# Board of Commissioners' Agenda

## October 19, 2021

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.

### Call To Order top

### Discussion / Adjustment / Approval To Follow Agenda top

### Consent Agenda top

- Approval of October 5, 2021 Special Meeting Minutes
- Approval of October 5, 2021 Briefing Minutes
- Approval of October 5, 2021 Regular Meeting Minutes
- Approval of State Lottery Project Application – Buncombe County Schools – Application for AC Reynolds Stadium Lighting
  - Application
- Approval of Architectural & Engineering Services Contract for Renovations to the Health and Human Services Building Located at 40 Coxe
- Resolution Authorizing the Interlocal Agreement with the Buncombe County Board of Education for the Maintenance and Operation of the Pool Located at T.C. Roberson High School
  - Resolution
  - Agreement
- Resolution Authorizing the Interlocal Agreement with City of Asheville for the Regional Air Quality Agency
  - Resolution
  - Agreement
- Budget Amendment for Visit NC Farms App Expansion Funding
  - Ordinance

## Public Comment top

## Good News top

- Buncombe County Honored with ICMA Certificate of Distinction in Performance Management
- Recipient of the 2021 Order of the Long Leaf Pine Society - Commissioner Al Whitesides

## Presentations top

- Buncombe County Sports Park Update
  - More Information
- Financial Quarterly Report - FY21 Fourth Quarter
  - Report
  - More Information
- Financial Quarterly Report - FY22 First Quarter
  - Report
  - More Information

## Public Hearings top

- Resolutions Authorizing the Refund of Overpayment of Excise Taxes in the Amounts of $176.00 and $680.00 to the Reed Law Firm
  - Resolution (Ashkat Realty, LLC)
  - Resolution (Mary Hollis and Brian McKeown)

## County Manager's Report top

- City of Asheville Community Reparations Commission Update

## Old Business top

## New Business top

- Budget Amendment for Family Justice Center Grant Funding - DOJ Office of Violence Against Women

Grant FY2022

- Ordinances

- Budget Amendment for Eight Conservation Easement Projects
  - Ordinance
  - More Information

- Environmental and Energy Stewardship Subcommittee Resolutions
  - Resolution for Commitment to Clean Vehicles
  - Resolution Supporting Feasibilty Analysis of On-site Solar for Schools

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## Board Appointments top

- County Board of Adjustment
  - Carol McCrory
  - James Reato

- Juvenile Crime Prevention Council
  - Angel Redmond

- Ad Hoc Reappraisal Committee
  - Debbie Lane
  - Miriam McKinney
  - Jonathan Hunter
  - Brooks Johnston
  - Brenda Mills
  - Bobbette Mays
  - Emil Revala
  - Dewayne McAfee
  - Maui Vang
  - Ryan Maccubbin
  - Ori Baber
  - Howard Berkowitz
  - Bob Heckman
  - Melanie Pitrolo

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## Announcements top

- November 2 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.

- November 2 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

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## Closed Session / Open Session

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## Adjournment

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**MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF OCTOBER 19, 2021 AT 5 P.M.**

**BE IT REMEMBERED:** That the Board of Commissioners met in regular session on October 19, 2021, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Donald Warn, Finance Director; Jennifer Barnette, Budget Director; Sharon Burke, Human Resources Director; Mike Mace, General Services Director; Keith Miller, Tax Assessor; Tim Love, Intergovernmental Relations; Rafael Baptista, Strategy & Innovation Director; Peyton O'Conner, Recreation Services Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

## PLEDGE OF ALLEGIANCE

## CONSENT AGENDA

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

- Approval of October 5, 2021 Special Meeting Minutes
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    - Resolution
    - Agreement
- Budget Amendment for Visit NC Farms App Expansion Funding
    - Ordinance

## PUBLIC COMMENT

Don Yelton questioned the Board's equal representation of the entire County.

Corey McVay, Althea Bennett, Sarah Duffer, Judy Mattox, and Everett Pittillo expressed their support for the feasibility study on solar panels on educational facilities.

Teresa Rhinehart stated that seniors were not safe and questioned the Boards' priorities.

Gloria Michael and Makena James expressed that they opposed the COVID mask mandate.

## GOOD NEWS

- **Buncombe County Honored with ICMA Certificate of Distinction in Performance Management**

Rafael Baptista, Strategy & Innovation Director, provided details of the honor and expressed his appreciation for the work of the Performance Management team.

- **Recipient of the 2021 Order of the Long Leaf Pine Society - Commissioner Al Whitesides**

Chairman Newman and the commissioners recognized Commissioner Whitesides' achievement.

## PRESENTATIONS

- **Buncombe County Sports Park Update**

Peyton O'Conner, Recreation Services Director, explained the current agreement for the maintenance of competition quality soccer fields at the Buncombe County Sports Park. In the interest of ensuring equity and a level playing field for local athletic groups, Buncombe County Recreation Services is seeking to release a Request for Proposals that would allow qualified nonprofit entities to submit proposals for the operation of the athletic fields at Buncombe County Sports Park.

TJ Finger, Andrew Zetterholm, Robert Role, Jennifer Mobley, Bryan Tompkins, and Kristie Bivins, expressed their frustration with the managing of County Sports Park soccer fields.

Lisa May provided her support for ABYSA's management of the County Sports Park soccer fields.

- **Financial Quarterly Report - FY21 Fourth Quarter**

Don Warn, Finance Director, presented the FY21 Fourth Quarter Report with an update on revenues and expenditures.

- **Financial Quarterly Report - FY22 First Quarter**

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

## PUBLIC HEARINGS

- **Resolutions Authorizing the Refund of Overpayment of Excise Taxes in the Amounts of $176.00 and $680.00 to the Reed Law Firm**

Michael Frue, Senior Staff Attorney, explained that the Reed law firm mistakenly recorded two deeds in Buncombe County, twice. As a result, it paid two excise tax payments to Buncombe County in the amounts of $176.00 and $680.00 in error.

The Chairman opened the hearing at 6:45 p.m.

The hearing was closed at 6:46 p.m.

Commissioner Sloan moved to approve both resolutions as presented. Commissioner Edwards seconded the motion and it passed 7-0.

## COUNTY MANAGER'S REPORT

Avril Pinder, County Manager, updated the Board on the upcoming elections in Woodfin and Weaverville and the activities of the Comprehensive Plan.

Debra Clark Jones, TEQuity, LLC President, provided an information session on the City of Asheville's Community Reparations Commission.

## NEW BUSINESS

- **Budget Amendment for Family Justice Center Grant Funding - DOJ Office of Violence Against Women Grant FY2022**

Jennifer Barnette, Budget Director, explained the budget amendment.

Commissioner Sloan moved to accept the grant as presented. Commissioner Wells seconded and the motion passed 7-0.

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

- **Budget Amendment for Eight Conservation Easement Projects**

Jennifer Barnette, Budget Director, explained the budget amendment and Ariel Zijp, Farmland Preservation Program Manager, detailed the projects.

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

- **Environmental and Energy Stewardship Subcommittee Resolutions**

Chairman Newman introduced and summarized the resolutions on the use of clean vehicles and solar panels on educational facilities. Maggie Ullman expressed support for the feasibility study on solar panels for educational facilities and the use of clean vehicles. Son Kim discussed the effects of climate change.

Commissioner Edwards moved to approve the resolution for the feasibility study on solar panels for educational facilities as presented. Commissioner Wells seconded the motion and it passed 7-0.

Commissioner Sloan moved to approve the resolution on the use clean vehicles as presented. Commissioner Wells seconded the motion and it passed 7-0.

## BOARD APPOINTMENTS

Chairman Newman moved to appoint, by general consensus of receiving the most votes, **Carol McCrory** (alternate) to the **County Board of Adjustment**.

Commissioner Beach-Ferrara moved to appoint **Angel Redmond** (at-large), to the **Juvenile Crime Prevention Council**. Commissioner Edwards seconded and the motion passed 7-0.

Commissioner Pressley moved to appoint **Debbie Lane** (Equalization & Review Board)**, Miriam McKinney** (Equalization & Review Board)**,** and **Brenda Mills** (Equity & Inclusion) to the **Ad Hoc Reappraisal Committee**. Commissioner Wells seconded and the motion passed 7-0.

## ANNOUNCEMENTS

The Chairman made the following announcements:

- *November 2 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*

- *November 2 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

## CLOSED SESSION

Vice Chair Whitesides moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters and NCGS 143-318.11(a) (5) to hear contract or lease matters with no possible action anticipated following the closed session. Commissioner Sloan seconded and the motion passed 7-0.

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

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

Commissioner Beach-Ferrara moved to adjourn the meeting. Commissioner Edwards seconded and the motion passed 7-0. The meeting was adjourned at 8:40 p.m.

LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS

BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Consent Agenda**

**Department:** Budget **Presenter(s):** Jennifer Barnette, Budget

**Contacts:** Tina Thorpe, Buncombe County Schools
Jennifer Barnette, Budget

**Subject:** State Lottery Project Applications – Buncombe County Schools – AC Reynolds High School Stadium Lighting

**Brief Summary:**

Buncombe County Schools is requesting to apply for a total of $875,000 from the Public School Building Capital Fund – North Carolina Education Lottery.

The funds will be for planning/design and replacement of stadium lights and poles with LED fixtures to meet 30 footcandle lighting level requirements of the North Carolina High School Athletic Association.

The Buncombe County Schools Board of Education has approved the request to make the application.

After this lottery application, the remaining unallocated balance of the North Carolina Education Lottery - Public School Building Capital Fund for Buncombe County Schools will be $2,409,703.57.

**Recommended Motion & Requested Action:**

Support the approval of the request.

**County Manager's comments and Recommendation:**

County Manager recommends as presented.

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

Approved: _____

Date: _____

County: Buncombe

LEA: Buncombe County Schools #110

Address: 175 Bingham Rd. Asheville, NC 2880

Contact Person: Tina Thorpe

Title: Chief Financial Officer

Phone: 828-255-5943

Project Title: Stadium Light Replacement

Location: AC Reynolds High School

Type of Facility: School Building

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

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

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

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

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

Short description of Construction Project: Replace stadium lights and poles with LED fixtures to meet 30 FC requirement of the NCHSAA

Estimated Costs:

| | | |
|---|---|---|
| Purchase of Land | $ | |
| Planning and Design Services | | 30,000.00 |
| New Construction | | |
| Additions / Renovations | | |
| Repair | | 845,000.00 |
| Debt Payment / Bond Payment | | |
| TOTAL | $ | 875,000.00 |

Estimated Project Beginning Date: 11/01/2021

Est. Project Completion Date: 03/01/2022

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 875,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

Ann B. Franklin 10/8/21

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

BUNCOMBE COUNTY SCHOOLS
PREPARING STUDENTS FOR THEIR TOMORROW

Tony Baldwin, Ed.D., Superintendent

175 Bingham Road, Asheville, NC 28806
P 828.255.5921 F 828.255.5923
www.buncombe.k12.nc.us

MEMO TO: Dr. Tony Baldwin
Superintendent

FROM: Clark Wyatt
Director of Maintenance

DATE: September 28, 2021

**SUBJECT: AC Reynolds High School Stadium Lights: Authorization of Lottery Application**

The existing stadium lights at AC Reynolds High School serve both the baseball field and the stadium. The North Carolina High School Athletic Association has recently required all stadiums hosting playoff football games to have minimum 30 footcandles lighting levels. AC Reynolds High School stadium is below that level.

Comparable lighting upgrades have been made at other BCS traditional high schools in conjunction with replacement of their tracks. Utilization of lottery funds is recommended as the best way to expedite the design and installation to both meet the NCHSAA requirements and to avoid disruption to regular stadium uses. The lottery fund will maintain an acceptable balance after funding this project according to Ms. Thorpe, Buncombe County Schools Chief Finance Officer.

**RECOMMENDATION:** Authorize execution of an application for use of lottery funds in the amount of $875,000 for the AC Reynolds High School Stadium and Baseball Field Lights.

Attachment: Lottery Application

CC: Mr. David Ball, District Athletic Specialist
Mr. Tim Fierle, Director of Facilities
Mr. Joe Hough, Assistant Superintendent
Ms. Tina Thorpe, Chief Finance Officer

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Consent Agenda**

**Department:** General Services **Presenter(s): Scott Metcalf**

**Contact(s):** Scott Metcalf

**Subject:** Architectural & Engineering services contract with Creech & Associates Architects for Renovations to the Health and Human Services Building located at 40 Coxe Ave.

**Brief Summary:**

The FY22 40 Coxe Interior Renovation project originated from our Comprehensive Facility Plan and consists of renovating some interior spaces to facilitate moving most of the Health and Human Services divisions into that building except for DSS Legal Staff who will be located in suite 801 of the Courthouse. In order to proceed architectural services are needed to design the work areas to best accommodate workflow. Architectural services include the following:

- Assist Buncombe County and HHS in evaluating the space and developing the most efficient layout for additional office space to accommodate county wide space planning initiatives.
- Reconfigure offices spaces to allow for private and/or shared offices and flexible shared spaces.
- Study an option for an accessible interior circulation to Veteran's Services
- Explore options for Greenspace to accommodate Child Protective Service visitations
- Provide a cost estimate for the project
- Provide bid documents for the project

On May 13th, 2021, General Services released a Request for Qualifications (RFQ) for the selection of a firm. Submittals were received and scored by General Services. Creech & Associates scored the highest of the firms that submitted designer qualifications. As a result, staff negotiated a contract with Creech & Associates for $103,000. Creech & Associates will work together with County Staff to develop the scope of work, construction documents, and ensure that the project is completed within budget and satisfactorily to Buncombe County. This project is estimated to take 14 months to complete.
The cost of this work will be paid from the 40 Coxe capital fund.

**Recommended Motion & Requested Action:**
Recommend executing the Design Contract with Creech & Associates.

**County Manager's comments and Recommendation:** Recommends approval.

**AGREEMENT FOR**
**DESIGN CONSULTANT SERVICES**

This Agreement for Design Consultant Services is made, and entered into this the 4th day of October 2021, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and Creech & Associates, (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 1000 W. Morehead St, Suite 120, Charlotte, NC 28208.

For Professional Services in connection with the Project known as:
Buncombe County Government
HHS Building Renovations

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

## 1. ARTICLE 1
## DEFINITIONS

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

1.1. Project. The Project shall be as described above.

1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7; Attachment A to the extent there is no conflict; and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.

1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement. This Agreement shall Control if there is a conflict.

1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.

1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

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

## 2. ARTICLE 2
## RELATIONSHIP OF THE PARTIES

2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.

2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.

2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.

2.4. Design Consultant Representation.

2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.

2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.

2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

## 3. ARTICLE 3
## BASIC SERVICES

3.1. **Scope of Services**.

3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.

3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.

3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase**.

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

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

3.3. **Construction Document Phase**.

3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

3.3.2. The Design Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. **Permitting and Bidding/Negotiation**.

3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.

3.4.3. *Intentionally left blank for numbering purposes.*

3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.

3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.

3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.

3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement

3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.

3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. **Construction Phase**.

3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.

3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.

3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).

3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.

3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.

3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.

3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.

3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.

3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.

3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.

3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

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

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

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

3.6. **Final Completion of Design Services**.

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

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

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

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

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

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

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

3.7. **Serving as Witness**.

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

3.8. **Construction Warranty**.

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

## 4. ARTICLE 4
## COMPENSATION

4.1. **Basic Services Compensation**.

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

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of $103,000.00.

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

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

4.2. **Payments to the Design Consultant**.
Payments on account of the Design Consultant shall be made as follows:

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

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

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

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

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

4.3. Additional Services Compensation.

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

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

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

4.4. Accounting Records.

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

## 5. ARTICLE 5
## PERIOD OF SERVICE

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

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

5.2. Time is of the essence in this Agreement.

## 6. ARTICLE 6
## OWNER'S RESPONSIBILITIES

6.1. The Owner shall provide full information regarding the requirements for the Project.

6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.

6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.

6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.

6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.

6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

## 7. ARTICLE 7
## ADDITIONAL SERVICES

7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:

7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.

7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

7.1.3. Providing planning surveys or alternative site evaluations.

7.1.4. Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.

7.1.5. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

## 8. ARTICLE 8
## NOTICES

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

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

To Design Consultant:
Creech & Associates
1000 w. Morehead St., Suite 120
Charlotte, NC 28208

## 9. ARTICLE 9
## INSURANCE

9.1. Insurance

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

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

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

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

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

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

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

**Additional Insurance Provisions.**

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

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

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

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

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

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

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

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

## 10. ARTICLE 10
## INDEMNIFICATION

10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

## 11. ARTICLE 11
## DISPUTE RESOLUTION PROCEDURE

11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.

11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.

11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

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

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

12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.

12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.

12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.

12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.

12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.

12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

## 13. ARTICLE 13
## SUCCESSORS/ASSIGNMENT

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

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

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

14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.

14.2. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Owner's reserved rights.

## 15. ARTICLE 15
## ADDITIONAL PROVISIONS

15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.

15.3. The Design Consultant shall follow all applicable federal, state, and local laws.

15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.

15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.

15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

15.13. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

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

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

_____

**Don Warn, Buncombe County Chief Financial Officer**

**DESIGN CONSULTANT:**
**CREECH & ASSOCIATES**

By: _____

Title: Principal

Date: 10/7/21

**OWNER:**
**COUNTY OF BUNCOMBE**

By: _____

Title: _____

Date: _____

Attachment A

CREECH & ASSOCIATES

1000 W. Morehead St., Suite 120
Charlotte, NC 28208
P 704.376.6000
F 704.376.5550
W WWW.CREECH-DESIGN.COM

212 Center Street
Mount Pleasant, SC 29464
P/F 843.789.4542
W WWW.CREECH-DESIGN.COM

August 20, 2021

Mr. Ronald Lunsford
Facilities and Construction Coordinator
Buncombe County Government
General Services Department
40 McCormick Place
Asheville, NC 28801

Re: **Architectural & Engineering Services for HHS Building Renovations**

Mr. Lunsford,

**Creech & Associates, PLLC** is pleased to present this proposal for architectural and engineering services for the design of the above referenced project. The following assumptions are based upon the scope outlined in the RFQ and further discussed in the virtual meeting that was held on August 9, 2021.

## SCOPE OF WORK

The project is currently stated to be an interior renovation to the existing HHS facility located at 40 Coxe Road that includes space in both the 3-story and 7-story buildings. Specific components if the project will include the following:

- Assist Buncombe County and HHS in evaluating the space and developing the most efficient layout for additional office space to accommodate county wide space planning initiatives.
- Reconfigure offices spaces within the scope boundary identified in Attachments A-D to allow for private and/or shared offices and flexible shared spaces.
- Study an option for an accessible interior circulation to Veteran's Services
- Provide a cost estimate for the project
- Provide bid documents for the project

It is our understanding that the project will be delivered using a traditional Design/Bid/Build method. We understand that the total project budget established for this project is $1,200,000.

## CONSULTANT TEAM

The consultant team will be as follows:

- Sud Associates — Fire Protection, Plumbing, Mechanical and Electrical Engineering
- HarrisCost — Cost Estimator

The design team will also coordinate with owner's AV, IT and security vendor.

## SERVICES INCLUDED

1. **Advanced Planning Phase**

   A. Project Startup and Kickoff Meeting with the Advisory Committee

      - Coordinate project scope and schedule with the Advisory Committee

- Receive from the county various data required and requested to initiate the study: organizational charts, CAD files, any facility condition studies, and drawings of existing facilities.
- Initiate project ShareFile site for data transfer

B. Profile Departments & Conduct Staff Interviews

- Interview the department heads for the user groups located in the facility

C. Facility Documentation and Verification

- Utilize county provided hard copies of the existing building to generate digital base plans
- Field verify the facility to create a current set of floor plans that identify each department's footprint within the building

D. Forecast Future Personnel

- Analyze data from alternate sources including the county database that contain growth indicators applicable to staff growth benchmarking
- Create tables that compare multiple growth metrics
- Utilize the selected forecasting metric to illustrate growing space needs in five-year increments for the next twenty years
- Apply the growth logic to support spaces and offices or expansion strategies

E. Identify Space and Infrastructure Needs

- Create a comprehensive list of spaces for each department that accounts for current staff and future projections including support spaces

**2. Schematic Design Phase**

A. Schematic design services per the NC Building Code, City of Asheville, and Buncombe County requirements.

B. Schematic design will consist of 2 floor plan options

C. MEP consultant will provide a narrative for their scope of work to assist with developing the cost estimate.

**3. Schematic Design Cost Estimating**

A. The design team will have an independent professional cost estimator provide a budget cost based upon the information resulting from the Advance Planning and Schematic Design phases of this project.

B. The design team will assist the estimator by answering questions during the SD budgeting exercise.

**4. Design Development/Construction Documents Phase**

A. Design development will start once the owner provides written confirmation on the selected option to develop further.

B. Design development and construction document services per the NC Building Code, City of Asheville, and Buncombe County requirements.

C. During the design development phase, the design team will incorporate any changes that were identified based upon any value engineering selected during the SD cost estimating phase.

D. Construction documents will define the remaining portions of the work.

E. Audio visual design would be based upon the floor plans and the requirements of the users. Drawings and specifications would be provided.

F. Interior design services for the selection of finishes.

G. Code required interior signage

H. The design team will hold a meeting to discuss audio-visual requirements based upon the floor plans and the requirements of the users. The design team would then coordinate with the owner's AV vendor to provide pathways for the devices required.

I. The design team will hold a meeting to discuss IT with the county's IT vendor to illustrate the requirements of the users. The design team would then coordinate with the owner's IT vendor to provide pathways for the devices required.

J. Specifications per the NC Building Code and Buncombe County requirements.

**5. Bidding Phase**

A. Provide drawings to plan review agencies per city, county, and state requirements.

B. Answer request for information forms (RFI) during the bidding process.

C. Review substitution requests

D. Facilitate public bid opening per Buncombe County and best industry practices.

E. Assist in evaluating the bid tabulations.

**6. Construction Administration**

A. Construction observation for an assumed 6-month construction period that includes monthly Owner/Architect/Contractor meetings during construction, typically combined into one site visit.

B. Reviewing Submittals

C. Responding to RFIs

D. Reviewing and approving pay applications.

## SERVICES EXCLUDED (May be considered for additional services)

1. Specialty consultants other than those listed above (includes but is not limited to vibration consultants, security consultants, acoustical consultants, data consultants, etc.).
2. Furniture, fixtures, and equipment procurement.
3. LEED administration services including coordination of disciplines for basic certification
4. Commissioning services and reviews. The code required commissioning service if you choose can be provided by the design team's engineers for an additional fee.

5. Design revisions and/or Value Engineering after bids are received and within 5% of the approved budget.
6. Special inspections and material testing or Phase II testing.

## ARCHITECTURAL AND ENGINEERING FEES

The design fees for the project will be based on 10.0% of the construction cost, with an estimated construction budget of $960,000. This will serve as the fee structure until the end of the schematic design phase, and if the estimated costs align at the conclusion of that phase, through the completion of construction administration. Should the estimated construction costs be higher than $960,000 the fee for schematic design and the remaining phases will be increased accordingly. Should the estimated construction costs be lower than $960,000 no decrease to the fee will be incurred.

| | |
|---|---|
| Traditional Basic Design Services | $ 96,000.00 |
| Advanced Planning Services | $ 5,000.00 |
| Professional Cost Estimating | $ 2,000.00 |
| **Total Lump Sum Fee:** | **$ 103,000.00** |

*Creech & Associates is prepared to customize the scope of work and subsequent fee to align with any existing budget parameters the County may have related to the project.*

## SCHEDULE

The anticipated proposed project schedule is as follows:

| | |
|---|---|
| Advance Planning | One (1) month |
| Schematic Design: | Two (2) months |
| Design Development/Construction Documents | Three (3) months |
| Bidding: | Two (2) months |
| Construction Administration: | Six (6) months *estimate only* |

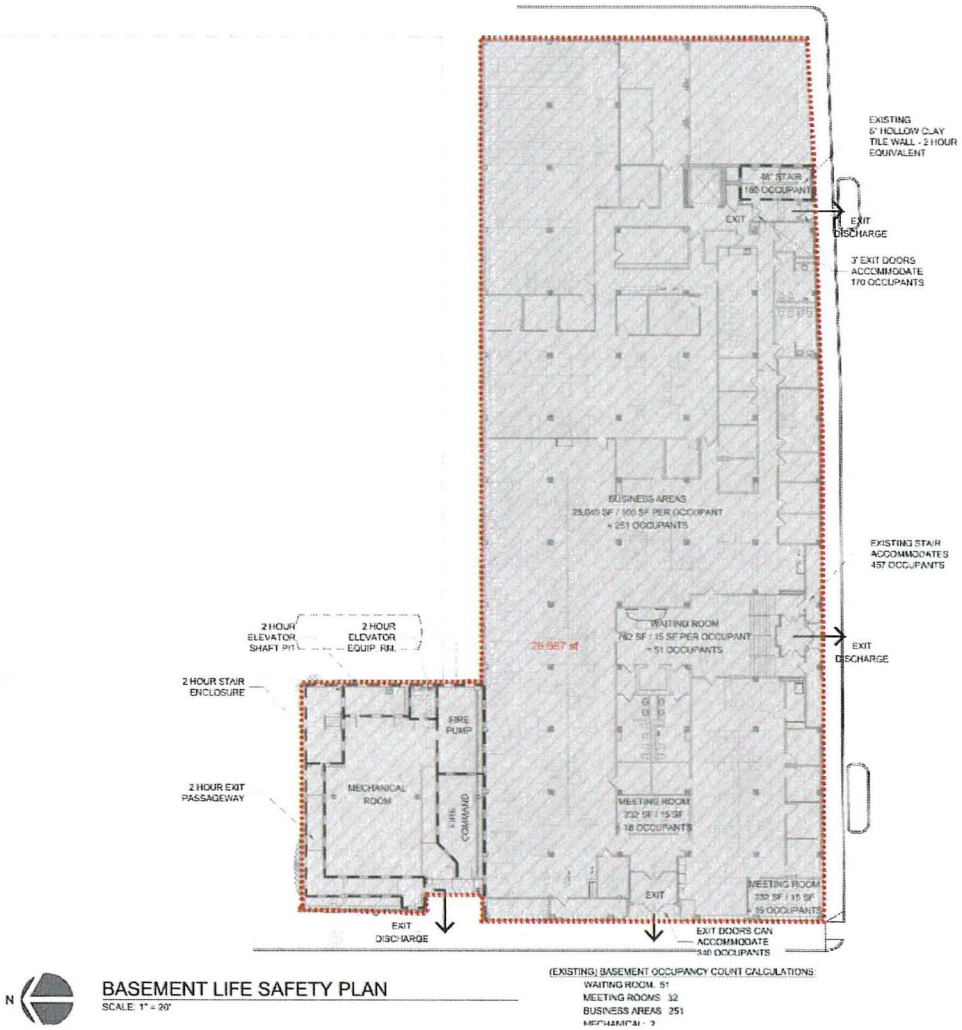
Again, Creech & Associates is enthusiastic to be involved in this very exciting project and looks forward to proceeding upon approval. Please do not hesitate to call if you have any questions. If you agree with this proposal, we are prepared to issue an AIA contract vehicle or review the Buncombe County contract for services, to which this proposal can be integrated.

