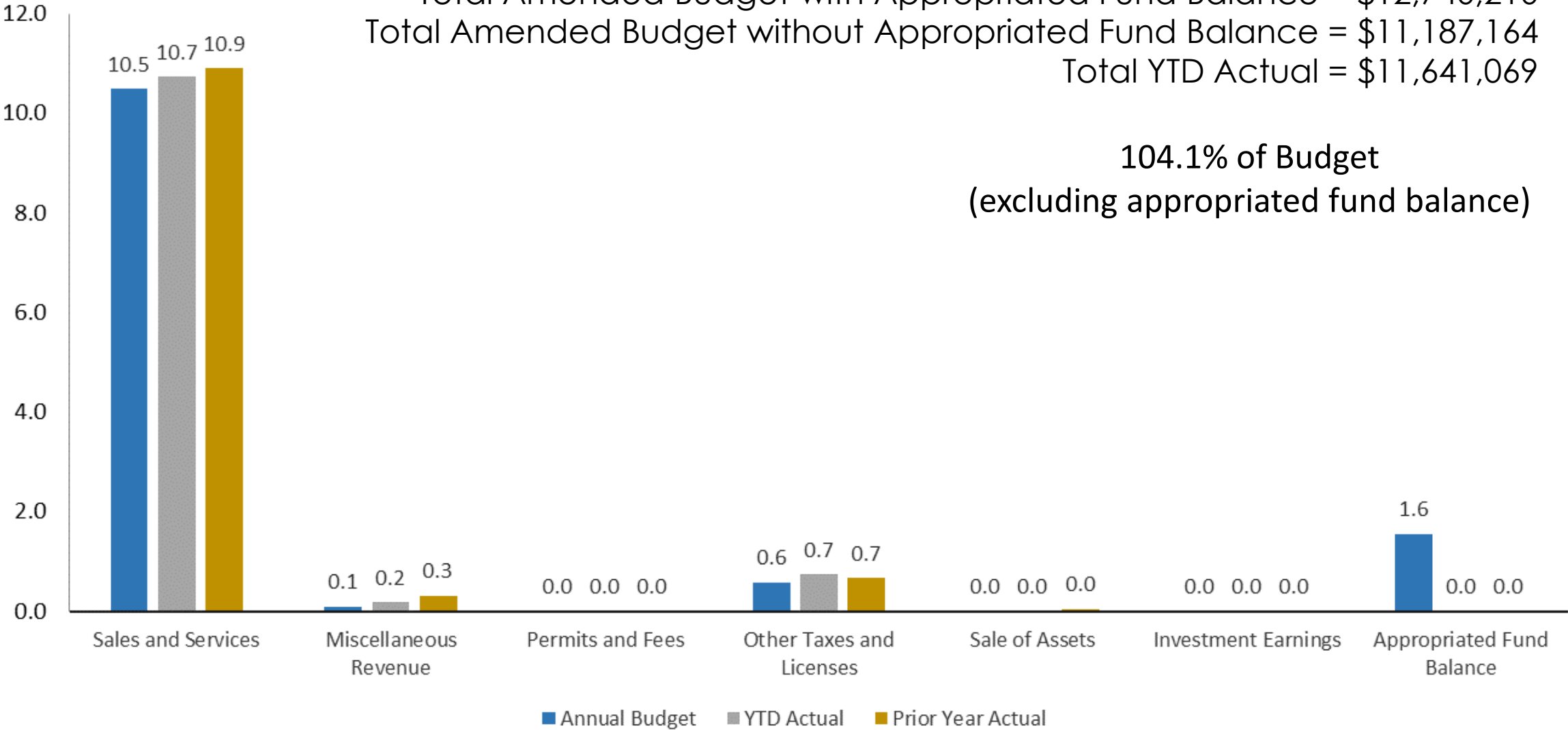
FY2022 Solid Waste Fund Budget to Actual

Revenue by Type

(in millions)

Total Amended Budget with Appropriated Fund Balance = \$12,740,210
Total Amended Budget without Appropriated Fund Balance = \$11,187,164
Total YTD Actual = \$11,641,069

104.1% of Budget
(excluding appropriated fund balance)



Solid Waste Fund Revenue Comparisons

(actuals over budget)

Revenue Type	Amount	Primary Drivers
Sales and Services	\$232,698	Net difference of higher than anticipated disposal fees at the Transfer Station and lower than anticipated disposal fees at the Landfill and electricity sales
Miscellaneous Revenue	\$92,928	Renewable Energy Credits
Other Taxes and License	\$168,302	Scrap Tire Tax, White Goods Tax, Solid Waste Disposal Tax



Based on June 2022 unaudited budget and actuals.

FY2022 Solid Waste Fund Budget to Actual

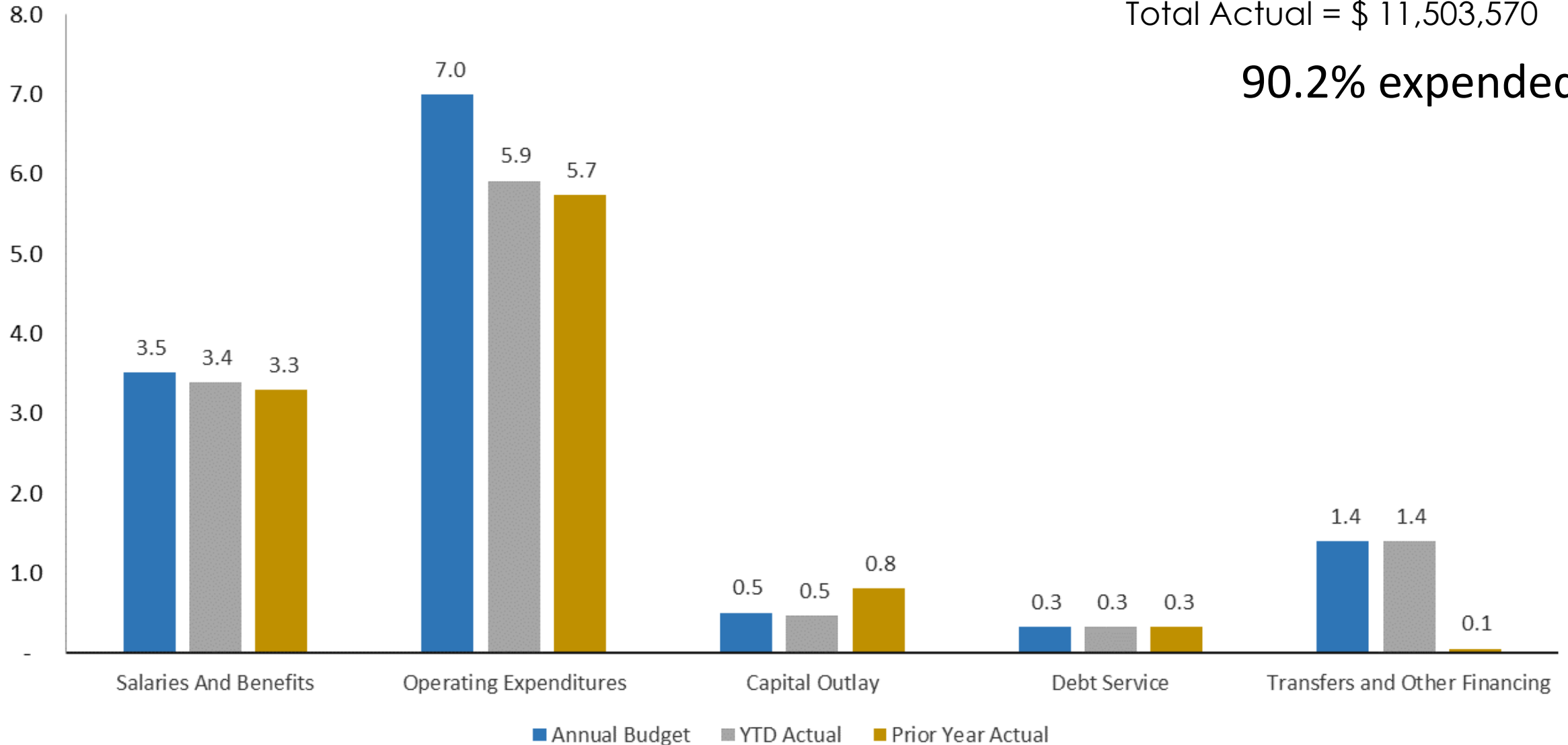
Expenditure by Category

(in millions)

Total Amended Budget = \$ 12,740,210

Total Actual = \$ 11,503,570

90.2% expended



Solid Waste Fund Expense Comparisons

(actuals under budget)

Expense Type	Amount	Primary Drivers
Operating*	\$(1,336,190)	Maintenance and Repair, Contract and Professional Services, Vehicle Expense, Rents and Lease, and Equipment Rental
Salary and Benefits	\$(126,380)	Vacant positions

*Maintenance & Repairs carry forward amount \$16,249



Based on June 2022 unaudited budget and actuals.

Questions?





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 11/1/2022

Presentations

Department: Finance

Presenter(s): Don Warn

Contact(s): Don Warn

Subject: FY2023 1st Quarter Financial Update

Brief Summary: Staff will provide the Board with an update on revenues and expenditures for the first quarter of fiscal year 2023

Recommended Motion & Requested Action: No action is required

County Manager's comments and Recommendation: None

BUNCOMBE COUNTY FINANCIAL QUARTERLY REPORT

FY2023 - FOR THE QUARTER ENDING SEPTEMBER 30

TABLE OF CONTENTS

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INVESTMENTS:	
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SIGNIFICANT FINANCIAL HIGHLIGHTS

The information in this report reflects the financial highlights for Buncombe County through September 30, 2022, which is 25% of the way through the year. This information is unaudited.

