

Board of Commissioners' Agenda

October 5, 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

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Consent Agenda [▲top](#)

- [Approval of August 31, 2021 Special Meeting Minutes](#)
- [Approval of September 7, 2021 Briefing Minutes](#)
- [Approval of September 7, 2021 Regular Meeting Minutes](#)
- [Approval of September 21, 2021 Briefing Minutes](#)
- [Approval of September 21, 2021 Regular Meeting Minutes](#)
- [Tax Collection Report](#)
- [Approval of Library Fine Write Off](#)
- [Approval of Design Services Contract for Advanced Planning for Forward Facing Buildings](#)
- [Amended Resolution Establishing an Environmental and Energy Stewardship Subcommittee](#)
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- [Budget Amendment for Supplemental Chafee \(LINKS\) Funding](#)
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Public Comment

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Good News ▲top

- [Library Story Time Wins Best of WNC Award](#)
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Presentations ▲top

- [Federal Emergency Management Agency \(FEMA\) Overview & Update](#)
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Public Hearings ▲top

- [Community Development Block Grant Neighborhood Revitalization](#)
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County Manager's Report ▲top

Old Business ▲top

New Business ▲top

- [Approval of Interlocal Agreements for Round 2 of Solar Projects](#)
 - [UNCA Resolution](#)
 - [Agreement](#)
 - [Black Mountain Resolution](#)
 - [Agreement](#)
 - [More Information](#)
 - [More Information](#)
- [Consideration of a Resolution Regarding the Election of the County School Board](#)

Board Appointments ▲top

- Tourism Development Authority
 - HP Patel
 - Scott Kerchner
 - Sagar Patel
 - Karen MacNeil
 - Pratik Bhakta
- Women's Commission
 - Chaka-Khan Gordon
 - Alena Klimas
 - Shannon Hallowell
 - Susy Chandler
 - Jennifer Floyd
 - Deb Myers
 - Ariel Shumaker-Hammond
 - Anya Robyak
- Home & Community Care Block Grant Advisory Committee
 - Caroline Levi
 - Daniel Beerman
 - Susan Schiemer
 - Meg White
- Mountain Area Workforce Development Board
 - Michael Horvath
- County Board of Adjustment
 - Carol McCrory

- James Reato

- Maxwell Olle

- Asheville Board of Adjustment

- Kristina White

Announcements [▲top](#)

- October 19 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- October 19 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

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Adjournment

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

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

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Jennifer Pike, Tax Collector; Jim Blanton, Library Director; Tim Love, Intergovernmental Relations; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Sloan motioned to approve the Consent Agenda and the remainder of the agenda. Commissioner Edwards seconded and the motion passed 7-0.

- Approval of August 31, 2021 Special Meeting Minutes
- Approval of September 7, 2021 Briefing Minutes
- Approval of September 7, 2021 Regular Meeting Minutes
- Approval of September 21, 2021 Briefing Minutes
- Approval of September 21, 2021 Regular Meeting Minutes
- Tax Collection Report
- Approval of Library Fine Write Off
- Approval of Design Services Contract for Advanced Planning for Forward Facing Buildings
- Amended Resolution Establishing an Environmental and Energy Stewardship Subcommittee
 - Resolution
 - More Information
- Budget Amendment for Supplemental Chafee (LINKS) Funding
 - Ordinance

PUBLIC COMMENT

TJ Finger, Kristie Bivins, and members from the Asheville Shield Football Club voiced their displeasure with not being able to use the County Sports Park soccer fields.

Don Yelton expressed his concern with the make-up of the Environmental and Energy Stewardship Subcommittee.

Everrett Patillo expressed dissatisfaction with homelessness appearance and County school board voting process.

Mike Dehelm opposed not using small, local solar companies for County projects.

Gloria Michael stated that she opposed the COVID mask mandate for kids in school.

Martha Hubert stated that she does not like how things are going and opposed the COVID mask mandate.

Janet Jones expressed dissatisfaction with the County school board voting process.

Laurie Timmerman expressed concern with the County school board voting process and the COVID mask mandate.

GOOD NEWS

- **Library Story Time Wins Best of WNC Award**

Jim Blanton, Library Director, provided details of the award and expressed his appreciation for the Library's Youth Services team.

PRESENTATIONS

- **Federal Emergency Management Association (FEMA) Overview & Update**

Angie Ledford, EMS, introduced John Boyle, FEMA Federal Coordinator Officer, and Terrel Perry, Small Business Administration (SBA). They explained their agencies' services and answered specific questions from the Board members. Detailed instructions were provided in order to access services and contact FEMA or the SBA.

- **Tourism Development Authority**

Vic Isley, President & CEO at Explore Asheville, summarized the details of the authority's work. Purpose and benefits, community projects, and a listening tour were some of the topics that were explained. "Travel provides potential for prosperity."

PUBLIC HEARINGS

- **Community Development Block Grant Neighborhood Revitalization**

Matt Cable, Planning Manager, provided background about the program and stated that the County must have a Board of Commissioners' adopted citizen participation plan. The plan provides citizens access to information and participation in all project stages. This is the second of two public hearings required as part of the CDBG-NR application. The application process, funding, eligibility, proposed activity, and proposed budget were explained.

The Chairman opened the hearing at 6:52 p.m.

Don Yelton questioned the viability of the project and stated that sweat equity would help.

The hearing was closed at 6:53 p.m.

Commissioner Edwards moved to approve the resolution as presented. Commissioner Wells seconded the motion and it passed 7-0.

NEW BUSINESS

- **Approval of Interlocal Agreements for Round 2 of Solar Projects**

Jeremiah LeRoy, Sustainability, presented an update on the progress of additional solar projects that are intended to be put out to bid on County, Town of Black Mountain, and UNCA facilities. The County must enter into interlocal agreements with these agencies and the budgets of the respective agencies have been approved.

Vice Chair Whitesides moved to approve the UNCA Interlocal Agreement resolution as presented. Commissioner Edwards seconded the motion and it passed 7-0.

Commissioner Sloan moved to approve the Black Mountain Interlocal Agreement resolution as presented. Commissioner Beach-Ferrara seconded the motion and it passed 7-0.

- **Consideration of a Resolution Regarding the Election of the County School Board**

Chairman Newman explained the resolution and provided background information. Proposed legislation would restrict the ability of citizens in Buncombe County to vote for all the candidates running for the Buncombe County Board of Education and the resolution opposes the legislation. A copy of the resolution will be forwarded members of our legislative local delegation, leaders of the North Carolina General Assembly, and the Office of the Governor.

Vice Chair Whitesides moved to approve the resolution as presented. Commissioner Edwards seconded the motion and it passed 6-1. (NOES-Pressley)

BOARD APPOINTMENTS

Chairman Newman moved to have **Meg Jamison** and **Maggie Ullman** serve 1-year terms, and **Lena Hansen** and **Jamie Ager** serve 2-year terms of the **Environmental & Energy Stewardship Subcommittee**. Commissioner Wells seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to appoint **HP Patel** (hotel over 100 rooms) to the **Tourism Development Authority**. Vice Chair Whitesides seconded and the motion passed 7-0.

Chairman Newman moved to appoint, by general consensus of receiving the most votes, **Sagar Patel** (hotel under 100 rooms) to the **Tourism Development Authority**.

Commissioner Beach-Ferrara moved to appoint **Chaka-Khan Gordon, Alena Klimas, Shannon Hallowell, Susy Chandler, Jennifer Floyd, Deb Myers**, and reappoint **Ariel Shumaker-Hammond**, and **Anya Robyak** to the **Women's Commission**. Commissioner Edwards seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to reappoint **Caroline Levi, Daniel Beerman, Susan Schiemer** and **Meg White** to the **Home & Community Care Block Grant Advisory Committee**. Commissioner Wells seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to appoint **Michael Horvath** (business private sector), to the **Mountain Area Workforce Development Board**. Commissioner Wells seconded and the motion passed 7-0.

Chairman Newman moved to reappoint **Kristina White** to the **Asheville Board of Adjustment**. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *October 19 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *October 19 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

CLOSED SESSION

Commissioner Beach-Ferrara moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters on Buncombe County vs. Joseph Wiseman, et al. 18 CVS 4206 with no possible action anticipated following the closed session. Vice Chair Whitesides 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 8:42 p.m.



LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS



BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of August 2021 Tax Collection Report

BRIEF SUMMARY:

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

In the month of August, the majority of fiscal year 2022 property tax notices were created and mailed. Public service company property taxes will be billed late September or early October.

As of August 31, 2021, the total levy billed for fiscal year 2022 is 6.83% collected, as compared to 5.16% for fiscal year 2021.

Below is Buncombe County year to date reporting for fiscal year 2022, as of August 31, 2021.

Current Year Collections

Fiscal Year 2022	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 12,918,967.29	\$ -	\$ 202,248,072.03	\$ 2,698,256.58	\$ 217,865,295.90
Amount Collected	\$ 1,023,087.73	\$ -	\$ 11,160,292.63	\$ 2,689,962.31	\$ 14,873,342.67
Unpaid Balance	\$ 11,895,879.56	\$ -	\$ 191,087,779.40	\$ 8,294.27	\$ 202,991,953.23
Interest Collected	\$ -	\$ -	\$ 79,026.51	\$ 19,470.73	\$ 98,497.24
FY22 Collection %	7.92%		5.52%	99.69%	6.83%
FY21 Collection %	3.63%		3.95%	98.25%	5.16%

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

\$ 14,971,839.91

Prior Year Collections

Prior Years 2012-2021	Personal Property	Real Estate	Total
Amount Collected	\$ 35,129.65	\$ 258,155.35	\$ 293,285.00
Interest Collected	\$ 4,069.42	\$ 18,658.32	\$ 22,727.74

Total prior year collections, fiscal year to date

\$ 316,012.74

*Total property tax released August 2021 due to taxable value adjustments

\$ 23,392.17

*Total refunds processed August 2021

\$ 28,155.38

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



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 10/5/2021

Consent Agenda

Department: Library

Presenter(s): Jim Blanton, Library Director & Don Warn, Finance Director

Contact(s): Jim Blanton, Library Director & Don Warn, Finance Director

Subject: Library Fine Write Off

Brief Summary:

Upon approval of the FY22 budget the Library is no longer charging overdue fines as of July 1, 2021. While fines will no longer accrue within the Library's tracking system, the fines prior to July 1, 2021 still need to be cleared in order to align with the new policy. The fine total remaining as of July 1, 2021 is \$104,234.90. The number of accounts associated with the \$104,234.90 total is 12,902, for an average of \$8 owed per account. Any fees associated with lost or damaged materials are not applicable and will not be cleared.

The Library Advisory Board considered this action at their June 8, 2021 meeting, and voted to recommend clearing remaining overdue fines to complete the process of implementing the fine free policy.

Recommended Motion & Requested Action:

The Library requests that the Board of Commissioners approves writing off \$104,234.90 in remaining overdue fines in order to align with the Library's fine free policy.

County Manager's comments and Recommendation:

County Manager recommends approval.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 10/5/2021

Consent Agenda

Department: General Services

Presenter(s): Scott Metcalf

Contact(s): Scott Metcalf, scott.metcalf@buncombecounty.org

Subject: Design services contract with CPL Architects for advance planning for forward facing department building at 35 Woodfin.

Brief Summary:

The FY22 Capital Improvement Plan (CIP) budgeted \$200,000 for advanced planning for a forward facing department building at 35 Woodfin. In order to proceed with the advanced planning design services are needed. Design services include the following:

- Evaluate the lobby and access needs of the Family Justice Center and forward facing departments, such as Permitting, Planning, etc.
- Develop space plans for department and leadership approval
- Develop analysis of existing building for accessibility and life-safety code compliance
- Perform an Energy Analysis of existing building systems and provide solutions for energy efficiency
- Core and Shell Schematic Design

General Services released a Request for Qualifications (RFQ) for the selection of a firm. Submittals were received and scored by General Services. CPL Architects scored the highest of the firms that submitted designer qualifications. As a result, staff negotiated a contract with CPL Architects for \$194,500. This project is estimated to be complete in February 2022.

Recommended Motion & Requested Action:

Recommend executing the Design Contract with CPL Architects.

County Manager's comments and Recommendation: Recommends approval.