Very Truly Yours:
Creech & Associates, PLLC

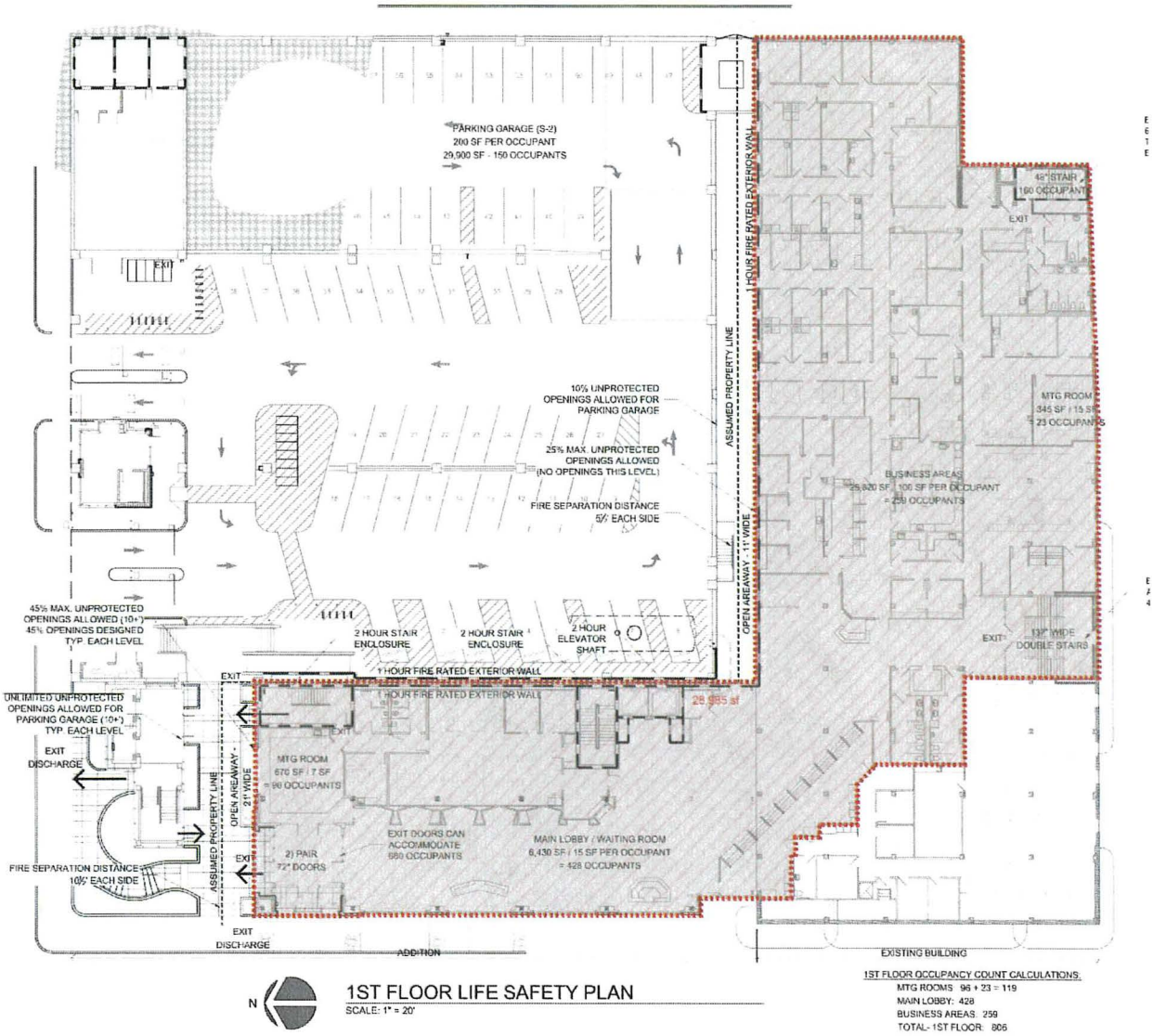
John Crawford
Principal

Cc: File

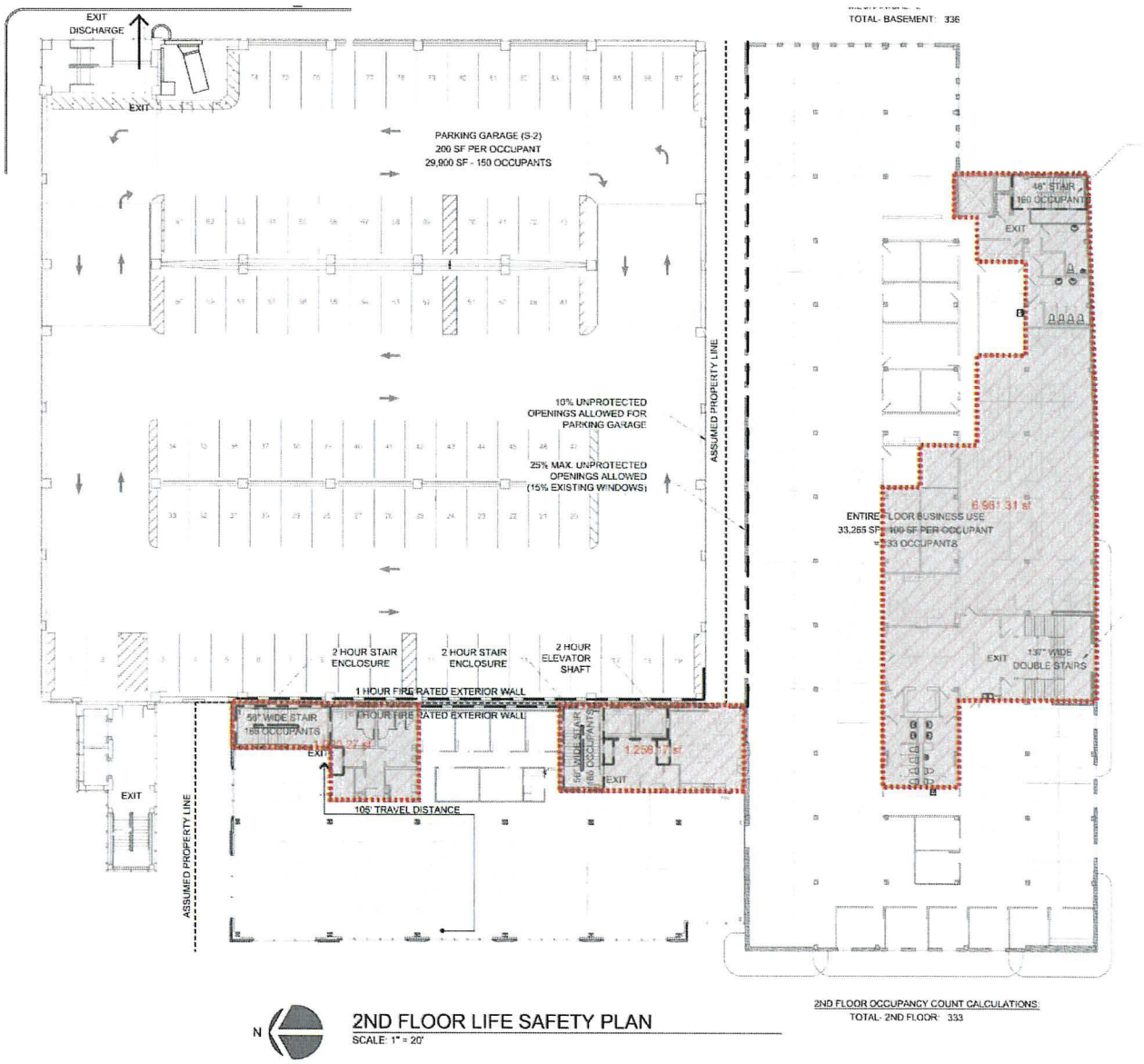
**Attachment A: Basement Floor Plan Scope Diagram**
(Areas within hatched boundary are excluded from the scope of work)



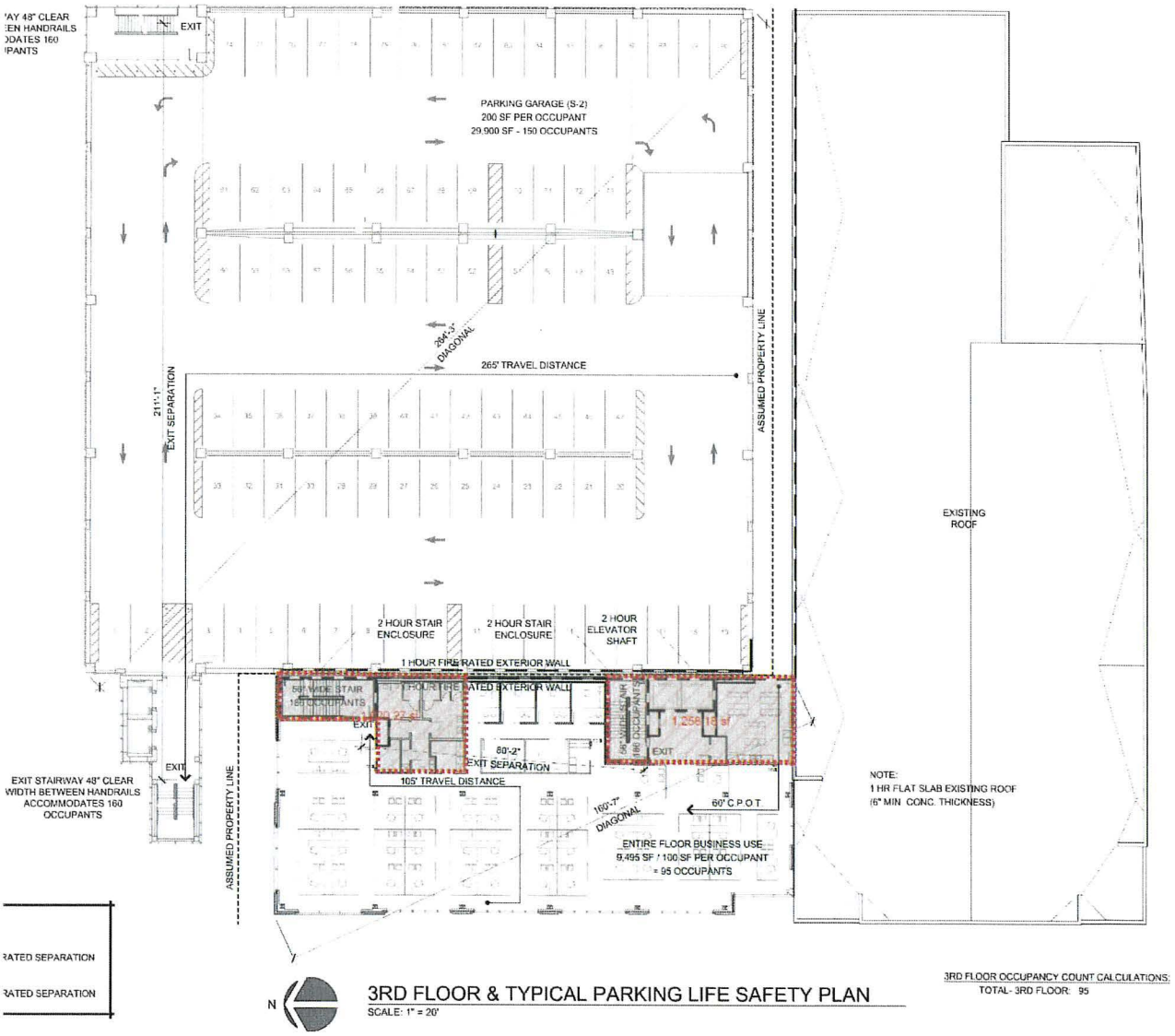
**Attachment B: First Floor Plan Scope Diagram**
(Areas within hatched boundary are excluded from the scope of work)



**Attachment C: Second Floor Plan Scope Diagram**
(Areas within hatched boundary are excluded from the scope of work)



**Attachment D: Third - Seventh Floor Plan Scope Diagram**
(Areas within hatched boundary are excluded from the scope of work)



# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Consent Agenda**

**Department:** Recreation Services

**Presenter(s):** Peyton O'Connor

**Contact(s):** Peyton O'Connor / Michael Frue

**Subject:** Interlocal Agreement for the Maintenance and Operation of the Pool Located at T.C. Roberson High School

**Brief Summary:** through a series of resolutions, agreements, and informal arrangements, and over the course of over 13 years, Buncombe County and The Buncombe County Board of Education (the "School Board") have partnered to design and construct a New Swim Facility located at T.C. Roberson High School. The County and the School Board now desire to memorialize the terms of an agreement for the operation, maintenance and use of this New Swim Facility.

Staff recommends review of this Agreement in three years to analyze costs, benefits, and efficiencies.

**Recommended Motion & Requested Action:** Approve the attached Interlocal Agreement Between the County of Buncombe and The Buncombe County Board of Education for the Maintenance and Operation of the Pool located at T.C. Roberson High School.

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

RESOLUTION NO. 21-10-07

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND THE BUNCOMBE COUNTY BOARD OF EDUCATION FOR THE MAINTENANCE AND OPERATION OF THE POOL LOCATED AT T.C. ROBERSON HIGH SCHOOL

WHEREAS, in 2008 Buncombe County (the "County") conveyed the property where the old swimming facility known as the Zeugner Center ("Zeugner Pool") was located to The Buncombe County Board of Education (the "School Board") as evidenced by instrument recorded January 23, 2008 in Book 4514, Page 1728 Buncombe County Registry (the "Exchange Deed");

WHEREAS, the Exchange Deed provided for a property swap between the County and the School Board for the location a New Swim Facility, construction, maintenance, and operations of the New Swim Facility, demolition of the Zeugner Pool, and salvage of personal property and fixtures;

WHEREAS, the County and School Board agreed that the Zeugner Pool had exceeded its useful lifespan and by separate agreement funding was set aside for the construction of a New Swim Facility in Buncombe County which was tentatively set to be completed by June 30, 2017;

WHEREAS, a New Swim Facility was completed in the Spring of 2019, and the School Board previously determined that it may retrofit the Zeugner Pool building rather than have the County proceed and demolish it for use as a storage facility;

WHEREAS, through a series of resolutions, agreements, and informal arrangements, the County and the School Board have cooperated in complying with the terms of the Exchange Deed and now desire to memorialize the terms of an agreement for the operation, maintenance and use the New Swim Facility; and

WHEREAS, this Board of Commissioners is of the opinion that it is in the best interest of citizens and residents of Buncombe County to enter into this proposed Interlocal Agreement with the School Board.

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

1. That the Chairman and the County Manager, or either of them, are hereby authorized to execute the attached Interlocal Agreement Between the County of Buncombe and The Buncombe County Board of Education for the Maintenance and Operation of the Pool located at T.C. Roberson High School.

2. That all acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

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

Adopted this 19th day of October, 2021.

ATTEST:

Lamar Joyner, Clerk to the Board

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM:

County Attorney

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND THE BUNCOMBE COUNTY BOARD OF EDUCATION FOR THE MAINTENANCE AND OPERATION OF THE POOL LOCATED AT T.C. ROBERSON HIGH SCHOOL**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of October 2021 by and between the County of Buncombe, North Carolina (the "County") and the Buncombe County Board of Education (the "School Board").

W I T N E S S E T H

WHEREAS, by instrument recorded January 23, 2008 in Book 4514, Page 1728 Buncombe County Registry [the "Exchange Deed" a copy of which is attached hereto for ease of reference], the County conveyed to the School Board approximately 11.87 acre tract of land located at 82 Springside Road, Asheville, Buncombe County, North Carolina, 28803, adjacent to T.C. Roberson High School (hereinafter referred to as the "Property");

WHEREAS, concurrently with said Exchange Deed the County agreed to construct, maintain, insure, and operate the indoor swimming facility located on the Property, otherwise known as the Zeugner Center [the "Center"];

WHEREAS, the County acquired a separate, adjacent parcel containing 1.145 acres, more or less, for a negotiated purchase price of $200,000 by deed recorded in Book 5234, Page 522 in said registry and in turn transferred the same to the School Board by deed recorded in Book 5524, Page 1482 is said registry; authority for this transfer was granted by County Resolution #16-02-06 dated February 21, 2017 whereby the Board of Commissioners declared this 1.145 acres surplus, and citing the need for a new aquatics facility approved the conveyance of this property to the School Board; this parcel was combined with other School Board property on the TC Roberson campus and is now the site of the New Swim Facility;

WHEREAS, the County and the School Board desire to memorialize the terms of an agreement for the operation, maintenance and use the New Swim Facility ("Facility"); and

WHEREAS, N. C. Gen. Stat. § 160A-461 allows units of local government to enter into agreements to execute such an undertaking.

NOW THEREFORE, the parties hereto, for and in consideration of the promises and covenants contained in this Interlocal Agreement, the County and School Board agree as follows:

a. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.

b. **Section 3 of the Exchange Deed** titled "Future Conveyance of Property for New Swim Facility" is deleted in its entirety.

c. **Section 4 of the Exchange Deed** titled "Construction of New Swim Facility" is deleted in its entirety and replaced with the following:

i. The School Board informally took over responsibility for the construction of the Facility, and the County has reimbursed the School Board in full based on paid invoices submitted to the County.

ii. Subject to terms and conditions contained herein, the School Board will be solely responsible for maintaining and operating the Facility, and the County will reimburse the School Board based on paid invoices submitted monthly to the County, in an amount not to exceed $142,487 during the first year of this agreement. All invoices shall demonstrate the amounts paid by the School Board for maintaining and operating the Facility less itemized revenues. On an annual basis, the Board will submit a budget of expected expenses and revenue to the County for approval and the County will reimburse the School Board based on monthly invoices submitted to the County in an amount to not exceed that year's annual budget.

iii. The Parties seek to maximize the use of the Facility by community groups and individuals, within the allotted operation and maintenance budget. The School Board shall create a master schedule for the Facility that allows and encourages use by the School Board, community groups, local and state government agencies, and members of the general public. By July 1, 2019, the Parties shall meet to review the budget and programming of the Facility for the preceding six (6) months and determine whether to increase the programming for the 2019-2020 fiscal year. After July 1, 2019, and on an annual basis, the Parties shall meet to review the past year's budget and programming, to determine appropriate programming capacity for the upcoming year, and to develop a schedule for any specific events referenced in this Agreement.

iv. The School Board shall receive first priority in scheduling its uses of the Facility.

v. Asheville City Schools shall be charged the same fees as any school operated by the School Board for use of the Facility.

vi. Beginning in May 2019, the School Board will make every effort to open the Facility to the general public for open swim hours for approximately twelve to fifteen (12-15) hours. Additional nightly hours may be programmed to fill any slots that are not programmed for athletic practices and competitions. In addition, the School Board will coordinate with Buncombe County Recreation Services to allow for swim lessons during the summer months.

vii. The School Board, or its agent, will coordinate with Buncombe County Recreation Services to set appropriate fees for use of the Facility by individual members of the general public.

viii. The School Board, or its agent, will allow Buncombe County Recreation Services to use the Facility for four weekend evenings outside of public availability for community events. These evenings can be requested and negotiated prior to the start of each calendar year to minimize interference with scheduling of athletic programming. All rental and use fees, except for reimbursement for the required number of lifeguards, shall be waived for these four events. .

ix. The School Board will coordinate with Buncombe County Recreation Services to schedule reasonable time for Buncombe County Special Olympics. Such scheduling should provide up to two weekday practice sessions of one hour each. These practices can be negotiated according to scheduling availability, program need, and programmatic constraints. All rental and use fees, except for reimbursement for the required number of lifeguards, shall be waived for Special Olympic events.

x. The School Board shall allow County and other government-sponsored groups (military, emergency services, etc.) to rent and use the Facility, subject to any pre-existing scheduling priorities.

xi. On a quarterly basis, the School Board should provide to Buncombe County Recreation Services reports regarding Facility usage for both public and athletic programming, maintenance issues relative to potential downtimes, all revenues, and user trends.

xii. The County agrees and acknowledges that the School Board may retain a private agency to assist with the operation and management of the pool as may be permitted by State law. The School Board should consider entertaining bids for such services through a Request for Proposals process to be repeated on a regular basis.

xiii. The School Board will maintain property insurance for the Facility, providing coverage for fire, loss or other casualty. The Board shall also maintain comprehensive general liability insurance in the minimum amount of $1,000,000. Nothing in this section shall be construed as a waiver of the School Board's statutory immunity under N.C.G.S. § 115C-524 or its governmental immunity.

d. Hold Harmless / Indemnity: To the extent allowed by law and to the extent such indemnification does not serve to waive the Board's statutory and governmental immunity, the School Board shall indemnify, defend and hold harmless the County and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the School Board or any employee, agent or assign of the School Board in connection with the operations and maintenance of the Facility or its appurtenances. School Board shall indemnify the County in all instances except where the County is primarily negligent through an act or omission. Nothing herein shall be construed as a waiver on the part of the County or School Board to any defense of any claim, including, but not limited to the defense of governmental or statutory immunity. And that the County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to County's self-insured claim policies and North Carolina law.

e. The School Board shall submit to the County regular invoices for the costs incurred by the School Board in the regular operation and maintenance of the Facility; the County shall reimburse the School Board such amounts subject to the annual threshold amount set forth above.

f. Unless otherwise agreed upon by the Parties, the County shall not be responsible for providing its own personnel to operate or manage the Facility or to make necessary repairs on the Facility.

g. **Section 5 of the Exchange Deed** titled "Demolition of Old Swim Facility" is deleted in its entirety and replaced with the following:

- The County hereby agrees to demolish the Old Swim Facility, also known as the Center, at its sole cost and expense and in a reasonably prudent manner to avoid damage to any property or person. In addition, the School Board will have the right and the opportunity to remove all of its swim equipment and other personal property from the Old Swim Facility before it is demolished. In the alternative, if the School Board determines that it would like to keep the building housing the Old Swim Facility intact for other purposes then it may do so.

h. This Agreement may only be modified by the written consent of the Parties.

i. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. Except for those terms and conditions of the Exchange Deed not amended herein, this agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

j. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day and year written below.

**Buncombe County Board of Education**

By: _____ Date: _____
Anne Franklin, Chair

Attest:

_____ Date: _____
Dr. Tony Baldwin, Superintendent
Secretary to the Board

**County of Buncombe**

By: _____ Date: _____
Brownie Newman, Chair

Attest:

_____ Date: _____
Lamar Joyner, Clerk to the Board

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Consent Agenda**

**Department:** Air Quality

**Presenter(s):** Ashley Featherstone, Director

**Contact(s):** Ashley Featherstone

**Subject:** WNC Regional Air Quality Board Interlocal Agreement Amendment Resolution

**Brief Summary:**

At the September 27th meeting of the WNC Regional Air Quality Agency Board of Directors, the members voted to request amendments to the Interlocal Agreement between Buncombe County and the City of Asheville that established the agency and governs its operations. Attached is a resolution to the full Board of Commissioners for consideration. Below is a summary of the proposed amendments.

1. Change name of agency to Asheville-Buncombe Air Quality Agency (ABAQA). Years ago, the Agency represented a region, now it's jurisdiction is the County and the City. "WNC" and "Regional" are no longer representative of the agency.
2. Remove paragraph entitled "facilities" from the agreement. This paragraph states that the agency's office is located at 49 Mount Carmel Road. The agency vacated this space in 2015 and as such, this paragraph is no longer applicable.
3. Amend paragraph that addresses finances to reflect current operations. Buncombe County is providing other services in addition to financial services, which the agency is reimbursing the County for per the indirect cost allocation plan.
4. Delete the paragraph that addresses the Clean Air Community Trust, which was associated with the Agency when the current agreement was written in 2000. The Trust is no longer active and they have not met in the last 10 years. As such, this paragraph is no longer applicable.
5. Update the mission of the agency as approved by the board in Exhibit A. The mission of the Asheville-Buncombe Air Quality Agency is to protect and monitor the area's air quality to safeguard the public health and the environment.
6. Correct other minor typographical errors and a cross reference in the agreement.
7. A line through strike out version of the changes is attached for more information.

**Recommended Motion & Requested Action:** Adopt the resolution.

**County Manager's comments and Recommendation:** Recommends approval.

RESOLUTION NO. 21-10-08

RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ASHEVILLE AND THE COUNTY OF BUNCOMBE FOR THE REGIONAL AIR QUALITY AGENCY

_____

WHEREAS, the Parties are authorized to execute and enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. § 160A-461;

WHEREAS, the WNC Regional Air Quality Agency ("Agency") was initially formed effective July 1, 1970 and was comprised of the Counties of Buncombe and Haywood and the City and Asheville;

WHEREAS, Haywood County withdrew from the arrangement in early 2000 and the program carries on under an Interlocal Agreement between Buncombe County and the City of Asheville;

WHEREAS, a five member board ("Air Quality Board") is appointed by the member entities to oversee the administration and enforcement of the local air pollution control program pursuant to GS §143-215.112;

WHEREAS, three members of the Air Quality Board are appointed by the County and two by the City;

WHEREAS, the Air Quality Board is requesting certain limited amendments to the current Interlocal Agreement due to changes in membership, office location, and obligations;

WHEREAS, the proposed amendments would change the name of the Agency to "Asheville-Buncombe Air Quality Agency," deletes paragraphs that are no longer applicable, updates the mission statement, and corrects minor typographical errors; and

WHEREAS, this Board of Commissioners feels that it is in the best interest of the citizens and residents of Buncombe County to enter into this Interlocal Agreement with the City of Asheville, a copy of which is attached.

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

1. The Chairman and County Manager, or either of them, are hereby authorized to execute the attached Interlocal Agreement.

2. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the

above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

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. That this Resolution shall be upon its adoption.

Adopted this 19th day of October, 2021.

ATTEST:

Lamar Joyner, Clerk to the Board

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM:

County Attorney

## CHAPTER 1 - INTERLOCAL AGREEMENT, ORGANIZATION, ADMINISTRATION

**.0101 INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND THE CITY OF ASHEVILLE TO CREATE A REGIONAL AIR QUALITY PROGRAM. This section, signed June 6, 2000, replaces all previous resolutions regarding the establishment of a regional air agency in Buncombe County and the City of Asheville.**

Commented [AF1]: Update with new date

**WHEREAS,** the County of Buncombe and the City of Asheville have determined that it is in their mutual best interest to establish a regional air quality program pursuant to the provisions of North Carolina General Statutes Section 143-215.112; and

**WHEREAS,** these parties do hereby enter into an interlocal agreement pursuant to the provisions of North Carolina General Statute Sections 160A-461, 160A-464, and 143-215.112 (c) (3) to create the ~~Western North Carolina Regional~~ Asheville Buncombe Air Quality Agency for the purpose of developing and administering an air quality program in their respective jurisdictions.

**NOW THEREFORE,** pursuant to North Carolina General Statutes Section 143-215.112 and 160A-464 the parties hereto do hereby covenant and agree as follows:

a) **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to establish, administer, and enforce a local air quality program for the County of Buncombe and City of Asheville in accordance with the provisions of North Carolina General Statutes Section 143-215.112. To that end and not inconsistent with the applicable law, the County and City approve the Mission Statement attached hereto as Exhibit A.

b) **DURATION OF AGREEMENT:** This Agreement shall become effective upon the later of July 1, 2000 or the date of certification by appropriate State agencies. It shall be automatically renewed for successive one year terms on July 1st of each calendar year unless terminated by either party given written notice of its intention to terminate to the other party no later than the first day of March of the year in which said termination is to become effective.

c) **JOINT AGENCY ESTABLISHED:** Therefore is hereby established a joint agency to be known as the ~~Western North Carolina Regional~~Asheville Buncombe Air Quality Agency. The composition, organization, nature, and powers conferred on the Board of this Agency are set forth as follows:

(1) The Board shall consist of five members, three of whom shall be appointed by the Buncombe County Board of Commissioners and two of whom shall be appointed by the Asheville City Council. Members shall be appointed for six-year staggered terms. Initially, one County appointee and one City appointee shall be appointed for two-year terms. One County appointee and one City appointee shall be appointed for four-year terms, and one County appointee shall be appointed for a six-year term. At the expiration of said terms, all members thereafter shall be appointed for six-year terms. Initial appointments shall be made within thirty days of ratification of this Agreement by both parties.

(2) The Board shall be responsible for its own internal organization such as the selection of a Chair, Vice Chair, and Secretary. The Board shall have authority to appoint a hearing officer who shall hear appeals on violations not settled during the "just cause" process with Agency staff. He or she shall make a recommendation to the full Board (or majority) to settle the violation. The entity issued the citation will have the opportunity to appear before the full Agency Board and present the entity's information and case on the violation in question.

(3) The Board shall have the following duties and responsibilities:

A) To select the Director according to the Buncombe County personnel policies.

B) To advise the Buncombe County Board of Commissioners and Asheville City Council in developing policies and plans to improve air quality programs.

C) To consult with the Director about problems relating to management of the Agency and to approve the budgets for the Agency.

D) To perform the functions and responsibilities enumerated in N.C.G.S~~>~~. 143-215.112(c)(1).

E) To have such other duties and responsibilities as these parties may assign to it.

~~d) **FACILITIES:** From and after July 1, 2000, the Western North Carolina Regional Air Quality Agency shall continue to operate from its current location at 49 Mount Carmel Road in Buncombe County, and shall continue to use the offices and facilities thereon until such time as the facilities are no longer appropriate for Agency staffing needs.~~

~~c)~~d) **PERSONNEL:**

(1) Staff: The parties hereto agree that since the Agency will not have a personnel office nor a personnel plan, that all Agency staff shall follow Buncombe County personnel policies and procedures and ~~become~~ be employees of Buncombe County. To that end, the parties further agree:

A) That the Agency Board will adopt by reference the rules, regulations and procedures applicable to Buncombe County employees for the purpose of personnel administration.

B) Buncombe County's personnel department will administer the position classification plan, leave policies, compensation and benefits and personnel records and reporting requirements of the Agency at the direction of the Agency Director.

C) The Director of the Agency shall have the authority to employ and discharge staff in keeping with the rules, regulations and procedures referenced in subparagraph (1) above.

(2) Director: The Director shall be hired by the Board. The entire Board must be present and vote to hire or fire the Director. The Director of the Agency shall be subject to the Buncombe County personnel plan in all respects except for the fact that he or she shall be hired by the Board and shall serve at the pleasure of the Board, and the Board shall establish his or her terms of employment.

~~d~~e) ~~**FINANCES**~~**COUNTY SUPPORT SERVICES:** Buncombe County will provide all bookkeeping, financial, ~~and~~ payroll, and other services as necessary for the Agency~~., which shall be administered through the Buncombe County Finance Office and the Buncombe County Personnel Office.~~ The Agency will reimburse the County ~~for personnel and financial services~~ in accordance with the County's indirect cost allocation plan that is approved for use for grant funds. The Agency's annual budget shall reflect and maintain a fund balance at least equal to 8% of the Agency's total annual operating budget. The parties hereto anticipate that the Agency will generate sufficient revenues from inspection fees, permits, and federal grants to be self-supporting: but in the event that it is not self-supporting, the Board shall provide the parties hereto at least ninety days notice of any expected shortfall. Each party shall determine if funding is to be made to the Agency from their respective budgets in proportional

to their representation on the Board. If either party declines to provide such funding this failure to contribute shall be considered withdrawal of that party to this Agreement subject to the notice requirements in Paragraphs (2) and (10).