General Fund budgeted revenues are \$406.4 million and actual revenues as of September 30 are \$48 million or 11.8% of budgeted revenue and compared to last year at the same time, revenues are 8.1% above fiscal year 2022. At the end of first quarter fiscal year 2022, the assumption is that revenues and expenditures will be at 25% of budget, however due to the timing of revenue collection and payment disbursements, this is not the case. The majority of property tax is collected November through January. Additionally, sales tax has a 3-month lag from the time the transaction occurs until disbursement to the County, so transactions that occurred in July are not be disbursed by the State until mid-October.

General Fund budget expenditures are \$406.4 million and actual expenditures as of September 30 are \$84.1 million or 20.7% of budget and compared to the same time last year, expenditures are above fiscal year 2022 by 13.6%. At this point, the categories of expenditures are coming in under budget, with the exception of Interfund Transfer which is expected due to the funding of various programs in other funds. There are no areas of concern regarding expenditures compared to budget. Staff will continue to monitor the budget to actual and provide regular reports to the Commissioners.

The Solid Waste Fund which accounts for landfill and transfer station operations is an enterprise fund and operates like a business. The budgeted revenues are \$16.1 million and actual revenues as of September 30 are \$2.85 million or 17.7% of budget and compared to last year at the same time, revenues are below fiscal year 2022 by 9.1%. Since this fund operates like a business, revenues are fee based and dependent upon usage.

Solid Waste budgeted expenditures are \$16.1 million and actual expenditures to date are \$2.4 million or 15.1% of budget and compared to the same time last year, expenditures are above fiscal year 2022 by 73.3%. At this point, all categories of expenditures are coming in under budget except for interfund transfers and there are no areas of concern regarding expenditures compared to budget.

The County Capital Projects Fund is a multi-year fund that accounts for County capital projects funded through general government resources and financing that will most likely span multiple years. The projects approved for 2023 have a total budget of \$16.2 million and actual expenditures to date are \$16,484. Due to the nature of capital projects, a significant portion of expenditures may not occur in the year the budget was established.

A.

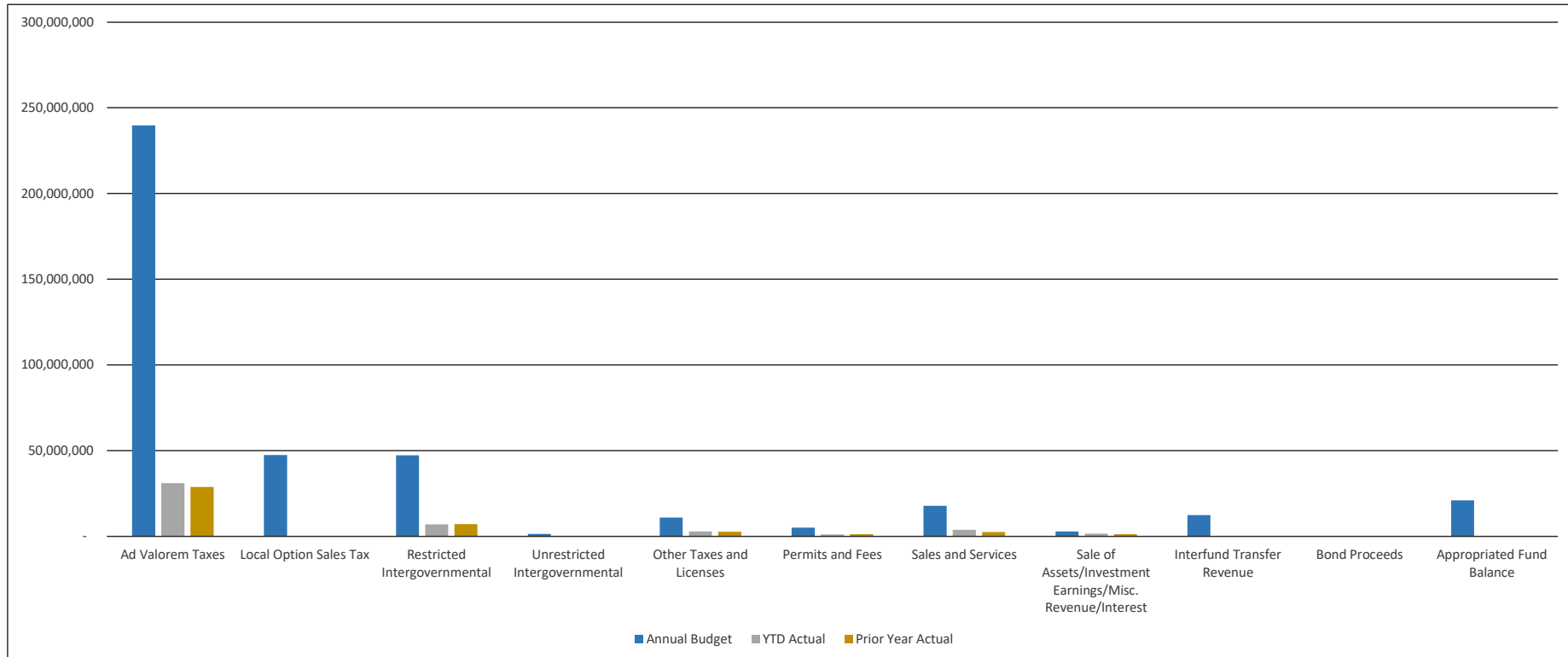
SUMMARY ANNUAL FUNDS			
FUND	Annual Budget	YTD Actual	% of Budget
100 General Total Revenue	(406,453,545)	(48,072,656)	11.8%
100 General Total Expense	406,453,545	84,152,221	20.7%
120 Air Quality Total Revenue	(1,090,272)	(322,241)	29.6%
120 Air Quality Total Expense	1,090,272	163,795	15.0%
220 Occupancy Tax Total Revenue	(46,000,000)	(6,893,802)	15.0%
220 Occupancy Tax Total Expense	46,000,000	6,893,802	15.0%
221 Reappraisal Reserve Fund Total Revenue	(531,913)	(435,000)	81.8%
221 Reappraisal Reserve Fund Total Expense	531,913	120,000	22.6%
223 911 Total Revenue	(1,288,426)	(54,798)	4.3%
223 911 Total Expense	1,288,426	131,570	10.2%
225 ROD Automation Total Revenue	(148,646)	(36,862)	24.8%
225 ROD Automation Total Expense	148,646	14,932	10.0%
226 Register of Deeds Total Revenue	(400,000)	(81,973)	20.5%
226 Register of Deeds Total Expense	400,000	51,317	12.8%
228 Special Taxing Districts Total Revenue	(64,064,144)	(5,382,607)	8.4%
228 Special Taxing Districts Total Expense	64,064,144	7,865,860	12.3%
229 Opioid Settlement Total Revenue	(1,988,101)	(1,325,109)	66.7%
229 Opioid Settlement Total Expense	1,988,101	-	0.0%
230 Transportation Total Revenue	(5,543,352)	(130,720)	2.4%
230 Transportation Total Expense	5,543,352	895,327	16.2%
231 Woodfin PDF Total Revenue	(745,106)	-	0.0%
231 Woodfin PDF Total Expense	745,106	1,380	0.2%
270 Forfeitures Total Revenue	(230,000)	(102,620)	44.6%
270 Forfeitures Total Expense	230,000	9,265	4.0%
272 Sondley Estate Trust Fund Total Revenue	-	116	0.0%
272 Sondley Estate Trust Fund Total Expense	-	-	0.0%
273 School Fines and Forfeitures Total Revenue	(2,000,000)	(243,155)	12.2%
273 School Fines and Forfeitures Total Expense	2,000,000	131,774	6.6%
276 Representative Payee Total Revenue	(600,000)	(111,738)	18.6%
276 Representative Payee Total Expense	600,000	74,618	12.4%
466 Solid Waste Total Revenue	(16,119,464)	(2,854,519)	17.7%
466 Solid Waste Total Expense	16,119,464	2,440,624	15.1%
467 Real-Time Intelligence Center Total Revenue	(130,000)	(9,035)	7.0%
467 Real-Time Intelligence Center Total Expense	130,000	11,730	9.0%
469 Inmate Commissary Total Revenue	(445,965)	(125,364)	28.1%
469 Inmate Commissary Total Expense	445,965	43,962	9.9%
480 Health and Dental Insurance Total Revenue	(35,889,901)	(7,868,301)	21.9%
480 Health and Dental Insurance Total Expense	35,889,901	7,579,461	21.1%
481 LGERS Stabilization Total Revenue	(260,000)	-	0.0%
481 LGERS Stabilization Total Expense	260,000	-	0.0%
482 Medicare Benefits Total Revenue	(700,000)	(11,500)	1.6%
482 Medicare Benefits Total Expense	700,000	246,103	35.2%
483 Workers' Compensation Total Revenue	(709,573)	-	0.0%
483 Workers' Compensation Total Expense	709,573	237,668	33.5%
484 Property and Liability Insurance Total Revenue	(3,516,219)	(11,608)	0.3%
484 Property and Liability Insurance Total Expense	3,516,219	69,648	2.0%