AGREEMENT FOR DESIGN CONSULTANT SERVICES

This Agreement for Design Consultant Services is made, and entered into this the 31st day of August 2021, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter “OWNER”), and CPL Architects and Engineers, (hereinafter “DESIGNER” or “DESIGN CONSULTANT”), whose principal place of business is: 400 Bellemeade Street, Suite 401, Greensboro, NC 27401

For Professional Services in connection with the Project known as:
Buncombe County Government
35 Woodfin Advanced Planning

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 194,500.00.

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 resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.
- 6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7 ADDITIONAL SERVICES

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

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

8. ARTICLE 8 NOTICES

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

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

To Design Consultant: CPL Architects and Engineers
400 Bellemeade Street, Suite 401
Greensboro, NC 27401

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:
CPL Architects and Engineers

By: 

Title: VP/Principal

Date: 9/9/2021

OWNER:
COUNTY OF BUNCOMBE

By: _____

Title: _____

Date: _____

August 24, 2021
Revised August 30, 2021

Mr. Ronnie Lunsford
General Services Facilities/Project Manager
Buncombe County
40 McCormick Place
Asheville, NC 28801

**RE: Buncombe County—35 Woodfin Renovation Advanced Planning
Professional Services Fee Proposal**

Dear Ronnie:

On behalf of CPL, we are pleased to submit the following proposal for Architectural and Engineering Advanced Planning design services for the renovation of 35 Woodfin in downtown Asheville, NC. Our proposal will build off the preliminary planning work we completed as part of the Comprehensive Facilities Master Plan. The Master Plan identified 35 Woodfin as the best location for a facility housing a number of “forward facing” departments that interface directly with the public to deliver services. For 35 Woodfin, CPL has completed:

- A building condition assessment inclusive of building systems and general building repair and renovation needs
- A 3D scan of the building in its current configuration
- Comprehensive interviews of each department slated to be housed in 35 Woodfin. These interviews identified current and future space needs; and have informed our team regarding best practices to address county space concerns
- A test fit blocking plan that illustrated how the relocation of Child Protective Services, EMS, Child Advocacy, DSS and START from 35 Woodfin to 40 Coxe will open up the opportunity to re-purpose 35 Woodfin to house inspections / permitting, air quality, environmental health, tax collection, tax assessment, register of deeds, 911 call center, EMS, HHS DV team, and development / planning. The Family Justice Center will also remain at 35 Woodfin.
- Developing a preliminary project budget of approximately \$25,000,000.

With the above work, CPL has established a baseline to build our Advanced Planning work on. Initial thoughts on key considerations to address in the Advanced Planning work are noted below.

Departments

The programming will consider the relocation of forward-facing departments to 35 Woodfin. These departments may include: Inspections/Permitting, Air Quality, Environmental Health, Tax Collection, Tax Assessment, Register of Deeds, 911 Call Center, EMS, Development/Planning, ID Bureau, and Family Justice Center.

Lobbies and Entries

The Family Justice Center requires a separate lobby for security and privacy concerns. The lobby should provide safe place for families and individuals that visit the family justice center. The lobby should be separated from the existing lobby and other forward-facing departments. The lobby design will also impact the exterior look of the building.

Planning, Inspections, Permitting and Environmental Health will require a separate sub-lobby (labeled “development services” lobby). A separate central meeting room core will serve these departments and Erosion Control. Tax Assessment and Collection will also require a forward-facing counter on the main floor in the central lobby for transaction purposes. These departments have a high volume of daily visitors. Security is a priority since



there is a safe and cash is stored on-site.

CPL and team will review city zoning parking requirements to determine if parking onsite is sufficient per code.

Signage and Wayfinding

Providing clear signage throughout the facility is imperative for visitors to navigate the space. CPL will provide a concept plan noting proposed signage locations. Exterior signage will need to be addressed on the front of the existing building.

Accessibility Approach

The existing bathrooms for the entire building have accessibility issues that need to be addressed. CPL will provide a concept plan to upgrade facilities to meet ADA requirements. CPL will review accessibility where the new Family Justice Center lobby is being proposed. All main entries to the building and sub-lobbies will need to meet accessibility and code guidelines. CPL will review where restrooms may tie into the department layouts in lieu of only lobby spaces.

Sustainability/High Performance Building

CPL approaches sustainability from a holistic, “high performing building” approach. We will look at all components of a building—the envelope, interior materials, building systems—as we address the County’s sustainability goals. Buncombe County sustainability strategies that we will consider in our planning work include:

1. **LEED Equivalency:** CPL will work with the County to identify a strategy to pursue the desired LEED Certified equivalency, which we understand to be Gold. At our initial worksession, we will identify the specific LEED pre-requisites and other ratings points that seem appropriate to this type of building renovation.
2. **Solar Power:** The County has set a goal to generate as much on-site power as can be reasonably produced--given available roof area--and then used by the building systems. Hot water, lighting and other systems will be considered as part of a solar/PV panel, collection, transformer and distribution system strategy. Other County projects have taken the approach of calculating a building’s power usage criteria over a two-year period, in which, an average peak usage was determined. The solar systems were then designed to 85% of that usage as a way to maximize usage of the on-site generated power. CPL’s team will work with the County to identify the specific strategy for this project; and incorporate into our system narratives. Current plan is to plan for solar on the roof after the roof is replaced. This will be assessed as to whether that scope should be included in this project.
3. **Geothermal and other alternate heating and cooling systems:** The County may want to consider using a geothermal or other HVAC systems in the renovated building. We will consider this in our conceptual HVAC system design narrative.

Other Considerations

- Growth: Consider spaces that can “flex” for future growth (i.e., a training room that could become offices or another function)
- Shared common use spaces such as break rooms and wellness rooms
- Impact of the County’s remote work policy
- Outdoor seating and meeting spaces
- Façade improvements to make the building more welcoming
- New exterior signage
- Determine the needs (program and adjacency) of the Family Justice Center and assess where those needs can be met within 35 Woodfin or whether it is recommended for them to relocate to a different facility if that is best for their needs.



Budget

CPL has completed an initial budget analysis of the potential renovation of 35 Woodfin as included in the Comprehensive Facility Plan. That plan identifies a projected project budget of approximately \$25,000,000. For the purposes of this proposal the construction budget is assumed to be \$16-20 million. We will update the budget numbers with the new plan.

SCOPE OF SERVICES

CPL's Advanced Planning process will involve several key tasks, and a specific set of deliverables as described below.

Advanced Planning Process Tasks

1. Kickoff meeting with project leadership to:
 - a. Confirm goals and objectives
 - b. Set project schedule
 - c. Discuss phasing if required
 - d. Discuss specialized equipment requirements
 - e. Discuss any growth or telework changes that may have changed
 - f. Outline additional information needs
 - g. Discuss any budget concerns
2. Review information developed during the Comprehensive Facilities Plan to identify key program elements and targeted follow up questions for all department heads
3. Conduct follow-up interviews with department heads.
 - a. Department head interviews include FJC directors and leadership. FJC to identify key partners/providers to be included on interviews. FJC will invite stakeholders to allotted meetings.
4. Develop space plans for department and leadership approval
5. Develop analysis of existing building for accessibility and life-safety code compliance
6. Perform an Energy Analysis of existing building systems and provide solutions for energy efficiency

Deliverables

CPL's deliverables from our Advanced Planning work will include:

1. Building space program summary (verbal and graphic)
2. Site Plan illustrating proposed improvements including new entrances and updates
3. Floor plans, with furniture, and color coded by department; also illustrating phasing as appropriate
4. Building Code Analysis; Accessibility Analysis
5. Schematic demolition plans (with phasing if appropriate)
6. 3D rendering of new lobby renovation
7. 3D renderings of new entrances and other exterior upgrades
8. Signage plan
9. Written narratives of proposed renovation scope including building systems
10. Sustainability/High Performance Building Strategy
11. Project development schedule
12. Project cost budget

SCHEDULE

CPL and the County anticipate beginning the project in mid September. We will develop a schedule with the County for completion of each phase of work. Target completion of project is February 2022.



ASSUMPTIONS

1. The County's 911 center will be located within 35 Woodfin. This will be designed under a separate contract. CPL will coordinate with the selected designer for that project and consider impacts on space planning and building systems as a result of this project.
2. Scope of work includes developing an outline for an interior signage wayfinding system. Specific signage design, however, is not a part of this scope of work.
3. Interviews with departments will be set up by Buncombe County.
4. Up to 3 presentations for Board of Commissioners is included.

FEES

We propose a lump sum fee structure for the scope of services outlined above. Our fee structure is summarized below:

Task	Fee	
Project Scoping: Kickoff meeting with project leadership Review information developed during the Comprehensive Facilities Plan to identify key program elements and targeted follow up questions for all department heads		\$ 7,500.00
Programming: Conduct follow-up interviews with department heads and FJC stakeholders		\$ 22,500.00
Core and Shell Schematic Design: Develop analysis of existing building for accessibility and life-safety code compliance and exterior improvements for new entrance.		\$ 49,500.00
Interior Upfit Schematic Design: Develop space plans for department and leadership approval		\$ 94,500.00
Energy Analysis: Perform an Energy Analysis of existing building systems and provide solutions for energy efficiency		\$ 10,000.00
Final Report and Presentation		\$ 9,500.00
Reimbursable Allowance		\$ 1,000.00
Total Fee	\$	194,500.00

CONCLUSION

We appreciate the opportunity to work with Buncombe County on this important project! If there are any questions, please do not hesitate to contact us. We look forward to working with you on the successful completion of this project.



PROFESSIONAL SERVICES PROPOSAL

35 Woodfin Advanced Planning

August 24, 2021

Revised August 30, 2021

Page 5 of 5

Sincerely,
CPL

A handwritten signature in black ink, appearing to read 'Kenneth C. Mayer, Jr.'.

Kenneth C. Mayer, Jr., FAIA, LEED AP
Vice President/Principal-in-Charge

A handwritten signature in blue ink, appearing to read 'Rachel F. Nilson'.

Rachel F. Nilson, AIA
Senior Associate/Project Manager



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 10/5/2021

Consent Agenda

Department: Environmental and Energy Stewardship Subcommittee

Presenter(s): Chairman Newman

Contact(s): Chairman Newman / Michael Frue

Subject: Amended Resolution Establishing an Environmental and Energy Stewardship Subcommittee

Brief Summary: The Commission established this subcommittee at its June 15, 2021 regular meeting. The subcommittee has noted that language in the second Whereas contains factual errors pertaining to climate science, this Board appointed four community members, and the terms of community members should be three years rather than only two years. This amendment corrects the second Whereas, makes clear that this is a seven member subcommittee, and sets the terms of community members to three years each limited to two consecutive terms with staggered terms.

Recommended Motion & Requested Action: Approve the attached Amended Resolution Establishing an Environmental and Energy Stewardship Subcommittee.

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

Resolution #21-10-01

AMENDED RESOLUTION ESTABLISHING AN
ENVIRONMENTAL and ENERGY STEWARDSHIP SUBCOMMITTEE

- WHEREAS, North Carolina General Statutes § 153A-76 authorizes a board of commissioners to create, change, abolish, and consolidate offices, positions, departments, boards, commissions, and agencies of the county government in order to promote orderly and efficient administration of county affairs;
- WHEREAS, recognizing through climate science that climate change is having dangerous impacts on human populations and the environment, this Board recognizes a duty and obligation to provide leadership in responding to the climate crisis;
- WHEREAS, this Board has established a strategic priority to foster Environmental and Energy Stewardship in Buncombe County to give rise to high quality air, water, farmland, and renewable energy for future generations, including efforts to reduce greenhouse gas emissions and to preserve farmland and environmentally sensitive tracts;
- WHEREAS, in order to facilitate the purposes and intents of this strategic priority and related goals this Board is of the opinion that it is in the best interests of the citizens and residents of the County to appoint a subcommittee of its membership as a Climate and Environment Working Group to review and provide recommendations to this Board on items related to these strategic priorities.