~~g) **CLEAN AIR COMMUNITY TRUST:** The parties acknowledge that the Clean Air Community Trust ("Trust") was established in May of 2001 pursuant to this Agreement as adopted in June of 2000. The Trust may continue to operate, but the parties hereto do hereby relinquish any authority they have with respect to the appointment or approval of members of the Trust Board, or to otherwise control the structure activities, and operations of the Trust; provided, that the Western North Carolina Regional Air Quality Agency Board shall require the Trust to provide an accounting not less frequently than annually for any public money received by the Trust by or through the Agency.~~

~~h)~~f) **OWNERSHIP OF PROPERTY:** The parties hereto agree that the Agency shall not become the owner of any real property and in the event of termination of this Agreement the personal property owned by the Agency will become the property of these parties on a per capita basis.

~~i)~~g) **AMENDMENTS:** This Agreement may be amended by consent of both parties.

~~j)~~h) **TERMINATION:** This Agreement may be terminated as heretofore provided ~~in~~ in Paragraph b). ~~Paragraphs (2) and (6), above~~.

**k) ADDITIONAL REGULATIONS SHALL BE SUBMITTED TO BOTH GOVERNING BODIES:** If the Board should determine that additional regulations not mandated by United States or North Carolina law are necessary for the effective control of air quality, the Board shall summit its recommendation concerning such proposed regulations to the Buncombe County Board of Commissioners and Asheville City Council for their review at least 30 days prior to the Board holding a public hearing to consider adopting said regulations.

*WNCRAQA History Note* *Effective date: from and after September 15, 2000.*
*Amended Eff. November 8, 2021; January 1, 2007.*

# Buncombe County Board of Commissioners

## Request for Board Action

**Meeting Date:** 10/19/2021

**Consent Agenda**

**Department:**
Budget

**Presenter(s):**
Jennifer Barnette, Budget

**Contact(s):** Jennifer Harrison, Agriculture & Land Resources Director
Ariel Zijp, Farmland Preservation Coordinator

**Subject:** Visit NC Farms App Expansion Funding

**Brief Summary:**
In FY2021, Agriculture & Land Resources participated in the launch of the Visit NC Farms App. The app is a statewide agritourism application created by the NC Department of Agriculture (NCDA) and funded individually by each county in NC. NCDA recently launched an expansion program, which allows smaller counties to participate in the app at a more affordable rate.

Five WNC counties (Haywood, Jackson, Madison, Mitchell, & Swain) will receive $7,000 in reimbursement grants from NCDA to become subcontractors of Buncombe County's Visit NC Farms App. No county funds are required.

**Recommended Motion & Requested Action:**
Approve budget amendment

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

**ORDINANCE #21-10-09**

# BUNCOMBE COUNTY, NORTH CAROLINA
## General Fund

**BOARD MEETING DATE: October 19, 2021**

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

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

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

**ADOPTED** this 19th day of October, 2021.

**Requesting Department:** Agriculture & Land Resources
**Budget Amendment Item:** Visit NC Farms App Expansion Funding

**Description:**
In FY2021, Agriculture & Land Resources participated in the launch of the Visit NC Farms App. The app is a statewide agritourism application created by the NC Department of Agriculture (NCDA) and funded individually by each county in NC. NCDA recently launched an expansion program, which allows smaller counties to participate in the app at a more affordable rate.

Five WNC counties (Haywood, Jackson, Madison, Mitchell, & Swain) will receive $7,000 in reimbursement grants from NCDA to become subcontractors of Buncombe County's Visit NC Farms App. No county funds are required.

**Funding Source:**
$7,000 in funds passed through from five WNC counties to NCDA. $7,000 in reimbursement grants passed through from NCDA to five WNC counties. No county funds are required

| Exhibit A: | Increase (Decrease) | |
|---|---|---|
| **Account Description** | **Revenues** | **Expenditures** |
| Fund 100 - 4210:Restricted Intergovernmental - Interlocal Agreeme | $ 7,000 | |
| Fund 100 - 4210:Restricted Intergovernmental - State Grants | $ 7,000 | |
| Fund 100 - Function: Economic & Physical Development | | $ 14,000 |
| **TOTAL** | $ 14,000 | $ 14,000 |

**ATTEST:**

Tamara Haynes
Clerk to the Board

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

By: Brownie Newman
Chairman of the Board

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Good News**

**Department:** Strategy & Innovation

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

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

**Subject:** County honored with ICMA Certificate of Distinction in Performance Management

**Brief Summary:**

Every year the International City/County Management Association honors the top local governments in data-driven management and communication with certificates in performance management. Buncombe County has been honored with a Certificate of Distinction in Performance Management from ICMA which places us in the top 50 local governments in the United States for data-driven management.

**Recommended Motion & Requested Action:** No action required.

# CONGRATULATIONS AL WHITESIDES

## RECIPIENT OF THE 2021 ORDER OF THE LONG LEAF PINE SOCIETY

THE ORDER OF THE LONG LEAF PINE SOCIETY

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Presentations**

**Department:** Recreation Services

**Presenter(s):** Peyton Daisy O'Conner, Recreation Services Director

**Contact(s):** Peyton Daisy O'Conner

**Subject:** Buncombe County Sports Park Update

**Brief Summary:**

In October 2011, Buncombe County entered into an agreement for the maintenance of competition quality soccer fields at the Buncombe County Sports Park. The agreement has now been in place via the original agreement and two subsequent extensions for 10 years.

In the interest in ensuring equity and a level playing field for local athletic groups, Buncombe County Recreation Services is seeking to release a Request for Proposals that would allow qualified nonprofit entities to submit proposals for the operation of the athletic fields at Buncombe County Sports Park.

The RFP would allow the selected vendor to operate the Buncombe County Sports Park athletic fields in return for maintaining the fields at competition quality. Buncombe County would still be responsible for maintaining the other "common areas" of the park and the larger scale of park amenities.

In addition to providing maintenance of the facility, the use agreement will provide for youth and adult sports opportunities. The use agreement will also allow the vendor to assist the County in meeting our hotel night recruitment demands associated with the funding dedicated to the Enka Recreation Destination Project through the Buncombe County Tourism Development Authority's Tourism Product Development Fund. The annual cost of the RFP agreement to Buncombe County is currently anticipated to be $0.

***Tentative* Schedule:**

- Completed by November 10, 2021 - Information gathering and listening session
- November 15, 2021 – Request for Proposals Issue Date
- January 3, 2022 - Request for Proposals Due Date
- January 4 -18, 2022 Contract Negotiations
- February 1, 2022 Contract Award via Board Action
- May 2, 2022 Contract Effective Date and Organizational Handoff

**Recommended Motion & Requested Action:** Discuss and gather Board input.

# Buncombe County Sports Park Field Management RFP

*Presented by*

**Peyton Daisy O'Conner (she/her)**

**Recreation Services**

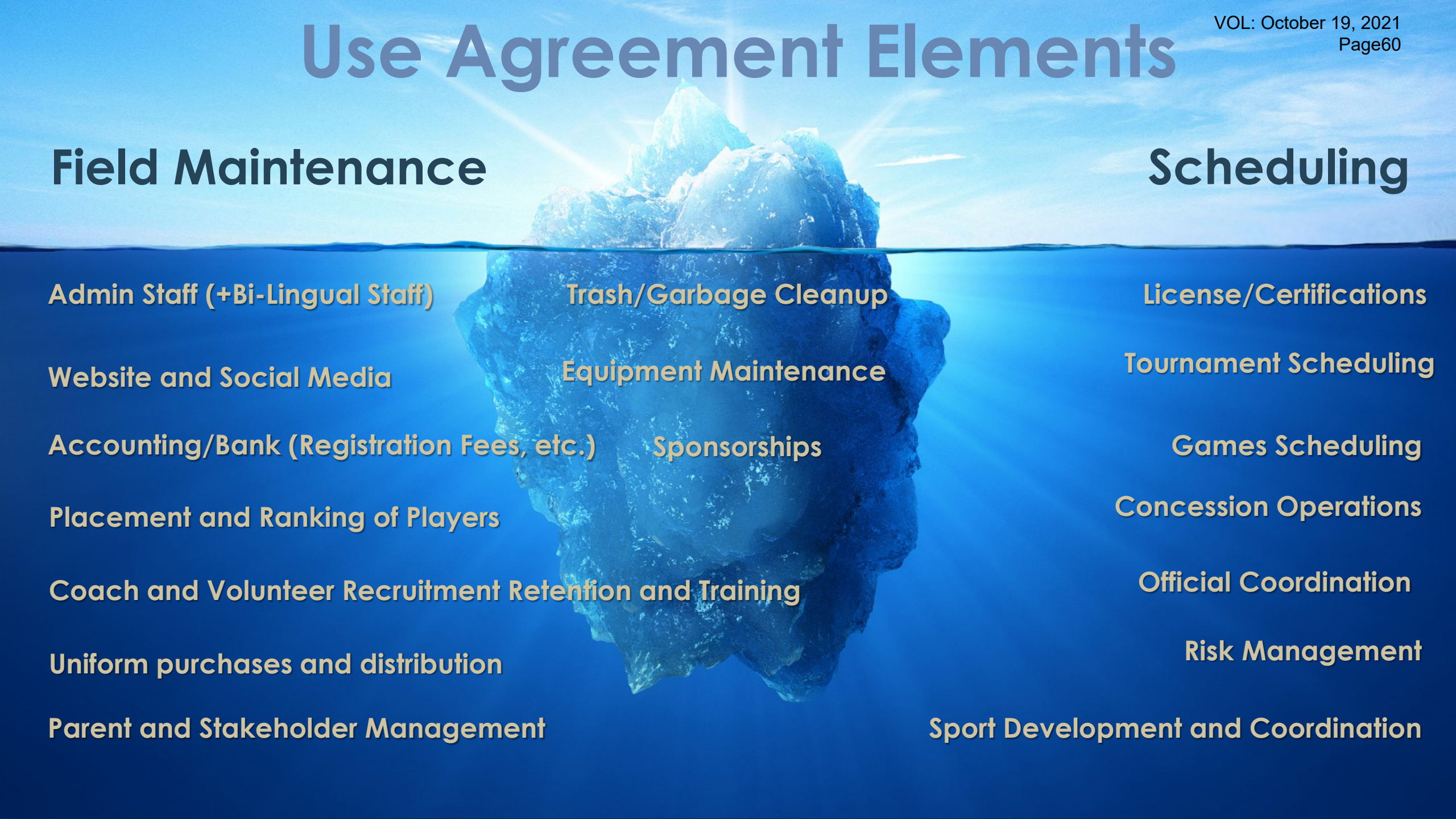
# Use Agreement Overview

- Authorizes a vendor (typically a youth league) the ability to program a County-owned space in exchange for maintenance and upkeep.
  - This allows the operator to operate their own athletic league, host tournaments, recruit tournaments, and rent field space to other organizations.
  - Under these agreements the County is typically authorized a certain number of use days to host its own events.
- The use agreements generally apply to athletic fields or others specific spaces within a larger County park (i.e. the soccer fields at the Buncombe County Sports Park or the baseball fields at Charles D. Owen Ponds).
- The vendor operates those specific spaces while the County continues to operate and maintain the larger County park.

# Use Agreement Benefits County

- Offsets County's costs for operation of athletic facilities.
- Creates opportunities for recreation leagues to be seeded and grow.
- Offsets the County's cost of staffing via external programming.
- Creates opportunities for expanded funding availability through engaging Public Private Partnerships for County properties thus further offsetting major capital improvement costs.
- Reduces liability on the County by transitioning sports programming to another entity.

# Use Agreement Elements



## Field Maintenance

- Admin Staff (+Bi-Lingual Staff)
- Website and Social Media
- Accounting/Bank (Registration Fees, etc.)
- Placement and Ranking of Players
- Coach and Volunteer Recruitment Retention and Training
- Uniform purchases and distribution
- Parent and Stakeholder Management
- Trash/Garbage Cleanup
- Equipment Maintenance
- Sponsorships

## Scheduling

- License/Certifications
- Tournament Scheduling
- Games Scheduling
- Concession Operations
- Official Coordination
- Risk Management
- Sport Development and Coordination

# Deferred Cost Considerations

| Table 6: Cost of Equipment, Supplies, and Labor (TRC) | | | |
|---|---|---|---|
| **Synthetic Turf** | | **Natural Grass** | |
| Water (for cooling) | $6,000-35,000 | Irrigation | $6,000-35,000 |
| Sprayer for water application | $1,000-35,000 | Equipment for irrigation | $3,000-31,000 |
| Sweeper | $1,500-20,000 | Mower | $13,000-69,000 |
| Mechanical broom | $500-3,000 | Fertilizer applicator | $1,000-3,000 |
| Line painter | $500-$3,000 | Line painter | $700-3,000 |
| Groomer | $1,500-2,000 | Rollers | $2,000-4,000 |
| Cart (for towing equipment) | $7,000-16,000 | Cart (for towing equipment) | $7,000-18,500 |
| Field magnet | $500-1,000 | Aerator | $3,500-17,000 |
| Rollers | $250-2,000 | Vacuum | $2,100-5,000 |
| Top dresser | $4,500-10,000 | Top dresser | $4,500-20,000 |
| **Total** | **$23,250-127,000** | **Total** | **$42,800-205,500** |
| Source: Turfgrass Resource Center. (no date.) "Natural Grass and Artificial Turf: Separating Myths and Facts." | | | |

# Deferred Cost Considerations

| Annual Operating Cost | | | |
|---|---|---|---|
| | **Quantity** | **Cost** | **Total Line Cost** |
| New FTE Labor Requirements | 7 FTEs | $ 81,542 | $ 570,794 |
| Annual Cost of Maintenance Synthetic | 3 fields | $ 77,000 | $ 539,000 |
| Annual Cost of Maintenance Natural Grass | 5 fields | $ 57,000 | $ 399,000 |
| | | | |
| **Total Annual Cost** | | | **$ 1,508,794** |

| Estimated Start Up Cost | |
|---|---|
| Technology and Software | $ 50,000 |
| Soccer Goals | $ 72,000 |
| Synthetic Turf Maintenance Equipment | $ 127,000 |
| Natural Grass Maintenance Equipment | $ 205,000 |
| | |
| **Total One Time Cost** | **$ 404,000** |

# Deferred Cost Considerations

- Estimates are based on comps and pre-COVID cost considerations.
- Estimates do not consider reimbursable costs associated with running soccer programs (i.e. concessions, uniforms, etc.). The actual budget demand in terms annual capital needs will be considerably higher based on program design.
- Additional infrastructure cost would need to be incurred including the ability for the County to accept credit card payments and online registrations (which would create new demands in other departments).
- The County would likely need to reassess its insurance coverage to accommodate the new operational model.
- The county would also need to increase its HR capacity for volunteer recruitment, processing, and screening.

# Use Agreement Benefits Vendor

- Provides stable position for athletic organization thus allowing for consistency in programming and providing opportunities for stable and sustainable growth.
- Creates opportunities for revenue generation thus offsetting the organization's operating costs.
- Typically allows for additional revenue based on location-based advertising sales (i.e. sponsorships).

# Buncombe County Sports Park Use Agreement - Current

- Authorizes Asheville Buncombe Youth Soccer Association (ABYSA) rights to program Fields 1-7 of the Buncombe County Sports Park (BSCP) for youth and adult soccer programming.
- ABYSA shall not unreasonably restrict other users; however, ABYSA is allowed to make determinations regarding field use schedules as it pertains to maintaining competition quality fields.
- County maintains common areas of the BCSP.
- County reserves up to 12 coordinated special events each year (that would interfere with field use)
- ABYSA handles all maintenance of the fields including irrigation, fertilization and planting schedules, along with enhanced mowing schedule.

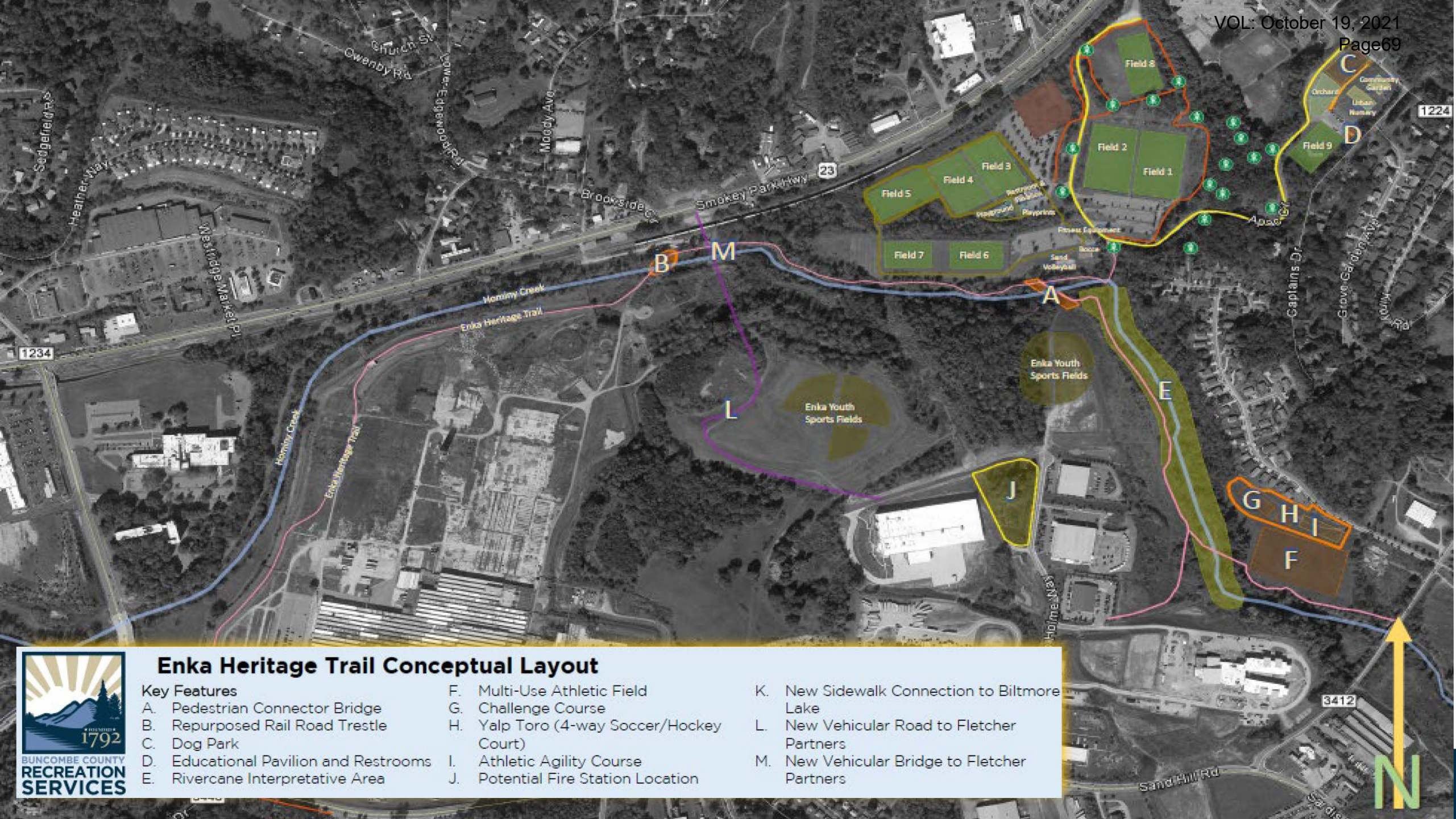
# Buncombe County Sports Park

# Buncombe County Sports Park Use Agreement – Request for Proposals

- Will create an open process to solicit proposals for the operation of Buncombe County Sports Park's athletic fields.
  - The Request for Proposals will seek an agreement that runs parallel to the current agreement.
  - Bids will be evaluated through Buncombe County's adopted procurement procedures.
  - The highest scoring bidder will negotiate potential agreement terms that will then be presented to the Buncombe County Board of Commissioners for approval.

# Buncombe County Sports Park Use Agreement – Request for Proposals

- Seek to minimize disruption to residents in terms of both programming and opportunity availability.
- Will ensure that fields are operated by a non-profit entity for a larger community purpose
- Require “competition quality” levels of service from the vendor via knowledge of artificial turf, grass fields, and athletic field scheduling and operations.
- Require that the vendor participate in recruitment of hotel nights in alignment with Enka Recreation Destination funding requirements
- Provide affordable equitable athletics access to all residents across age, ability, skill-level, and economic status.
- Require timely reporting of field use levels, tournament requirement, recreation league players, and other data as available and necessary.




## Enka Heritage Trail Conceptual Layout

Key Features

A. Pedestrian Connector Bridge
B. Repurposed Rail Road Trestle
C. Dog Park
D. Educational Pavilion and Restrooms
E. Rivercane Interpretative Area
F. Multi-Use Athletic Field
G. Challenge Course
H. Yalp Toro (4-way Soccer/Hockey Court)
I. Athletic Agility Course
J. Potential Fire Station Location
K. New Sidewalk Connection to Biltmore Lake
L. New Vehicular Road to Fletcher Partners
M. New Vehicular Bridge to Fletcher Partners

BUNCOMBE COUNTY RECREATION SERVICES

# Tentative RFP Process and Schedule

Completed by November 10, 2021 - Information gathering and listening session
October 27, 2021, 7:00pm Community Listening Session (Virtual)
November 2, 2021, 12:15pm Community Listening Session (Virtual)
November 15, 2021 – Request for Proposals Issue Date
January 3, 2022 - Request for Proposals Due Date
January 4 -18, 2022 Contract Negotiations
February 1, 2022 Contract Award via Board Action
**May 2, 2022 Contract Effective Date and Organizational Handoff**

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Presentations**

**Department:** Finance **Presenter(s):** Don Warn

**Contact(s):** Don Warn

**Subject:** FY2021 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 2021

**Recommended Motion & Requested Action:** No action is required

# BUNCOMBE COUNTY FINANCIAL QUARTERLY REPORT

## FY2021 - 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, 2021. This information is unaudited.

At the end of fiscal year 2021, General Fund budgeted revenues, excluding appropriated fund balance of $15.1 million are $334.6 million and actual revenues as of June 30 are $351 million or 104.89% of budgeted revenue. General Fund budgeted revenues including appropriated fund balance are $349.8 million.

The primary drivers for revenues exceeding expected budget is due to the collection of property taxes that were due January 1, 2021 of $7.29 million, interest on property tax of $306,949, sales and services of $3.36 million, Permits and Fees of $1.44 million and other taxes and license of $1.04 million, all of which offset restricted intergovernmental coming in under budget of $1.6 million, bond proceeds coming under budget of $1.38 million, interfund transfer revenue coming in under budget of $1.5 million and investment earnings coming under budget of $723,188.

General Fund budget expenditures are $349.8 million and actual expenditures as of June 30 are $332 million or 94.9% 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 93% of the budget variance for FY2021:

- Benefits $4.4 million or 7.8% of budget
- Program Support $3.7 million or 3.2% of budget
- Salaries and Wages $3.5 million or 3.7% of budget
- Contract and Professional Services $3.1 million or 13.7% of budget
- Office Expenses $578,436 or 13.8% of budget
- Travel and Training $434,737 million or 35.1% of budget
- Medical Supplies $427,018 or 24.14% of budget
- Utilities $346,346 or 14.4% of budget
- Maintenance and Repairs $213,008 or 10.4% 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 are $10.8 million and actual revenues as of June 30 are $11.98 million or 110.4% of budget. Since this fund operates like a business, revenues are fee based and dependent upon usage. Disposal fees collected for the landfill are $1.89 million or 57.9% of budget, and disposal fees for the transfer station are $8.26 million or 154% of budget. Solid Waste budgeted expenditures are $10.8 million and actual expenditures to date are $10.2 million or 94.2% of budget. There are several categories of

expenditures coming in under budget at year end due to operating expenditures that have not occurred:

- Maintenance and Repairs $256,089 or 21.3%
- Vehicle Expense $252,357 or 23.9%
- Contract and Professional Services $175,316 or 14.1%
- Rent and Lease $81,894 or 9.7%

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 2021 have a total budget of $5.7 million and actual expenditures to date total $477,700 or 13%. Due to the nature of capital projects, a significant portion of expenditures may not occur in the year the budget was established.

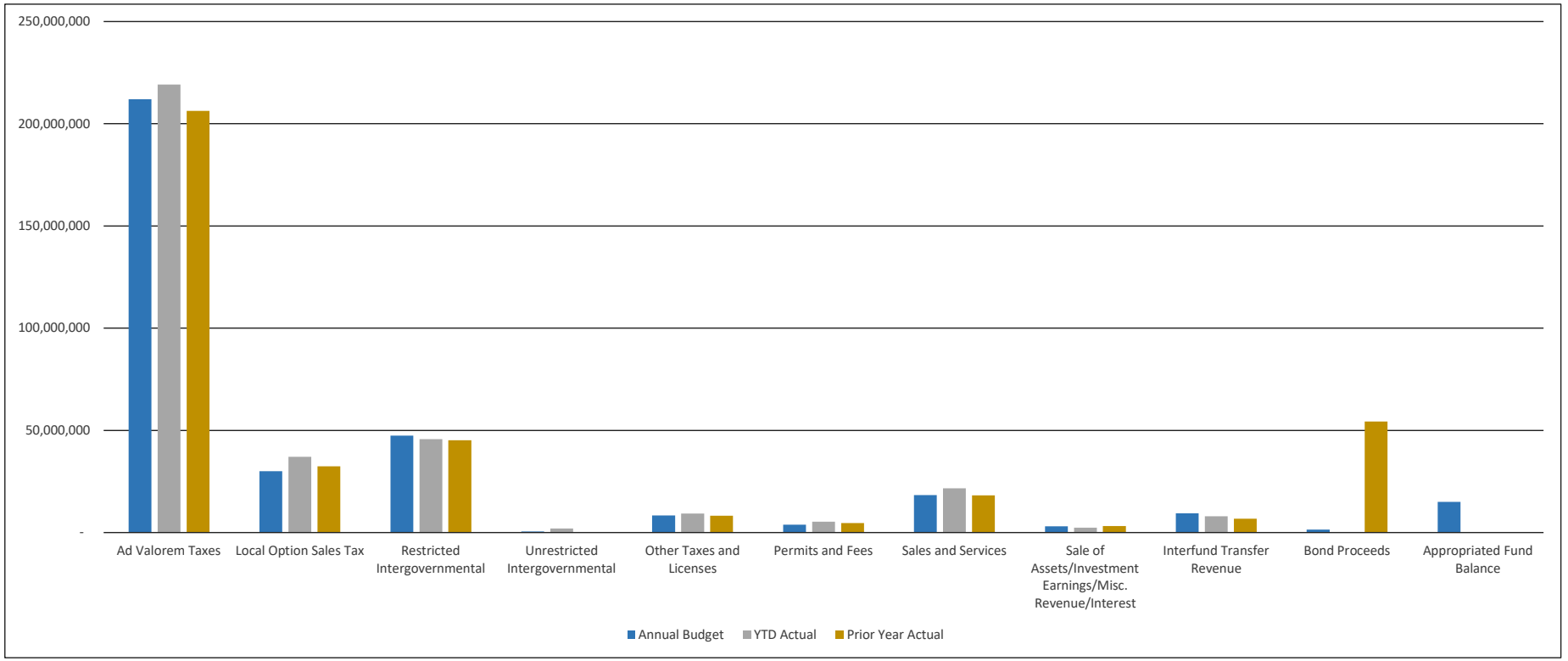
A.