SUMMARY MULTI-YEAR FUNDS			
FUND	Annual Budget	YTD Actual	% of Budget
224 Special Programs Total Revenue	(57,223,784)	(26,579,535)	46.4%
224 Special Programs Total Expense	57,223,784	13,576,689	23.7%
326 Public School Capital Needs Fund Total Revenue	(276,528,845)	(256,926,667)	92.9%
326 Public School Capital Needs Fund Total Expense	276,528,845	222,416,228	80.4%
327 Grant Projects Total Revenue	(118,764,773)	(140,056,000)	117.9%
327 Grant Projects Total Expense	118,764,773	59,112,342	49.8%
333 AB Tech Total Revenue	(181,205,719)	(167,193,206)	92.3%
333 AB Tech Total Expense	181,205,719	150,876,133	83.3%
335 Public School ADM Sales Tax and Lottery Projects Total Revenue	(131,083,313)	(99,302,475)	75.8%
335 Public School ADM Sales Tax and Lottery Projects Total Expense	131,083,313	100,668,648	76.8%
341 Capital Project Total Revenue	(92,263,870)	(70,875,830)	76.8%
341 Capital Project Total Expense	92,263,870	40,527,448	43.9%
342 Landfill Capital Projects Total Revenue	(29,113,760)	(29,068,796)	99.8%
342 Landfill Capital Projects Total Expense	29,113,760	17,555,008	60.3%

B. 1.

GENERAL FUND

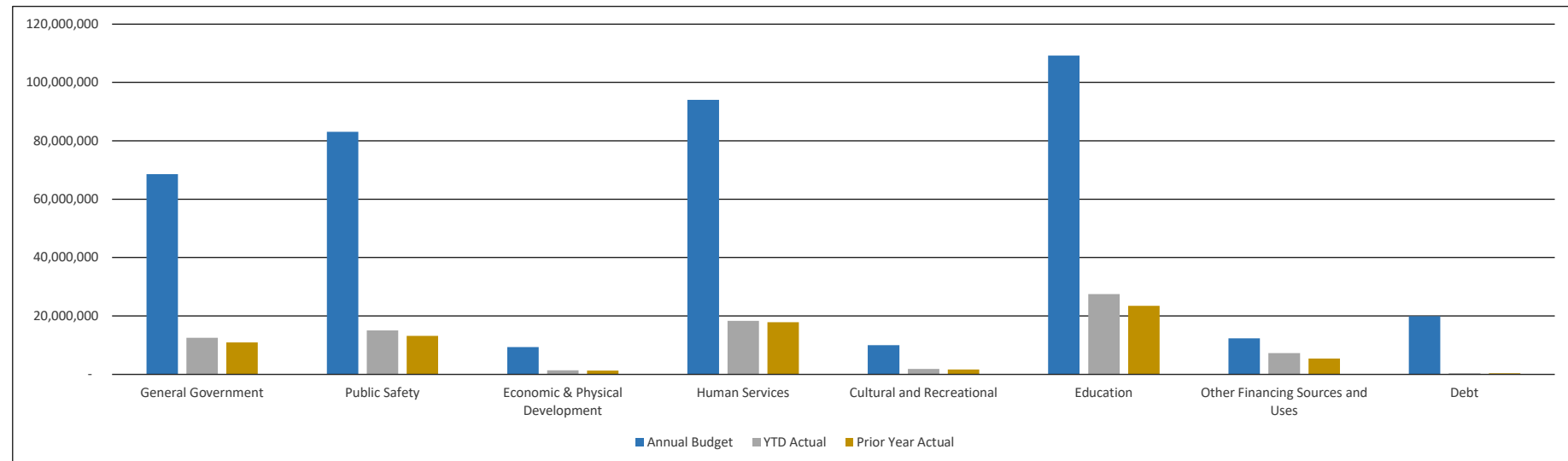
REVENUES BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Ad Valorem Taxes	239,659,247	31,149,425	13.0%	28,807,097
Local Option Sales Tax	47,527,393	-	0.0%	(0)
Restricted Intergovernmental	47,391,000	7,047,049	14.9%	7,125,402
Unrestricted Intergovernmental	1,446,915	381,329	26.4%	-
Other Taxes and Licenses	11,018,000	2,897,851	26.3%	2,813,119
Permits and Fees	5,210,000	1,172,551	22.5%	1,390,984
Sales and Services	17,858,468	3,804,229	21.3%	2,631,844
Sale of Assets/Investment Earnings/Misc. Revenue/Interest	2,858,698	1,620,223	56.7%	1,261,124
Interfund Transfer Revenue	12,434,241	-	0.0%	25,345
Bond Proceeds	-	-	0.0%	-
Appropriated Fund Balance	21,049,583	-	0.0%	-



B. 2.

GENERAL FUND

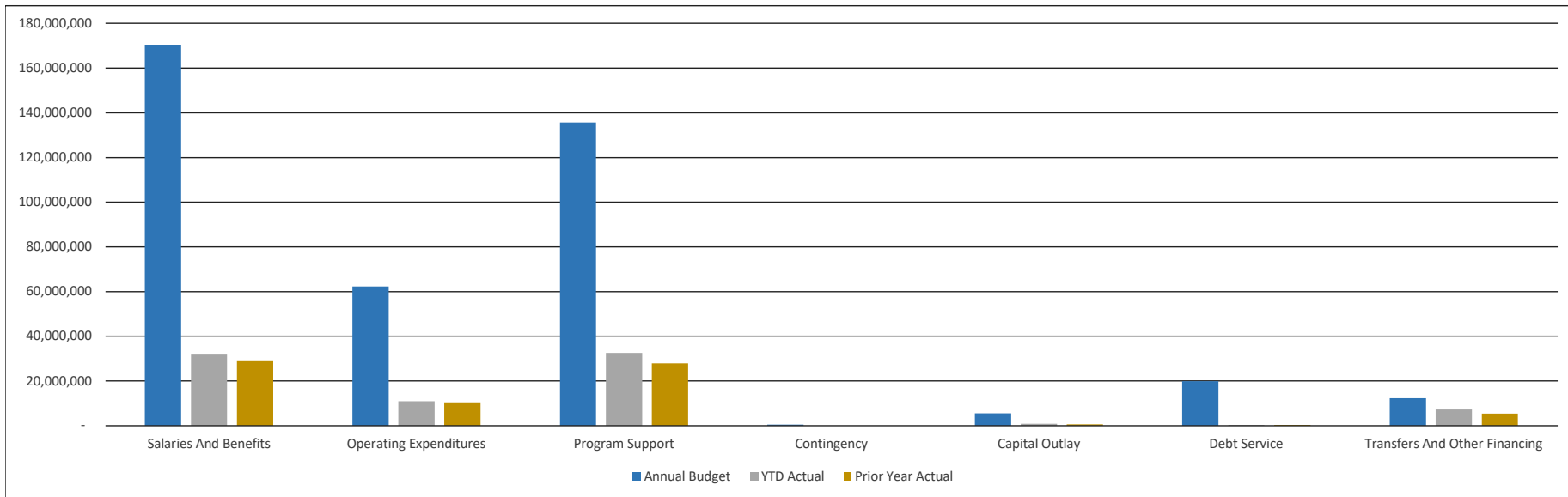
EXPENDITURE BY FUNCTION	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
General Government	68,606,703	12,461,323	18.2%	10,875,603
Public Safety	83,051,986	15,074,805	18.2%	13,178,858
Economic & Physical Development	9,367,051	1,351,926	14.4%	1,238,057
Human Services	94,076,971	18,268,677	19.4%	17,885,382
Cultural and Recreational	9,950,069	1,831,358	18.4%	1,658,312
Education	109,226,848	27,524,802	25.2%	23,434,692
Other Financing Sources and Uses	12,285,959	7,275,608	59.2%	5,416,133
Debt	19,887,958	363,722	1.8%	364,220



B. 3.

GENERAL FUND

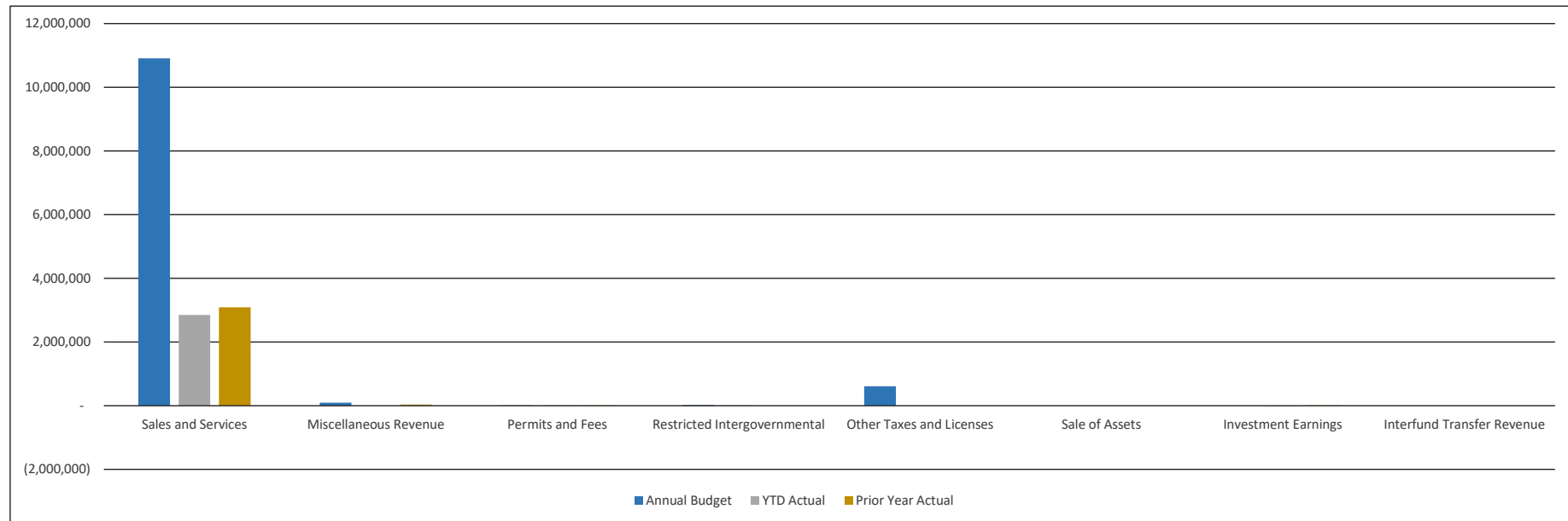
EXPENDITURE BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Salaries And Benefits	170,367,145	32,197,210	18.9%	29,252,256
Operating Expenditures	62,263,516	10,981,593	17.6%	10,467,620
Program Support	135,621,129	32,502,656	24.0%	27,920,684
Contingency	500,000	-	0.0%	-
Capital Outlay	5,527,838	831,433	15.0%	630,345
Debt Service	19,887,958	363,722	1.8%	364,220
Transfers And Other Financing	12,285,959	7,275,608	59.2%	5,416,133