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

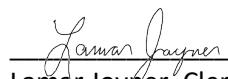
1. That the Board of Commissioners hereby establishes an Environmental and Energy Stewardship Subcommittee;
2. That the Subcommittee will have seven (7) members to be appointed by this Board, and comprised as follows:
 - three (3) Commissioners each appointed to serve a term of three (3) years, or until their term on the Commission expires, whichever occurs first, beginning July 1, 2021;
 - four (4) Community Members each appointed to serve a term of three (3) years limited to two consecutive terms;
 - two (2) Community Members will initially be appointed to serve a one (1) year term; and Two (2) Community Members will initially be appointed to serve a two (2) year term. These initial appointments will not count toward the two (2) term limit;

- any vacancy on the Committee regardless of how created shall be filled by appointment by the Board of Commissioners for the unexpired term of the vacant position; and
 - the Buncombe County Board of Commissioners may remove any Committee member at any time for incapacity, unfitness, misconduct, or neglect of duty;
3. That in order to provide recommendations for action to this Board, the Subcommittee is authorized to examine opportunities environmental and energy stewardship including, but not limited to, the following:
- conservation easement strategies
 - reduction of greenhouse gas emissions
 - renewable energy development and access
 - preservation of farmlands and natural resources
 - solar and other renewable energy
 - solid waste management and recycling
 - air and water quality
 - green building;
4. That the Subcommittee may establish a set of by-laws, a meeting schedule, and other business necessities in order to carry on its business;
5. That the Subcommittee may be staffed by County personnel through the County Manager's office;
6. That this Subcommittee will serve as an advisory body to the County Commission and has no authority to bind Buncombe County; and
7. That this resolution is effective upon adoption.

This the 5th day of October, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

Buncombe County
Environmental and Energy Stewardship Subcommittee
By-Laws

I. Purpose: The purpose of the Committee is to examine opportunities for environmental and energy stewardship including, but not limited to, the following:

- conservation easement strategies
- reduction of greenhouse gas emissions
- renewable energy development and access
- preservation of farmlands and natural resources
- solar and other renewable energy
- solid waste management and recycling
- air and water quality
- green building.

II. Procedure Statement:

A. Name and Office

The Environmental and Energy Stewardship Subcommittee (hereinafter, sometimes, the “Committee”) exists by virtue of Buncombe County Board of Commissioners Resolution #21-06-12. This subcommittee may sometimes be referred to as the Climate and Environment Working Group.

B. Membership

The Committee shall consist of seven (7) members and shall be appointed by the Buncombe County Board of Commissioners upon application as follows:

- three (3) members of the Buncombe County Board of Commissioners; and
- four (4) community members appointment by the Board;

C. Terms

1. The Committee shall be appointed by the Buncombe County Board of Commissioners for terms of three (3) years beginning July 1 in the year of appointment.
2. Commission Members may serve without limit to number of successive terms, or until their term on the Commission expires, whichever last occurs, beginning July 1, 2021. No Community Member shall serve more than two (2) successive terms.
3. Two (2) Community Members will initially be appointed to serve a one (1) year term; and Two (2) Community Members will initially be appointed to serve a two (2) year term. These initial appointments will not count toward the two (2) term limit.

4. Any vacancy on the Committee regardless of how created shall be filled by appointment by the Board of Commissioners for the unexpired term of the vacant position.
5. The Buncombe County Board of Commissioners may remove any Committee member at any time for incapacity, unfitness, misconduct, or neglect of duty.

D. Officers

1. Chair and Vice-Chair

The Committee members shall appoint a Chairperson and Vice-Chairperson from its membership by majority vote to serve a one (1) year term and until their successor is appointed by the Committee. Said appointments shall be made during the first regularly scheduled meeting of each fiscal year and shall take effect immediately upon the successful majority vote.

The Chair of the Committee shall preside at Committee meetings if they are present. If the Chair is absent, the Vice-Chair shall preside. If the Chair and Vice-Chair are both absent, another member of Committee designated by a majority vote of members present at the meeting shall preside.

The Presiding Member shall have the following powers:

- To facilitate an orderly meeting in accordance with the prepared agenda;
- To rule motions in or out of order, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;
- To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- To call a brief recess at any time;
- To adjourn in an emergency; and
- To provide oversight to County staff in preparing meeting agendas.

2. Secretary

The County employee selected to staff this committee shall serve as Secretary to the Committee.

The secretary of the Committee shall keep a true and accurate account of all proceedings of Committee meetings; issue notices of all meetings; issue any call for special meetings; and notify the Clerk to the Buncombe County Board of Commissioners office of any vacancies on the Committee.

E. Committee Meetings

1. Regular Schedules

In accordance with North Carolina's open meetings laws, the schedule of regular meetings shall be filed with Clerk to the Buncombe County Board of Commissioners and shall be posted on Buncombe County's Website.

2. Special Meetings

- a)** The Chairperson, or any three (3) members of the Committee, may at any time call a special meeting of the Committee by signing a written notice stating the time and place of the meeting and the subjects to be considered. The person or persons who call the meeting shall cause the notice to be mailed, emailed, or delivered to the Chairperson and all of the Committee members or left at the usual dwelling place of each member at least 48 hours before the meeting and shall cause a copy of the notice to be posted at the door of its usual meeting room and on the building in an area accessible to the public at least 48 hours before the meeting. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.
- b)** If a special meeting is called to deal with an emergency, the notice requirements of this rule do not apply. However, the person or persons who call an emergency special meeting shall take reasonable action to inform the other members and the public of the meeting. Only business connected with the emergency may be discussed at the meeting.

3. Agenda

The officers shall have administrative oversight in organizing and documenting meetings, to include, but is not limited to agendas, minutes, notices, etc. The Committee may by unanimous vote add an item that requires action that is not on the agenda.

4. Public Comment

There will be a public comment period at the beginning of every regular meeting limited to three minutes for any individual or representative addressing the Committee.

5. Quorum

A quorum shall be Four (4) members of the Committee. A member who has withdrawn from a meeting without being excused by a majority vote of the remaining members shall be counted as present for purposes of determining whether or not a quorum is present.

6. Voting

- No vote may be taken without a quorum being present.
- Upon good cause shown, and with the general consent of the members present, a member may make an appearance at a meeting by telephone or other electronic means and vote on any matter coming before the Committee at such meeting. Such appearance will count toward calculation of the necessary members present to constitute a quorum.

7. Minutes

The Secretary shall provide copies of the minutes to each Committee member before the next regular Committee meeting. At each regular meeting, the Committee shall review the minutes of the previous regular meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The public may obtain copies of Committee meeting minutes at the County Administration Building, 200 College St., Asheville, NC 28801. Said minutes will also be available on the website at www.buncombecounty.org

8. Absences

The attendance of Committee members is a priority and shall be recorded in the minutes. If an appointee misses four (4) consecutive meetings unexcused, or fails to attend 75% of regularly scheduled meetings over the course of a year may be grounds for the removal of a member prior to the conclusion of their term.

F. Amendments to Operating Procedures

These operating procedures may be amended at any regular meeting or at any properly called special meeting that includes amendment of the operating procedures as one of the stated purposes of the meeting. A quorum must be present at the meeting at which amendments are discussed and approved, and any amendments must be approved by a majority of the members present at the meeting.

G. Other Procedural Matters

1. Action by the Committee

- a) The Committee shall proceed by motion. Any member, including the Chairperson, may make a motion.
- b) A motion requires a second, indicating to the chair that at least one other member besides the person who stated the motion would like to have the motion considered.

- c) A member may make only one motion at a time.
 - d) A substantive motion is out of order while another substantive motion is pending.
 - e) A motion shall be adopted by a majority of the votes cast, a quorum being present, unless otherwise required by these rules or the laws of North Carolina.
 - f) The Chairperson shall state the motion and then open the floor to debate on it. The Chairperson shall preside over the debate according to these general principles:
 - i. The introducer (the member who makes the motion) is entitled to speak first;
 - ii. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
 - iii. To the extent possible, the debate shall alternate between opponents and proponents of the measure.
2. In addition to substantive proposals, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.
3. In order of priority (if applicable), the procedural motions are:
- a) **To Adjourn.** The motion may be made at any time by a member of the Committee and would require majority vote.
 - b) **To Take a Recess.**
 - c) **Call to Follow the Agenda.** The motion must be made at the first reasonable opportunity or it is waived.
 - d) **To Suspend the Rules.** The motion requires a vote equal to a quorum.
 - e) **To Divide a Complex Motion and Consider It by Paragraph.**
 - f) **To Defer Consideration.** A substantive motion whose consideration has been deferred expires 100 days thereafter unless a motion to revive consideration is adopted.
 - g) **Call of the Previous Question.** The motion is not in order until every member of the Committee has had at least one opportunity to speak.
 - h) **To Postpone to a Certain Time or Day.**
 - i) **To Refer to a Committee.** Sixty days after a motion has been referred to a committee, the introducer may compel consideration of the measure by the entire Committee, regardless of whether the committee has reported the matter back to the Committee.
 - j) **To Amend.** An Amendment to a motion must be germane to the subject matter of the motion, but it may achieve the opposite effect of the motion. Any amendment to a proposed ordinance shall be reduced to writing on the call of any member, including the Chairperson.
 - k) **To Revive Consideration.** The motion is in order at any time (100 days) after a vote to defer consideration of it. A substantive motion on which consideration has been

deferred expires (100 days) after the deferral, unless a motion to revive consideration is adopted.

- l) **To Reconsider.** The motion must be made by a member who voted with the prevailing side. The motion must be made at the same meeting at which the original vote was taken. The motion cannot interrupt deliberation or a pending matter but is in order at any time before adjournment.
- m) **To Rescind or Repeal.**
- n) **To Ratify.**
- o) **To Prevent Reconsideration for Six Months.** The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires a vote equal to a quorum and is valid for six months.
- p) **To Renew a Motion.** A motion that is defeated may be renewed at any subsequent meeting unless a motion to prevent reconsideration has been adopted.
- q) **Withdrawal of a Motion.** A motion may be withdrawn by the introducer at any time before a vote.
- r) **Duty to Vote.** Once a meeting has been convened, every member, including the Chairperson, must vote unless excused by a majority vote of those members present. A member who wishes to be excused from voting shall so inform the Chairperson, who shall take a vote of the remaining members. The Committee may excuse a member from voting upon questions involving his or her own financial interest, his or her official conduct or on matters on which the member is prohibited from voting under N.C. Gen. Stat. § 14-234, and/or his or her own conflict of interest. The Committee may excuse a member from voting, but only upon questions involving his or her own financial interest or his or her official conduct or on matters on which the member is prohibited from voting under N.C. Gen. Stat. § 14-234. For purposes of this rule, the question of the compensation and allowances of members of the Committee does not involve a member's own financial interest or official conduct. Refusal to vote (without just cause) shall be recorded as an affirmative vote.

H. Compliance with North Carolina Law

In conducting its business, the Committee shall comply with all applicable North Carolina laws, including, but not limited to, open meetings laws, public records laws, and the laws setting forth the powers and duties of local Committees. To assist the Committee in compliance, the Secretary shall maintain a current copy of relevant North Carolina General Statutes and make them available to Committee members on request.

I. Conflict of Interest

Committee Members shall not vote on any matter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. Committee Members shall not vote on any matter involving a person with whom the member has a close familial, business, or other associational relationship.

It is the duty of every Committee Member to report all conflicts of interest and potential conflicts of interest to the Chairperson or Vice Chairperson, as soon as they emerge, in

order to be excused from voting on the matters. If an objection is raised to a Committee Member's participation at or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the Committee shall by majority vote rule on the objection.

For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

III. Procedure Responsibility and Management:

- This procedure should be reviewed annually by the Committee and the County's legal department.
- New Committee members will receive a copy of the by-laws and review it as part of their orientation.

IV. Reference to Robert's Rules of Order:

To the extent not provided for in these rules and to the extent that the reference does not conflict with the spirit of these rules, the Committee shall refer to Robert's Rules of Order for unresolved procedural questions.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 10/5/2021

Consent Agenda

Department:

Health and Human Services

Presenter(s):

Jennifer Barnette, Budget

Contact(s):

Rebecca Smith, Health and Human Services

Subject:

Supplemental Chafee (LINKS) funding

Brief Summary:

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

The total amount distributed is \$232,672 and will be made as one-time unrestricted payments per eligible young adult which may be made under this program are as follows:
Eligible young adults 18-20 - \$2,500 / Eligible young adults 21-26 - \$5,000

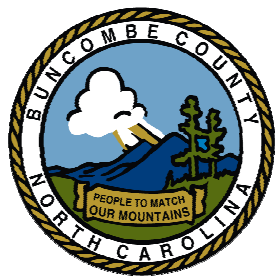
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #21-10-02



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: October 5, 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 5th day of October, 2021.