| SUMMARY ANNUAL FUNDS | | | |
|---|---|---|---|
| FUND | Annual Budget | YTD Actual | % of Budget |
| 100 General Total Revenue | (349,752,793) | (351,012,334) | 100.4% |
| 100 General Total Expense | 349,752,793 | 332,039,204 | 94.9% |
| 120 Air Quality Total Revenue | (1,018,216) | (943,873) | 92.7% |
| 120 Air Quality Total Expense | 1,018,216 | 824,228 | 80.9% |
| 220 Occupancy Tax Total Revenue | (27,250,000) | (27,242,169) | 100.0% |
| 220 Occupancy Tax Total Expense | 27,250,000 | 27,242,169 | 100.0% |
| 221 Reappraisal Reserve Fund Total Revenue | (447,575) | (63,333) | 14.2% |
| 221 Reappraisal Reserve Fund Total Expense | 447,575 | 166,084 | 37.1% |
| 223 911 Total Revenue | (1,193,375) | (669,679) | 56.1% |
| 223 911 Total Expense | 1,193,375 | 1,005,805 | 84.3% |
| 225 ROD Automation Total Revenue | (96,353) | (189,152) | 196.3% |
| 225 ROD Automation Total Expense | 96,353 | 88,527 | 91.9% |
| 226 Register of Deeds Total Revenue | (400,000) | (353,574) | 88.4% |
| 226 Register of Deeds Total Expense | 400,000 | 353,574 | 88.4% |
| 228 Special Taxing Districts Total Revenue | (52,038,870) | (49,552,895) | 95.2% |
| 228 Special Taxing Districts Total Expense | 52,038,870 | 49,515,627 | 95.2% |
| 230 Transportation Total Revenue | (5,321,753) | (4,100,390) | 77.0% |
| 230 Transportation Total Expense | 5,321,753 | 3,624,670 | 68.1% |
| 231 Woodfin PDF Total Revenue | (745,200) | (743,082) | 99.7% |
| 231 Woodfin PDF Total Expense | 745,200 | 742,800 | 99.7% |
| 270 Forfeitures Total Revenue | (569,301) | (62,301) | 10.9% |
| 270 Forfeitures Total Expense | 569,301 | 256,265 | 45.0% |
| 273 School Fines and Forfeitures Total Revenue | (2,000,000) | (636,621) | 31.8% |
| 273 School Fines and Forfeitures Total Expense | 2,000,000 | 636,621 | 31.8% |
| 276 Representative Payee Total Revenue | (500,000) | (407,918) | 81.6% |
| 276 Representative Payee Total Expense | 500,000 | 356,914 | 71.4% |
| 466 Solid Waste Total Revenue | (10,853,198) | (11,985,854) | 110.4% |
| 466 Solid Waste Total Expense | 10,853,198 | 10,223,771 | 94.2% |
| 469 Inmate Commissary Total Revenue | (438,991) | (412,537) | 94.0% |
| 469 Inmate Commissary Total Expense | 438,991 | 274,472 | 62.5% |
| 480 Health and Dental Insurance Total Revenue | (40,580,515) | (35,166,955) | 86.7% |
| 480 Health and Dental Insurance Total Expense | 40,580,515 | 35,596,337 | 87.7% |
| 481 LGERS Stabilization Total Revenue | (60,000) | - | 0.0% |
| 481 LGERS Stabilization Total Expense | 60,000 | 741 | 1.2% |
| 482 Medicare Benefits Total Revenue | (772,665) | (785,836) | 101.7% |
| 482 Medicare Benefits Total Expense | 772,665 | 747,231 | 96.7% |
| 483 Workers' Compensation Total Revenue | (674,991) | (483,881) | 71.7% |
| 483 Workers' Compensation Total Expense | 674,991 | 619,861 | 91.8% |
| 484 Property and Liability Insurance Total Revenue | (1,781,702) | (1,868,019) | 104.8% |
| 484 Property and Liability Insurance Total Expense | 1,781,702 | 1,503,077 | 84.4% |

| SUMMARY MULTI-YEAR FUNDS | | | |
|---|---|---|---|
| FUND | Annual Budget | YTD Actual | % of Budget |
| 224 Special Programs Total Revenue | (16,433,792) | (16,453,161) | 100.1% |
| 224 Special Programs Total Expense | 16,433,792 | 10,955,413 | 66.7% |
| 326 Public School Capital Needs Fund Total Revenue | (203,018,565) | (190,938,123) | 94.0% |
| 326 Public School Capital Needs Fund Total Expense | 203,018,565 | 174,759,191 | 86.1% |
| 327 Grant Projects Total Revenue | (104,263,126) | (22,900,572) | 22.0% |
| 327 Grant Projects Total Expense | 104,263,126 | 23,553,167 | 22.6% |
| 333 AB Tech Total Revenue | (110,297,768) | (113,948,222) | 103.3% |
| 333 AB Tech Total Expense | 110,297,768 | 99,449,149 | 90.2% |
| 335 Public School ADM Sales Tax and Lottery Projects Total Revenue | (84,529,355) | (80,895,177) | 95.7% |
| 335 Public School ADM Sales Tax and Lottery Projects Total Expense | 84,529,355 | 80,895,177 | 95.7% |
| 341 Capital Project Total Revenue | (60,820,573) | (47,045,999) | 77.4% |
| 341 Capital Project Total Expense | 60,820,573 | 34,638,826 | 57.0% |
| 342 Landfill Capital Projects Total Revenue | (11,988,201) | (11,980,105) | 99.9% |
| 342 Landfill Capital Projects Total Expense | 11,988,201 | 11,802,431 | 98.5% |

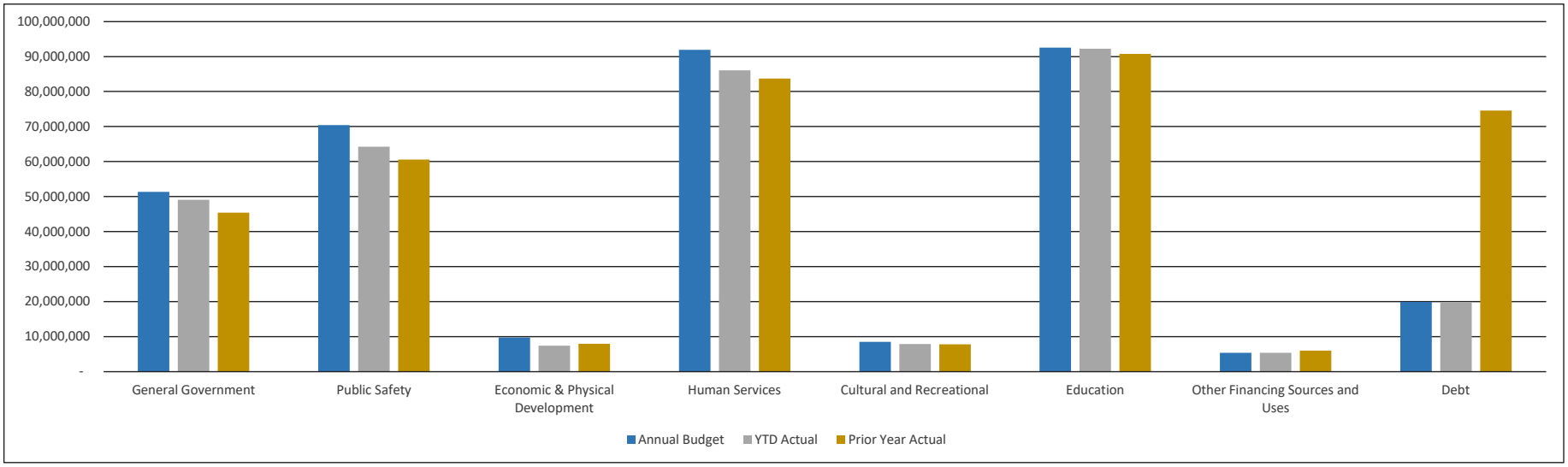
**B. 1.**

| GENERAL FUND<br>REVENUES BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Ad Valorem Taxes | 211,961,847 | 219,250,384 | 103.4% | 206,347,526 |
| Local Option Sales Tax | 30,068,224 | 37,062,183 | 123.3% | 32,468,456 |
| Restricted Intergovernmental | 47,410,612 | 45,763,040 | 96.5% | 45,173,749 |
| Unrestricted Intergovernmental | 625,000 | 1,992,451 | 318.8% | - |
| Other Taxes and Licenses | 8,333,500 | 9,376,262 | 112.5% | 8,250,879 |
| Permits and Fees | 3,861,000 | 5,310,142 | 137.5% | 4,704,686 |
| Sales and Services | 18,330,551 | 21,694,630 | 118.4% | 18,192,968 |
| Sale of Assets/Investment Earnings/Misc. Revenue/Interest | 3,058,616 | 2,451,093 | 80.1% | 3,192,345 |
| Interfund Transfer Revenue | 9,502,786 | 7,999,549 | 84.2% | 6,842,647 |
| Bond Proceeds | 1,494,302 | 112,600 | 7.5% | 54,396,766 |
| Appropriated Fund Balance | 15,106,355 | - | 0.0% | - |



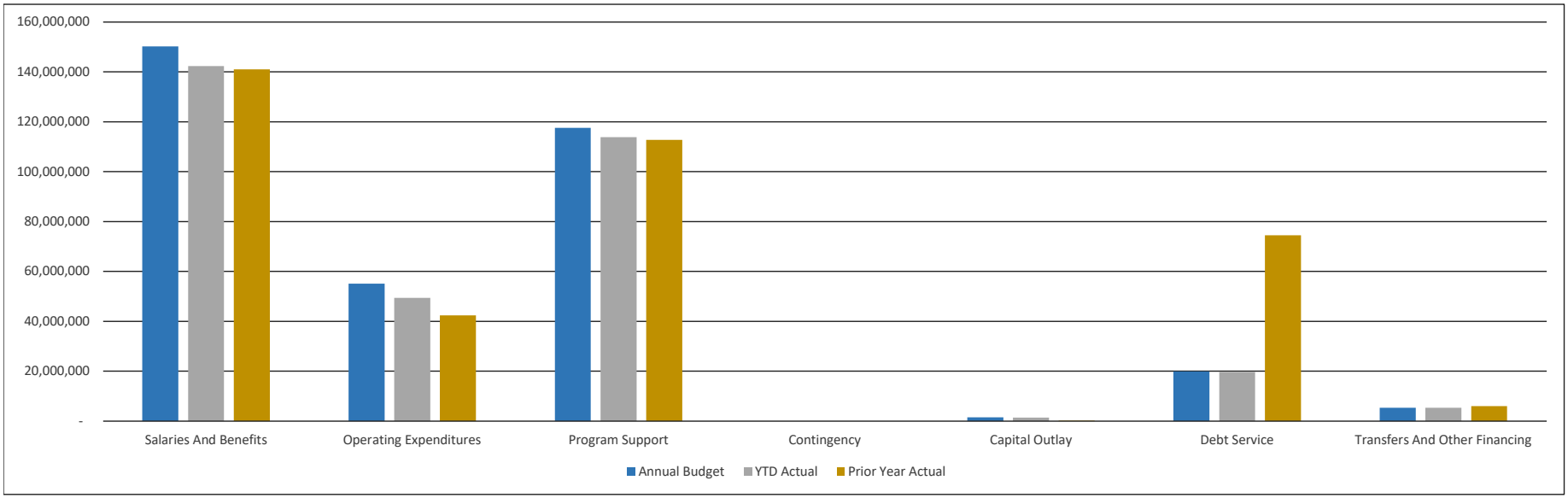
**B. 2.**

| GENERAL FUND<br>EXPENDITURE BY FUNCTION | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| General Government | 51,320,298 | 49,095,907 | 95.7% | 45,369,218 |
| Public Safety | 70,398,499 | 64,211,531 | 91.2% | 60,594,598 |
| Economic & Physical Development | 9,728,155 | 7,434,693 | 76.4% | 7,968,518 |
| Human Services | 91,952,024 | 86,092,199 | 93.6% | 83,746,009 |
| Cultural and Recreational | 8,487,324 | 7,881,376 | 92.9% | 7,823,771 |
| Education | 92,576,618 | 92,223,088 | 99.6% | 90,765,107 |
| Other Financing Sources and Uses | 5,395,824 | 5,383,872 | 99.8% | 5,988,718 |
| Debt | 19,894,051 | 19,716,538 | 99.1% | 74,549,667 |



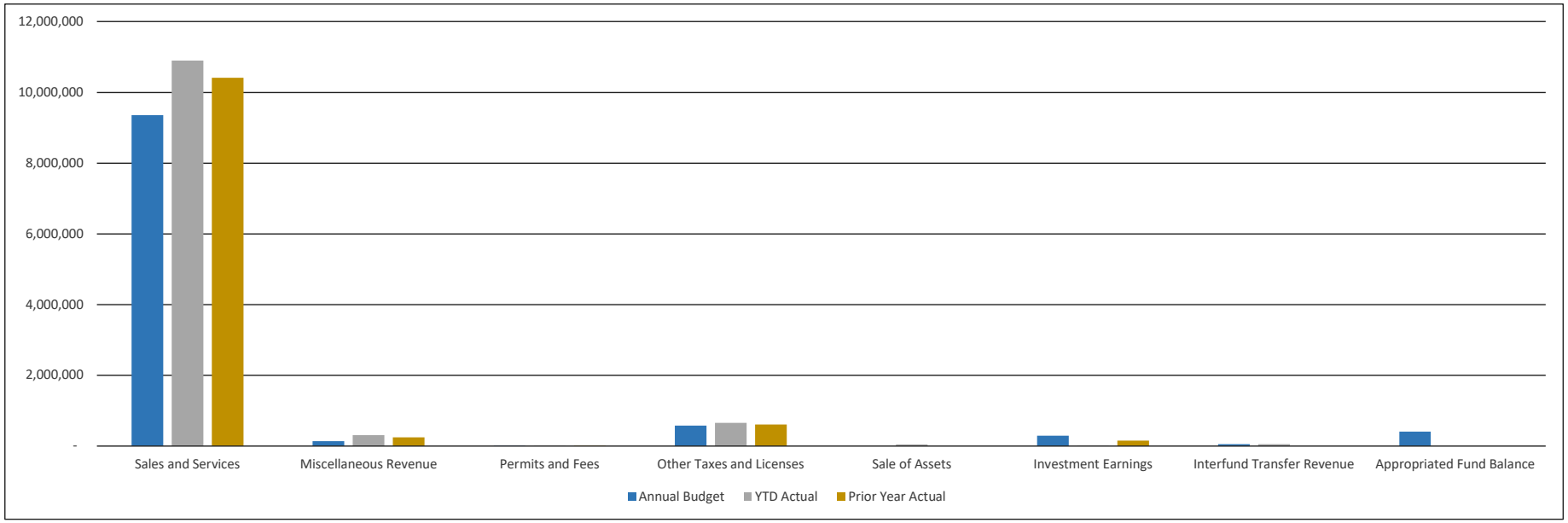
**B. 3.**

| GENERAL FUND<br>EXPENDITURE BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Salaries And Benefits | 150,188,489 | 142,340,623 | 94.8% | 140,987,838 |
| Operating Expenditures | 55,131,620 | 49,397,764 | 89.6% | 42,357,794 |
| Program Support | 117,567,050 | 113,835,317 | 96.8% | 112,688,789 |
| Contingency | - | - | 0.0% | - |
| Capital Outlay | 1,575,759 | 1,365,091 | 86.6% | 232,799 |
| Debt Service | 19,894,051 | 19,716,538 | 99.1% | 74,549,667 |
| Transfers And Other Financing | 5,395,824 | 5,383,872 | 99.8% | 5,988,718 |



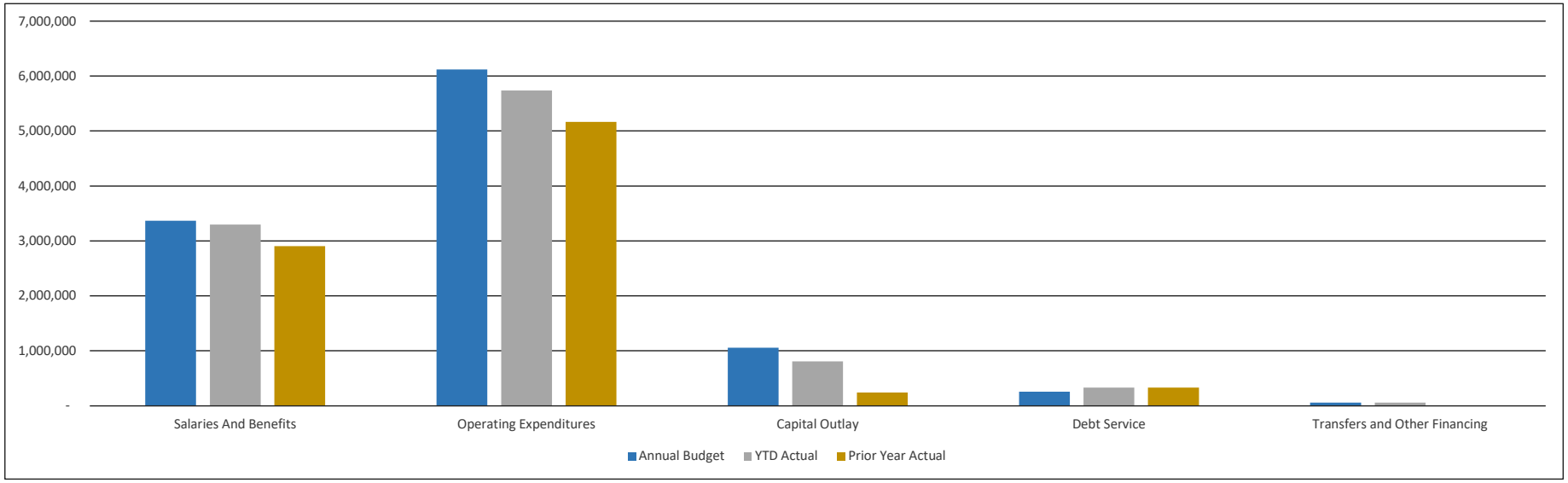
C. 1.

| SOLID WASTE FUND<br>REVENUES BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Sales and Services | 9,358,269 | 10,899,369 | 116.5% | 10,413,991 |
| Miscellaneous Revenue | 137,256 | 313,876 | 228.7% | 252,082 |
| Permits and Fees | 18,994 | 7,118 | 37.5% | 18,900 |
| Other Taxes and Licenses | 581,245 | 659,427 | 113.5% | 612,084 |
| Sale of Assets | - | 45,450 | 0.0% | - |
| Investment Earnings | 291,168 | 1,846 | 0.6% | 155,751 |
| Interfund Transfer Revenue | 58,768 | 58,768 | 100.0% | - |
| Appropriated Fund Balance | 407,498 | - | 0.0% | - |



C. 2.

| SOLID WASTE FUND<br>EXPENDITURE BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Salaries And Benefits | 3,367,108 | 3,297,810 | 97.9% | 2,902,746 |
| Operating Expenditures | 6,120,242 | 5,737,470 | 93.7% | 5,165,973 |
| Capital Outlay | 1,057,498 | 805,141 | 76.1% | 242,002 |
| Debt Service | 253,350 | 328,350 | 129.6% | 328,183 |
| Transfers and Other Financing | 55,000 | 55,000 | 100.0% | - |

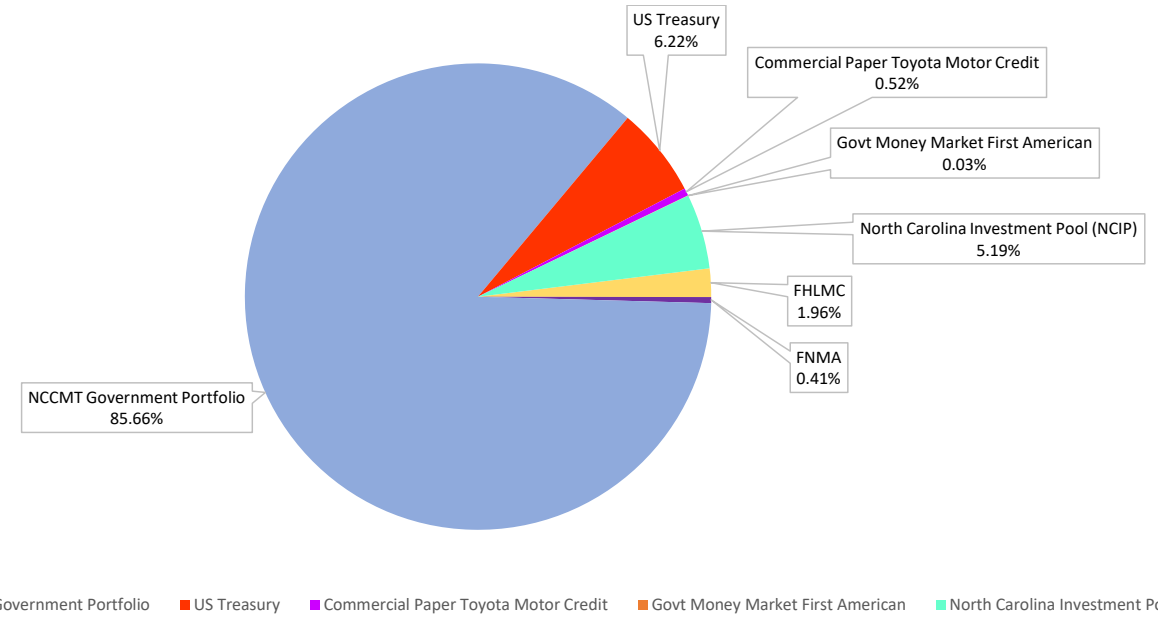


**D.**

| COUNTY CAPITAL PROJECTS - FY2021 APPROVED | | | | |
|---|---|---|---|---|
| EXPENDITURE BY CATEGORY | FY2021 Budget | YTD Actual | LTD Actual | % of Expended |
| Black Mountain Greenway | 400,000 | 134,000 | 400,000 | 100.0% |
| FY21 Courthouse Repairs | 596,239 | - | - | 0.0% |
| Enka Heritage Greenway | 280,000 | 280,000 | 280,000 | 100.0% |
| FY20 Fleet and General Services Complex | 3,500,000 | 48,700 | 48,700 | 1.4% |
| FY21 Jail Repairs | 786,358 | - | - | 0.0% |
| FY20 Leicester Patrol Office Renovation | 133,948 | 15,000 | 16,131 | 12.0% |

**E**

| INVESTMENT HOLDINGS 06/30/2021 | | | | |
|---|---|---|---|---|
| **INVESTMENT DESCRIPTION** | **Par Amount** | **Market Value** | **Maturity** | **Interest Rate** |
| NCCMT Government Portfolio | 165,188,510 | 165,188,510 | N/A | 0.0100% |
| North Carolina Investment Pool (NCIP) | 10,001,973 | 10,001,973 | N/A | 0.1000% |
| FHLMC | 1,000,000 | 999,763 | 8/24/2023 | 0.2500% |
| FHLMC | 780,000 | 776,930 | 10/16/2023 | 0.1250% |
| FHLMC | 1,000,000 | 998,922 | 11/6/2023 | 0.2500% |
| FNMA | 800,000 | 798,495 | 11/27/2023 | 0.2500% |
| FHLMC | 1,000,000 | 998,693 | 12/4/2023 | 0.2500% |
| Commercial Paper Toyota Motor Credit | 1,000,000 | 999,395 | 10/8/2021 | 0.2200% |
| US Treasury | 1,000,000 | 997,812 | 5/31/2023 | 0.1250% |
| US Treasury | 1,000,000 | 1,000,117 | 6/15/2023 | 0.2500% |
| US Treasury | 1,000,000 | 997,344 | 7/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 996,914 | 8/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 996,289 | 9/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 995,664 | 10/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 994,766 | 12/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 993,945 | 1/15/2024 | 0.1250% |
| US Treasury | 1,000,000 | 993,516 | 2/15/2024 | 0.1250% |
| US Treasury | 1,000,000 | 996,016 | 3/15/2024 | 0.2500% |
| US Treasury | 1,000,000 | 994,609 | 5/15/2024 | 0.2500% |
| US Treasury | 1,000,000 | 993,984 | 6/15/2024 | 0.2500% |
| Govt Money Market First American | 62,382 | 62,382 | 4/5/2021 | 0.0001% |



**F.**

| DONATIONS MADE TO BUNCOMBE COUNTY - FY21 - FOR THE YEAR ENDING JUNE 30, 2021 | Designated | Undesignated | Total |
|---|---|---|---|
| **2021** | **$ 73,987.39** | **$ 9,145.00** | **$ 83,132.39** |
| **Goods** | **$ 39,249.60** | **$ 200.00** | **$ 39,449.60** |
| Health and Human Services | $ 11,220.00 | | $ 11,220.00 |
| Distribution by Nurse Family Practitioners programs (ongoing) | $ 500.00 | | $ 500.00 |
| Distribution in Foster Care programs (ongoing) | $ 4,070.00 | | $ 4,070.00 |
| Ongoing distribution through Syringe Service outreach events | $ 6,650.00 | | $ 6,650.00 |
| Human Resources | | $ 200.00 | $ 200.00 |
| Undesignated - Later Used for Employee Walking Challenge | | $ 200.00 | $ 200.00 |
| Emergency Services | $ 28,029.60 | | $ 28,029.60 |
| Long-Term Care Facilities & Public Safety | $ 28,029.60 | | $ 28,029.60 |
| **Monetary** | **$ 34,737.79** | **$ 8,945.00** | **$ 43,682.79** |
| Agriculture and Land Resources | $ 6,800.00 | | $ 6,800.00 |
| Annual Friends of Ag Breakfast Donation | $ 250.00 | | $ 250.00 |
| Farm Bureau Insurance Sponsorship of NC Farm App | $ 3,250.00 | | $ 3,250.00 |
| Solid Waster Conservation District Scholarship program ($500/year for 5 years; scholarship will be awarded April 2021 - April 2025) | $ 2,500.00 | | $ 2,500.00 |
| VisitNCFarms app | $ 800.00 | | $ 800.00 |
| General Revenues | | $ 100.00 | $ 100.00 |
| Undesignated | | $ 100.00 | $ 100.00 |
| Health and Human Services | $ 20.00 | | $ 20.00 |
| Support of Clinical Services programs | $ 20.00 | | $ 20.00 |
| Library | $ 875.00 | $ 290.00 | $ 1,165.00 |
| Asheville Library | $ 875.00 | | $ 875.00 |
| Undesignated | | $ 290.00 | $ 290.00 |
| Parks, Greenways & Recreation | $ 1,695.00 | | $ 1,695.00 |
| SandHill Community Garden | $ 50.00 | | $ 50.00 |
| Enka Recreation Destination | $ 200.00 | | $ 200.00 |
| Kids Fishing Tournament | $ 1,000.00 | | $ 1,000.00 |
| SandHill Community Garden | $ 395.00 | | $ 395.00 |
| Special Olympics Donation | $ 50.00 | | $ 50.00 |
| Public Health | $ 50.00 | | $ 50.00 |
| Support of Clinical Services programs | $ 20.00 | | $ 20.00 |
| Support of Syringe Services programs | $ 30.00 | | $ 30.00 |
| Sheriff | $ 25,297.79 | $ 8,555.00 | $ 33,852.79 |
| Undesignated | | $ 8,555.00 | $ 8,555.00 |
| Kids Christmas Money | $ 40.00 | | $ 40.00 |
| SRO Christmas | $ 500.00 | | $ 500.00 |
| Toy Drive | $ 3,125.79 | | $ 3,125.79 |
| Children's Christmas | $ 1,500.00 | | $ 1,500.00 |
| Children's Hospital | $ 50.00 | | $ 50.00 |
| SRO | $ 40.00 | | $ 40.00 |
| On-Track Leadership Program | $ 2,500.00 | | $ 2,500.00 |
| K-9 Unit | $ 15,175.00 | | $ 15,175.00 |
| 2021 Calendar Proceeds | $ 1,600.00 | | $ 1,600.00 |
| K-9 Equipment | $ 767.00 | | $ 767.00 |
| **Grand Total** | **$ 73,987.39** | **$ 9,145.00** | **$ 83,132.39** |

# Buncombe County

# FY2021 4th Quarter Financial Report

*(unaudited)*

*Presented by*
Don Warn

# FY2021 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

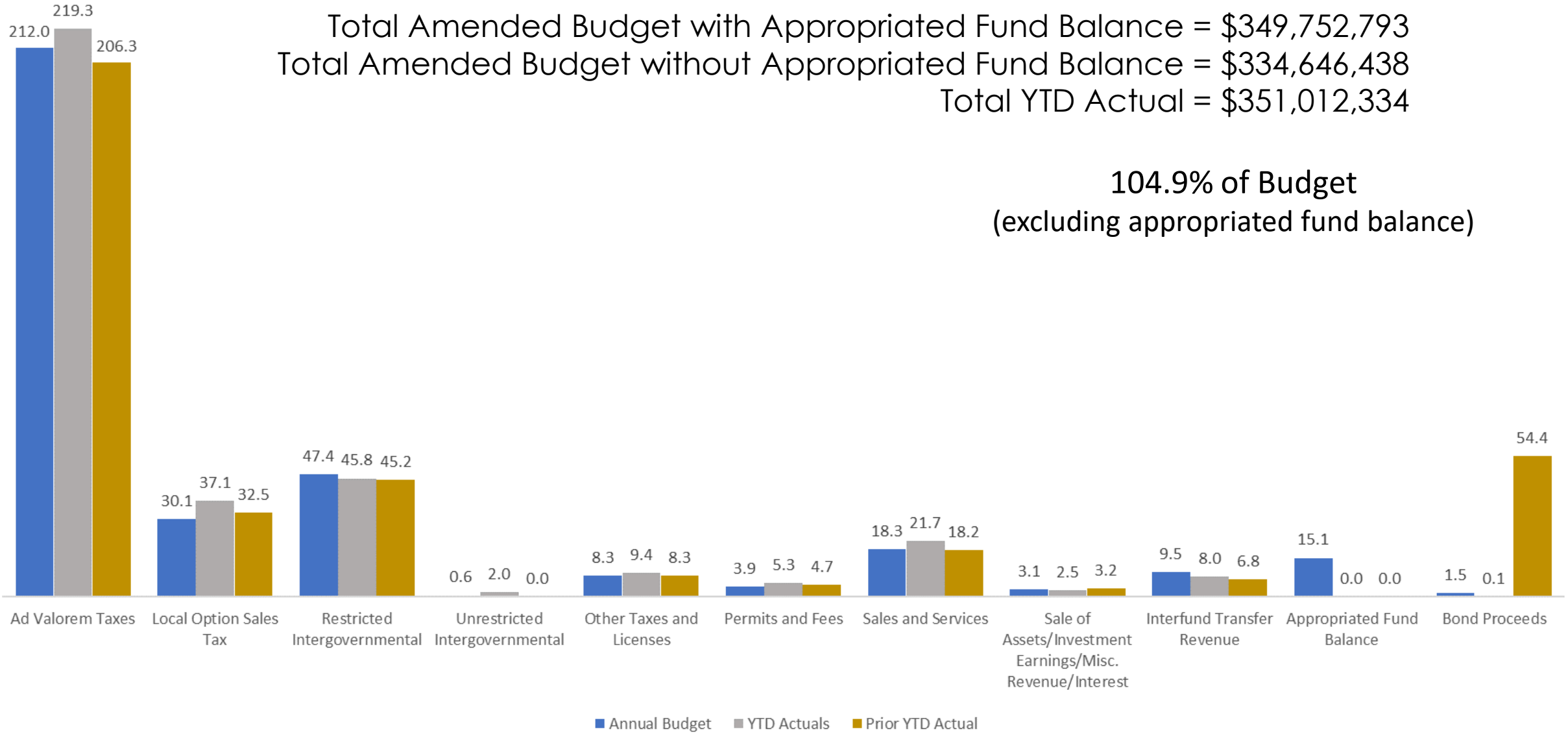
# FY2021 General Fund Budget to Actual

## Revenue by Type

(in millions)