C. 1.

SOLID WASTE FUND

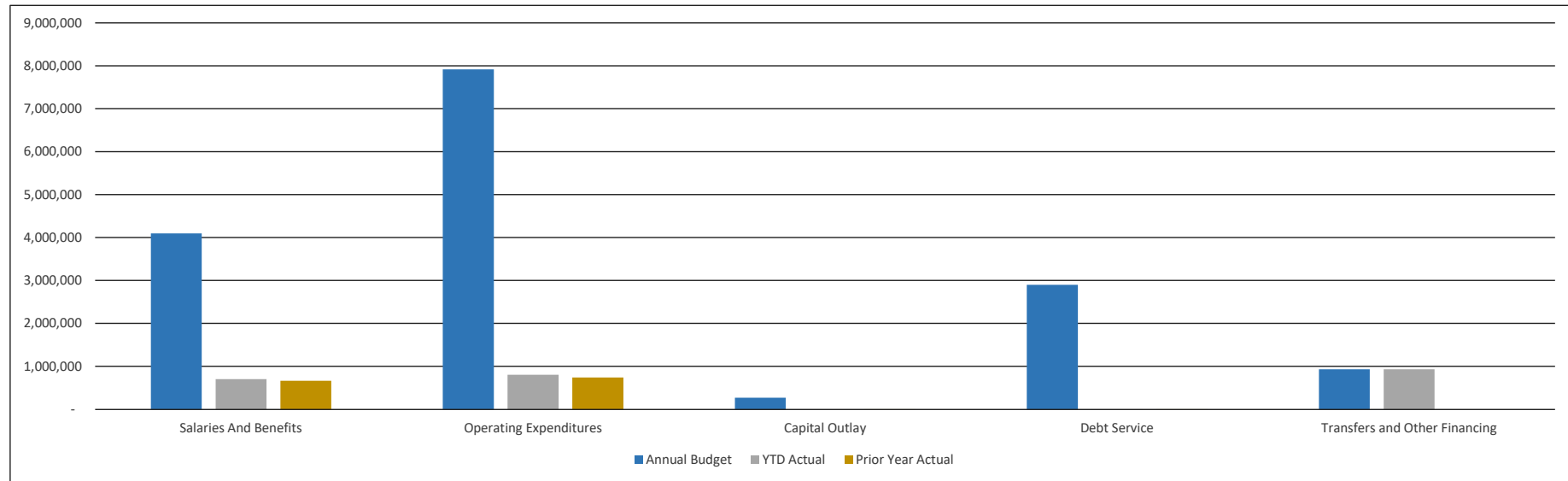
REVENUES BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Sales and Services	10,909,914	2,855,252	26.2%	3,097,089
Miscellaneous Revenue	95,000	-	0.0%	38,719
Permits and Fees	6,400	1,800	28.1%	2,400
Restricted Intergovernmental	28,280	540	1.9%	-
Other Taxes and Licenses	615,013	-	0.0%	-
Sale of Assets	-	-	0.0%	-
Investment Earnings	-	(3,073)	0.0%	1,273
Interfund Transfer Revenue	-	-	0.0%	-
Appropriated Fund Balance	4,464,857	-	0.0%	-



C. 2.

SOLID WASTE FUND

EXPENDITURE BY CATEGORY	Annual Budget	YTD Actual	% of Budget	Prior Year Actual
Salaries And Benefits	4,097,530	702,125	17.1%	666,835
Operating Expenditures	7,918,469	803,420	10.1%	740,554
Capital Outlay	270,663	-	0.0%	507
Debt Service	2,897,802	80	0.0%	80
Transfers and Other Financing	935,000	935,000	100.0%	-



D.

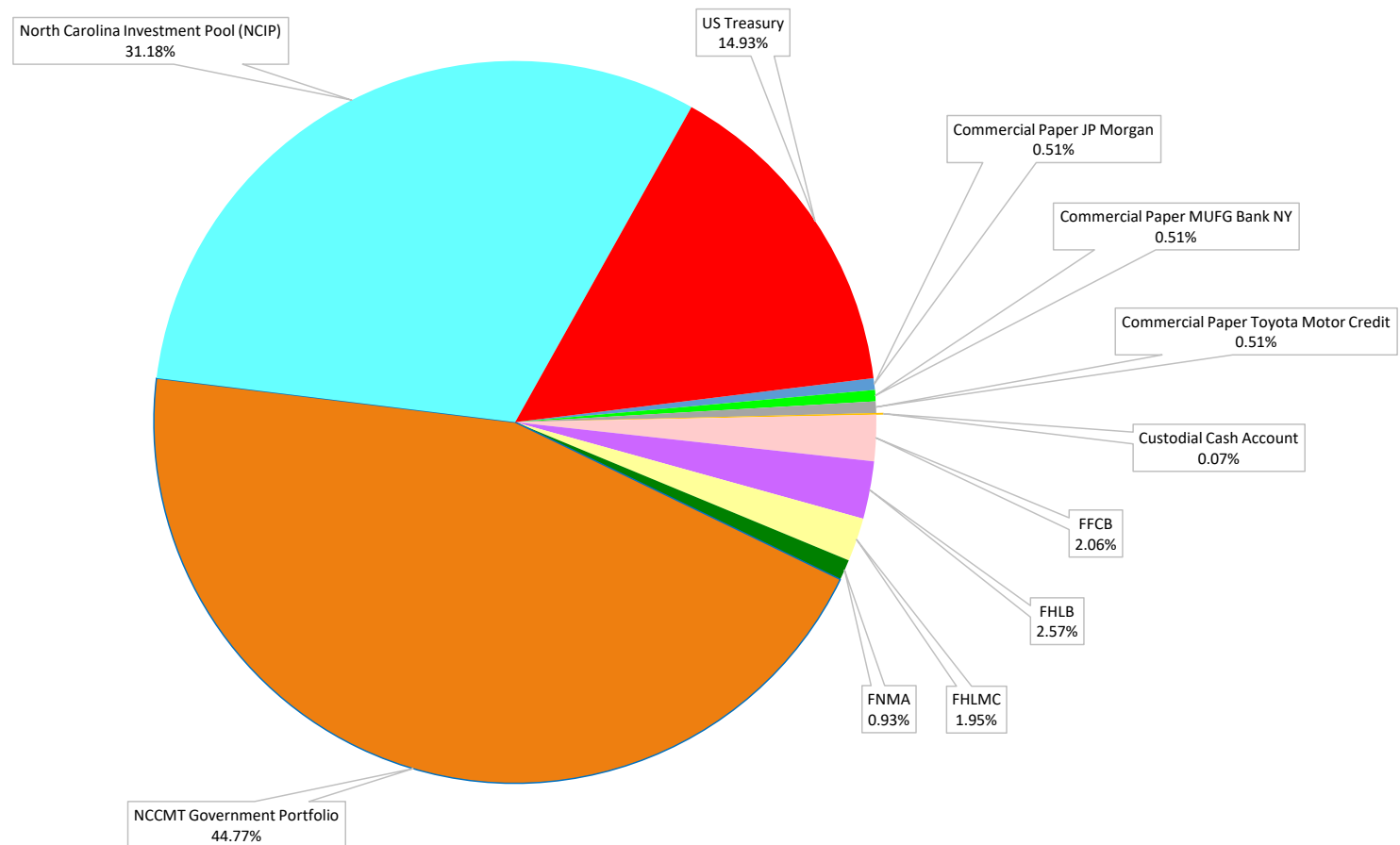
COUNTY CAPITAL PROJECTS - FY2023 APPROVED				
EXPENDITURE BY CATEGORY	FY2023 Budget	YTD Actual	LTD Actual	% of Expended
FY23 Electric Vehicle Charging Infrastructure	120,000	16,484	16,484	13.7%
FY23 EMS Base Construction	7,250,000	-	-	0.0%
FY23 Facility Assessment - Renovation	4,010,000	-	-	0.0%
FY23 Library Renovation	691,654	-	-	0.0%
FY23 Recreation Services Master Plan	200,000	-	-	0.0%
FY23 Solar on Schools & Public Buildings	4,000,000	-	-	0.0%