Requesting Department: Health and Human Services

Budget Amendment Item: Supplemental Chafee (LINKS) funding

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

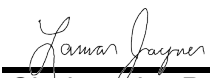
The amounts of one-time unrestricted payments per eligible young adult which may be made under this program are as follows:

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

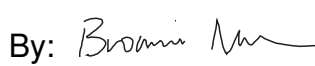
Funding Source: US Department of Health and Human Services

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - Division of Social Services - Restricted Intergove	\$ 232,672	
Fund 100 - Division of Social Services - Program Support		\$ 232,672
TOTAL	\$ 232,672	\$ 232,672

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: 10/5/2021

Good News

Department: Library

Presenter(s): Jim Blanton, Library Director

Contact(s): Jim Blanton, Library Director

Subject: Library Story Time Wins Best of WNC Award

Brief Summary:

Buncombe County Public Libraries has been recognized by the community with best story time or learning session in this year's Mountain Xpress Best of WNC awards. Over the past year the Library's Youth Services team provided a constant stream of ways for families to connect and engage throughout the pandemic, offering more than 400 virtual story time programs through the Preschool Outreach Program and via Zoom from library branches. Throughout the pandemic librarians brainstormed ways to connect with patrons in a new virtual environment with take-home craft activities, reading challenges, drive-in story times, online Dungeons & Dragons, original puppet skits, virtual field trips, and more.

Recommended Motion & Requested Action: None

County Manager's comments and Recommendation: None





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 10/5/2021

Presentations

Department: Emergency Management Services

Presenter(s): Angie Ledford, EMS
John Boyle, Federal Coordinator Officer
Terrel Perry, Small Business Administration

Contact(s): Angie Ledford, Emergency Management Services

Subject: Federal Emergency Management Association (FEMA) Overview & Update

Brief Summary: Update Board of Commissioners on FEMA disaster assistance.



FEMA

DISASTER ASSISTANCE

Apply and update your Application Online at:

DisasterAssistance.gov
ACCESS TO DISASTER HELP AND RESOURCES

Please have the following available:

- Your address with zip code
- Condition of your damaged home
- Insurance information, if available
- Social Security Number
- Phone number where you can be contacted
- Address where you can get mail or email address to receive electronic notifications

Direct Deposit: Disaster assistance funds can be sent directly to your bank account. Please provide your bank account type, account number and bank routing number.

Stay in touch with FEMA: When you apply, you will be given a 9-digit FEMA registration number. Be sure to save this number and have it handy. You will need the number whenever you contact FEMA.

Or Call FEMA at 1-800-621-3362

If you use a TTY: 1-800-462-7585

711 or Video Relay Service (VRS): 1-800-621-3362



FEMA

ASISTENCIA POR DESASTRE

Solicite o actualice su información en:

DisasterAssistance.gov/es
ACCESO A LA ASISTENCIA POR DESASTRE Y RECURSOS

Por favor tenga disponible lo siguiente:

- Dirección con el código postal
- Condiciones de su propiedad dañada
- Información del seguro, si está disponible
- Número de Seguro Social
- Número de teléfono donde se le pueda contactar
- Dirección donde usted puede recibir correspondencia o correo electrónico para recibir notificaciones electrónicas

Depósito Directo: Fondos de asistencia de desastres se pueden enviar directamente a su cuenta bancaria. Proporcione por favor su tipo de cuenta bancaria, número de cuenta y número de ruta bancaria.

Manténgase en contacto con FEMA: Cuando solicite, se le dará un número de 9 dígitos de inscripción de FEMA. Anótelo y téngalo a la mano. Usted necesitará el número cada vez que se ponga en contacto con FEMA.

Para inscribirse o dar seguimiento a su caso, llame al: 1-800-621-3362

Si usa TTY, llame al: 1-800-462-7585

711 o el Servicio de Retransmisión de Video (VRS): 1-800-621-3362

La asistencia de recuperación por desastres está disponible sin tomar en consideración raza, color, religión, origen nacional, sexo, edad, discapacidad, dominio del inglés o nivel económico.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 10/5/2021

Presentations

Department: Tourism Development Authority

Presenter(s): Victoria Isley

Contact(s): Tim Love, Intergovernmental Relations

Subject: Tourism Development Authority Update

Brief Summary:

Update Board of Commissioners on the Tourism Development Authority.

Explore Asheville

Buncombe County Tourism Development Authority

Update for Buncombe County Board of Commissioners
October 2021



About Us

Presenter

Vic Isley

President & CEO

Explore Asheville

Buncombe County Tourism Development Authority

Purpose

The Buncombe County Tourism Development Authority is the public authority created in 1983 by an act of the North Carolina Legislature to oversee the collection and investment of occupancy taxes paid by travelers who stay overnight in commercial lodging establishments, such as hotels and motels, bed and breakfast operations, and vacation rentals.

The members of the Buncombe County TDA Board have a fiduciary responsibility to ensure that the tax dollars are spent in accordance with the specific legislation governing their use.



Meet The BCTDA



Ms. Kathleen Mosher
Chair
The Biltmore Company



Ms. Brenda Durden
Vice Chair
Asheville Hotel Group



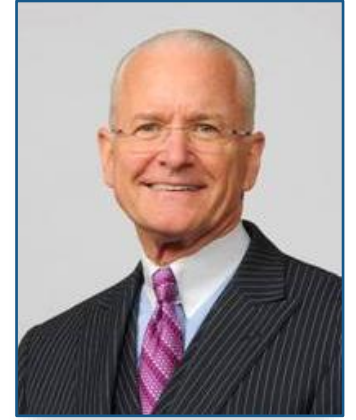
Ms. Leah Ashburn
Highland Brewing Company



Mr. Andrew Celwyn
Herbiary



Mr. Larry Crosby
The Foundry Hotel



Mr. Gary Froeba
Omni Grove Park Inn



Mr. Matthew Lehman
Grand Bohemian Hotel



Mr. Michael Lusick
FIRC Group



Mr. John McKibbon
McKibbon Hospitality



**Councilmember
Sandra Kilgore**
Asheville City Council
Ex-Officio



**Commissioner
Robert Pressley**
Buncombe County Commission
Ex-Officio

Many Community Sectors Benefit from Lodging Tax Investment in Marketing



FOOD & BEVERAGE

\$610 Million
27%



LODGING

\$609 Million
27%



RETAIL

\$468 Million
21%



RECREATION & ENTERTAINMENT

\$300 Million
13%



TRANSPORT

\$255 Million
11%



70%

OF HOTELS OWNED BY LOCALS

This means more dollars stay local
instead of going to corporate brand headquarters
or out-of-town REITs



39 Community Projects Benefited from \$44 million in BCTDA Grants

African-American Heritage Trail

African-American Heritage Museum at Stephens-Lee
Community Center

Asheville Area Wayfinding Program

Asheville Art Museum

Asheville Community Theatre

Asheville Downtown Association – Pack Square Park
Canopy

Asheville Museum of Science

Asheville Visitor Center

Black Mountain College Museum + Arts Center

The Bonsai Garden at the North Carolina Arboretum

Buncombe County – Enka Recreation Destination

Center for Craft

City of Asheville – ExploreAsheville.com Arena at
the U.S. Cellular Center I, II

City of Asheville – Riverfront Destination
Development I, II & RADTIP

The Collider

Friends of the WNC Nature Center

Grove Arcade

The John B. Lewis Soccer Complex at Azalea Park

LEAF Global Arts Center

Montford Park Players

Montreat College

North Carolina Arboretum

The Orange Peel

Pack Square Park & Pavilion I, II

RiverLink – Pearson Bridge River Access

Western North Carolina Veterans' Memorial at Pack
Square Park

Smoky Mountain Adventure Center

Navitat Canopy Adventures

Highland Brewing Company

University of North Carolina at Asheville Foundation

WNC Farmers Market

The Wortham Center

Woodfin Greenway & Blueway

YMI Cultural Center



Tourism Jobs Recovery Fund Background

- Senate Bill 704 enabled the Buncombe County Tourism Development Authority to establish a one-time fund for emergency grants of up to \$50,000, available for businesses that provide a direct visitor experience including:
 - Restaurants, retail establishments, studios and galleries, attractions, tours and activities, entertainment and event venues, and breweries, wineries, cideries and distilleries, among others
 - Lodging businesses were not eligible
- Funding Source: \$5 million in TPDF revenue that was collected but not allocated - lodging occupancy taxes paid by visitors to the County
- Mission of Fund: To preserve and safely reopen the region's unique and diverse small business ecosystem and protect tourism-related jobs

Buncombe County Tourism Jobs Recovery Fund
Buncombe County Tourism Development Authority • Mountain BizWorks



Tourism Jobs Recovery Fund

\$5 Million Grant Funding
for local tourism-related small businesses

394 Grants Awarded
between \$2,000 and \$30,000/entity

18%
awarded to minority-led businesses

55%
awarded to women-led businesses

4,787 Jobs
retained, recovered or created for local residents

Buncombe County Tourism Jobs Recovery Fund
Buncombe County Tourism Development Authority • Mountain BizWorks



Travel jobs are

DIVERSE

AND ACCESSIBLE

to all demographics.

Compared to other industries:

- **37%** of Males
- **40%** of Females
- **32%** of African Americans
- **32%** of Hispanics

began their careers in travel

Travel has a greater share of multi-ethnic individual's than the rest of the economy.



Hearts of Hospitality

Experience in travel fosters

ENTREPRENEURS

17% of Americans whose first job was in travel now **own their own business.**
19% consider themselves **entrepreneurs.**

Jen & Jim Lauzon
LaZoom Comedy Tours

“*Tourism in Asheville is the reason we got to **manifest our dreams** of having a business in the entertainment world.*”

TRAVEL provides potential for PROSPERITY

Individuals who began their career in **travel** have gone on to earn a peak average salary of **\$82,400** by the time they were 50 years old.

“

I was just looking for a regular job where I could just work and help my mom pay some bills...this turned out to be so much more than that. It's changed my life. We just bought a house recently...without the opportunities I've had at the hotel, I don't think any of that would have been possible. ”