Total Amended Budget with Appropriated Fund Balance = $349,752,793
Total Amended Budget without Appropriated Fund Balance = $334,646,438
Total YTD Actual = $351,012,334

104.9% of Budget
(excluding appropriated fund balance)



# General Fund Revenue Comparisons

*(actuals vs budget)*

| Revenue Type | Amount | Primary Drivers |
|---|---|---|
| Permits and Fees | $1,449,142 | Building Permits and Inspections and Recording Fees were higher than anticipated |
| Local Option Sales Tax | $6,993,959 | Stronger than anticipated consumer spending |
| Sales and Services | $3,364,079 | Net difference of Ambulance fees, rental income, Medicaid Cost settlement, Medicare COVID Vaccines, Planning fees and decrease in Federal Prisoners |
| Other Taxes & Licenses | $1,042,762 | Deed Excise Tax was higher than anticipated |
| Ad Valorem Taxes | $7,290.608 | Additional collections |
| Restricted Intergovernmental | $(1,647,572) | Public Health AA for ELC Enhanced Detection Agreement related to COVID response |
| Interfund Transfer | $(1,503,237) | No transfers from Fund 480 |
| Investment earnings | $(723,188) | Interest rates at NCCMT where the County holds most of its idle cash saw a steady decline down to 1bp in October 2020 and has remained there |

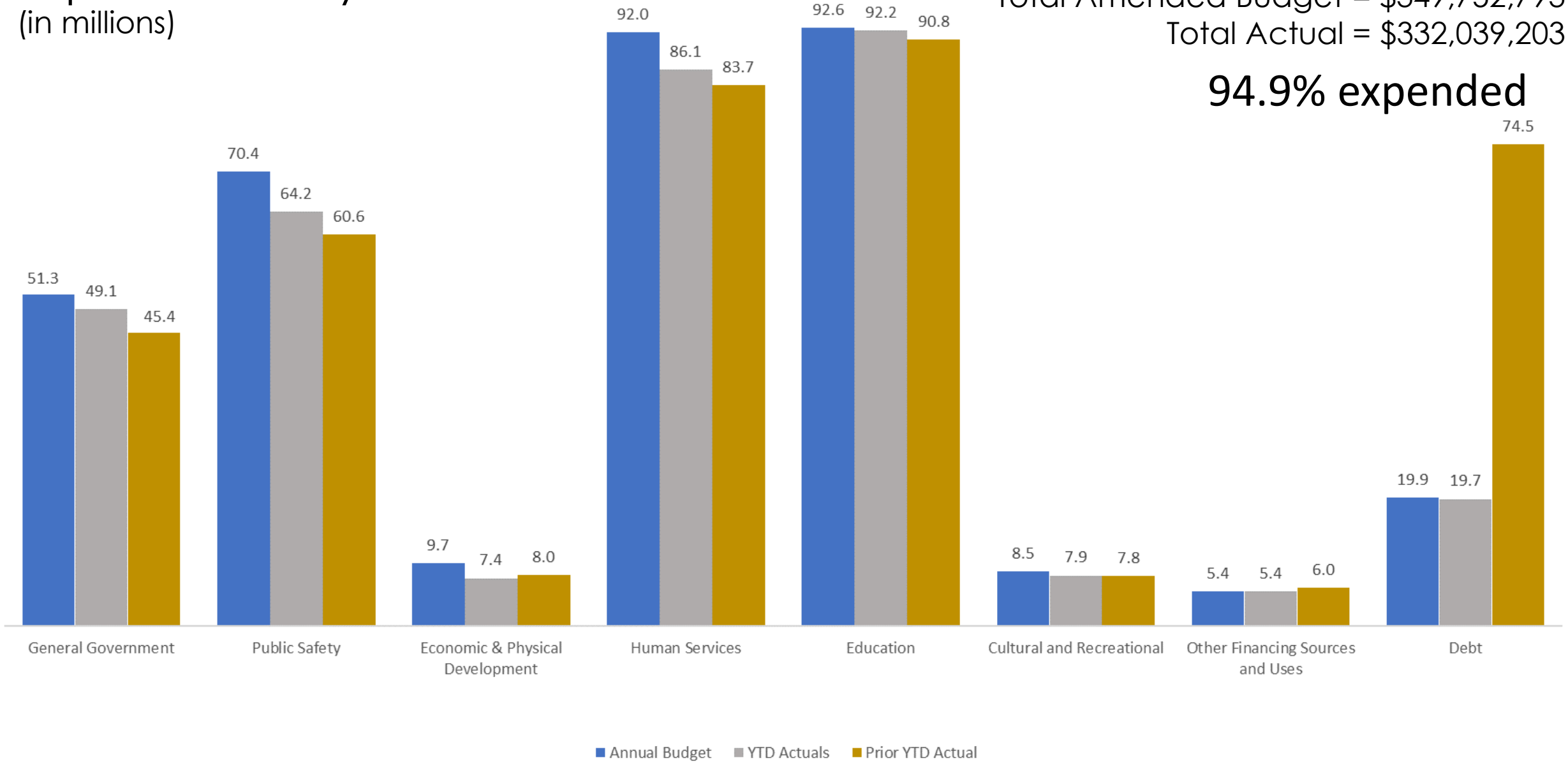
# FY2021 General Fund Budget to Actual

## Expenditure by Function

(in millions)

Total Amended Budget = $349,752,793
Total Actual = $332,039,203

94.9% expended



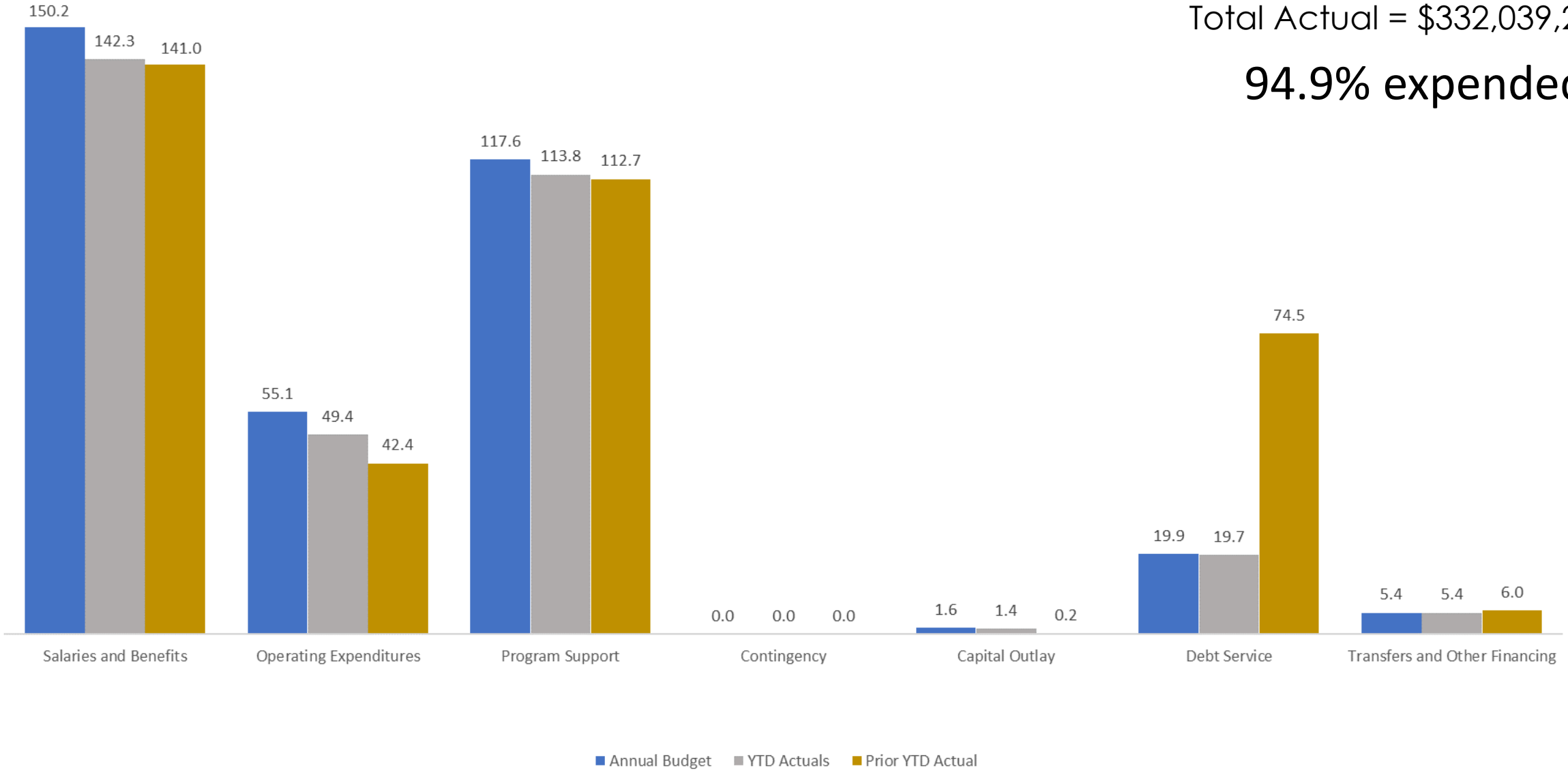
# FY2021 General Fund Budget to Actual

## Expenditure by Category

(in millions)

Total Amended Budget = $349,752,793
Total Actual = $332,039,203

94.9% expended



# General Fund Expense Comparisons

*(actuals under budget)*

| Expense Type | Amount | Primary Drivers |
|---|---|---|
| Salaries and Wages | $(3,480,426) | Vacant positions in Detention Center, Emergency Services, Library, IT and Public Health |
| Operating* | $(5,733,856) | Travel and Training, Office Expenses, Maintenance and Repair of Buildings and Equipment, Contract and Professional Services, Debt Service, Information Technology |
| Benefits | $(4,367,440) | Vacant positions in Detention Center, Emergency Services, IT and Public Health |
| Program Support** | $(3,731,733) | Unspent funds across Economic Development, DSS, Pre-K and Direct Assistance |

*Operating carry forward amount $342,673

**Program Support carry forward amount $1,018,740

- *Economic Development $761,343*

$1,351,413

*Based on June 2021 unaudited budget and actuals.*

# General Fund Available Fund Balance

| | | |
|---|---|---|
| Total General Fund Expenditures & Transfers | | 332,039,203 |
| | | |
| Committed Fund Balance* | 0.8% | 2,639,713 |
| Assigned Fund Balance* | 3.9% | 12,851,502 |
| Unassigned Fund Balance* | 22.6% | 75,069,197 |
| Available Fund Balance before policy evaluation | 27.3% | 90,560,412 |

| | | |
|---|---|---|
| FY2021 year end unassigned fund balance | 22.6% | 75,069,197 |
| Maximum fund balance policy requirement | 20.0% | 66,407,841 |
| Amount to be transferred to Capital Programs Fund | 2.6% | 8,661,356 |

| | | |
|---|---|---|
| FY2021 year end available fund balance after transfer to Capital Program Fund | 24.7% | 81,899,056 |
| Minimum fund balance policy requirement | 15.0% | 49,805,880 |
| Amount available after policy requirements | 9.7% | 32,093,175 |
| FY2022 appropriated fund balance | 2.8% | 9,344,348 |
| Remaining available fund balance | 6.9% | 22,748,827 |

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

*Fund balance categories are estimates

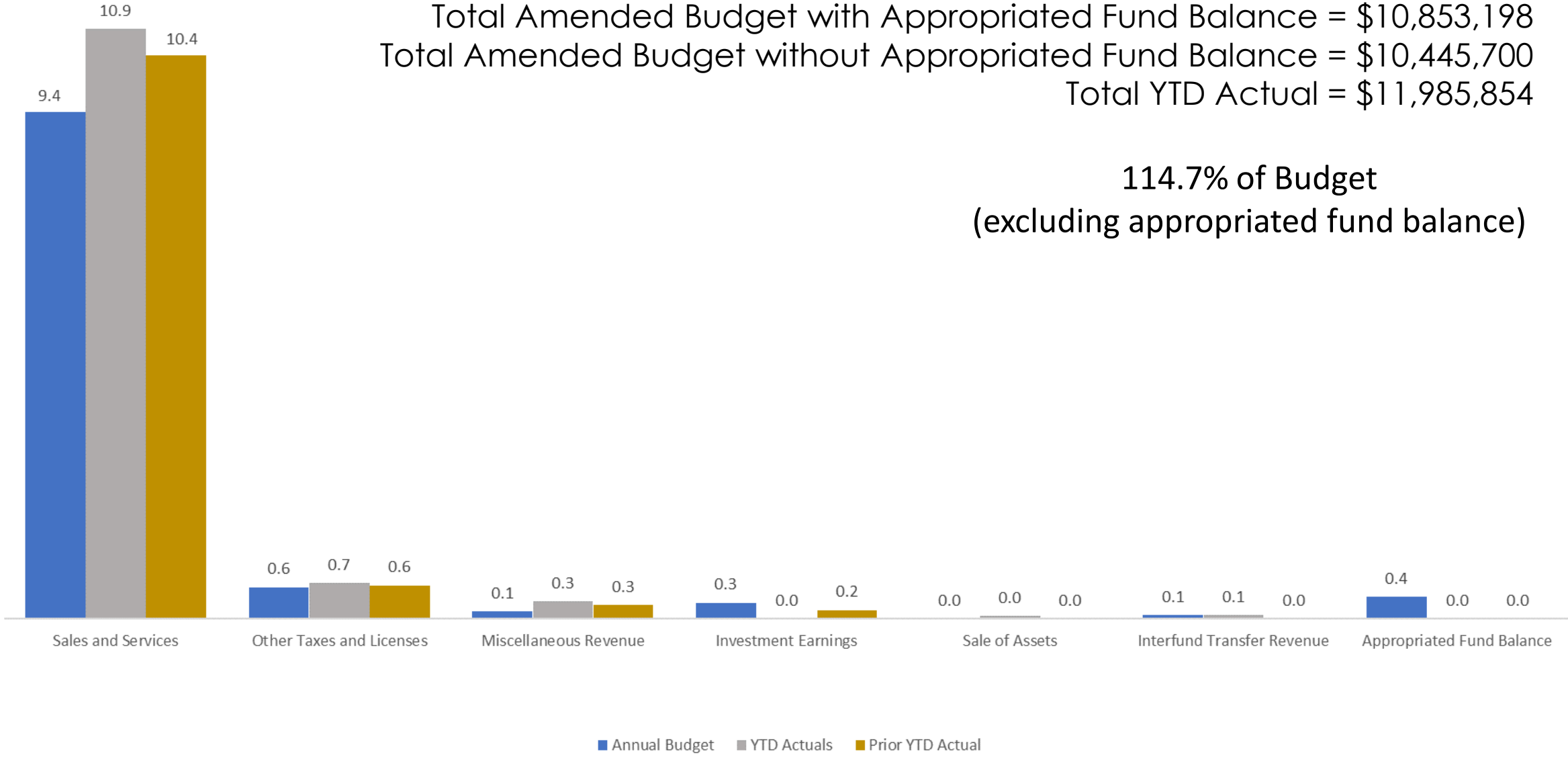
# FY2021 Solid Waste Fund Budget to Actual

## Revenue by Type

(in millions)

Total Amended Budget with Appropriated Fund Balance = $10,853,198
Total Amended Budget without Appropriated Fund Balance = $10,445,700
Total YTD Actual = $11,985,854

114.7% of Budget
(excluding appropriated fund balance)



# Solid Waste Fund Revenue Comparisons

*(actuals over budget)*

| Revenue Type | Amount | Primary Drivers |
|---|---|---|
| Sales and Services | $1,541,100 | 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 | $176,620 | Renewable Energy Credits |
| Other Taxes and License | $78,182 | Scrap Tire Tax, White Goods Tax, Solid Waste Disposal Tax |

*Based on June 2021 unaudited budget and actuals.*

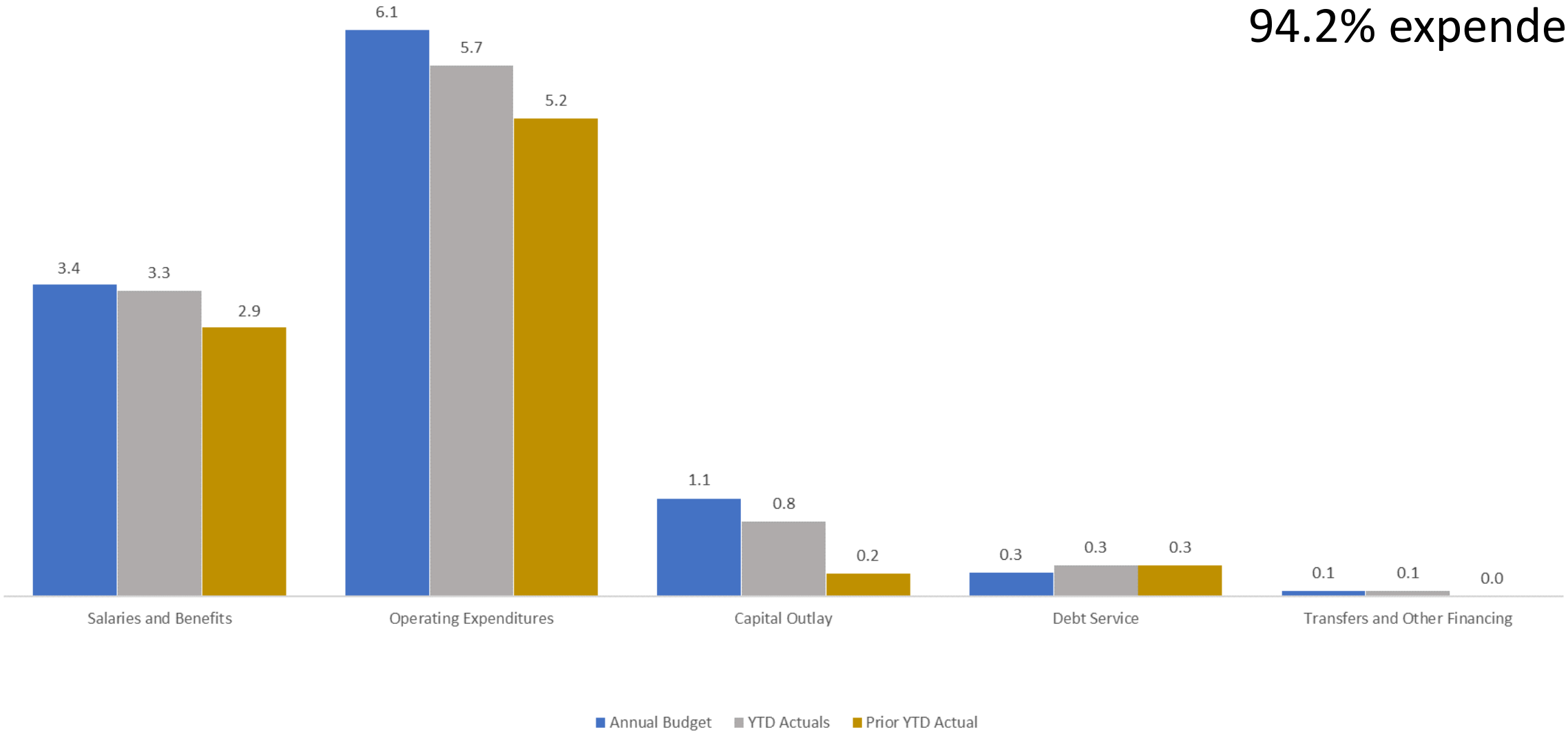
# FY2021 Solid Waste Fund Budget to Actual

## Expenditure by Category

(in millions)

Total Amended Budget = $ 10,853,198
Total Actual = $ 10,223,771

94.2% expended



# Solid Waste Fund Expense Comparisons

*(actuals under budget)*

| Expense Type | Amount | Primary Drivers |
|---|---|---|
| Operating* | $(382,772) | Maintenance and Repair, Contract and Professional Services, Vehicle Expense and Equipment Rental |
| Capital Outlay | $(252,357) | Expenditures for Break Trailer and Garage Improvements came in under budget |

*Maintenance & Repairs carry forward amount $247,046

# Questions?

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Presentations**

**Department:** Finance

**Presenter(s):** Don Warn, Finance Director

**Contact(s):** Don Warn

**Subject:** FY2022 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 2022

**Recommended Motion & Requested Action:** No action is required

# BUNCOMBE COUNTY FINANCIAL QUARTERLY REPORT

## FY2022 - FOR THE QUARTER ENDING SEPTEMBER 30

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**SIGNIFICANT FINANCIAL HIGHLIGHTS** 1

**FINANCIALS:**

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**D. County Capital Projects (FY2022 Approved)** 8

**INVESTMENTS:**

**E. Investment Holdings** 9

**DONATIONS**

**F. Donations List** 10

## SIGNIFICANT FINANCIAL HIGHLIGHTS

The information in this report reflects the financial highlights for Buncombe County through September 30, 2021, which is 25% of the way through the year. This information is unaudited.

General Fund budgeted revenues are $365.3 million and actual revenues as of September 30 are $42.9 million or 11.8% of budgeted revenue and compared to last year at the same time, revenues are 7.7% above fiscal year 2021. 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 $365.3 million and actual expenditures as of September 30 are $73.9 million or 20.2% of budget and compared to the same time last year, expenditures are above fiscal year 2021 by 8.1%. 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 $12.7 million and actual revenues as of September 30 are $2.44 million or 19.2% of budget and compared to last year at the same time, revenues are below fiscal year 2021 by 21.7%. Since this fund operates like a business, revenues are fee based and dependent upon usage.

Solid Waste budgeted expenditures are $12.7 million and actual expenditures to date are $1.4 million or 11.1% of budget and compared to the same time last year, expenditures are below fiscal year 2021 by 9.8%. At this point, all categories of expenditures are coming in under budget 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 2022 have a total budget of $16.6 million and actual expenditures to date total $420,491 or 5.7%. Due to the nature of capital projects, a significant portion of expenditures may not occur in the year the budget was established.

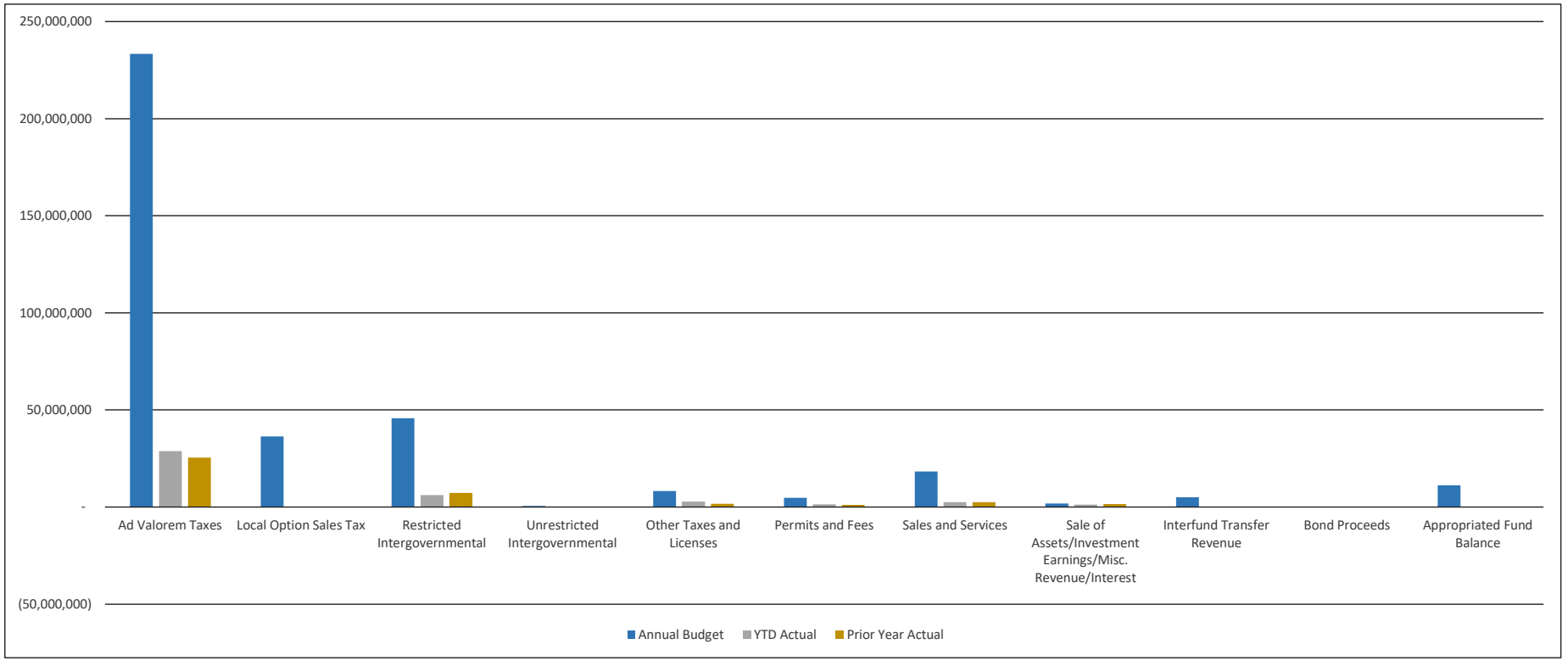
A.

| SUMMARY ANNUAL FUNDS | | | |
|---|---|---|---|
| FUND | Annual Budget | YTD Actual | % of Budget |
| 100 General Total Revenue | (365,332,822) | (42,997,475) | 11.8% |
| 100 General Total Expense | 365,332,822 | 73,966,534 | 20.2% |
| 120 Air Quality Total Revenue | (951,344) | (296,340) | 31.1% |
| 120 Air Quality Total Expense | 951,344 | 144,567 | 15.2% |
| 220 Occupancy Tax Total Revenue | (30,000,000) | (6,952,331) | 23.2% |
| 220 Occupancy Tax Total Expense | 30,000,000 | 3,800,139 | 12.7% |
| 221 Reappraisal Reserve Fund Total Revenue | (198,013) | (237,000) | 119.7% |
| 221 Reappraisal Reserve Fund Total Expense | 198,013 | 165,094 | 83.4% |
| 223 911 Total Revenue | (1,269,343) | (155,152) | 12.2% |
| 223 911 Total Expense | 1,269,343 | 69,517 | 5.5% |
| 225 ROD Automation Total Revenue | (159,101) | (47,098) | 29.6% |
| 225 ROD Automation Total Expense | 159,101 | 40,485 | 25.4% |
| 226 Register of Deeds Total Revenue | (400,000) | (95,004) | 23.8% |
| 226 Register of Deeds Total Expense | 400,000 | 59,638 | 14.9% |
| 228 Special Taxing Districts Total Revenue | (56,741,373) | (5,317,998) | 9.4% |
| 228 Special Taxing Districts Total Expense | 56,741,373 | 7,512,157 | 13.2% |
| 230 Transportation Total Revenue | (6,330,276) | (70,895) | 1.1% |
| 230 Transportation Total Expense | 6,330,276 | 625,244 | 9.9% |
| 231 Woodfin PDF Total Revenue | (778,450) | - | 0.0% |
| 231 Woodfin PDF Total Expense | 778,450 | 1,280 | 0.2% |
| 270 Forfeitures Total Revenue | (271,681) | (13,276) | 4.9% |
| 270 Forfeitures Total Expense | 271,681 | 10,813 | 4.0% |
| 273 School Fines and Forfeitures Total Revenue | (2,000,000) | (215,015) | 10.8% |
| 273 School Fines and Forfeitures Total Expense | 2,000,000 | 118,361 | 5.9% |
| 276 Representative Payee Total Revenue | (500,000) | (100,972) | 20.2% |
| 276 Representative Payee Total Expense | 500,000 | 77,662 | 15.5% |
| 466 Solid Waste Total Revenue | (12,740,210) | (2,444,314) | 19.2% |
| 466 Solid Waste Total Expense | 12,740,210 | 1,407,975 | 11.1% |
| 469 Inmate Commissary Total Revenue | (483,983) | (117,286) | 24.2% |
| 469 Inmate Commissary Total Expense | 483,983 | 46,733 | 9.7% |
| 480 Health and Dental Insurance Total Revenue | (35,639,950) | (8,406,008) | 23.6% |
| 480 Health and Dental Insurance Total Expense | 35,639,950 | 8,123,671 | 22.8% |
| 481 LGERS Stabilization Total Revenue | (250,000) | - | 0.0% |
| 481 LGERS Stabilization Total Expense | 250,000 | - | 0.0% |
| 482 Medicare Benefits Total Revenue | (800,547) | (11,100) | 1.4% |
| 482 Medicare Benefits Total Expense | 800,547 | 241,846 | 30.2% |
| 483 Workers' Compensation Total Revenue | (646,821) | - | 0.0% |
| 483 Workers' Compensation Total Expense | 646,821 | 123,390 | 19.1% |
| 484 Property and Liability Insurance Total Revenue | (2,863,147) | (32) | 0.0% |
| 484 Property and Liability Insurance Total Expense | 2,863,147 | 82,848 | 2.9% |

| SUMMARY MULTI-YEAR FUNDS | | | |
|---|---|---|---|
| FUND | Annual Budget | YTD Actual | % of Budget |
| 224 Special Programs Total Revenue | (19,197,490) | (19,283,941) | 100.5% |
| 224 Special Programs Total Expense | 19,197,490 | 10,131,955 | 52.8% |
| 326 Public School Capital Needs Fund Total Revenue | (224,535,167) | (188,669,929) | 84.0% |
| 326 Public School Capital Needs Fund Total Expense | 224,535,167 | 181,536,834 | 80.9% |
| 327 Grant Projects Total Revenue | (106,324,085) | (90,862,053) | 85.5% |
| 327 Grant Projects Total Expense | 106,324,085 | 28,308,602 | 26.6% |
| 333 AB Tech Total Revenue | (126,688,551) | (112,367,236) | 88.7% |
| 333 AB Tech Total Expense | 126,688,551 | 99,506,079 | 78.5% |
| 335 Public School ADM Sales Tax and Lottery Projects Total Revenue | (102,264,741) | (79,194,882) | 77.4% |
| 335 Public School ADM Sales Tax and Lottery Projects Total Expense | 102,264,741 | 79,205,880 | 77.5% |
| 341 Capital Project Total Revenue | (71,839,018) | (48,437,924) | 67.4% |
| 341 Capital Project Total Expense | 71,839,018 | 36,333,139 | 50.6% |
| 342 Landfill Capital Projects Total Revenue | (28,683,201) | (11,980,105) | 41.8% |
| 342 Landfill Capital Projects Total Expense | 28,683,201 | 11,888,145 | 41.4% |