E

INVESTMENT HOLDINGS 09/30/2022

INVESTMENT DESCRIPTION	Par Amount	Market Value	Maturity	Interest Rate
NCCMT Government Portfolio	86,940,247	86,940,247	N/A	2.8100%
North Carolina Investment Pool (NCIP)	60,548,191	60,548,191	N/A	3.0300%
FFCB	1,000,000	974,474	6/8/2023	0.3500%
FHLMC	1,000,000	965,423	8/24/2023	0.2500%
FHLMC	780,000	746,549	10/16/2023	0.1250%
FHLMC	1,000,000	956,389	11/6/2023	0.2500%
FHLB	1,000,000	959,485	11/9/2023	0.5000%
FNMA	800,000	764,423	11/27/2023	0.2500%
FHLMC	1,000,000	954,266	12/4/2023	0.2500%
FNMA	1,000,000	956,413	12/20/2023	0.6800%
FHLB	1,000,000	984,750	3/8/2024	3.2500%
FFCB	1,000,000	975,301	5/16/2024	2.6250%
FHLB	1,000,000	980,279	6/14/2024	3.1250%
FHLB	1,000,000	977,995	7/8/2024	3.0000%
FHLB	1,000,000	979,885	9/13/2024	3.2500%
FFCB	1,000,000	942,131	2/25/2025	1.7500%
FFCB	1,000,000	955,911	4/1/2025	2.5100%
Commercial Paper JP Morgan	1,000,000	997,417	12/2/2022	1.5000%
Commercial Paper MUFG Bank NY	1,000,000	979,274	4/28/2023	3.5700%
Commercial Paper Toyota Motor Credit	1,000,000	979,564	4/28/2023	3.5200%
US Treasury	1,000,000	999,561	10/15/2022	1.3750%
US Treasury	1,000,000	995,164	11/30/2022	0.1250%
US Treasury	1,000,000	993,623	1/31/2023	1.7500%
US Treasury	1,000,000	985,273	2/28/2023	0.1250%
US Treasury	1,000,000	985,078	3/15/2023	0.5000%
US Treasury	1,000,000	973,945	5/31/2023	0.1250%
US Treasury	1,000,000	973,359	6/15/2023	0.2500%
US Treasury	1,000,000	968,711	7/15/2023	0.1250%
US Treasury	1,000,000	966,992	7/31/2023	0.1250%
US Treasury	1,000,000	964,961	8/15/2023	0.1250%
US Treasury	1,000,000	961,914	9/15/2023	0.1250%
US Treasury	1,000,000	960,938	9/30/2023	0.2500%
US Treasury	1,000,000	958,203	10/15/2023	0.1250%
US Treasury	1,000,000	951,758	12/15/2023	0.1250%
US Treasury	1,000,000	947,969	1/15/2024	0.1250%
US Treasury	1,000,000	944,844	2/15/2024	0.1250%
US Treasury	1,000,000	943,203	3/15/2024	0.2500%
US Treasury	1,000,000	941,836	4/15/2024	0.3750%
US Treasury	1,000,000	972,422	4/30/2024	2.5000%
US Treasury	1,000,000	937,070	5/15/2024	0.2500%
US Treasury	1,000,000	934,180	6/15/2024	0.2500%

INVESTMENT HOLDINGS 09/30/2022				
INVESTMENT DESCRIPTION	Par Amount	Market Value	Maturity	Interest Rate
US Treasury	1,000,000	930,586	8/15/2024	0.3750%
US Treasury	1,000,000	945,898	10/31/2024	1.5000%
US Treasury	1,000,000	947,930	12/31/2024	1.7500%
US Treasury	1,000,000	931,836	1/15/2025	1.1250%
US Treasury	1,000,000	912,500	3/31/2025	0.5000%
US Treasury	1,000,000	962,461	5/15/2025	2.7500%
US Treasury	1,000,000	964,688	6/15/2025	2.8750%
US Treasury	1,000,000	979,766	9/15/2025	3.5000%
Custodial Cash Account	135,401	135,401	N/A	0.3000%
Total investments	194,203,839	192,490,437		



F.

DONATIONS MADE TO BUNCOMBE COUNTY - FY23 - FOR THE QUARTER ENDING SEP 30		Designated	Total
2023		\$ 10	\$ 10
Monetary		\$ 10	\$ 10
Recreation Services		\$ 10	\$ 10
Sailboat Club		\$ 10	\$ 10
Grand Total		\$ 10	\$ 10



Buncombe County

FY2023 1st Quarter Financial Report

(unaudited)

Presented by
Don Warn



FY2023 Items for Review

- ✓ General Fund Budget to Actual Summary
 - Expenses and Revenues

- ✓ Solid Waste Fund- Enterprise Fund
 - Expenses and Revenues



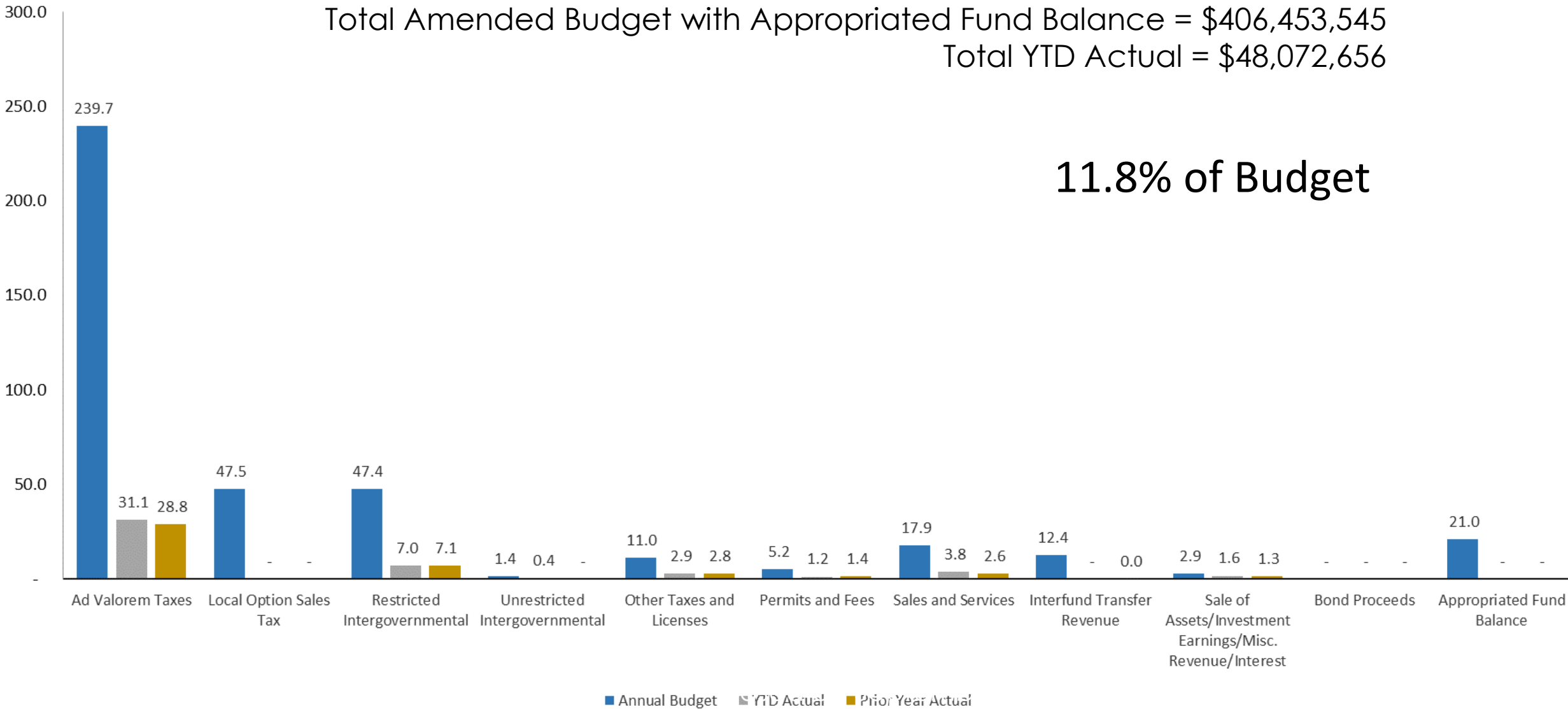
FY2023 General Fund Budget to Actual

Revenue by Type

(in millions)

Total Amended Budget with Appropriated Fund Balance = \$406,453,545
Total YTD Actual = \$48,072,656

11.8% of Budget

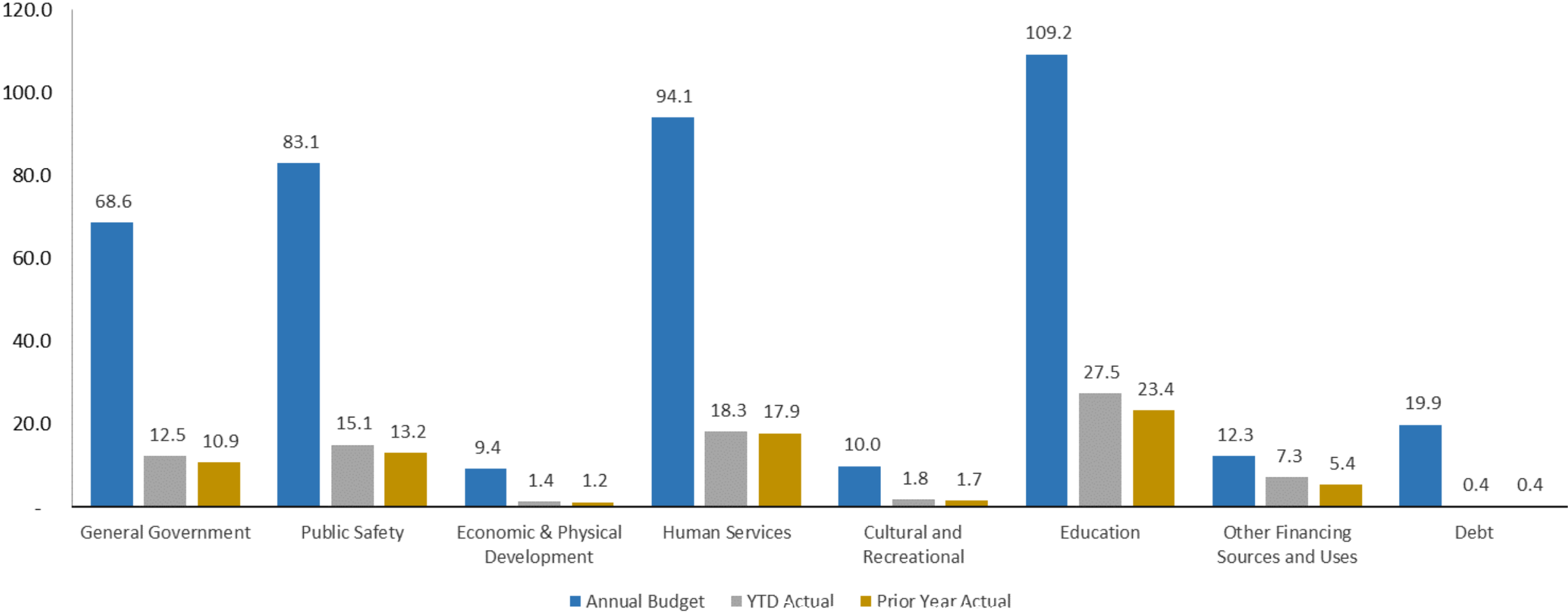


FY2023 General Fund Budget to Actual

Expenditure by Function
(in millions)