Americo Mejia
Director of Housekeeping
Biltmore Farms Hotels



One Buncombe Fund



\$90,000

Explore Asheville/BCTDA contributed to
One Buncombe Fund

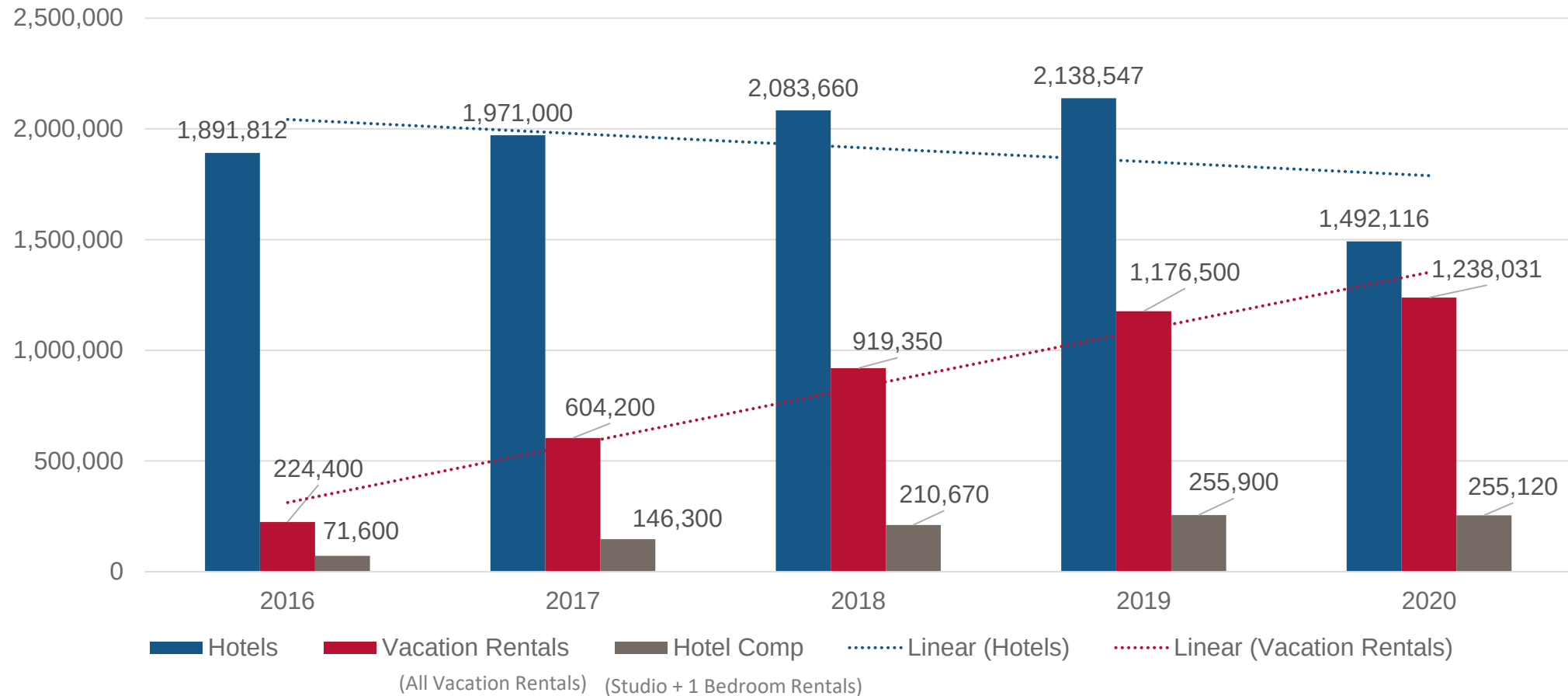
5.3%

Explore Asheville/BCTDA contributed 5.3% of
total One Buncombe Fund receipts

From Earned Revenue Fund



Room Demand by Lodging Type

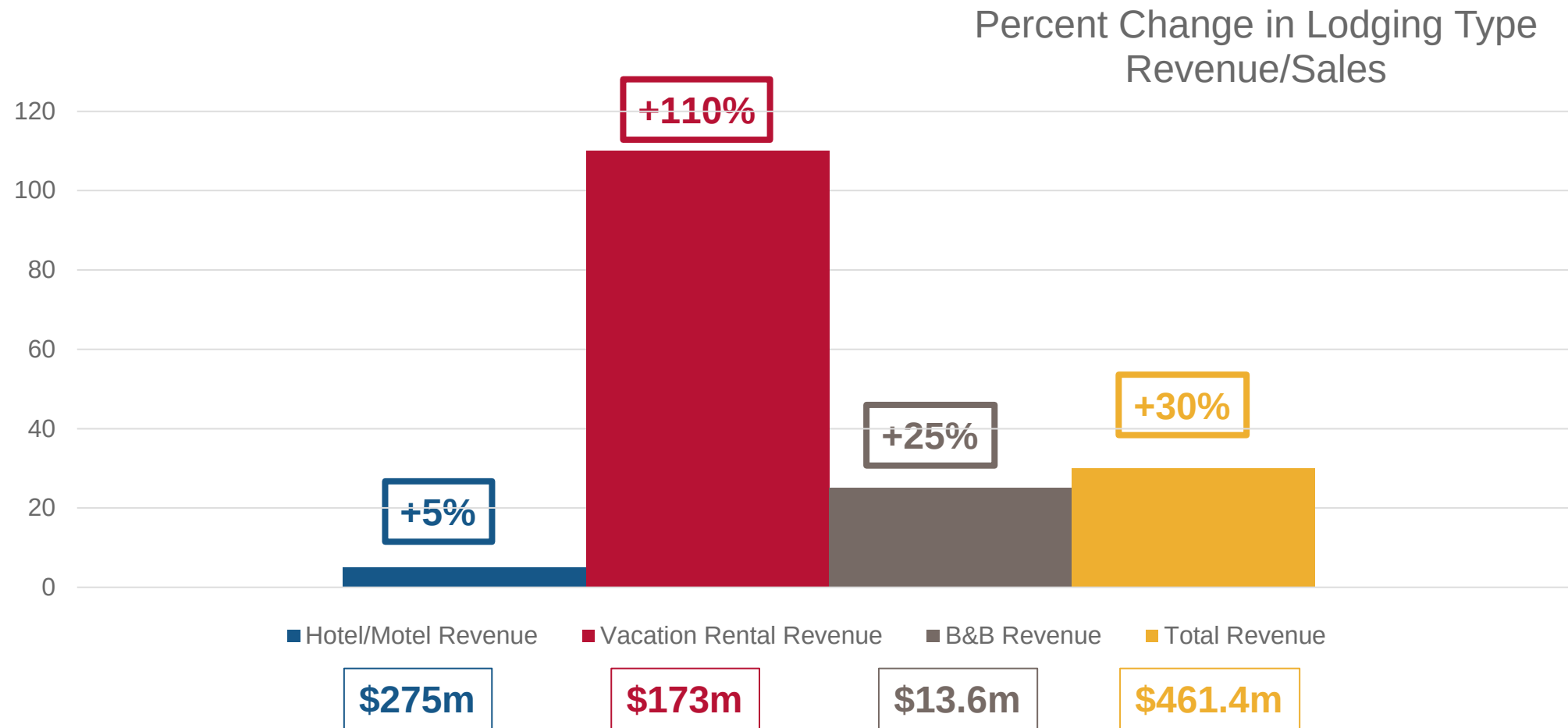


Source: STR & AirDNA

Room Demand = Total number of rooms sold or rented (excludes complimentary rooms)



Hotel Sales Continued to Lag in Revenue FY21





EXPLORE ASHEVILLE'S STRATEGIC IMPERATIVES

Explore **ASHEVILLE**

VIBRANT ECONOMY <i>A robust and sustainable regional economy that builds on our homegrown industries and talent and provides economic mobility for residents</i>	RESIDENT WELLBEING <i>Our residents are safe, healthy and engaged in their community</i>	ENVIRONMENTAL & ENERGY STEWARDSHIP <i>High quality air, water, farmland & renewable energy for future generations</i>	EDUCATED & CAPABLE COMMUNITY <i>A county where all residents thrive & demonstrate resilience throughout their lives</i>
--	--	---	---

ASHEVILLE CITY COUNCIL 2020 FOCUS AREAS

- A thriving local economy - A financially resilient city	- Quality affordable housing - Transportation and accessibility	- A well-planned and livable community - A clean and healthy environment	- An equitable and diverse community - A connected and engaged community
--	--	---	---

EXPLORE ASHEVILLE (BCTDA) STRATEGIC PILLARS



DELIVER BALANCED RECOVERY & SUSTAINABLE GROWTH

Balance visitor and resident needs. Focus on the quality of each visit.



ENCOURAGE SAFE & RESPONSIBLE TRAVEL

Encourage the care for and respect of natural, cultural and human resources. Grow our outdoor economy.



ENGAGE & INVITE MORE DIVERSE AUDIENCES

Extend a genuine invitation and make community connections for all to win.



PROMOTE & SUPPORT ASHEVILLE'S CREATIVE SPIRIT

Share stories of creators and makers and support place making.

ASHEVILLE GREATER (CHAMBER OF COMMERCE) VISION

Economic mobility and shared prosperity (grow the pie, block-by-block, child's first years)	Growing up (land, transportation, housing, resources)	A place for all people (young families, retirees, people of color)	Leadership (shared vision, intergenerational leadership, regional, balanced scorecard)
---	---	--	--

UNC-ASHEVILLE STRATEGIC PRIORITIES

- Increase fiscal capacity and resilience - Deepen and broaden our public impact in the region	Evolve and innovate curriculum
---	--

DOGWOOD HEALTH TRUST STRATEGIC PRIORITIES

Jobs (bolster the infrastructure for a growing economy)	- Health and wellness - Affordable housing	Education (early childhood, K-12, post-secondary)
---	---	---

UNITED WAY OF ASHEVILLE AND BUNCOMBE COUNTY (UWABC) KEY DRIVERS FOR CHANGE

- Commitment to students, families and the Community School - Commitment to diversity, equity and inclusion (DEI)	New players, new leadership
--	---

THE COMMUNITY FOUNDATION OF WESTERN NORTH CAROLINA (CFWNC) FOCUS AREAS

People in need (supporting marginalized populations)	- Natural/cultural resources - Food/farming (support sustainable local food)	Early childhood development
--	---	---



Deliver Balanced Recovery & Sustainable Growth

Balance resident and visitor needs, recognizing the necessary role that sustainable, long-term growth of travel has in achieving a healthy, collective economy.

Focus on the quality of each visit to our community - balancing growth across the seasons, business and leisure travel, and throughout Asheville and Buncombe County.



Encourage Safe & Responsible Travel

Engage residents and visitors with shared values to care for and respect natural, cultural and human resources vital in delivering quality guest experiences.

Collaborate with community organizations, local businesses and environmentally focused partners to support the sustainability and growth of our outdoor economy.



Engage & Invite More Diverse Audiences

Extend a genuine invitation to Black travelers and other diverse audiences including LGBTQ visitors – connecting them with local neighborhoods, businesses and entrepreneurs – creating more opportunities for all to win.

Support product development, place making and community connections, enabling new experiences and business opportunities throughout our community.



Promote & Support Asheville's Creative Spirit

Share stories of creators and makers who help differentiate our destination through food and drink, visual and performing arts, experiences and more.

Support product development, place making and community connections, enabling new experiences and business opportunities throughout our community.

Marketing & Media Investment to Influence Visitor Behavior

Align marketing investment with strategic pillars to deliver balanced growth and influence visitor behavior:

- Balanced growth
 - Focus on overnight visitation
 - Increase length of stay
 - Dispersal throughout the county
 - Times of year (seasonality)
 - Leisure and business
- Encourage responsible travel
- Engage diverse audiences
- Promote Asheville's creative spirit



Align Proactive Group Sales with Economic Development Partners

5 economic development sectors

- Advanced Manufacturing (e.g., Automotive, Aerospace, Food, Beverage, etc.)
- Outdoor Products
- Life Science (Biotech & Medical Devices)
- Climate Technology & Environment
- Professional Office & Information Technology



FY22 Budget Scenarios

Accommodates potential fund allocations

	OPERATING FUND	TPDF FUND	TOTAL
FY19 Actuals	18,687,788	6,229,238	24,917,026
FY22 (2/3 and 1/3)	18,107,203	9,052,290	27,159,586
FY22 (2/3 and 1/3) + \$2m fund balance to operating budget	20,107,203	9,052,290	29,159,586
FY22 (3/4 and 1/4)	20,369,670	6,789,896	27,159,586



THANK YOU





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 10/5/2021

Public Hearings

Department: Planning

Presenter(s): Matthew Cable, Andrew Mayronne **Contact(s):** Matthew Cable

Subject: Community Development Block Grant Neighborhood Revitalization

Brief Summary:

Requested is the second of two public hearings required as part of the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program application. The first public hearing was held September 7, 2021 requesting input about project design. The second hearing is requested to discuss the submittal of an application in response to the State CDBG-NR notice of funding and to solicit input.

Community Development Block Grant (CDBG) funds awarded to the State by the US Department of Housing and Urban Development (HUD), a portion of the CDBG funds are awarded through the CDBG-NR Program. CDBG-NR grants of up to \$750,000 are available to local governments.

CDBG-NR funds can be used for a variety of different activities in support of REDD's three livability principles: (1) to promote equitable, affordable housing; (2) support existing communities; and (3) value communities and neighborhoods. Eligible activities must meet one or more of the CDBG federal statutes listed national objectives: (1) benefit low-and-moderate income (LMI) persons; and/or (2) prevent or eliminate slums or blight. CDBG-NR eligible activities include: community revitalization, housing rehabilitation, scattered-site housing, public facilities, housing development, and water and sewer connections to existing housing.