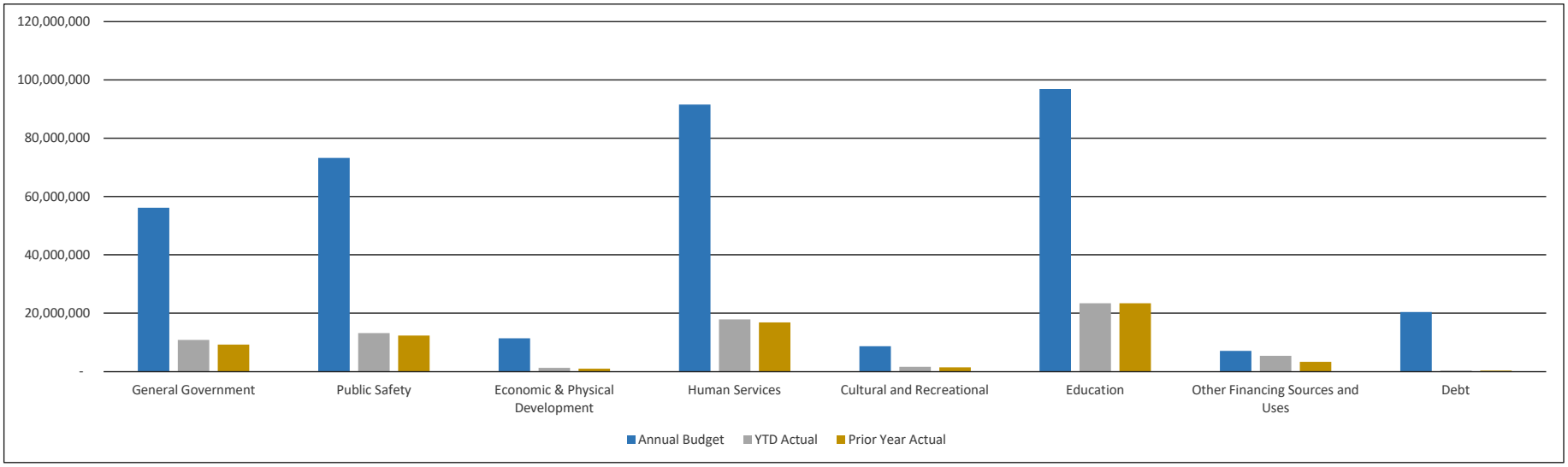
**B. 1.**

| GENERAL FUND<br>REVENUES BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Ad Valorem Taxes | 233,296,662 | 28,807,097 | 12.3% | 25,504,593 |
| Local Option Sales Tax | 36,344,931 | (0) | 0.0% | 0 |
| Restricted Intergovernmental | 45,684,459 | 6,117,521 | 13.4% | 7,300,509 |
| Unrestricted Intergovernmental | 625,000 | - | 0.0% | - |
| Other Taxes and Licenses | 8,286,000 | 2,813,119 | 34.0% | 1,723,083 |
| Permits and Fees | 4,707,000 | 1,390,984 | 29.6% | 1,070,358 |
| Sales and Services | 18,329,982 | 2,516,664 | 13.7% | 2,513,408 |
| Sale of Assets/Investment Earnings/Misc. Revenue/Interest | 1,821,750 | 1,326,745 | 72.8% | 1,586,384 |
| Interfund Transfer Revenue | 5,025,346 | 25,345 | 0.5% | - |
| Bond Proceeds | - | - | 0.0% | - |
| Appropriated Fund Balance | 11,211,692 | - | 0.0% | - |



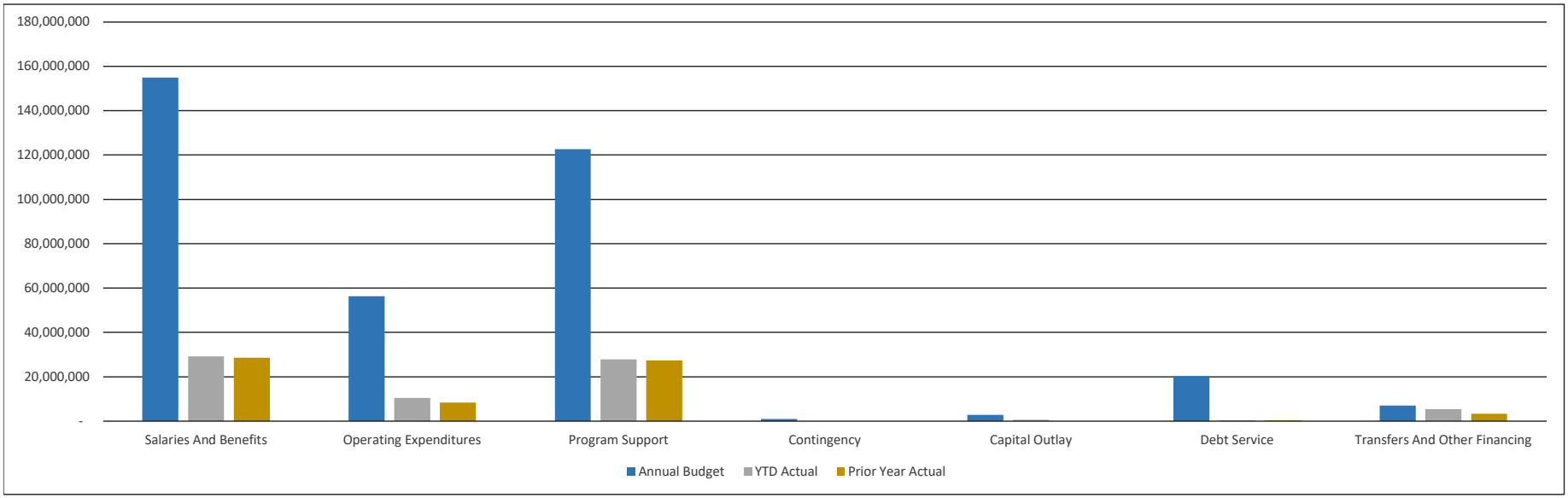
**B. 2.**

| GENERAL FUND<br>EXPENDITURE BY FUNCTION | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| General Government | 56,120,287 | 10,852,424 | 19.3% | 9,286,631 |
| Public Safety | 73,224,638 | 13,159,387 | 18.0% | 12,339,492 |
| Economic & Physical Development | 11,411,407 | 1,238,057 | 10.8% | 1,020,125 |
| Human Services | 91,526,219 | 17,843,230 | 19.5% | 16,820,015 |
| Cultural and Recreational | 8,731,599 | 1,658,391 | 19.0% | 1,441,397 |
| Education | 96,877,153 | 23,434,692 | 24.2% | 23,385,735 |
| Other Financing Sources and Uses | 7,052,714 | 5,416,133 | 76.8% | 3,315,785 |
| Debt | 20,388,805 | 364,220 | 1.8% | 355,431 |



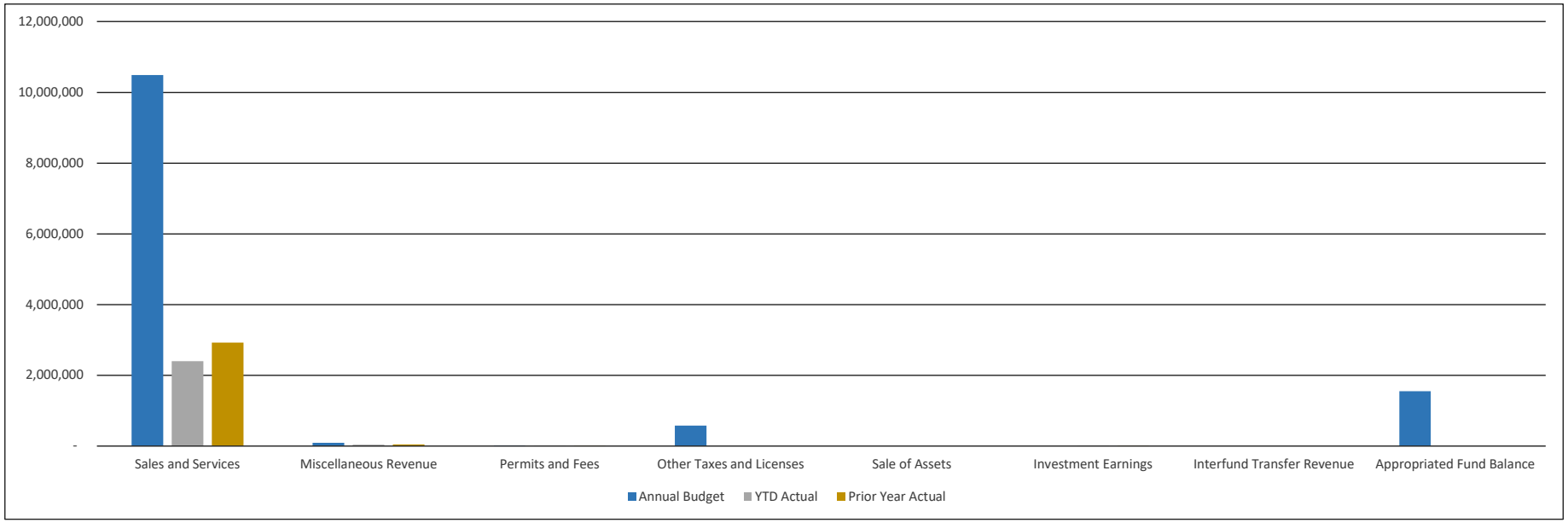
**B. 3.**

| GENERAL FUND<br>EXPENDITURE BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Salaries And Benefits | 154,962,651 | 29,252,256 | 18.9% | 28,650,401 |
| Operating Expenditures | 56,370,619 | 10,423,678 | 18.5% | 8,315,499 |
| Program Support | 122,677,365 | 27,879,903 | 22.7% | 27,327,494 |
| Contingency | 1,000,000 | - | 0.0% | - |
| Capital Outlay | 2,880,668 | 630,345 | 21.9% | - |
| Debt Service | 20,388,805 | 364,220 | 1.8% | 355,431 |
| Transfers And Other Financing | 7,052,714 | 5,416,133 | 76.8% | 3,315,785 |



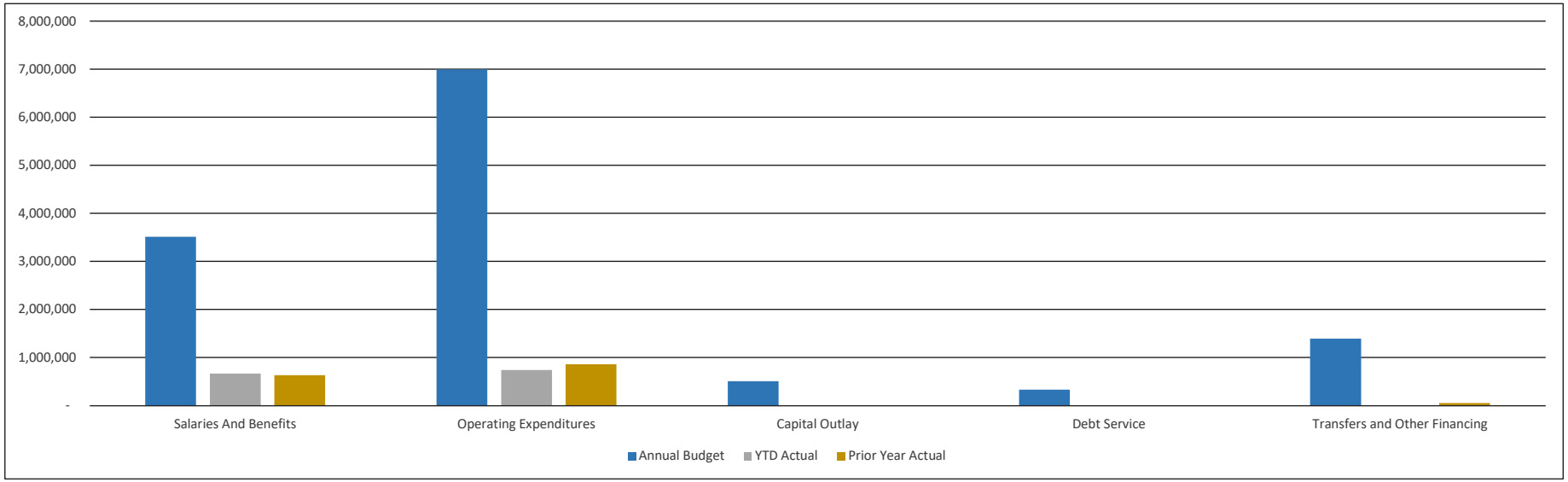
C. 1.

| SOLID WASTE FUND<br>REVENUES BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Sales and Services | 10,495,248 | 2,401,923 | 22.9% | 2,925,685 |
| Miscellaneous Revenue | 95,000 | 38,719 | 40.8% | 46,327 |
| Permits and Fees | 18,100 | 2,400 | 13.3% | 2,000 |
| Other Taxes and Licenses | 578,816 | - | 0.0% | - |
| Sale of Assets | - | - | 0.0% | - |
| Investment Earnings | - | 1,273 | 0.0% | 1,549 |
| Interfund Transfer Revenue | - | - | 0.0% | - |
| Appropriated Fund Balance | 1,553,046 | - | 0.0% | - |



C. 2.

| SOLID WASTE FUND<br>EXPENDITURE BY CATEGORY | Annual Budget | YTD Actual | % of Budget | Prior Year Actual |
|---|---|---|---|---|
| Salaries And Benefits | 3,514,938 | 666,835 | 19.0% | 631,085 |
| Operating Expenditures | 6,991,527 | 740,554 | 10.6% | 859,690 |
| Capital Outlay | 506,895 | 507 | 0.1% | - |
| Debt Service | 331,850 | 80 | 0.0% | - |
| Transfers and Other Financing | 1,395,000 | - | 0.0% | 55,000 |

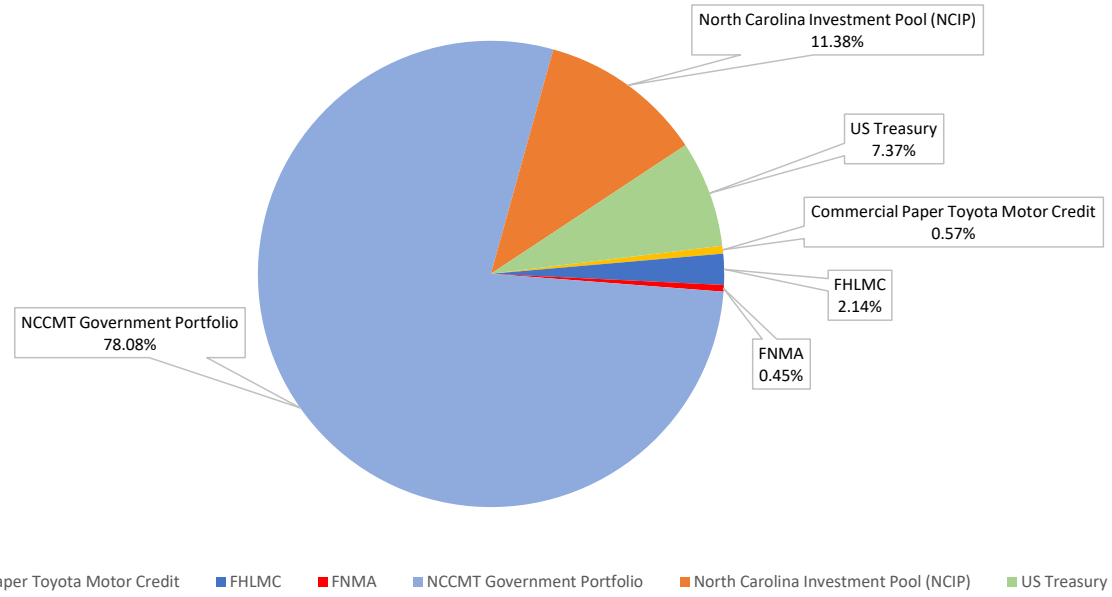


**D.**

| COUNTY CAPITAL PROJECTS - FY2021 APPROVED | | | | |
|---|---|---|---|---|
| EXPENDITURE BY CATEGORY | FY2021 Budget | YTD Actual | LTD Actual | % of Expended |
| FY20 Fleet and General Services Complex | 8,380,000 | - | 48,700 | 0.6% |
| FY22 40 Coxe Interior Renovation | 1,213,615 | - | - | 0.0% |
| 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 | 104 | 0.3% |
| FY22 Buncombe County Sports Park Dog Park | 80,500 | 8,800 | 8,800 | 10.9% |
| FY22 Lake Julian Bathroom Additions | 674,160 | - | - | 0.0% |
| FY22 Lake Julian Paddle Boat Replacement | 88,000 | - | - | 0.0% |
| FY22 New Restroom Facility for Sports Park | 159,000 | - | - | 0.0% |
| FY22 Owen Park Playground Upgrade | 125,249 | - | - | 0.0% |
| FY22 Planning for Forward Facing Building | 200,000 | - | - | 0.0% |
| FY22 Solar Panel Installation Phase 2 | 400,000 | - | - | 0.0% |
| Sidewalks - General | 207,000 | - | - | 0.0% |
| Woodfin Greenway | 2,460,000 | 20,492 | 141,731 | 5.8% |

**E**

| INVESTMENT HOLDINGS 06/30/2021 | | | | |
|---|---|---|---|---|
| **INVESTMENT DESCRIPTION** | **Par Amount** | **Market Value** | **Maturity** | **Interest Rate** |
| NCCMT Government Portfolio | 137,722,802 | 137,722,802 | N/A | 0.0100% |
| North Carolina Investment Pool (NCIP) | 20,075,522 | 20,075,522 | N/A | 0.1000% |
| FHLMC | 1,000,000 | 999,563 | 8/24/2023 | 0.2500% |
| FHLMC | 780,000 | 776,999 | 10/16/2023 | 0.1250% |
| FHLMC | 1,000,000 | 999,446 | 11/6/2023 | 0.2500% |
| FNMA | 800,000 | 799,014 | 11/27/2023 | 0.2500% |
| FHLMC | 1,000,000 | 997,799 | 12/4/2023 | 0.2500% |
| Commercial Paper Toyota Motor Credit | 1,000,000 | 999,957 | 10/8/2021 | 0.2200% |
| US Treasury | 1,000,000 | 998,359 | 5/31/2023 | 0.1250% |
| US Treasury | 1,000,000 | 1,000,234 | 6/15/2023 | 0.2500% |
| US Treasury | 1,000,000 | 997,891 | 7/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 997,422 | 8/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 996,914 | 9/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 996,406 | 10/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 995,234 | 12/15/2023 | 0.1250% |
| US Treasury | 1,000,000 | 994,570 | 1/15/2024 | 0.1250% |
| US Treasury | 1,000,000 | 994,219 | 2/15/2024 | 0.1250% |
| US Treasury | 1,000,000 | 996,445 | 3/15/2024 | 0.2500% |
| US Treasury | 1,000,000 | 995,039 | 5/15/2024 | 0.2500% |
| US Treasury | 1,000,000 | 994,297 | 6/15/2024 | 0.2500% |
| US Treasury | 1,000,000 | 996,250 | 8/15/2024 | 0.3750% |



**F.**

| DONATIONS MADE TO BUNCOMBE COUNTY - FY22 - FOR THE QUARTER ENDING SEPTEMBER 30 | Designated | Undesignated | Total |
|---|---|---|---|
| **2022** | **$ 3,922.00** | **$ 300.00** | **$ 4,222.00** |
| **Monetary** | **$ 3,922.00** | **$ 300.00** | **$ 4,222.00** |
| General Revenues | | $ 300.00 | $ 300.00 |
| Undesignated | | $ 300.00 | $ 300.00 |
| Parks, Greenways & Recreation | $ 250.00 | | $ 250.00 |
| Enka Recreation Destination | $ 50.00 | | $ 50.00 |
| Special Olympics | $ 200.00 | | $ 200.00 |
| Sheriff | $ 3,672.00 | | $ 3,672.00 |
| Back To School Drive | $ 3,672.00 | | $ 3,672.00 |
| **Grand Total** | **$ 3,922.00** | **$ 300.00** | **$ 4,222.00** |

# Buncombe County

# FY2022 1st Quarter Financial Report

*(unaudited)*

*Presented by*
Don Warn

# FY2022 Items for Review

- ✓ General Fund Budget to Actual Summary
  - ➢ Expenses and Revenues
- ✓ Solid Waste Fund- Enterprise Fund
  - ➢ Expenses and Revenues

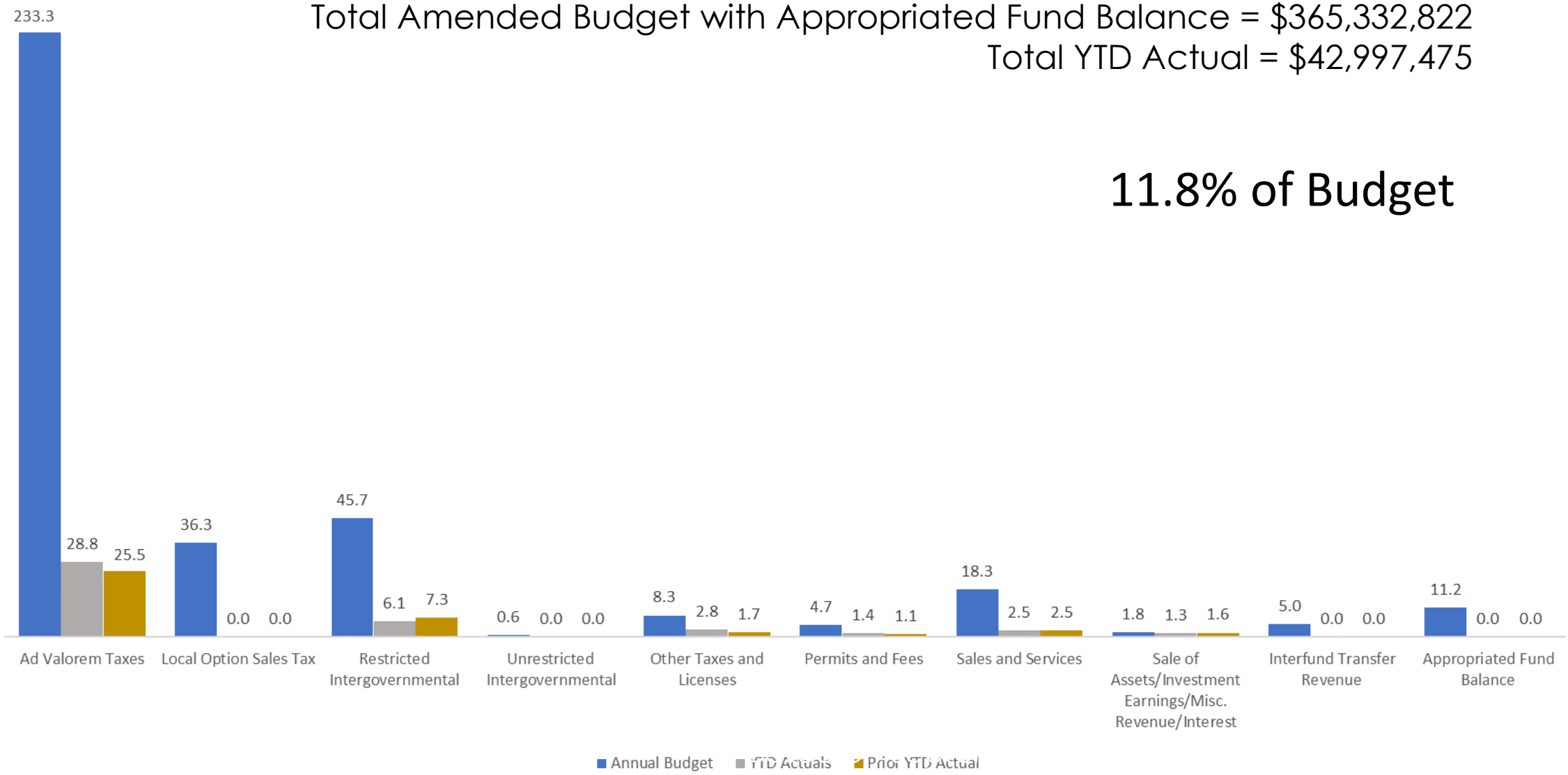
# FY2022 General Fund Budget to Actual

## Revenue by Type

(in millions)

Total Amended Budget with Appropriated Fund Balance = $365,332,822
Total YTD Actual = $42,997,475

11.8% of Budget



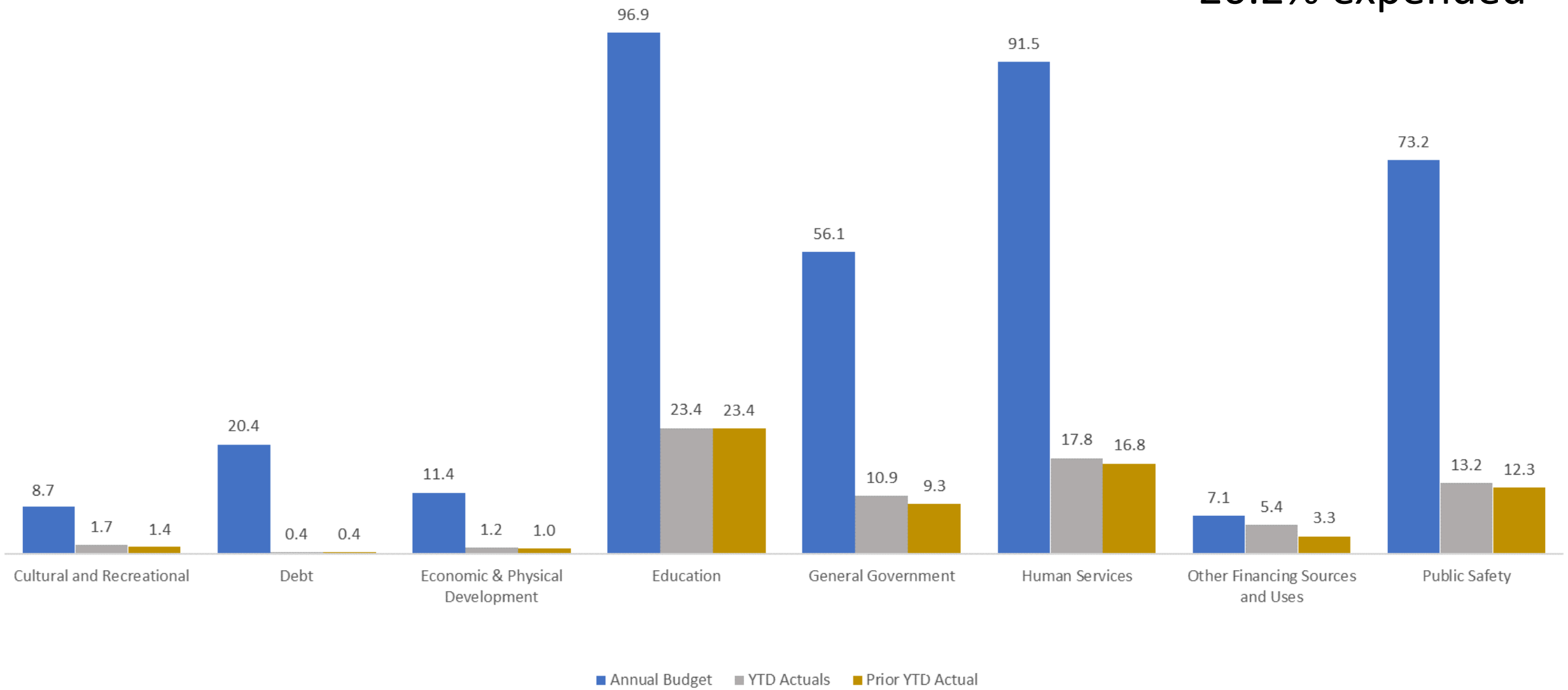
# FY2022 General Fund Budget to Actual

## Expenditure by Function

(in millions)