Total Amended Budget = \$406,453,545
Total Actual = \$84,152,221

20.7% expended



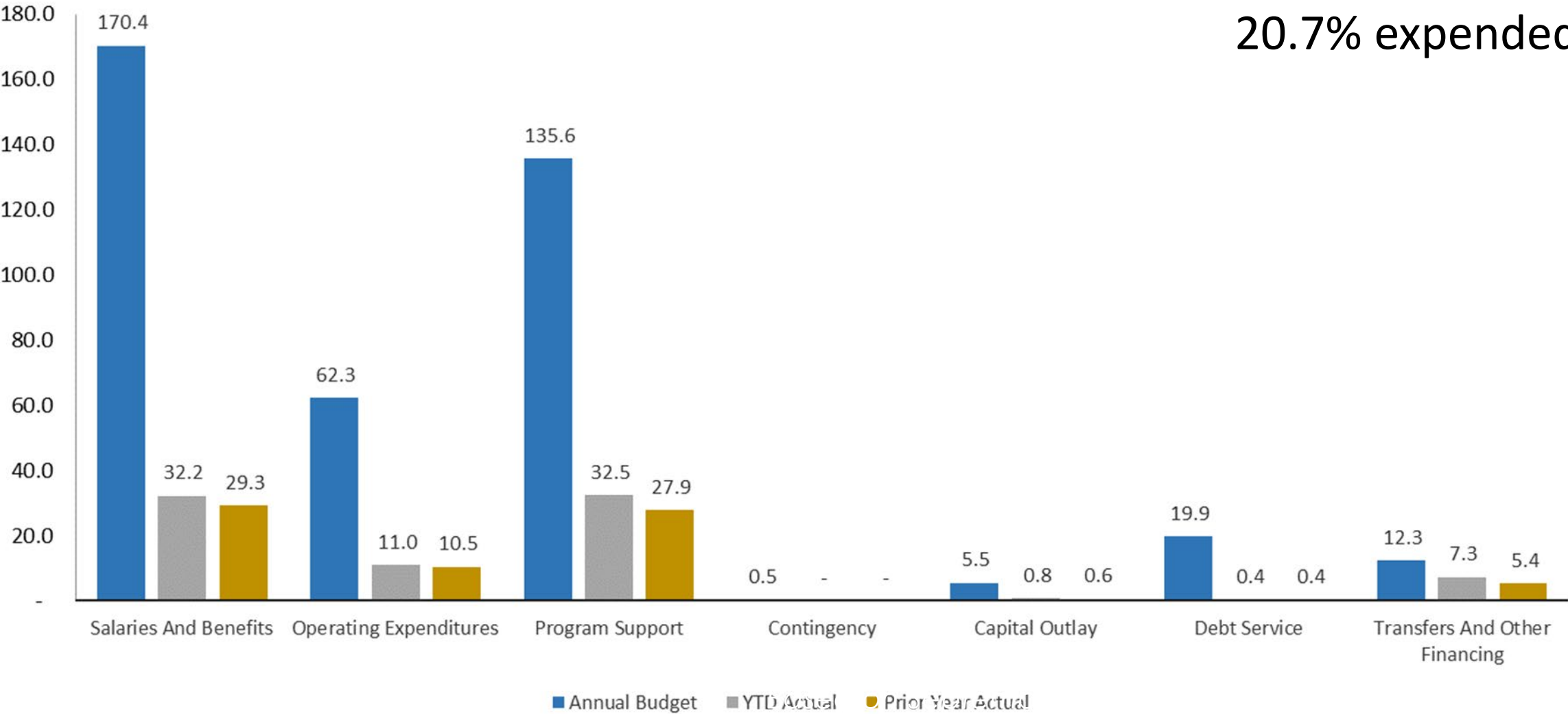
FY2023 General Fund Budget to Actual

Expenditure by Category

(in millions)

Total Amended Budget = \$406,453,545
Total Actual = \$84,152,221

20.7% expended



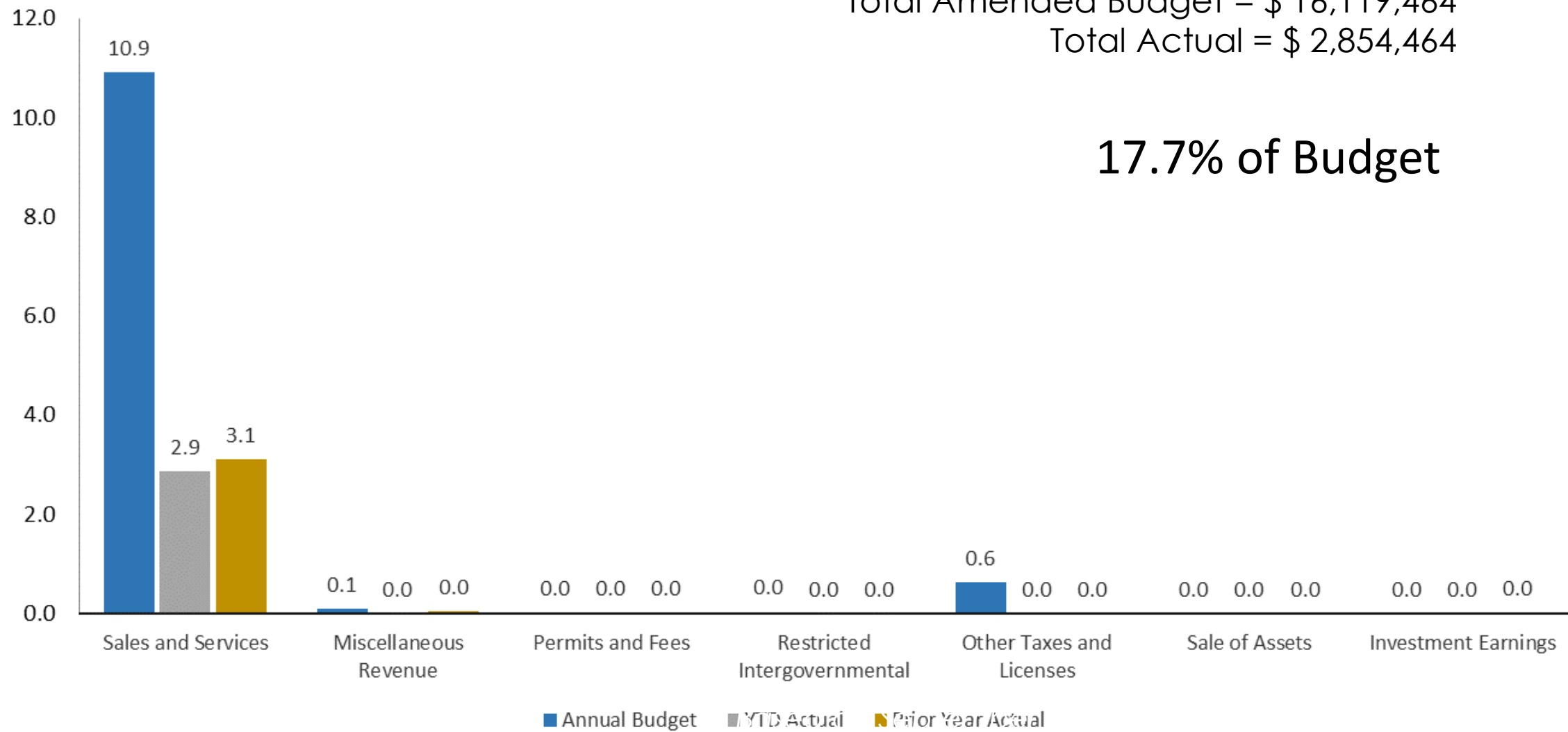
FY2023 Solid Waste Fund Budget to Actual

Revenue by Type

(in millions)