Recommended Motion & Requested Action:

1. Hold the public hearing; and
2. Consider the Resolution Approving Submittal of CDBG-NR Application

County Manager's comments and Recommendation:

Recommend approval

RESOLUTION #21-10-03

RESOLUTION APPROVING SUBMITTAL OF CDBG-NR APPLICATION

- WHEREAS, the Buncombe County Board of Commissioners has previously indicated its desire to assist in community development efforts for housing within Buncombe County; and
- WHEREAS, the Board of Commissioners held two public hearings concerning the proposed application for Community Development Block Grant Neighborhood Revitalization Program funding; and,
- WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit low- and moderate-income households of Buncombe County requesting assistance with housing rehabilitation which includes rehabilitation, clearance/remediation, relocation, substantial rehabilitation, reconstruction, replacement, and emergency repairs; and
- WHEREAS, the County has prepared an application for a \$750,000 grant for the following eligible activities: (1) Housing Rehabilitation Activities – Including rehabilitation, clearance/remediation, relocation, substantial rehabilitation, reconstruction, replacement housing, and emergency repairs, available to owner occupied units designated as real property: \$675,000; and (2) General Administration: \$75,000;
- WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

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

1. That the Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to execute and submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant Neighborhood Revitalization Program Grant for the purposes set forth above and as committed to in the application, and 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 effect 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.
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,

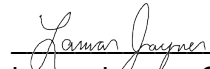
and the same hereby are, in all respects ratified, approved and confirmed.

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

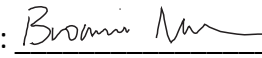
This the 5th day of October, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

Approved as to form:



County Attorney



CDBG-NR

Presented by

Matthew Cable

Planning & Development Department
Community Development Division

October 5, 2021



COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD REVITALIZATION REQUESTED BOARD ACTIONS

- Hold the second of two public hearings to:
 - Discuss the submittal of a CDBG-NR application; and
 - Solicit public input
- Consider Resolution Approving Submittal of CDBG-NR Application



COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD REVITALIZATION

- Federal funds awarded to the State through US Department of Housing and Urban Development (HUD)*
- Administered by North Carolina Department of Commerce - Rural Economic Development Division (REDD)

*Designated Urban Counties and Entitlement Communities, including City of Asheville, receive direct allocations from HUD.



FUNDING & ELIGIBILITY

- **\$10 million** = Funds available across North Carolina
- **\$750,000** = Maximum Award Amount (No Minimum)
- **30 Months** = Project Period
- **Eligible Applicants** = Non-Entitlement Communities (incorporated municipalities under 50,000 persons and counties under 200,000 persons)
- **Eligible Use Area** = Outside the City of Asheville
- **Application** = Competitive
- **October 14, 2021** = Application Deadline



APPLICATION PROCESS

Activities Completed:

- Held initial public hearing September 7
- Approved “Citizen Participation Plan” September 7
- Requested public input regarding what activities to apply for
- Drafted application

Actions Tonight:

- Hold second public hearing tonight
- Approve resolution authorizing application

Next Steps:

- Submit application



PROPOSED ACTIVITY

Housing Rehabilitation: Repair or replacement work focused on low-income homeowners. Homes must be brought up to HUD and REDD standards, and comply with lead-based paint requirements. Rehabilitation is more extensive than traditional emergency repair work and can extend to full home replacement.



PROPOSED BUDGET

\$675,000	Housing Rehabilitation
\$75,000	Grant Administration
\$750,000	Total



REQUESTED BOARD ACTIONS

1. Hold the public hearing
2. Consider Resolution Approving Submittal of CDBG-NR Application





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 10/5/2021

New Business

Department: Sustainability

Presenter(s): Jeremiah LeRoy

Contact(s): jeremiah.leroy@buncombecounty.org

Subject: Inter-local Agreement for Round 2 of Solar Projects

Brief Summary:

At the September 7th BOC Briefing, the Sustainability Office presented to Commissioners an update on the progress of additional solar projects that are intended to be put out to bid on County, Town of Black Mountain, and UNCA facilities. In order to bid the projects out collaboratively, the County must enter into inter-local agreements with these agencies. All of the projects have been approved in the budgets of the respective agencies and each agency will contract individually with the low bidder once the solicitation is complete.

Recommended Motion & Requested Action:

Approval of Inter-local agreements with Town of Black Mountain and UNCA

County Manager's comments and Recommendation:

Approval of the inter-local agreements

RESOLUTION NO. 21-10-04

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN BUNCOMBE COUNTY AND
UNC ASHEVILLE AND
THE UNIVERSITY OF NORTH CAROLINA AT ASHEVILLE FOUNDATION, INC.
REGARDING RENEWABLE ENERGY FEASIBILITY SITE ASSESSMENTS

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers;

WHEREAS, by Resolution No. 17-12-06, this Board established a goal for Buncombe County ("County") to transition to 100% renewable energy from fossil fuel energy for its own operations by December 31, 2030 and for all of Buncombe County by 2042;

WHEREAS, onsite renewable energy systems will support the County's goal of transitioning to 100% renewable energy;

WHEREAS, by partnering on this project the County, UNC Asheville ("University") and the University of North Carolina Asheville Foundation, Inc. ("Foundation") will increase the number of onsite renewable energy systems and this may result in lower costs from responsive installers of renewable energy;

WHEREAS, the County has funded feasibility site assessments on University owned property;

WHEREAS, the University, Foundation and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; 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 Intergovernmental Agreement with the University and Foundation.

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

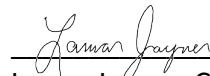
1. That the Chairman and the County Manager, or either of them, are hereby authorized to execute the attached Intergovernmental Agreement.

2. 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.

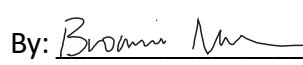
Adopted this 5th day of October, 2021.

ATTEST:

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE

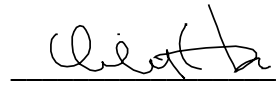


Lamar Joyner, Clerk to the Board

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM:



County Attorney

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**AGREEMENT BETWEEN UNC ASHEVILLE AND THE UNIVERSITY OF NORTH CAROLINA AT
ASHEVILLE FOUNDATION, INC.
AND THE COUNTY OF BUNCOMBE, NC**

This Agreement is entered into on October 5, 2021 by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and UNC Asheville, a public university in the State of North Carolina and the University of North Carolina Asheville Foundation, Inc., a non-profit partner of the university (hereinafter "University or Foundation"). This agreement will be valid until December 31, 2022.

WHEREAS, per County Commission Resolution No. 17-12-06, the County established a goal to transition to 100% renewable energy from fossil fuel energy for its own operations by December 31, 2030 and for all of Buncombe County by 2042; and

WHEREAS, onsite renewable energy systems will support the County's goal of transitioning to 100% renewable energy; and UNC Asheville's goal of becoming Carbon Neutral by 2050.

WHEREAS, The University, Foundation and County partnering on this project will increase the number of requested onsite renewable energy systems and may result in lower costs from responsive installers of renewable energy; and

WHEREAS, the County has funded a feasibility site assessments on University owned property; and

WHEREAS, The University, Foundation and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, the County has funded 30% design development drawings for the installation of solar panels on the University owned Reuter Center.

WHEREAS, the County has administered funds from the County's Office of Sustainability's budget to contract for renewable energy feasibility site assessments.

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of each party, and such other considerations as the parties agree is good and sufficient, it is agreed as follows:

1. FOUNDATION AND UNIVERSTIY RESPONSIBILITIES:

- a. Work with consultant to provide information and access to the Reuter Center Rooftop and associated mechanical rooms.
- b. Provide an optimal University site, Reuter Center Roof to be included in the RFP.
- c. Review the RFP for Aggregated Onsite Solar Energy Systems.
- d. Participate in the selection committee for the renewable energy installer including RFP review, evaluation and interviews.
- e. Facilitate and manage the contract with a renewable energy installer and the Foundation for the installation of renewable energy systems on University owned property.

2. COUNTY RESPONSIBILITIES

- a. Post RFP in accordance with local governmental procedures

- b. Include the Foundation & University in the selection committee for the RFP review, scoring and interviews.
- c. Manage communications with RFP respondents and schedule review process with selection committee.
- d. Provide fiscal management and oversight of all funds used for the contract for the renewable energy feasibility site assessments.
- e. Pay for renewable energy feasibility site assessments conducted on University owned property.

3. ACCOUNTABILITY AND FINANCIAL REPORTING

- a. Each party shall make available such records and accounts including property and financial records as are deemed necessary to assure a proper accounting and financial reporting.

4. INDEMNIFICATION AND INSURANCE

The County agrees to indemnify and hold harmless University and Foundation and any of their officers, agents and employees from any claims of third parties arising out of any act or omission of the County in connection with the performance of this contract.

Insurance: The University and Foundation will ensure that the minimum insurance requirements are met: The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall explicitly document that, ***“Coverages afforded under these policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation.”*** If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker’s Compensation and Employer’s Liability**

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

The County is self-insured for general liability and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property

damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. Upon request, the County shall provide a copy of its self-insurance certificate and evidence of excess general liability and workers' compensation coverage at the time of execution of this Agreement.

- a. Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of Foundation and the County.
- b. Foundation and the County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.
- c. Upon request University, Foundation and the County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Self-Insurance to each other.

5. LAWS

The Foundation, University and the County agree to comply with all federal, state and local laws in the course of its business and as a condition of this Agreement. The Foundation, University and the County agree to provide the other any information necessary should they require additional documentation.

6. GOVERNING LAW

This agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the State of North Carolina. This agreement and documents made in connection with its performance are or may be public records pursuant to North Carolina law.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire written Agreement of the parties with respect to the matters set forth herein. The Agreement may be revised, extended or amended by written agreement by both parties.

8. SEVERABILITY

Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in effect.

9. EFFECTIVE PERIOD

This Agreement shall be effective upon its execution by both Parties and shall terminate upon completion of the scope of work contained in the responsibilities described herein, but in any event this Agreement shall terminate after December 31, 2022.

10. TERMINATION WITHOUT CAUSE

Either Party may terminate this agreement without cause by giving **30 days written notice** to the other Party. In that event, all finished or unfinished deliverable items prepared in accordance with this agreement shall become the property of the Party that prepared it and that party shall be entitled to receive just and equitable compensation for any satisfactory work completed from the other Party.

11. NON-APPROPRIATION

The Parties' obligations under this Agreement are contingent on sufficient funds being allocated in the Parties respective annual budgets. Nothing herein shall be construed to require either Party to

appropriate sufficient funds for these undertakings or this Agreement, nor shall the failure or refusal to appropriate sufficient funds be a breach of the Agreement, but in said event, this Agreement shall terminate immediately.

12. AMENDMENTS

This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

13. E-VERIFY

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

14. NON-DISCRIMINATION

In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.

15. REPRESENTATIVES

The County's designated representative and mailing address of the representative is as follows:

Buncombe County Office of Sustainability
Attention: Jeremiah P. LeRoy
200 AGENCY Street, Suite 400
Asheville, NC 28801
jeremiah.leroy@buncombecounty.org
828-250-4976

UNC Asheville Foundation, LLC's designated representative and mailing address of the representative is as follows:

Attention: John Pierce, Treasurer
1 University Heights
Asheville, NC 28804
jpierce@unca.edu
828-251-6133

UNC Asheville's designated representative and mailing address of the representative is as follows:

Attention: David Todd, Associate Vice Chancellor of Campus Operations
1 University Heights
Asheville, NC 28804
828-250-6380

SIGNATURE PAGE 1 OF 2

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

BUNCOMBE COUNTY

By: _____
Brownie Newman
Chair, Buncombe County Commission

Attest:

Lamar Joyner
Clerk to the Board of Commissioners

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

Don Warn,
Buncombe County Finance Director

Approve as to Form:

Michael C. Frue
Buncombe County Senior Staff Attorney

SIGNATURE PAGE 2 OF 2

UNIVERSITY INFO

[SEAL]

By: _____

TITLE

Attest:

TITLE

Approved as to Form:

UNIVERSITY Attorney

SIGNATURE PAGE 3 OF 3

FOUNDATION INFO

[SEAL]

By: _____

TITLE

Attest:

TITLE

Approved as to Form:

FOUNDATION Attorney

RESOLUTION NO. 21-10-05

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN
REGARDING RENEWABLE ENERGY FEASIBILITY SITE ASSESSMENTS

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers;

WHEREAS, by Resolution No. 17-12-06, this Board established a goal for Buncombe County ("County") to transition to 100% renewable energy from fossil fuel energy for its own operations by December 31, 2030 and for all of Buncombe County by 2042;

WHEREAS, onsite renewable energy systems will support the County's goal of transitioning to 100% renewable energy;

WHEREAS, by partnering on this project the County and the Town of Black Mountain ("Town") will increase the number of onsite renewable energy systems and this may result in lower costs from responsive installers of renewable energy;

WHEREAS, the County has funded feasibility site assessments on Town owned property;

WHEREAS, Town and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; 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 Intergovernmental Agreement with the Town of Black Mountain.