Total Amended Budget = $365,332,822
Total Actual = $73,966,534

20.2% expended



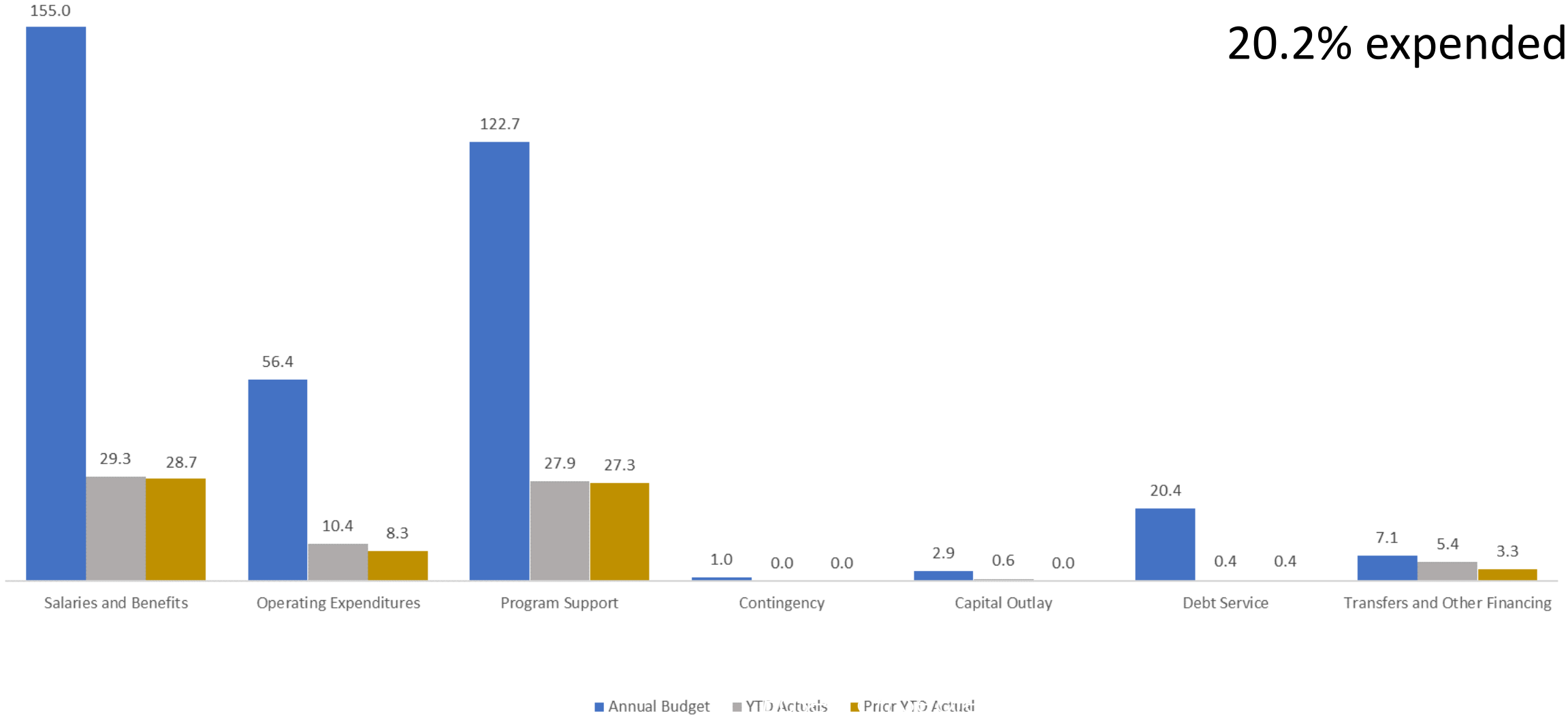
# FY2022 General Fund Budget to Actual

## Expenditure by Category

(in millions)

Total Amended Budget = $365,332,822
Total Actual = $73,966,534

20.2% expended



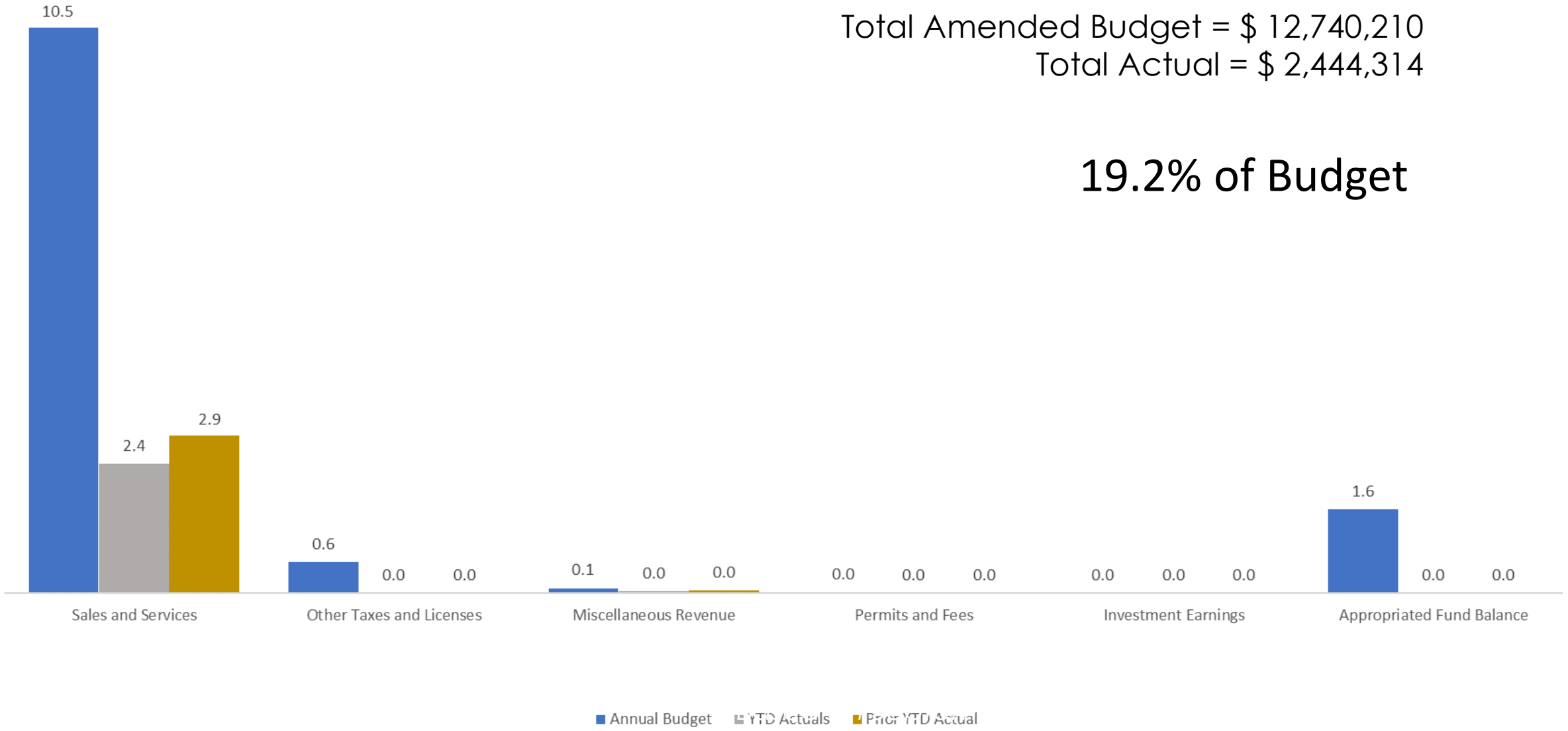
# FY2022 Solid Waste Fund Budget to Actual

## Revenue by Type

(in millions)

Total Amended Budget = $ 12,740,210
Total Actual = $ 2,444,314

19.2% of Budget



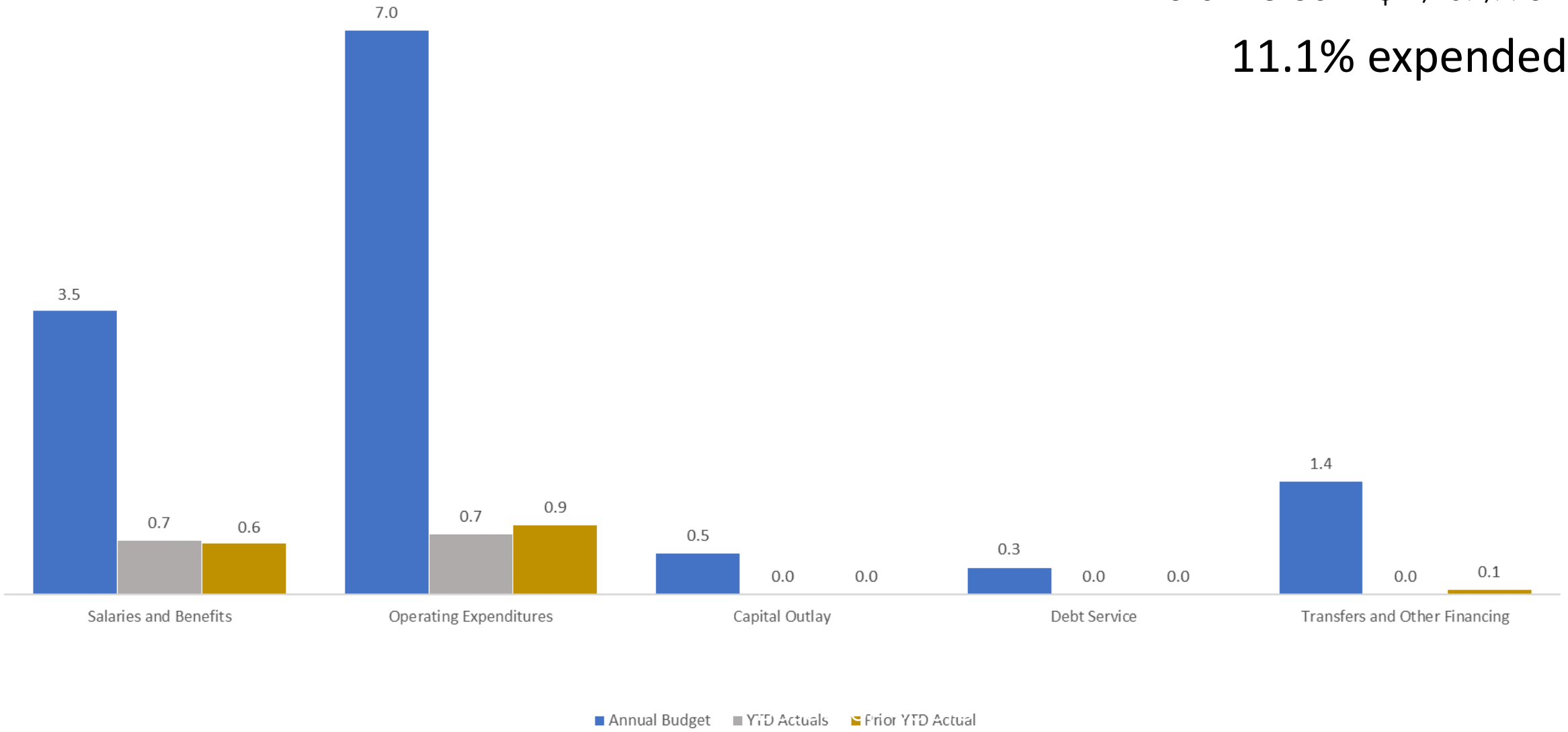
# FY2022 Solid Waste Fund Budget to Actual

## Expenditure by Category

(in millions)

Total Amended Budget = $ 12,740,210
Total Actual = $ 1,407,975

11.1% expended



# Questions?

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**Public Hearings**

**Department:** LEGAL

**Presenter(s):** Michael Frue/Brandon Freeman

**Contact(s):** Michael Frue/Brandon Freeman

**Subject:** TWO (2) RESOLUTIONS AUTHORIZING THE REFUND OF OVERPAYMENT OF EXCISE TAXES IN THE AMOUNTS OF $176.00 AND $680.00 TO THE REED LAW FIRM

**Brief Summary:** The Reed law firm mistakenly recorded two deeds in Buncombe County, twice. As a result, it paid two (2) excise tax payments to Buncombe County in the amounts of $176.00 and $680.00 in error. N.C. Gen. Stat. §105-228.37 authorizes county boards of commissioners to refund overpaid excise taxes after proper notice a hearing.

**Recommended Motion & Requested Action:** Approve the Resolutions authorizing the a refund to the Reed Law Firm, in the amounts of $176.00 and $680.00, in accordance with N.C. Gen. Stat. §105-228.37

**County Manager's comments and Recommendation:** Recommends approval

RESOLUTION #21-10-10

RESOLUTION AUTHORIZING REFUND OF OVERPAYMENT OF EXCISE TAX
(Reed Law Firm o/b/o Ashkat Realty, LLC)

---

WHEREAS, the Reed Law Firm of Asheville, recently uploaded a deed twice for recording with the Buncombe County Register of Deeds ("Exhibit A"), due to a computer glitch; and

WHEREAS, as a result, taxpayer Ashkat Realty, LLC, erroneously overpaid to the Buncombe County Register of Deeds an excise tax of $176.00 on July 19, 2021; and

WHEREAS, pursuant to N.C. Gen. Stat. §105-228.37, the Reed Law Firm made timely written request for a refund of said overpayment on behalf of said taxpayer, a copy of which is attached as "Exhibit B," and

WHEREAS, this Board, having given proper notice to the taxpayer through counsel and having conducted a hearing on the matter, upon motion made, seconded, and duly adopted, has determined that a refund is due.

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

1. That the County Manager, or her designee, shall refund the overpayment, together with any applicable interest,[1] to the taxpayer, care of the Reed Law Firm.

2. That the County Manager, or her designee, shall inform the Department of Revenue of the refund.

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

This the 19th day of October, 2021.

ATTEST

Lamar Joyner, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM

County Attorney

1 Pursuant to N.C. Gen. Stat. § 105-241.21(c)(2), interest accrues 90 days after the tax was paid. N.C. Gen. Stat. § 105-228.37(f) sets the rate as that established in N.C. Gen. Stat. § 105-241.21, which applies the rate set by the Secretary of Revenue (currently set at 5% for July 1, 2021 through December 31, 2021). Pursuant to N.C. Gen. Stat. § 105-241.21(d), a refund sent to a taxpayer is considered paid on a date no sooner than five days after a refund check is mailed.

VOL: October 19, 2021
Page119

Type: CONSOLIDATED REAL PROPERTY
Recorded: 7/19/2021 2:54:49 PM
Fee Amt: $202.00 Page 1 of 3
Revenue Tax: $176.00
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 6095 PG 1200 - 1202

Excise Tax **$176.00**
Parcel Identifier No. 6929-04-5053-00000

Mail after recording to: **Reed Law Firm, P.C., 168-B South Liberty Street, Asheville, North Carolina 28801**
This instrument was prepared by: **Reed Law Firm, P.C., 168-B South Liberty Street, Asheville, North Carolina 28801**
**This instrument prepared by William K. Reed, a Licensed NC Attorney, Delinquent taxes, if any, to be paid by the closing attorney To the County Tax Collector upon disbursement of closing proceeds.**
****THE PROPERTY IS NOT THE PRIMARY RESIDENCE OF THE GRANTOR (N.C.G.S. §105-317.2)****

Brief Description for the index: **118 Heather Drive Asheville, NC 28806**

# NORTH CAROLINA GENERAL WARRANTY DEED

**THIS DEED made this the _____ day of July, 2021, by and between**

| GRANTOR | GRANTEE |
|---|---|
| **Grant C. McArdle, Jr., unmarried** | **AshKat Realty, LLC, a North Carolina limited liability company** |
| PO Box 6951<br>Asheville, NC 28801 | 33 Melrose Ave<br>Asheville, NC 28804 |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Buncombe** County, North Carolina and more particularly described as follows:

**SEE ATTACHED EXHIBIT A**

**Submitted electronically by Reed Law Firm, PC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Buncombe County Register of Deeds.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2205, beginning on Page 846.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple:

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions: **APPLICABLE EASEMENTS, RIGHTS OF WAY, RESTRICTIONS OF RECORD WITHIN THE CHAIN OF TITLE TO THE PROPERTY IDENTIFIED HEREIN.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Grant C. McArdle (SEAL)
**Grant C. McArdle, Jr.**

---

**SEAL-STAMP**

STATE OF North Carolina,
Buncombe COUNTY.

I, the undersigned, a Notary Public of Henderson County, State of NC, hereby certify that Grant C. McArdle, Jr., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14 day of July, 2021.

My commission expires: 5.31.26 _____ Notary Public

JONATHAN A. KENDRICK
Notary Public
Henderson
County
NORTH CAROLINA

# EXHIBIT A

BEING all of Lot 52 of the Revisions of Sections One and Two, as shown on a plat of Briarcliff Crossing as recorded in Plat Book 64, at Page 12 of the records maintained by the Office of the Register of Deeds for Buncombe County, North Carolina; reference to which being hereby made for a more particular description of said Lot.

AND BEING that property identified in Deed/Record Book 2205, beginning on Page 846 of the records maintained by the Office of the Register of Deeds for Buncombe County, North Carolina.

ADDRESS: 118 Heather Drive, Asheville, NC 28806
PIN NO.: 9629-04-5053-00000

2106215

**From:** Amanda Allen <amanda.allen@reedlawpc.com>
**Sent:** Monday, September 27, 2021 12:23 PM
**To:** Brandon Freeman
**Subject:** Refund Request

Buncombe County Board of Commissioners c/o Brandon Freeman,

In July two deeds were recorded twice due to a computer glitch. We would like to request a reimbursement of $856 ($680 & $176). Below is the information on each deed that we are requesting the reimbursement of, in case you need that information.

1. Jeffrey Posey to Mary Hollis McKeown & Brian McKeown ($680)
    a. Deed Book 6095, Page 1804 & Deed Book 6095, Page 1358
2. Grant C. McArdle Jr to Ashkat Realty, LLC ($176)
    a. Deed Book 6095, Page 1841 & Deed Book 6095, Page 1200

If you need more information, please let me know.

Best,

Amanda

Amanda Allen, Paralegal
Reed Law Firm, P.C.
168-B South Liberty Street
Asheville, NC 28801
828.252.9747
828.252.9092 (FAX)
Amanda.allen@reedlawpc.com

Please send all contracts and requests for service to info@reedlawpc.com. All loan packages should be sent to packages@reedlawpc.com. Thank you.

RESOLUTION #21-10-11

RESOLUTION AUTHORIZING REFUND OF OVERPAYMENT OF EXCISE TAX
(Reed Law Firm o/b/o Mary Hollis and Brian McKeown)

---

WHEREAS, the Reed Law Firm of Asheville, recently uploaded a deed twice for recording with the Buncombe County Register of Deeds ("Exhibit A"), due to a computer glitch; and

WHEREAS, as a result, taxpayers Mary Hollis and Brian McKeown erroneously overpaid to the Buncombe County Register of Deeds an excise tax of $680.00 on July 19, 2021; and

WHEREAS, pursuant to N.C. Gen. Stat. §105-228.37, the Reed Law Firm made timely written request for a refund of said overpayment on behalf of said taxpayers, a copy of which is attached as "Exhibit B," and

WHEREAS, this Board, having given proper notice to the taxpayers through counsel and having conducted a hearing on the matter, upon motion made, seconded, and duly adopted, has determined that a refund is due.

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

1. That the County Manager, or her designee, shall refund the overpayment, together with any applicable interest,[1] to the taxpayers, care of the Reed Law Firm.

2. That the County Manager, or her designee, shall inform the Department of Revenue of the refund.

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

This the 19th day of October, 2021.

ATTEST

Lamar Joyner, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM

County Attorney

1. Pursuant to N.C. Gen. Stat. § 105-241.21(c)(2), interest accrues 90 days after the tax was paid. N.C. Gen. Stat. § 105-228.37(f) sets the rate as that established in N.C. Gen. Stat. § 105-241.21, which applies the rate set by the Secretary of Revenue (currently set at 5% for July 1, 2021 through December 31, 2021). Pursuant to N.C. Gen. Stat. § 105-241.21(d), a refund sent to a taxpayer is considered paid on a date no sooner than five days after a refund check is mailed.

VOL: October 19, 2021
Page124

Type: CONSOLIDATED REAL PROPERTY
Recorded: 7/19/2021 3:35:08 PM
Fee Amt: $706.00 Page 1 of 3
Revenue Tax: $680.00
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 6095 PG 1358 - 1360

Excise Tax **$680.00**
Parcel Identifier No. 9744-28-3150-00000

Mail after recording to: **Reed Law Firm, P.C., 168-B South Liberty Street, Asheville, North Carolina 28801**
This instrument was prepared by: **Reed Law Firm, P.C., 168-B South Liberty Street, Asheville, North Carolina 28801**
**This instrument prepared by William K. Reed, a Licensed NC Attorney, Delinquent taxes, if any, to be paid by the closing attorney To the County Tax Collector upon disbursement of closing proceeds.**
****THE PROPERTY IS NOT THE PRIMARY RESIDENCE OF THE GRANTOR (N.C.G.S. §105-317.2)****

Brief Description for the index: **415 Hemlock Springs Trail
Weaverville, NC 28787**

# NORTH CAROLINA GENERAL WARRANTY DEED

**THIS DEED made this the day of July, 2021, by and between**

| GRANTOR | GRANTEE |
|---|---|
| **Jeffrey B. Posey, unmarried** | **Brian McKeown and Mary Hollis McKeown, married to each other** |
| 21529 Plantation Road<br>Bristol, VA 24202 | 415 Hemlock Springs Trail<br>Weaverville, NC 28787 |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Buncombe** County, North Carolina and more particularly described as follows:

**SEE ATTACHED EXHIBIT A**

**Submitted electronically by Reed Law Firm, PC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Buncombe County Register of Deeds.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4791, beginning on Page 55 and Book 3473, beginning on page 292.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple:

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions: **APPLICABLE EASEMENTS, RIGHTS OF WAY, RESTRICTIONS OF RECORD WITHIN THE CHAIN OF TITLE TO THE PROPERTY IDENTIFIED HEREIN.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

_____(SEAL)
**Jeffrey B. Posey**

---

SEAL-STAMP

STATE OF NORTH CAROLINA,
BUNCOMBE COUNTY.

I, the undersigned, a Notary Public of Buncombe County, North Carolina, hereby certify that Jeffrey B. Posey, Inc, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

William Kennon Reed NOTARY PUBLIC Buncombe County, North Carolina

Witness my hand and official stamp or seal, this the 19 day of July, 2021.

My commission expires: 3/29/2024 _____Notary Public

# EXHIBIT A

BEING all of Lot 35, Section 2, as shown on a plat of Twin Brook Hills as recorded in Plat Book 78, at Page 105 of the records maintained by the Office of the Register of Deeds for Buncombe County, North Carolina; reference to which being hereby made for a more particular description of said Lot.

AND BEING that property identified in Deed/Record Book 4791, beginning on Page 55 and in Deed/Record Book 3473, beginning on Page 292 of the records maintained by the Office of the Register of Deeds for Buncombe County, North Carolina.

S.B.P.

ADDRESS: 415 Hemlock Springs Trail, Weaverville NC 28787
PIN NO.: 9744-28-3150-00000

2106144

**From:** Amanda Allen <amanda.allen@reedlawpc.com>
**Sent:** Monday, September 27, 2021 12:23 PM
**To:** Brandon Freeman
**Subject:** Refund Request

Buncombe County Board of Commissioners c/o Brandon Freeman,

In July two deeds were recorded twice due to a computer glitch. We would like to request a reimbursement of $856 ($680 & $176). Below is the information on each deed that we are requesting the reimbursement of, in case you need that information.

1. Jeffrey Posey to Mary Hollis McKeown & Brian McKeown ($680)
    a. Deed Book 6095, Page 1804 & Deed Book 6095, Page 1358
2. Grant C. McArdle Jr to Ashkat Realty, LLC ($176)
    a. Deed Book 6095, Page 1841 & Deed Book 6095, Page 1200

If you need more information, please let me know.

Best,

Amanda

Amanda Allen, Paralegal
Reed Law Firm, P.C.
168-B South Liberty Street
Asheville, NC 28801
828.252.9747
828.252.9092 (FAX)
Amanda.allen@reedlawpc.com

Please send all contracts and requests for service to info@reedlawpc.com. All loan packages should be sent to packages@reedlawpc.com. Thank you.

CITY OF ASHEVILLE
COMMUNITY REPARATIONS COMMISSION

# Project Update

Buncombe County
Board of Commissioners Meeting
October 19, 2021

# Topics

- About TEQuity
- City and County Resolutions
- Role of Project Management Team
- Project Phases
- Project Milestones To-Date
- Community Reparations Commission Appointment Process

# About TEQuity, LLC

*(formerly known as ED3 Group)*

- **Management consulting firm** specializing in strategic planning, project management, analytics, and equity initiatives
- Asheville **regional projects**:
  - **NCDOT** Minority and Woman Small Business Capacity Enhancement (SBCE) Initiative for Western North Carolina (31 counties)
  - E**conomic Leakage Study** for Asheville MSA for the New Economy Coalition
  - City of Asheville's **Disparity Study –** Community Engagement

TEQUITY

REPARATIONS PROJECT

# City and County Reparations Resolutions

- **City of Asheville (July 14, 2020)**

  *"...establish...a new commission empowered to make short-, medium- and long-term recommendations that will **make significant progress toward repairing the damage caused by public and private systemic racism**. Other local government community organizations may also be invited to have representation on the Commission."*

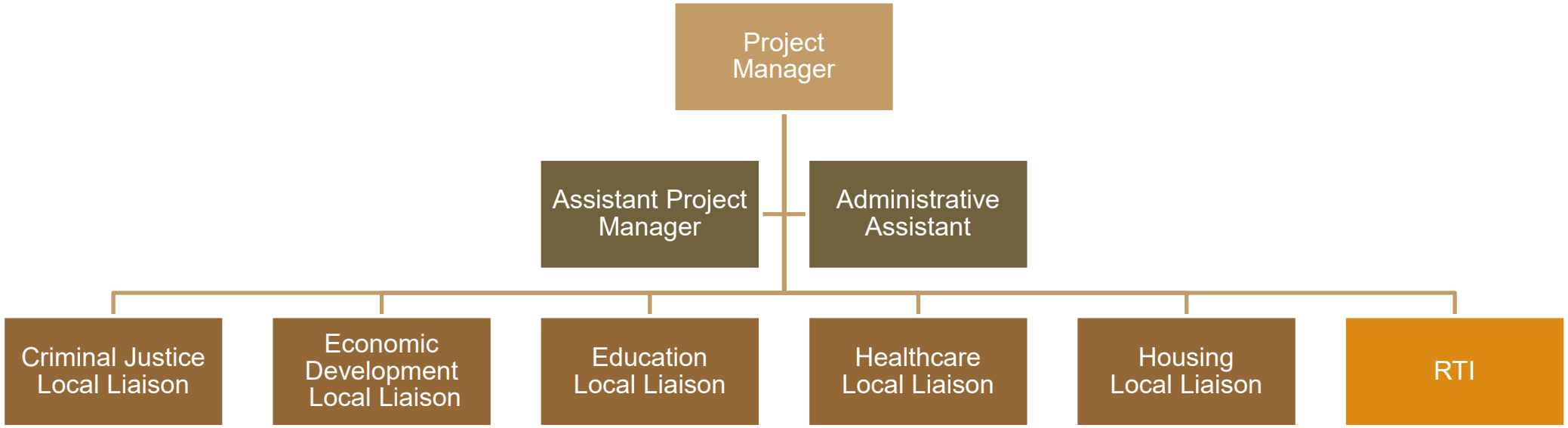
- **Buncombe County (August 4, 2020)**

  *"...will appoint representatives to and fully participate in the new Community Reparations Commission that the City of Asheville is creating"*

# Role of Project Management Support Team

- **Support the work of the Community Reparations Commission**
  - Creating **project management structure** designed to support Commission in producing key deliverables
  - Establishing **research infrastructure**
  - Providing **facilitation support** by impact area
  - **Formalizing resource affiliations** with community-based organizations
  - Sharing **information** with community
  - **Institutionalize knowledge** gained for implementation efforts and/or future projects

# Reparations Project Management Support Team



# Reparations Project Phases

| Activity | Description |
|---|---|
| **Activity 1:** | **Project Initiation** |
| **Activity 2:** | **Formation of Community Reparations Commission** |
| Activity 3: | Reparations and Impact Area Research |
| Activity 4: | Short-Term Recommendations |
| Activity 5: | Medium-Term Recommendations |
| Activity 6: | Long-Term Recommendations |
| Activity 7: | Final Report |
| Activity 8: | Close-Out |

REPARATIONS PROJECT

# Project Milestones To-Date

- Project Management Services **contract awarded** to TEQuity, LLC and approved on September 14, 2021
- Project **kick-off meeting** with City of Asheville and Buncombe County staffs
- Identification of **local liaisons/facilitators** for each impact area: criminal justice, economic development, education, healthcare, housing
- **Meetings** with Equity Offices, Communications and Public Engagement staff, ITS/Office of Data and Performance, City Clerk's Office, City Attorney, County Clerk's Office
- Development of Community Reparations Commission **nomination and application process** and form

REPARATIONS PROJECT

# Community Reparations Commission Appointment Process

**Twenty-five (25)** Community Reparations Commission members

1. **Impacted Neighborhood Representatives**:
   - Thirteen (13) appointments to be selected by neighborhood organizations including:
     - Six (6) neighborhoods historically impacted by Urban Renewal:
       **Burton Street, East End/Valley St., Shiloh, Southside, Stumptown, Heart of Chestnut**
     - Public housing communities
   - Neighborhood nomination process
   - Selection process at the discretion of the neighborhood organizations submitting nominations
   - City of Asheville or Buncombe County residents only

# Community Reparations Commission Appointment Process (cont'd)

2. **Impact Focus Area Appointments**:
   - Twelve (12) appointments based on experience and expertise in **criminal justice, economic development, education, healthcare, and/or housing** impact focus areas
     - Six (6) City Council seat appointments. City of Asheville residents only.
     - Six (6) Buncombe County Commissioner seat appointments. Buncombe County residents only.