Total Amended Budget = \$ 16,119,464
Total Actual = \$ 2,854,464

17.7% of Budget



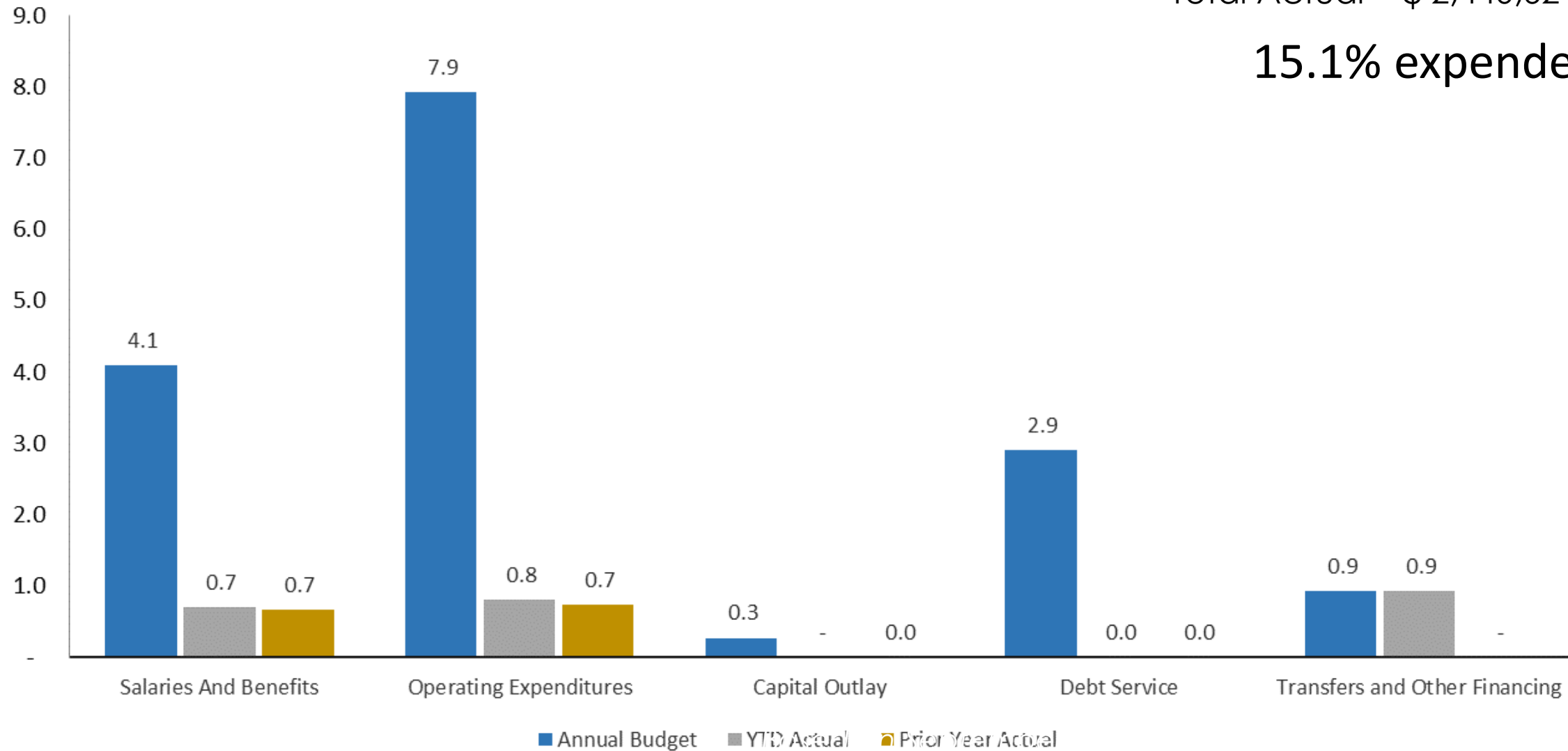
FY2023 Solid Waste Fund Budget to Actual

Expenditure by Category

(in millions)

Total Amended Budget = \$ 16,119,464
Total Actual = \$ 2,440,624

15.1% expended



Questions?





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 11/1/2022

New Business

Department: County Manager's Office

Presenter(s): Timothy Love

Contact(s): Timothy Love

Subject: Affordable Parking Program at Coxe Avenue Garage

Brief Summary: Buncombe County staff presented the Coxe Avenue Affordable Parking Program concept to Buncombe County Commissioners at the September 6th Briefing. At the meeting Commissioners requested additional community input which was captured via survey and presented to the Board of Commissioners at the October 18th Briefing. Based on the input received, Commissioners have requested the item be brought forward to the November 1st Regular Meeting for formal consideration. The proposed program will provide a reduced rate of \$40 per month to individuals that purchase a monthly parking pass and are of low to moderate income (i.e., 80% AMI).

Recommended Motion & Requested Action: Approve the resolution authorizing the creation of the Affordable Parking Program at Coxe Avenue Garage.

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

RESOLUTION #22-11-01

RESOLUTION ESTABLISHING THE COXE AVENUE AFFORDABLE PARKING PROGRAM

- WHEREAS, counties are authorized to provide for the public welfare through the maintenance and administration of public assistance programs not required by Chapters 108A and 111 of the North Carolina General Statutes;
- WHEREAS, Buncombe County staff have examined and presented a Coxe Avenue Affordable Parking Program concept;
- WHEREAS, the program is designed to provide financial assistance for downtown parking to area residents who earn 80% or less of Area Median Income;
- WHEREAS, monthly parking at the Coxe Avenue parking garage located at 11 Sears Alley will be offered to program participants;
- WHEREAS, eligible program participants will be offered a reduced rate of \$40 per month to individuals that purchase a monthly parking pass; and
- WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to establish this program.

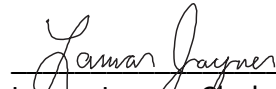
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.
2. That this Board hereby establishes the Coxe Avenue Affordable Parking Program.
3. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
4. Any prior resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.
5. That this resolution shall be effective upon its adoption.

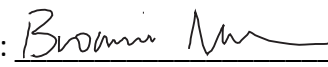
This the 1st day of November, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

ORDINANCE NO. 22-11-02

AN ORDINANCE AMENDING THE FY2023 FEE SCHEDULE

- WHEREAS, in accordance with North Carolina general statutes, this Board approved the FY2023 Fee Schedule as part of the Annual Funds Ordinance;
- WHEREAS, this Board has now approved a Coxe Avenue Affordable Parking Program by which monthly parking at the Coxe Avenue parking garage located at 11 Sears Alley for individuals will be offered to program participants; and
- WHEREAS, eligible program participants will be offered a reduced rate of \$40 per month to individuals that purchase a monthly parking pass, and this necessitates an amendment to the Fee Schedule.

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

Section 1. FY2023 Fee Schedule as part of the Annual Funds Ordinance shall be amended as follows:

Page 31 of 56 is amended as follows:

Parking Services	11 Sears Alley	This fee is charged for all cars entering 11 Sears Alley Deck who are not visitors to HHS Building	\$1 per first 1/2 hour \$1 per second 1/2 hour \$2 per hour after \$12 max. daily \$85 Monthly parking \$40 Monthly parking for eligible low to moderate income individuals
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Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid or unconstitutional by any court of any competent jurisdiction, such declaration shall not affect the validity of the

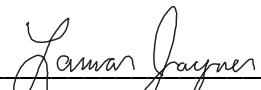
ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4. This ordinance shall take effect and be in force upon adoption.

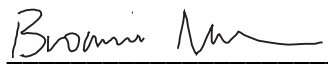
ADOPTED this the 1st day of November, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

Buncombe County Government

**Coxe Avenue Affordable Parking Program
November 1, 2022**



Agenda

- Background and Request
- Program Details
- Next Steps



Background and Request

Background

- Buncombe County staff presented the Affordable Parking Program concept to Buncombe County Commissioners at the September 6th Briefing Agenda.
- Commissioners requested input and staff receiving 600+ survey responses with 66% in favor of the program.
- County Staff have revised the program based on feedback and comments raised regarding the program.

Request

- Commissioners approve the resolution regarding the Affordable Parking Program



Program Details



Potential Parking Options

Staff have assessed the below potential parking options:

- **Maintain Current Process:** maintain existing rate structure, increase communication regarding available lease spaces
- **Reduced Monthly Lease Rate Across the Board:** offer reduced monthly rates for all individuals utilizing the parking deck
- **Reduced Monthly Lease Rate for Low and Moderate Income Individuals:** offer reduced rates for eligible individuals



Proposed Program

Eligibility:

- Parking Passes may be **purchased by individuals**
- Program is **subject to availability**
- Applicants must **provide proof of employment and income**

Application:

- **Applicants apply online** using Preferred Parking's website
- Decision Point: First-Come-First-Served Application, or lottery?

Future Availability:

- Preferred parking will maintain a wait-list and cycle through as passes become available
- Employees must **recertify employment** every 12 months
- Staff will **analyze data over time to discontinue passes or make recommendations**

Payment:

- **Payments made directly to Preferred Parking** and will be cancelled if not paid monthly (one-time parking pass fee is employees responsibility)
- Upon approval, applicants can **pick up passes at Preferred Parking's** downtown office



Reduced Rate (Low/Moderate) Scenarios

Scenario	# of Total Spaces	Available for Daily	Total Spaces for Lease	Leased at Market Rate	Spaces at Reduced Rate	Reduced Rate \$	Annual Lease Revenue (est.)	New Annual Revenue
Current	664	464	200	185	0	-	\$188,700	-
Proposed	664	329	335	185	150	\$40	\$260,700	\$72,000



Cash Flow (Low and Moderate Income) Scenario

Scenario	Annual Debt Service	Management Fee	Lease Revenue Less Expenses	Total Revenue Less Expenses
Current	\$1,276,975	\$20,400	-\$1,108,675	-\$889,375
Proposed	\$1,276,975	\$24,000	-\$1,040,275	-\$820,975



Other Considerations

- **Additional Locations**

- Staff recommend assess customer utilization at 40 Coxe Avenue before adding additional parking passes (beyond 150)
- Buncombe County owns one additional parking deck, but have not analyzed usage for this program
 - Usage of College Street Parking Deck requires additional analysis due to usage by employees and Judicial Complex visitors

- **Security (40 Coxe Avenue)**

- Call Boxes on all floors
- Cameras on all floors
- Parking attendants available between Monday through Friday 7AM and 7PM
- Roving attendant on weekdays
- Adding parking attendant hours for weekends and weeknights



Background and Request

Next Steps

- Pending Commissioner approval:
 - Develop program guidelines and policies.
 - Launch Application.
 - Launch Program.