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 Intergovernmental Agreement.
2. 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

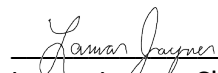
described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

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

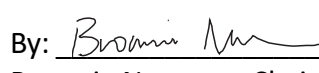
Adopted this 5th day of October, 2021.

ATTEST:

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE



Lamar Joyner, Clerk to the Board

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM:



County Attorney

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**AGREEMENT BETWEEN TOWN OF BLACK MOUNTAIN
AND THE COUNTY OF BUNCOMBE, NC**

This Agreement is entered into on October 5, 2021 by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and Town of Black Mountain, a body politic (hereinafter "Town"). This agreement will be valid until December 31, 2022.

WHEREAS, per County Commission Resolution No. 17-12-06, the County established a goal to transition to 100% renewable energy from fossil fuel energy for its own operations by December 31, 2030 and for all of Buncombe County by 2042; and

WHEREAS, onsite renewable energy systems will support the County's goal of transitioning to 100% renewable energy; and

WHEREAS, Town and County partnering on this project will increase the number of requested onsite renewable energy systems and may result in lower costs from responsive installers of renewable energy; and

WHEREAS, the County has funded feasibility site assessments on Town owned property; and

WHEREAS, Town and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, the County has administered funds from the County's Office of Sustainability's budget to contract for renewable energy feasibility site assessments.

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of each party, and such other considerations as the parties agree is good and sufficient, it is agreed as follows:

1. TOWN RESPONSIBILITIES:

- a. Work with consultant to provide information and access to selected TOWN sites.
- b. Select optimal TOWN sites to be included in the RFP.
- c. Review the RFP for Aggregated Onsite Solar Energy Systems.
- d. Participate in the selection committee for the renewable energy installer including RFP review, evaluation and interviews.
- e. Facilitate and manage contract with renewable energy installer and Town for the installation of renewable energy systems on Town owned property.

2. COUNTY RESPONSIBILITIES

- a. Post RFP in accordance with local governmental procedures
- b. Include Town in the selection committee for the RFP review, scoring and interviews.
- c. Manage communications with RFP respondents and schedule review process with selection committee.
- d. Provide fiscal management and oversight of all funds used for the contract for the renewable energy feasibility site assessments.
- e. Pay for renewable energy feasibility site assessments conducted on Town owned property.

3. ACCOUNTABILITY AND FINANCIAL REPORTING

- a. Each party shall make available such records and accounts including property and financial records as are deemed necessary to assure a proper accounting and financial reporting.

4. INDEMNIFICATION AND INSURANCE

Indemnification: TOWN agrees to indemnify and hold harmless the County and any of their officers, agents and employees from any claims of third parties arising out of or any act or omission of TOWN in connection with the performance of this contract.

The County agrees to indemnify and hold harmless TOWN and any of their officers, agents and employees from any claims of third parties arising out of or any act or omission of the County in connection with the performance of this contract.

Insurance: TOWN is self-insured for general liability and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, TOWN is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. TOWN shall provide a copy of its self-insurance certificate and evidence of excess general liability and workers' compensation coverage at the time of execution of this Agreement.

The County is self-insured for general liability and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. The County shall provide a copy of its self-insurance certificate and evidence of excess general liability and workers' compensation coverage at the time of execution of this Agreement.

- (a) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of TOWN and the County.
- (b) TOWN and the County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.
- (c) TOWN and the County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Self-Insurance to each other.

5. LAWS

TOWN and the County agree to comply with all federal, state and local laws in the course of its business and as a condition of this Agreement. TOWN and the County agree to provide the other any information necessary should they require additional documentation.

6. GOVERNING LAW

This agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the State of North Carolina. This agreement and documents made in connection with its performance are or may be public records pursuant to North Carolina law.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire written Agreement of the parties with respect to the matters set forth herein. The Agreement may be revised, extended or amended by written agreement by both parties.

8. SEVERABILITY

Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain In effect.

9. EFFECTIVE PERIOD

This Agreement shall be effective upon its execution by both Parties and shall terminate upon completion of the scope of work contained in the responsibilities described herein, but in any event this Agreement shall terminate after December 31, 2022.

10. TERMINATION WITHOUT CAUSE

Either Party may terminate this agreement without cause by giving **30 days written notice** to the other Party. In that event, all finished or unfinished deliverable items prepared in accordance with this agreement shall become the property of the Party that prepared it and that party shall be entitled to receive just and equitable compensation for any satisfactory work completed from the other Party.

11. NON-APPROPRIATION

The Parties' obligations under this Agreement are contingent on sufficient funds being allocated in the Parties respective annual budgets. Nothing herein shall be construed to require either Party to appropriate sufficient funds for these undertakings or this Agreement, nor shall the failure or refusal to appropriate sufficient funds be a breach of the Agreement, but in said event, this Agreement shall terminate immediately.

12. AMENDMENTS

This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

13. E-VERIFY

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

14. NON-DISCRIMINATION

In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.

15. REPRESENTATIVES

The County's designated representative and mailing address of the representative is as follows:

Buncombe County Office of Sustainability
Attention: Jeremiah P. LeRoy
200 TOWN Street, Suite 400
Asheville, NC 28801

jeremiah.leroy@buncombecounty.org
828-250-4976

TOWN's designated representative and mailing address of the representative is as follows:

Josh Harrold
Town Manager
160 Midland Avenue
Black Mountain, NC 28711
josh.harrold@townofblackmountain.org
828-419-9300

SIGNATURE PAGE 1 OF 2

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

BUNCOMBE COUNTY

By: _____

Attest:

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

Don Warn,
Buncombe County Finance Director

Approve as to Form:

Michael C. Frue
Buncombe County Senior Staff Attorney

TOWN INFO

[SEAL]

By: _____

TITLE

Attest:

TITLE

Approved as to Form:

TOWN Attorney



Solar Projects Update

Presented by

Jeremiah LeRoy

Office of Sustainability



Inter-local Agreements

- County Projects: East Asheville Library; Public Safety Firing Range
- Additional Agencies:
 - Black Mountain – Carver Community Center
 - UNCA – Reuters Center
- Agreements allow for projects to be bid out collaboratively – each agency will contract individually with low bidder



Potential Future Projects

- Sustainability Office will be reviewing additional opportunities for another large scale aggregated solar project with BCS and AB Tech
- BCS staff are working to identify the best potential candidates; County staff will conduct feasibility assessments, design and financial analysis (6 - 8 months)
- Staff will come back to the Commission with information regarding opportunities, GHG analysis and ROI for potential projects

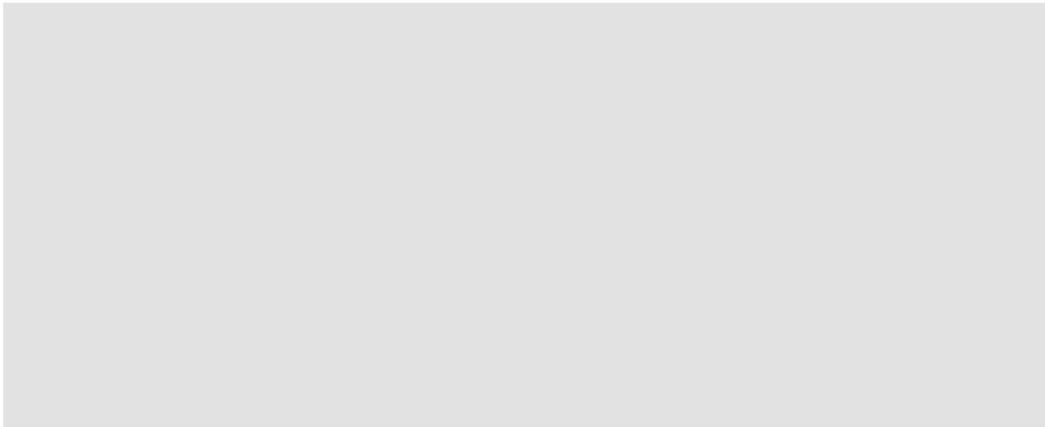
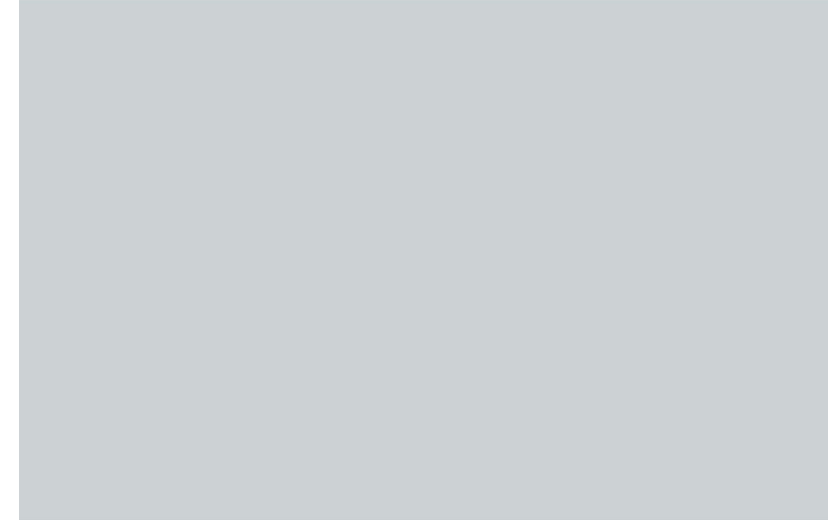




Climate protection
and clean energy

- Phase 1 solar partnership between Buncombe County, City and County Schools and AB Tech
- Approximately \$11 million investment in renewables
- Electricity costs to be reduced by more than \$25 million over project life-cycle

Buncombe County	AB Tech	Buncombe County Schools	Asheville City Schools
West Asheville Library	Allied Health	Hominy Valley	
South Buncombe Library	Bailey	Enka Intermediate	Jones Elementary (2)
Tax Office	Birch	Glen Arden Elementary	Montford Northstar
HHS Building & Parking Deck	Conference Center	Community High School	Asheville High (3)
College St. Deck (2)	Coman/Lock	Cane Creek Middle	Vance Elementary
Fairview Library	Ferguson	North Windy Ridge	Asheville Middle
Leicester Library	Hemlock	BCS Aquatic Center	
North Asheville Library		Erwin High (2)	
Transfer Station		Owen Middle School	
Animal Shelter			
BCAT Training Facility			
Buncombe PSTC (2)			