# Community Reparations Commission Support Individuals/Organizations

- Individuals/community-based organizations interested in supporting the work of the Commission:
  - Research
  - Data
  - Personal testimonies
  - Endorsements
  - Other support services for the Commission members
- Commission members will determine support needed

# Community Reparations Commission Appointment Process

| Date(s) | Activity |
|---|---|
| **October 19, 2021** | • Share draft of nomination and application process for public comment<br>• Public input period on nomination and application process. Deadline November 1st.<br>• Initiate formation of neighborhood ad hoc nomination committees: Southside, Stumptown, Public housing communities |
| **November 2, 2021** | • Revise nomination and application packages based on public input |
| **November 15, 2021** | • Publish links to final nomination and application packages |
| **December 22, 2021** | • Nomination and application submission deadline |
| **January/February 2022** | • Council and County application review completion |
| | • Interviews for the six (6) Asheville City Council Community Reparations Commission seats |
| | • Council appointment of six (6) Community Reparations Commission Council seats |
| | • Interviews for the six (6) Buncombe County Commissioner Community Reparations Commission seats |
| | • Buncombe County Commissioners appointment of six (6) Community Reparations Commission Commissioner seats |
| **February 2022** | • Finalize and announce all appointments to the Community Reparations Commission |

REPARATIONS PROJECT

# Community Reparation Commission Nomination, Application, Support Interest Forms

City of Asheville
Reparations Commission
## Neighborhood Nomination Package

**BACKGROUND**

On July 14, 2020, the Asheville City Council passed a Resolution Supporting Community Reparations for Black Asheville. The City Council charged the City Manager with establishing a Reparations Commission and a process to develop short-term, medium-term, and long-term recommendations for reparations to redress the harm caused by the City's:

- Participation in and sanctioning of the enslavement of Black people;
- Enforcement of segregation and its accompanying discriminatory practices; and
- Actions in carrying out an urban renewal program that destroyed multiple, successful Black communities.

The Reparations Commission is tasked with issuing a report in a timely manner for consideration by the City into their respective short and long term priorities and plans. This report and the resulting budgetary and programmatic priorities may include but not be limited to:

- Increasing minority homeownership and access to other affordable housing
- Increasing minority business ownership and career opportunities
- Strategies to grow equity and generational wealth
- Close the gaps in healthcare, education, employment, and pay
- Improve neighborhood safety and fairness within the criminal justice system.

**REPARATIONS COMMISSION MEMBERSHIP**

The Reparations Commission will be comprised of twenty-five (25) members. Thirteen (13) of the Commission members will be nominated by legacy and other neighborhoods in the City of Asheville most impacted by systemic racism. Six (6) members will be appointed by the Asheville City Council and six (6) members will be appointed by the Buncombe County Board of Commissioners through a competitive application process.

Neighborhood Organizations/Associations will be naming the members of the Reparations Commission that they wish to serve as their representatives by submitting a nomination form for each representative. The total number of nominees by Neighborhood Organization is listed below:

| Neighborhood Organization | Total Number of Representatives |
|---|---|
| Burton Street | 2 |
| East End | 2 |
| Shiloh | 2 |
| Southside | 2 |

City of Asheville
Reparations Commission
## Application Package

**BACKGROUND**

On July 14, 2020, the Asheville City Council passed a Resolution Supporting Community Reparations for Black Asheville. The City Council charged the City Manager with establishing a Reparations Commission and a process to develop short-term, medium-term, and long-term recommendations for reparations to redress the harm caused by the City's:

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- Increasing minority business ownership and career opportunities
- Strategies to grow equity and generational wealth
- Close the gaps in healthcare, education, employment, and pay
- Improve neighborhood safety and fairness within the criminal justice system.

**REPARATIONS COMMISSION MEMBERSHIP**

The Reparations Commission will be comprised of twenty-five (25) members. Thirteen (13) of the Commission members will be nominated by legacy and other neighborhoods in the City of Asheville most impacted by systemic racism. Six (6) members will be appointed by the Asheville City Council and six (6) members will be appointed by the Buncombe County Board of Commissioners through a competitive application process.

**APPLICANT CONSIDERATIONS**

- Applicants must be residents of the City of Asheville
- Please complete one form for each applicant.

## Interested in Serving on the City of Asheville's Community Reparations Commission?

There are two ways you can apply to serve on the Community Reparations Commission:

1. **Impacted Neighborhood Nomination Process**
2. **Impact Focus Area Application Process**

### 1. Impacted Neighborhood Nomination Process

There are thirteen (13) seats on the Community Reparations Commission reserved for representatives nominated by impacted neighborhoods. The impacted neighborhoods that will submit the names of their representatives on the Community Reparations Commission are:

- Burton Street
- East End/Valley Street
- Shiloh
- Southside
- Stumptown
- Public Housing Communities

**All nominees must be residents of either the City of Asheville or Buncombe County.**

If you are interested in being nominated by one of the neighborhood groups listed above, please complete the **Neighborhood Candidate Interest Form** by clicking **here**. All completed interest forms will be submitted to the neighborhood group(s) selected for review. The City of Asheville is not involved in the Impacted Neighborhood selection process.

### 2. Impact Focus Area Application Process

There are twelve (12) seats on the Community Reparations Commission reserved for individuals identified with expertise in one or more of the following impact focus areas:

- Criminal justice
- Economic development
- Education
- Healthcare
- Housing

The Asheville City Council will appoint six (6) of the twelve (12) impact focus area seats on the Commission. The Buncombe County Board of Commissioners will appoint the remaining six (6) seats.

**All appointees must be residents of either the City of Asheville or Buncombe County.**

REPARATIONS
PROJECT

# Buncombe County Board of Commissioners

## Request for Board Action

**Meeting Date:** 10/19/2021

**New Business**

**Departments:**
Budget & Family Justice Center

**Presenter(s):**
Jennifer Barnette, Budget

**Contact(s):** Paulina Mendez, Family Justice Division Manager
Tiffany Iheanacho, Justice Services Director

**Subject:** Family Justice Center Grant Funding - DOJ OVW Grant FY2022

**Brief Summary:**
The Family Justice Center (FJC) grant expired on 9/30/2021: the Department of Justice (DOJ) Office of Violence Against Women (OVW) 3-year award of $450,000. The FJC reapplied for the DOJ OVW award and has received a 3-year award of $462,354.

A total of $618,800 is needed to maintain existing FJC services and create a new contracted position, requiring a 36-month county contribution of $156,446. The 9-month, FY2022 cost is $39,112. The remaining 27 months of county contribution ($117,334) will be requested as part of the FY2023, FY2024, and FY2025 budget processes.

The current grant funds one Sheriff's Deputy position at the FJC. The new award will fund the position for one year, through 9/30/2022. The position will be requested as a county-funded position in the FY23 budget cycle.

This item includes:

1) Budget amendment to establish the DOJ OVW grant budget of $618,800
2) Budget amendment to establish an $39,112 transfer of county funds from appropriated fund balance to the DOJ OVW Grant. This covers the 9-month, FY2022 county contribution
3) Extension of one Sheriff's Deputy position, as long as funds are available

$39,112 in new county funds are requested.

**Recommended Motion & Requested Action:**

1) Accept grant award
2) Approve budget amendments
3) Extend one grant-funded Sheriff's Deputy position, as long as funds are available

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

**ORDINANCE #21-10-12**

# BUNCOMBE COUNTY, NORTH CAROLINA
## Grant Projects Ordinance

**BOARD MEETING DATE: October 19, 2021**

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

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

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

**ADOPTED** this 19th day of October, 2021.

| | |
|---|---|
| **Granting Agency:** | Department of Justice (DOJ) Office of Violence Against Women (OVW) |
| **Grant Name:** | Family Justice Center (FJC) DOJ OVW - FY2022 |

**Description:**

In FY2019, the Buncombe County FJC received a 3-year award through the DOJ OVW of $450,000, which expired 9/30/2021. The FJC received an additional 3-year award of $462,354, beginning 10/1/2021. A total of $618,800 is needed to maintain existing FJC services and create a new contracted position, requiring a county contribution of $156,446 over 36 months.

The award will extend one county position, a Sheriff's Deputy, through 9/30/2022, extend two contract intake specialist positions (one bilingual) through 9/30/2023, and create one new one trauma-informed legal assistant through 9/30/2023. The award will also fund staff training and client transportation vouchers.

This amendment establishes the grant budget of $618,800. An accompanying General Fund amendment establishes the FY22 transfer of $39,112, which is 9 months of the 36-month county contribution. The remaining 27 months of county contribution will be requested in the FY23, FY24, and FY25 budget cycles. The Sheriff's Deputy position will be requested as a county-funded position in the FY23 budget cycle.

**Funding Source:**

$462,354 awarded through the Department of Justice Office of Violence Against Women
$156,446 in county funds (FY2022 through FY2025). $39,112 in appropriated fund balance in FY2022

| **Exhibit A:** | **Increase (Decrease)** | |
|---|---|---|
| **Account Description** | **Revenues** | **Expenditures** |
| Fund 327 - FJC DOJ OVW Grant FY2022 | $ 618,800 | $ 618,800 |
| **TOTAL** | $ 618,800 | $ 618,800 |

**ATTEST:**

Clerk to the Board

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

By: _____
Chairman of the Board

**ORDINANCE #21-10-13**

# BUNCOMBE COUNTY, NORTH CAROLINA
## General Fund

**BOARD MEETING DATE: October 19, 2021**

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

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

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

**ADOPTED** this 19th day of October, 2021.

| | |
|---|---|
| **Requesting Department:** | Family Justice Center (FJC) |
| **Budget Amendment Item:** | County Contribution to FJC Department of Justice OVW Grant |

**Description:**

In FY2019, the Buncombe County FJC received a 3-year award through the DOJ OVW of $450,000, which expires 9/30/2021. The FJC received an additional 3-year award of $462,354, beginning 10/1/2021. A total of $618,800 is needed to maintain existing FJC services and create a new contracted position, requiring a county contribution of $156,446 over 36 months.

The award will extend one county position, a Sheriff's Deputy, through 9/30/2022, extend two contract intake specialist positions (one bilingual) through 9/30/2023, and create one new one trauma-informed legal assistant through 9/30/2023. The award will also fund staff training and client transportation vouchers.

This amendment establishes the General Fund transfer of $39,112, which is 9 months of the 36-month county contribution. An accompanying amendment establishes the grant budget of $618,800. The remaining 27 months of county contribution will be requested in the FY23, FY24, and FY25 budget cycles. The Sheriff's Deputy position will be requested as a county-funded position in the FY23 budget cycle.

**Funding Source:**

$462,354 awarded through the Department of Justice Office of Violence Against Women
$156,446 in county funds (FY2022 through FY2025). $39,112 in appropriated fund balance in FY2022

| **Exhibit A:** | **Increase (Decrease)** | |
|---|---|---|
| **Account Description** | **Revenues** | **Expenditures** |
| Fund 100 - Appropriated Fund Balance | $ 39,112 | |
| Fund 100 - Transfers to Other Funds | | $ 39,112 |
| **TOTAL** | $ 39,112 | $ 39,112 |

**ATTEST:**

Clerk to the Board

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

By:

Chairman of the Board

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**New Business**

**Department: Budget** **Presenter(s): Jennifer Barnette, Budget Director**

**Contact(s): Jennifer Harrison, Ag and Land Resources Director**

**Ariel Zijp, Farmland Preservation Manager**

**Subject: Establish Eight Conservation Easement Projects**

**Brief Summary:** The Buncombe County Ag Advisory Board in partnership with Buncombe Soil and Water Conservation District would like to request transaction costs for eight Farmland Conservation Easements as well as the purchase price for one of the easements from FY22 Conservation Easement project funds.

- Anthony Cole Farm, 38.3 acres in Leicester - $32,000
- Gary and Sara Cole Farm, 28.9 acres in Leicester - $28,000
- Anthony, Gary, Ormond Cole Farm, 208.2 acres in Leicester - $42,500 + $142,000 (Purchase Price)
- Cole Sisters Farm, 18.4 acres in Leicester - $28,000
- Art McCurry Family Farm, 56 acres in Weaverville - $32,500
- Dorothy and David Sneddon Farm, 54.9 acres in Fairview - $33,000
- Robert Harvey and Denis O'Doherty Farm, 31.5 acres in Barnardsville - $28,000
- Diane Rosseter Family Farm, 19.2 acres in Barnardsville - $28,000

By protecting these eight properties, Buncombe County would be bridging gaps in designated priority regions as well as protecting working family farms that have been within families for over a century. The transaction costs provide match for grant applications for easement funding. This aligns with the 2025 Strategic Plan Goal: *preserve farmland and environmentally sensitive tracts.*

Approving the budget amendment will allocate $394,000 of the $750,000 FY22 conservation easement funds.

**Recommended Motion & Requested Action:**
Approve budget amendment establishing eight conservation easement projects

**County Manager's comments and Recommendation:**
County Manager recommends as presented

**ORDINANCE #21-10-14**

# BUNCOMBE COUNTY, NORTH CAROLINA
## Special Projects Ordinance

**BOARD MEETING DATE: October 19, 2021**

**WHEREAS,** the Budget Director recommends and the Board now desires to amend the FY2021-2022 Special Projects as outlined below in Exhibit "A" to the budget,

**NOW THEREFORE,**

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

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

**ADOPTED** this 19th day of October, 2021.

| | |
|---|---|
| **Requesting Department:** | Ag and Land Resources |
| **Budget Amendment Item:** | Establish Eight Conservation Easement Projects |

**Description:**

The Buncombe County Ag Advisory Board in partnership with Buncombe Soil and Water Conservation District would like to request transaction costs for eight Farmland Conservation Easements as well as the purchase price for one of the easements from FY22 Conservation Easement project funds.

- Anthony Cole Farm, 38.3 acres in Leicester - $32,000
- Gary and Sara Cole Farm, 28.9 acres in Leicester - $28,000
- Anthony, Gary, Ormond Cole Farm, 208.2 acres in Leicester - $42,500 + $142,000 (Purchase Price)
- Cole Sisters Farm, 18.4 acres in Leicester - $28,000
- Art McCurry Family Farm, 56 acres in Weaverville - $32,500
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By protecting these eight properties, Buncombe County would be bridging gaps in designated priority regions as well as protecting working family farms that have been within families for over a century. The transaction costs provide match for grant applications for easement funding. This aligns with the 2025 Strategic Plan Goal: *preserve farmland and environmentally sensitive tracts.*

**Funding Source:**

FY22 Conservation Easement Funding

| **Exhibit A:** | **Increase (Decrease)** | |
|---|---|---|
| **Account Description** | **Revenues** | **Expenditures** |
| Future Conservation Easements | $ (394,000) | $ (394,000) |
| Anthony Cole Farm | $ 32,000 | $ 32,000 |
| Gary and Sara Cole Farm | $ 28,000 | $ 28,000 |
| Anthony, Gary, and Ormond Cole Farm | $ 184,500 | $ 184,500 |
| Cole Sisters Farm | $ 28,000 | $ 28,000 |
| Art McCurry Family Farm | $ 32,500 | $ 32,500 |
| Dorothy and David Sneddon Farm | $ 33,000 | $ 33,000 |
| Robert Harvey and Denis O'Doherty Farm | $ 28,000 | $ 28,000 |
| Diane Rosseter Family Farm | $ 28,000 | $ 28,000 |
| **TOTAL** | $ - | $ - |

**ATTEST:**

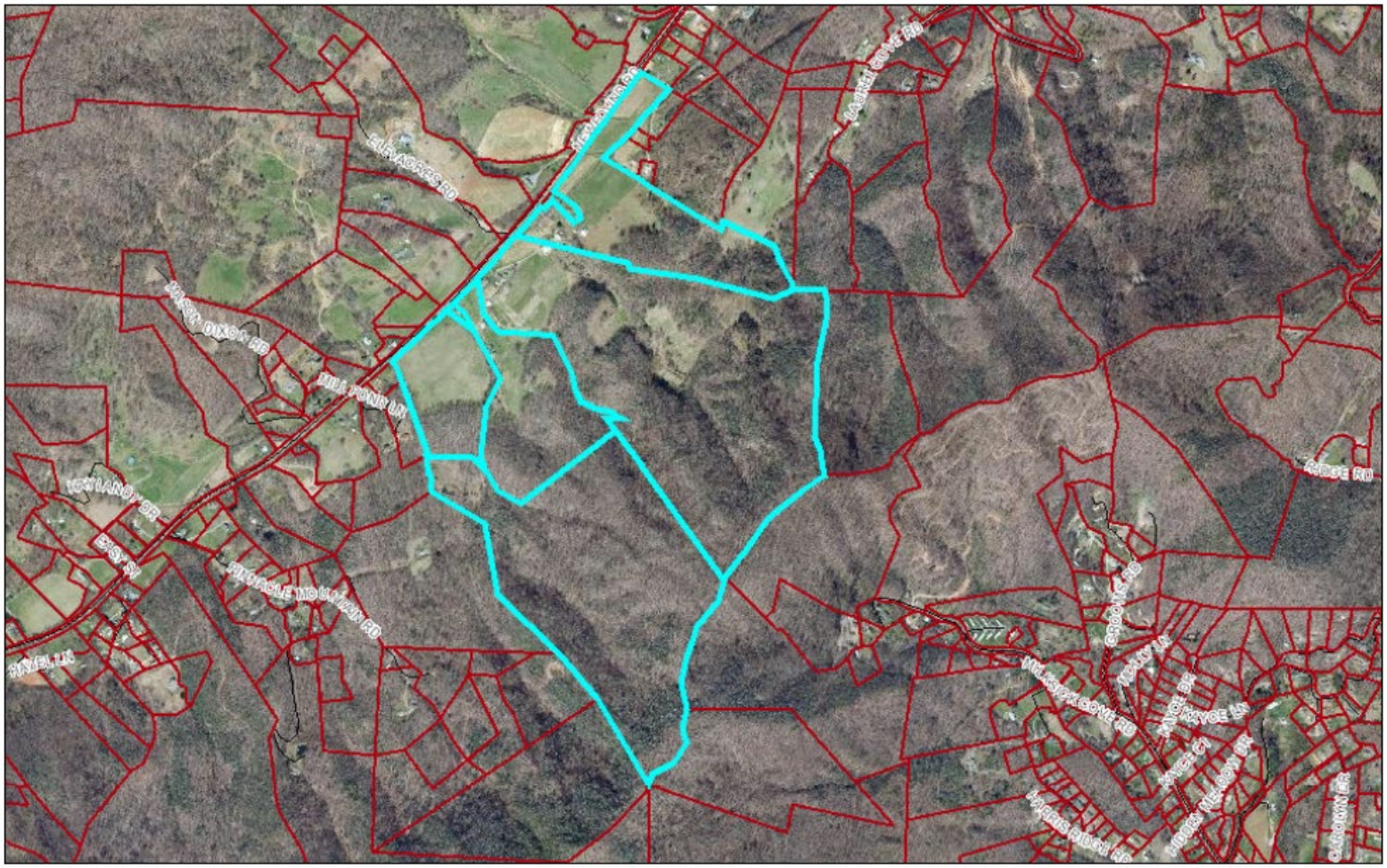
Tamara Laymon
Clerk to the Board

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

By: Brownie W
Chairman of the Board

# Cole Family Farms - Includes:

Anthony Cole Farm
Gary and Sara Cole Farm
Anthony, Gary, and Ormond Cole Farm




July 12, 2021

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COLE FAMILY FARM

Cole Sisters Farm - 18.4 Acres in Leicester

# Dorothy and David Sneddon

November 18, 2020

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

**DOROTHY AND DAVID SNEDDON**

# Art McCurry and Tim McCurry Farm

November 18, 2020

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

**ART MCCURRY FARM**

# Diane Rosseter Farm

July 12, 2021

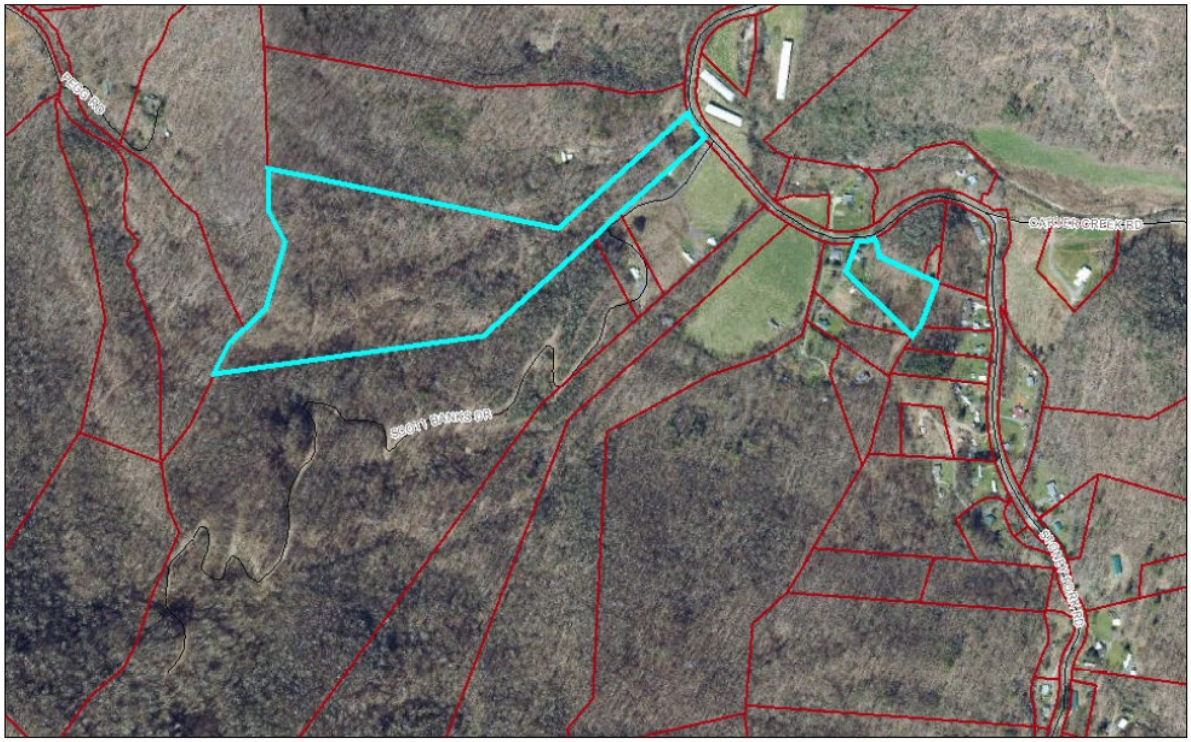
1:4,514

0 0.0375 0.075 0.15 mi

**DIANE ROSSETER**

# ROBERT HARVEY and Denis O'Doherty

Harvey/O'Doherty Property




September 3, 2021

1:9,028

0 0.075 0.15 0.3 mi

# Buncombe County Board of Commissioners

## Request for Board Action

## Meeting Date: 10/19/2021

**New Business**

**Department:** Governing Body

**Presenter(s):** Commissioner Parker Sloan

**Contact(s):** Jeremiah LeRoy, Sustainability

**Subject:** Environmental and Energy Stewardship Subcommittee Resolutions

**Brief Summary:**

At the Sept. 17th Environmental and Energy Stewardship Subcommittee, the members voted to forward two resolutions to the full Board of Commissioners for consideration.

1. Resolution of Buncombe County's Commitment to Clean Vehicles- this resolution supports transitioning the county's fleet to zero emission vehicles and supports staff's Sustainable Fleet Policy, which provides guidance on replacing conventional internal combustion engine vehicles with zero emission vehicles.
2. Resolution Supporting Solar on City Schools, County Schools and AB Tech Facilities – this resolution supports the continuation of solar installations at these public facilities.

**Recommended Motion & Requested Action:** Adopt the resolutions.

RESOLUTION #21-10-15

RESOLUTION OF BUNCOMBE COUNTY'S COMMITMENT TO CLEAN VEHICLES

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WHEREAS, in 2017, Buncombe County established a goal of reaching 100% renewable energy for its internal operation by 2030; and

WHEREAS, the fossil-fueled transportation sector is one of the largest sources of greenhouse gas emissions in the nation and is a contributing factor to air pollution and the climate crisis, threatening the health of our residents and the sustainability of our planet; and

WHEREAS, the transportation sector needs support to move toward adoption of clean energy technology that reduces our dependence on fossil and foreign fuels and supports a healthy environment and economy; and

WHEREAS, there are many opportunities to save Buncombe County taxpayers money by improving the efficiency and reducing maintenance costs of county fleet vehicles; and

WHEREAS, transition to clean technologies for light, medium and heavy duty vehicles is needed to achieve deep reductions in carbon pollution and the benefits grow over time as utilities transition to higher levels of renewable energy.

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

1. Buncombe County commits to the goal of transitioning its entire fleet to zero emission vehicles in the most expeditious and financially responsible manner possible.
2. Buncombe County Commission supports the County's fleet policy to purchase new or replacement vehicles that are the most efficient in their respective class in order to expedite this transition.
3. Buncombe County commits to supporting the necessary infrastructure needed to accommodate the transition of its fleet to zero emission vehicles, such as electric vehicle charging stations.
4. Buncombe County will advocate for Federal, State and utility level programs, policies, incentives and regulatory approaches that assist in the transition toward clean vehicles for its fleet and for the community at large.

Adopted this 19th day of October, 2021

ATTEST

Lamar Joyner, Clerk

BUNCOMBE COUNTY BOARD OF COMMISSIONERS

BY: _____

Brownie Newman, Chair

APPROVED AS TO FORM

County Attorney

Resolution #: 21-10-16

RESOLUTION SUPPORTING FEASIBILITY ANALYSIS FOR THE INSTALLATION OF ON-SITE SOLAR ENERGY SYSTEMS FOR 100% OF FACILITIES OPERATED BY BUNCOMBE COUNTY SCHOOLS, ASHEVILLE CITY SCHOOLS AND ASHEVILLE-BUNCOMBE TECHNICAL COMMUNITY COLLEGE

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WHEREAS, the Buncombe County Commission has adopted a policy supporting the transition to 100% renewable energy for both internal government operations and the larger economy;

WHEREAs, Buncombe County has financial responsibility for the operations of local public schools and AB Tech;

WHEREAS, local public schools and AB Tech incur millions of dollars of costs for their annual electric utility bills, and Duke Energy has forecasted continued increases in their electricity rates; and

WHEREAS, a previously developed project involving collaboration between Buncombe County and local public schools and AB Tech demonstrated the viability of on-site solar energy systems to transition to renewable energy while lowering the life-cycle costs to procure energy for community facilities.

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

1. The Buncombe County Commission supports continuation of the partnership with Buncombe County Schools, Asheville City Schools and AB Tech to transition to renewable energy.

2. The County seeks to partner with Buncombe County Schools, Asheville City Schools and AB Tech to install on-site renewable electricity generation systems on 100% of the facilities where it is technically feasible and prudent (considering roof conditions, land availability, etc.) and financially responsible (i.e., life-cycle operating costs).

3. The County will support a technical feasibility analysis for the facilities and provide financing for the installations where approved by the partner education organizations and the Commissioners.

4. The County supports development and implementation of this project as expeditiously as possible, likely in several phases, but with the goal of completing

the final RFP and executing contracts for final installations no later than the end of calendar year 2025.

This 19th day of October, 2021.

ATTEST

Lamar Joyner, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM

County Attorney