Request

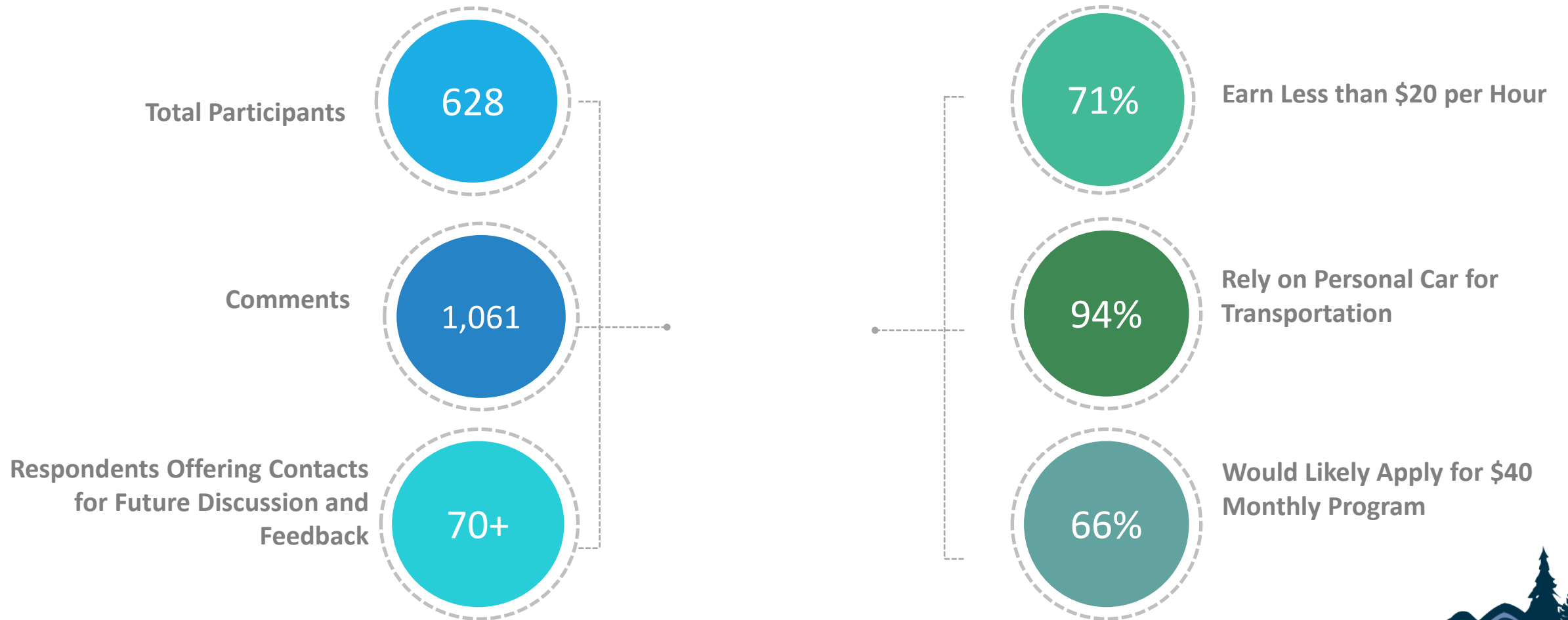
- Commissioners approve the resolution regarding the Affordable Parking Program.



Appendix



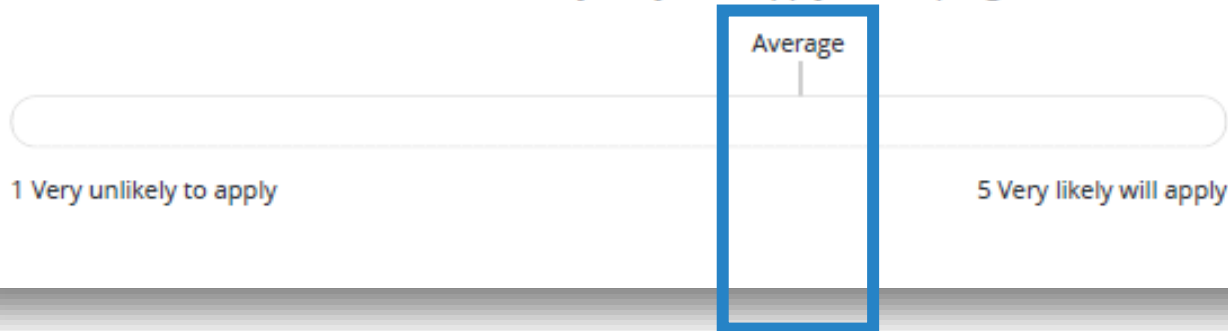
Summary Results



Survey Results: Program Utilization

Buncombe County owns the Coxe Avenue Parking Garage (address: 11 Sears Alley). Monthly parking rate at this garage is \$85 for an assigned parking space. To make parking more affordable for downtown workers who make \$20 or less per hour on average, the County is considering a **reduced parking rate of \$40 a month** for 150 parking spots designated in the garage.

On a scale of 1 to 5, how likely are you to apply to this program?



***Average response rate:
4 Likely to Apply***

- The rate was lower
- Safety were improved
- Additional spots were offered in other areas of downtown





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 1, 2022

New Business

Department: Budget

Presenter(s): John Hudson, Budget

Contact(s): Matt Evans, Finance

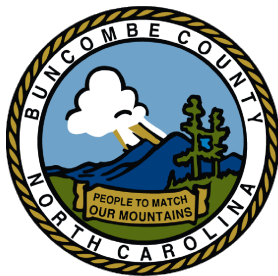
Subject: School Capital Fund Commission Fiscal Year 2023 Project Recommendations

Brief Summary: At the October 10, 2022 School Capital Fund Commission meeting, the Commission approved for recommendation to the Board of Commissioners \$31,185,440 of new and expanded projects for the Fiscal Year 2023 School Capital Fund Commission Funding Cycle. \$10,600,440 is recommended for Asheville City Schools, of which \$4,440,920 will be used to increase the existing FY22 Herring project budget to complete HVAC repairs. \$20,585,000 is recommended for Buncombe County Schools. The School Capital Fund Commission considers prioritized project requests from both school systems and recommends funding based on health & safety, legal requirements, cost, and improvement of the educational environment. Buncombe County will issue debt and will pay for the debt service using the Article 39 sales tax designated for the School Capital Fund Commission.

Recommended Motion & Requested Action: Approve budget amendment

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

ORDINANCE #22-11-03



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

BOARD MEETING DATE: November 1, 2022

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

NOW THEREFORE,

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

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

ADOPTED this 1st day of November, 2022

Project Name:	Recommendations
----------------------	------------------------

Description:

At the October 10, 2022 School Capital Fund Commission meeting, the Commission approved for recommendation to the Board of Commissioners \$31,185,440 for new and expanded projects for the Fiscal Year 2023 School Capital Fund Commission Funding Cycle. \$10,600,440 is recommended for Asheville City Schools, of which \$4,440,920 will be used to increase the existing FY22 Herring project budget to complete HVAC repairs. \$20,585,000 is recommended for Buncombe County Schools. These projects are listed on the next page.

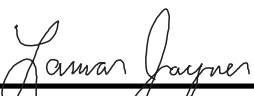
Funding Source:

Buncombe County will issue debt and will pay for the debt service using the Article 39 sales tax designated for the School Capital Fund Commission.

Exhibit A:		Increase (Decrease)	
Account Description	Revenues	Expenditures	
Fund 326 - Bond Proceeds	\$ 31,185,440		
Fund 326 - Multiple ACS Schools - Safety and Security Concerns		\$	110,000
Fund 326 - Herring - 2022 SCFC Cycle Campus Wide Projects		\$	4,440,920
Fund 326 - Asheville High - Gym Bleachers & Lighting		\$	549,080
Fund 326 - Asheville High - Main Building Auditorium		\$	5,341,805
Fund 326 - Montford School - Water, Sewer Lines, Abatement		\$	158,635
Fund 326 - Multiple BCS Schools - High Priority Security Upgrades		\$	660,000
Fund 326 - Multiple BCS Schools - Tech Infrastructure Upgrades		\$	6,400,000
Fund 326 - Priority School 1 - Lobby Security Upfit		\$	1,800,000
Fund 326 - Avery's Creek Elem - Queueing Drive		\$	2,750,000
Fund 326 - Priority School 2 - Lobby Security Upfit		\$	950,000
Fund 326 - Reynolds High - Track Replacement		\$	1,800,000
Fund 326 - Erwin High - Replace Window Walls		\$	850,000
Fund 326 - Avery's Creek Elem - Reroofing Phase 4 of 6		\$	750,000
Fund 326 - Reynolds High School - Chiller Replacement		\$	350,000
Fund 326 - Glen Arden Elem - Fire Alarm Replacement		\$	400,000
Fund 326 - Pisgah Elem - Fire Alarm Replacement		\$	250,000
Fund 326 - Weaverville Elem - Energy Management System		\$	450,000
Fund 326 - Enka High - Sewer Upgrades - Phase 2		\$	200,000
Fund 326 - Emma Elem - Paving		\$	350,000
Fund 326 - Fairview Elem - Paving		\$	250,000
Fund 326 - Pisgah Elem - Paving		\$	325,000
Fund 326 - Reynolds High - Tennis Courts		\$	1,400,000
Fund 326 - Cane Creek - Energy Management System		\$	650,000
TOTAL	\$ 31,185,440	\$	31,185,440

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board