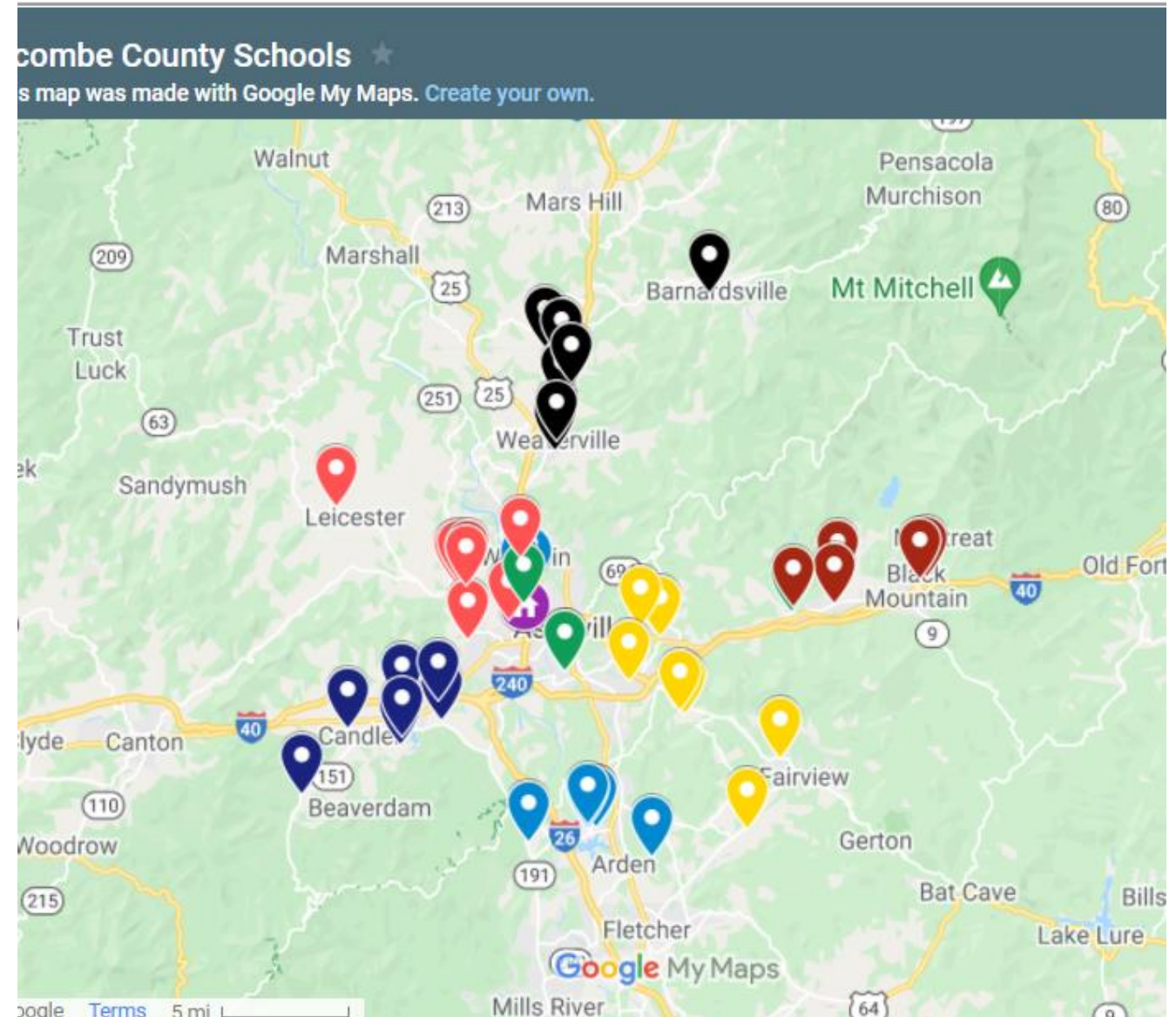


- Buncombe County Schools

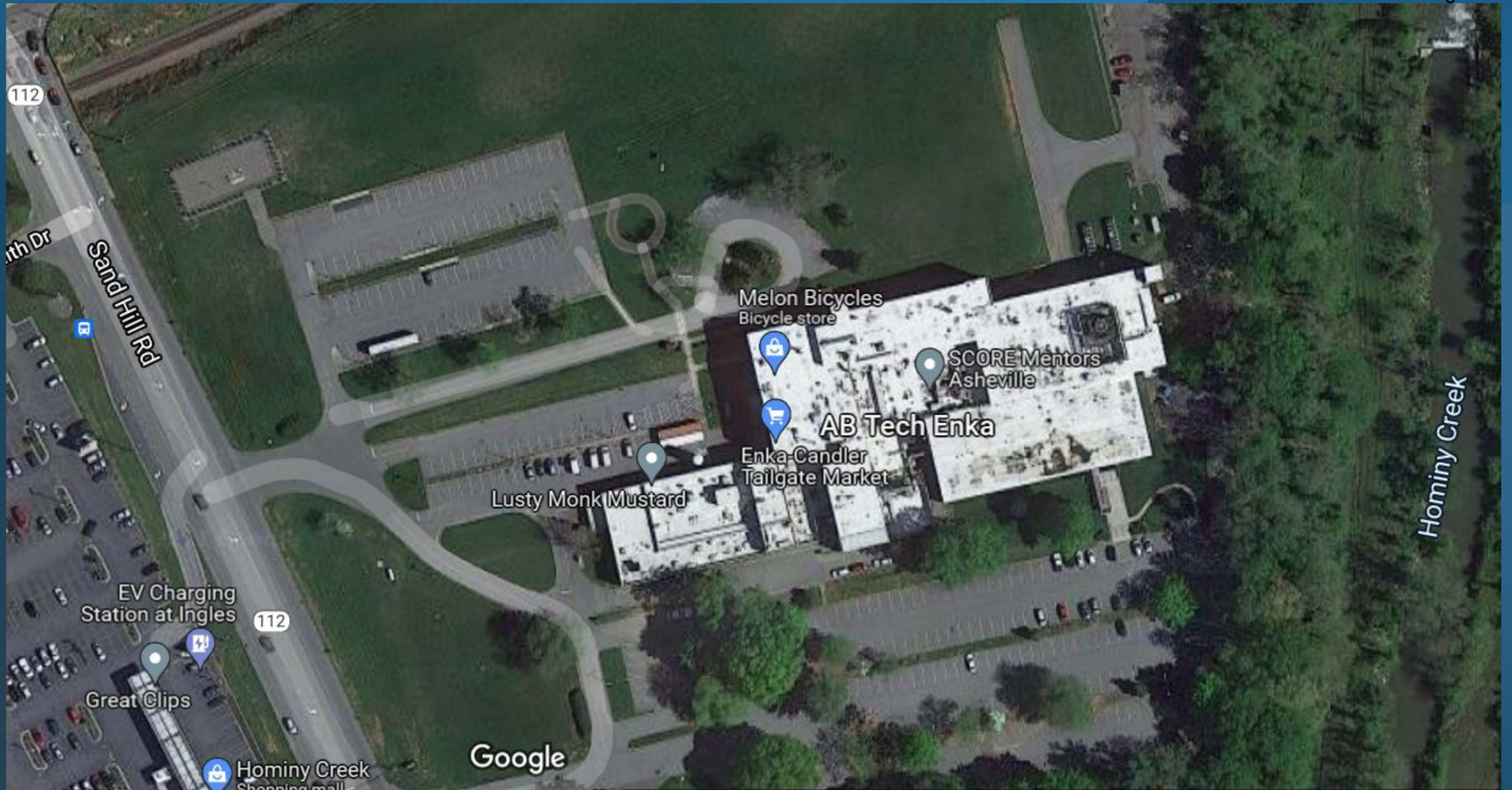
- 44 facilities throughout the county

- 9 county schools received solar in phase 1 RFP

- 34 additional schools yet to be considered for solar feasibility







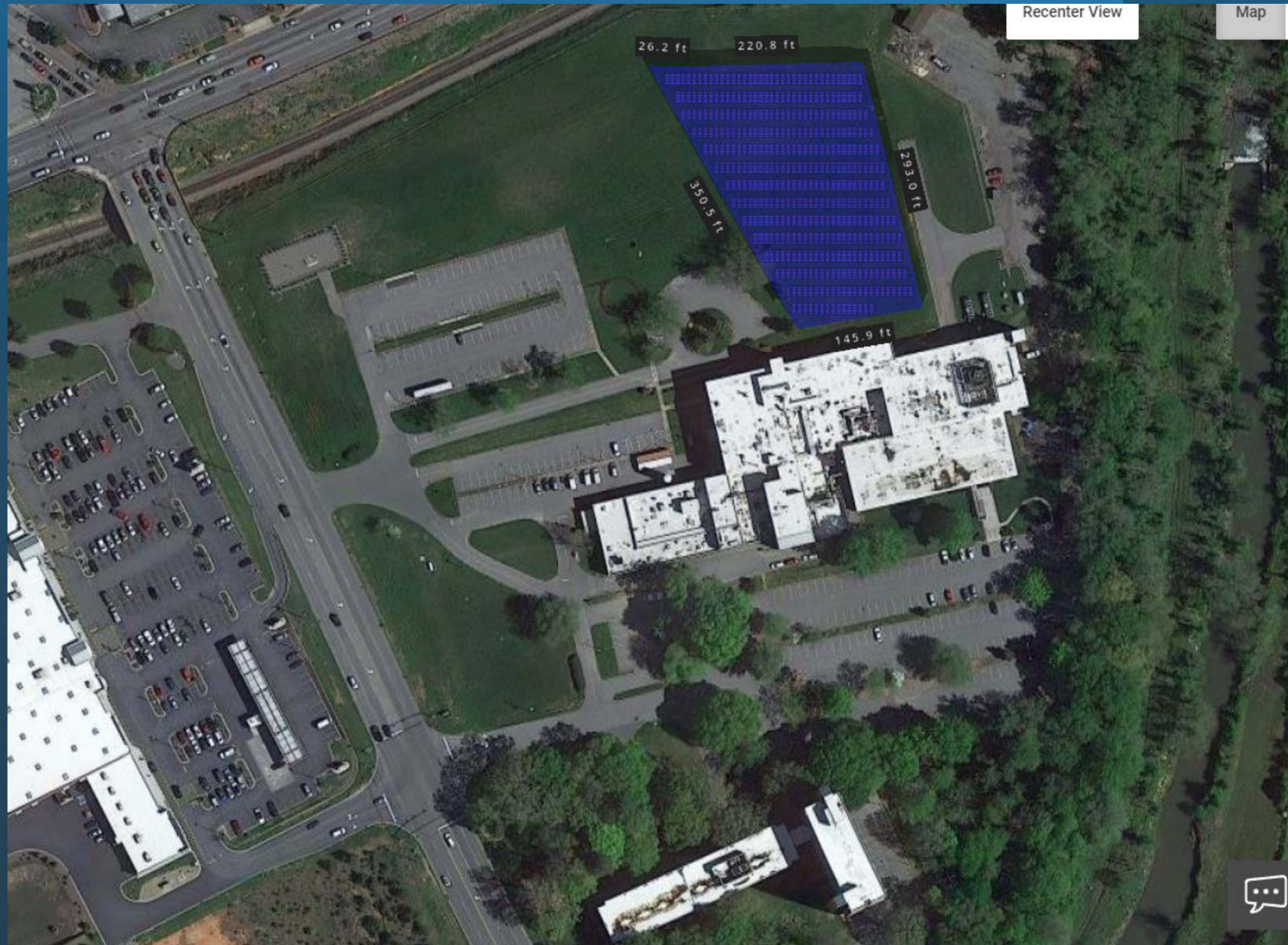


Street View - May 2019

Sonic Drive-In

Google

Image capture: May 2019 © 2021 Google United States Terms Privacy Report a problem



Proposal to expand solar partnership with schools:

1. The Buncombe County Commission continues partnership with Buncombe County Schools, Asheville City Schools and AB Tech to transition to renewable energy.
2. Goal is 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 (ie, life-cycle operating costs).
3. The County will support a technical feasibility analysis for the facilities and provides financing for the installations where approved by the partner education organizations and the Commissioners.
4. Project to be implemented 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.

Resolution #: 21-10-06

RESOLUTION OPPOSING PROPOSED CHANGES FOR ELECTIONS TO THE
BUNCOMBE COUNTY SCHOOL BOARD BY DISTRICT

- WHEREAS, the Buncombe County School Administrative Unit (sometimes herein "Buncombe County Schools") includes 44 schools and serves over 22,000 students;
- WHEREAS, the Buncombe County Schools system is governed by an elected Buncombe County Board of Education comprised of seven members, six of whom must live in each of the six various districts (Enka District, Roberson District, Erwin District, Reynolds District, Owen District and the North Buncombe District) within the larger Buncombe County School Administrative District and with one member serving at-large;
- WHEREAS, public education is one of the most vital functions of local community governance;
- WHEREAS, the taxpayers of Buncombe County invest more of their local taxes into public education than any other public service or infrastructure;
- WHEREAS, for many decades all of the qualified voters who live within the Buncombe County School Administrative Unit have been able to vote for all of the candidates for membership on the Buncombe County Board of Education at large regardless of the district within which the voters reside, creating accountability for decision making and investment of taxpayer dollars; and
- WHEREAS, the Buncombe County Board of Education has not requested a change of elections which would restrict the ability of voters to only vote for two of the seven positions on the school board.

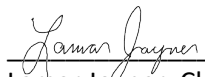
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Buncombe County, North Carolina, as follows:

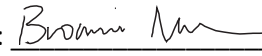
1. That the Buncombe County Board of Commissioners formally oppose the proposed legislation that would restrict the ability of citizens in Buncombe County to vote for all the candidates running for the Buncombe County Board of Education.
2. That copy of this Resolution be forwarded members of our legislative local delegation, leaders of the North Carolina General Assembly, and the Office of the Governor.

This the 5th of October, 2021.

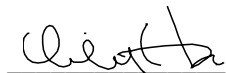
ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney