BOARD OF COMMISSIONERS

200 College Street, Room 326
Asheville, NC

November 5, 2026 – 5:00 PM

WORKING AGENDA

Public Comment is taken at the beginning of the meeting.

CALL TO ORDER

CONSENT

1. Approval of the October 20, 2026, Combined Meeting Minutes
2. Approval of the September 2026 Tax Collection Report
3. Request to Waive Occupancy Tax Penalty for Honey Comb House - Ambarkaar LLC
4. Resolution and Interlocal Agreement with Land of Sky for Battery Energy Storage at Leicester Library
5. Resolution to Decline the County's Right to Purchase Surplus Real Property From the Asheville School Board
6. Budget Amendment for Affordable Housing Services Program
7. Budget Amendment for Additional Allocation of Digital Opportunities Initiative 2026 Grant
8. Budget Amendment for Grant to Improve Smith Mill Creek

PUBLIC COMMENT

GOOD NEWS

MANAGER'S REPORT

PRESENTATIONS

1. Native American Heritage Month Proclamation
2. Operation Green Light Proclamation

PUBLIC HEARINGS

OLD NEWS

NEW BUSINESS

1. Budget Amendments for Conservation Easement Funding
2. Budget Amendment for Landfill Gas-to-Energy Generator Rebuild
3. Budget Amendment to Accept Treatment Court Enhancement Grant

4. Resolution to Approve Design Services Contract for Tower Road Repairs

BOARD APPOINTMENTS

1. Board Appointments for November 5

BOARD UPDATES

ANNOUNCEMENTS

CLOSED SESSION

[MEET_FOOT]

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

BRIEFING MEETING OF OCTOBER 20, 2026.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Briefing Meeting on October 20, 2026, in the Chamber at 200 College Street in downtown Asheville, North Carolina at 3:00 p.m.

Present: Chair Amanda Edwards; Vice-Chair Martin Moore, Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Jennifer Horton; Commissioner Drew Ball and Commissioner Parker Sloan.

Continuum of Care Quarterly Update

Lacy Hoyle provided an update on the Continuum of Care (CoC). She covered Code Purple operations, grant funding activities, recent board actions, and upcoming meetings. She explained that Code Purple planning for the 2026–2027 season includes expanded weather-response criteria, reduced steady-state shelter beds, increased Code Purple bed capacity, and a 24% budget increase supported by higher county and city contributions. The CoC has advanced its FY27 Code Purple process, including issuing an RFP, approving a per-diem funding rate, and preparing a full plan for board approval. Significant grant activity included submitting applications for ESG, HUD CoC, and YDHP funding, receiving Right at Home and Dogwood Health Trust funds, and anticipating changes to permanent supportive housing capacity due to HUD Tier 1 funding adjustments. The CoC Board also adopted a new coordinated entry tool, added committee members, submitted a letter regarding emergency shelter development, and approved data quality and illicit drug enablement policies.

Buncombe County Pedestrian Plan

William High provided background information. He outlined the Pedestrian Plan's development history, noting its shift from a multimodal plan proposed in FY22 to a pedestrian-focused plan contracted in FY25. The plan involves external stakeholders such as regional municipalities and the French Broad River MPO, as well as internal county departments, and follows a multiyear timeline extending through 2026. The need for the plan is driven by an average of six annual pedestrian deaths, suburban growth in unincorporated Buncombe County, and the requirement to maintain an expanding sidewalk network, while also enabling access to federal funding and implementation of NCDOT's Complete Streets Policy. Public engagement included steering committee meetings, public sessions, and collaboration with NCDOT, municipal partners, and other counties. He reviewed the location recommendations which focused on priority sidewalk and multimodal projects selected based on safety data, connectivity, demand, and existing constraints, with ten major corridors identified for improvement. Supporting and additional projects are also included to qualify for NCDOT construction funding, contingent on local maintenance commitments. He said that next steps include final draft edits, plan adoption considerations by the Board of Commissioners and FBRMPO, and establishing county sidewalk policies and funding strategies.

Swannanoa Small Area and Resilience Plan

Gillian Phillips and Shannon Capezzali provided background information. Phillips outlined how the Swannanoa Small Area Plan builds on the County's Comprehensive Plan, incorporating lessons from Tropical Storm Helene and emphasizing resilience, land use, and community priorities. The planning process involved extensive engagement, including 1,862 community responses, 24 technical committee members, 38 organizations, and six phases of public input, with a strong community desire for major regulatory changes focused on disaster mitigation. Capezzali highlighted the key vision themes: heritage, safety, connectivity, environmental protection, infrastructure strengthening, and community belonging. She explained that the plan includes a wide range of actions, spanning hazard resilience, conservation, growth and redevelopment, transportation, land use, economic development, health, and infrastructure, noting that many of which have county-wide impacts and nearly 40% of which are near-term. Supporting materials include a Future Land Use Map, Sidewalk & Bike Priority Map, and transportation recommendations. The project timeline includes Planning Board and Commissioner Public Hearings in November 2026, followed by implementation efforts such as ordinance revisions for stormwater, watershed protection, zoning, housing, and development standards. Phillips outlined the future small area plans which will follow a multi-step process, noting that only one plan could be worked on at a time due to staff capacity.

Resolution of the Buncombe County Board of Commissioners Opposing Proposed Constitutional Amendments That Could Limit Local Fiscal Flexibility

Commissioner Ball reviewed the draft resolution that was presented to the Board for consideration. He explained that the resolution states that the Buncombe County Board of Commissioners is committed to responsible fiscal management and providing essential public services, which are largely funded through property taxes and emphasizes that property-tax authority is a primary and stable revenue source that allows counties to respond to economic changes, emergencies, population growth, and state or federal requirements. He noted that restricting this authority could undermine long-term budget planning, reduce local fiscal flexibility, and force counties to rely on less stable revenue sources such as sales taxes and fees, which may disproportionately affect lower-income residents and older adults. The resolution cites Tropical Storm Helene as an example of why counties need flexibility to respond to extraordinary circumstances and long-term recovery needs and states that sound tax policy must preserve flexibility for local governments while maintaining accountability to taxpayers. The proposed resolution supports North Carolina's current property-tax authority and formally opposes any constitutional amendment that would cap, reduce, or otherwise limit county property-tax authority.

The Board discussed, provided wording amendments and then consented to adding the amended resolution to New Business on the regular meeting agenda.

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

REGULAR MEETING OF OCTOBER 20, 2026.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Regular Meeting on October 20, 2026, in the Chamber at 200 College Street in downtown Asheville, North Carolina at 5:00 p.m.

Present: Chair Amanda Edwards; Vice-Chair Martin Moore, Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Jennifer Horton; Commissioner Drew Ball and Commissioner Parker Sloan.

Absent:

The Chair opened the meeting and provided opening remarks.

CONSENT

1. Approval of the October 6, 2026, Meeting Minutes

2. Purchase of Duty Weapon by Retired Officers

3. Budget Amendment to accept JAG 2025

Commissioner Horton made the motion to approve the consent agenda and agenda as presented. The motion was seconded by Commissioner Sloan and carried unanimously.

PUBLIC COMMENT

Cory Wall – requested support for the Fairview Holiday parade on highway 70. emphasizing the community's strong engagement and the importance of fostering connection and resilience in the aftermath of Tropical Storm Helene.

Alex Ramirez- urged the Board to pass a resolution and make a public statement to oppose the three constitutional amendments on the 2026 ballot, noting that these amendments, if passed will hurt our public schools, public services, and community members.

Amy Mullen- expressed her support for the Fairview Holiday Parade, explaining that it was created after a tragic period to bring joy and connection to the community.

Heather Quigley- urged the Board to oppose two proposed tax amendments, warning they would severely restrict state and local funding for public schools, worsen already inadequate education funding, and limit the County's ability to address budget shortfalls, emphasizing that a Board resolution would help inform voters of the amendments' true long-term consequences.

Leigh Shultis- urged the Board to support the Fairview Parade on Charlotte Highway, emphasizing its vital role in fostering hope, community connection, and economic recovery after

Tropical Storm Helene, and noting that residents have organized the event without requiring county funding.

Dan Slagle- asked the Board to contact the U.S. Postal Service to clarify whether the new Swannanoa post office will include a full-service retail counter as previously promised, noting the community's ongoing hardship since losing its post office after Tropical Storm Helene and the conflicting information now circulating about available services.

Marissa Pack – spoke in support of the Fairview Parade, emphasizing its importance in helping the community heal after Hurricane Helene by restoring joy, supporting small businesses, and allowing residents to come together in the heart of Fairview.

PRESENTATIONS

1. **National Disability Employment Awareness Month**

Commissioner Sloan read the proclamation. Caroline Long and Rocio Borghini in Human Resources provided information related to the Counties polices related to employees with disabilities.

PUBLIC HEARING

1. **Appalachian Mountain Health Economic Development Agreement and Building Reuse Grant**

Josh Halingse provided background information. He explained that Appalachian Mountain Health (AMH), a Federally Qualified Health Center, has purchased and is renovating a medical facility in East Buncombe County and has been awarded a $480,000 Building Reuse Grant from the NC Department of Commerce to support job creation and facility improvements. He explained that the project involves $2.5 million in eligible construction costs, will create 48 jobs with an average wage of $39.81 per hour, and requires a 5% local match that will be provided by Dogwood Health Trust, resulting in no cost to the County. He further explained that Buncombe County must serve as the applicant and direct recipient of the funds, passing them through to AMH via an Economic Development Agreement. As part of this process, the Board is asked to accept the Building Reuse Grant Agreement, approve the related budget amendment, and authorize the Economic Development Agreement for grant management purposes. The overall project supports AMH's broader $14 million investment in expanding healthcare services through its new Black Mountain–Swannanoa facility.

Dr. Chantel Simpson, president and CEO, provided an overview of AMH's services, noting that AMH provides care for all and strives to be a one stop shop for patients. AMH currently provides services in Buncombe, Cherokee, Graham and Jackson counties and has been serving in Western North Carolina since 2015.

The Chair opened the public hearing at 5:34 p.m. There were no public comments. The public hearing closed at 5:34 p.m.

Commissioner Horton expressed enthusiasm that a medical provider is returning to the long-vacant Swannanoa doctor's office building and that she is particularly excited that Appalachian Mountain Health will be in the space offering multi-specialty services.

Commissioner Horton made the motion to accept the Building Reuse Grant Agreement with N.C. Commerce and Appalachian Mountain Health and approve the budget amendment. The motion was seconded by Commissioner Wells and carried unanimously.

Commissioner Hotron made the motion to approve the Economic Development Agreement between Appalachian Mountain Health and Buncombe County. The motion was seconded by Commissioner Wells can carried unanimously.

NEW BUSINESS

1. **Letter of Support for Fairview Holiday Parade**

Commissioner Horton provided background information. She explained that last year the Board passed an ordinance and that this year the request is for the Board to provide a letter of support for the Fairview Holiday parade to NCDOT. She noted that issuing the letter does not create any County liability and that the parade organizers, not the county, will coordinate with NCDOT and handle all remining requirements once the letter is issued – noting that this was the only action the Board would need to take. The Board discussed and Manager Pinder confirmed that staff had reached out to NCDOT to ensure the process is correct and that the County's role ends once the letter is provided.

Chair Edwards requested that the proposed letter be amended to remove any reference to last year's ordinance, noting that it may cause confusion, as it did the year prior. The Board discussed and consented to the amended letter.

Commissioner Horton made the motion to approve the letter of support for the Fairview parade as discussed. The motion was seconded by Commissioner Moore and carried unanimously.

2. **A Resolution of the Buncombe County Board of Commissioners Opposing Proposed Constitutional Amendments That Could Limit Local Fiscal Flexibility - added Oct. 20**

Commissioner Ball provided background information, noting that the proposed resolution was introduced and reviewed in the Board's Briefing meeting. Commissioners further discussed the consequences if the proposed constitutional amendments on the 2026 ballot were to pass and highlighted the strong community concerns raised during public comment periods. Commissioners noted that the amendments would significantly restrict state and local revenue flexibility, undermine the County's ability to respond to emergencies such as Tropical Storm Helene, and negatively impact public schools, emergency services, municipal partners, and long-term borrowing costs. They stressed that while the ballot language appears simple, it does not reflect the broad financial and service-level consequences for residents, particularly working

families and lower-income households who may bear disproportionate burdens if revenue authority shifts or is capped. Several commissioners highlighted that local governments already face increased responsibilities due to federal and state underfunding and that restricting property-tax authority would further strain the County's ability to maintain essential services. Commissioner Whitesides also noted that the local delegation in Raleigh voted against these amendments on the ballot.

Commissioner Ball made the motion to approve the resolution. Commissioner Sloan seconded the motion and it was carried unanimously.

BOARD APPOINTMENTS

County Board of Adjustment – Chair Edwards noted that it had been the Board's process to interview for the BOA and that reappointments are not automatic, requested that the Clerk's office reopen the applications and hold interviews in or before January.

BOARD UPDATES

None reported.

CLOSED SESSION

Attorney Euler read the motion for the Board to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. The statutory authority is contained in G.S. 143-318.11(a)(6).

Commissioner Whitesides made the motion to go into closed session for the reason provided. The motion was seconded by Commissioner Moore and carried unanimously.

Entered closed session at 5:56 p.m.

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Tax Collections **Presenter(s):** Jennifer Pike, Tax Collector

Contact: Jennifer Pike, Tax Collector

Subject: Approval of the September 2026 Tax Collection Report

Brief Summary:

NCGS 105-350 requires the Tax Collector to submit a report showing the amount of taxes collected. This report includes fiscal year 2027 activity through October 2026.

Recommended Motion & Requested Action:

Approve as presented

Attachments:

1. Sep 2026 Monthly Collection Report

Jennifer Pike
Tax Collector

Consent Agenda 11/5/2026

Department: Tax Collections **Presenter: Jennifer Pike**

Contact: Jennifer Pike

Subject: Approval of September 2026 Tax Collection Report

Brief Summary:

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

In the month of September, fiscal year 2027 property tax notices have been created, are available online, and have been mailed. Public Service Utilities billing was generated and mailed in late September.
As of September 30, 2026, the total levy billed for fiscal year 2027 is 11.61% collected, as compared to 14.09% for fiscal year 2026, as of the end of September. The reduction is expected due to the delayed billing of some residential and many commercial properties for the current fiscal year.

Below is Buncombe County year to date reporting for fiscal year 2027, as of September 30, 2026.

Current Year Collections

Fiscal Year 2027	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	$ 22,108,989.81	$ 4,925,968.25	$ 287,242,183.60	$ 5,847,775.83	$ 320,124,917.49
Amount Collected	$ 3,413,439.35	$ -	$ 27,922,612.01	$ 5,822,206.80	$ 37,158,258.16
Unpaid Balance	$ 18,695,550.46	$ 4,925,968.25	$ 259,319,571.59	$ 25,569.03	$ 282,966,659.33
Interest Collected	$ -	$ -	$ 8,398.97	$ 43,968.03	$ 52,367.00
FY27 Collection %	**15.44%**	**0.00%**	**9.72%**	**99.56%**	**11.61%**
FY26 Collection %	17.21%	0.00%	12.07%	99.69%	14.09%

Total fiscal year 2027 year to date collections, property tax and interest **$ 37,210,625.16**

Prior Year Collections

Prior Years 2017-2026	Personal Property	Real Estate	Total
Amount Collected	$ 58,366.88	$ 244,790.70	$ 303,157.58
Interest Collected	$ 8,649.49	$ 19,137.07	$ 27,786.56

Total prior year collections, fiscal year to date **$ 330,944.14**

***Total property tax released September 2026 due to taxable value adjustments** **$ 184,406.35**

***Total refunds processed September 2026** **$ 32,878.93**

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

Recommended Action: Approve collection report on consent agenda.

County Manager's Comments & Recommendation: Approve as recommended

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Tax Collections

Presenter(s): Jennifer Pike, Tax Collector

Contact: Jennifer Pike, Tax Collector

Subject: Request to Waive Occupancy Tax Penalty for Honey Comb House - Ambarkaar LLC

Brief Summary:

Punam Ghimire Risal, owner of Honey Comb House - Ambarkaar LLC has requested a waiver of occupancy tax penalty incurred. A misunderstanding between the owner and the contracted rental manager, Triad Vacation Rentals, about who would be paying the occupancy tax caused them to be late, resulting in $334.43 in late payment fees.
A two-step process is required for granting a penalty waiver, approval by both the Buncombe County Tourism Development Authority (BCTDA) and Buncombe County Board of Commissioners. The BCTDA has recommended waiving the $334.43 in penalties via approval by Vic Isley, President & CEO of Explore Asheville, in accordance with BCTDA policy. Following approval, Buncombe County Tax Collections will remove the penalties and refund or credit any overpayment to Honey Comb House - Ambarkaar LLC.
No law prohibiting the refund or waiver of penalties due to late payment and/or reporting of occupancy tax exists. Buncombe County has the authority to determine and set procedures regarding the waiver of occupancy tax penalties.

Recommended Motion & Requested Action:

Approval of occupancy tax penalty waiver, in the amount of $334.43 for Honey Comb House - Ambarkaar LLC.

Attachments:

1. PENALT~1
2. Penalty waiver approval email 21 Bees Mtn

Sent: Tuesday, August 25, 2026 10:39 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: Re: Occupancy Tax

Dear Ms. Myers

Good morning,

Please find attached the documents relevant to the request for penalty waiver for occupancy tax for the period of Nov 2025 till June 2026.
Attaching a letter request and the transaction details.

Thank you,

Regards

Punam Ghimire Risal
813-998-5951

Get Outlook for Mac

From: Sarah Myers <smyers@exploreasheville.com>
Date: Monday, July 27, 2026 at 12:23 PM
To: Ambarkaar <ambarkaar@gmail.com>
Subject: RE: Occupancy Tax

Hello, Punam.

Thank you for your note. I am following up to officially begin the penalty waiver process.

I have attached the BCTDA penalty waiver policy, which includes instructions on how to submit a written request to the Buncombe County Tourism Development Authority (BCTDA).

In the written request, please detail your reason for needing a penalty waiver, the lodging property address, name, and pertinent information, and the amount you're requesting be waived. For ease and expediency, we can accept the request letter as an email attachment. Please ensure it is formally addressed to the BCTDA.

If we receive the written request before our upcoming BCTDA meeting on August 26, we can present the request to the BCTDA board that morning. As you will see in the attached policy, the next step would be approval by Buncombe County Commissioners.

Please let us know if you have any other questions. Otherwise, I will confirm when the letter is received.
Kindly,
Sarah

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Ambarkaar LLC <ambarkaar@gmail.com>
Sent: Tuesday, August 25, 2026 10:39 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: Re: Occupancy Tax

Dear Ms. Myers

Good morning,

Please find attached the documents relevant to the request for penalty waiver for occupancy tax for the period of Nov 2025 till June 2026.

Attaching a letter request and the transaction details.

Thank you,

Regards
Punam Ghimire Risal
813-998-5951

Get Outlook for Mac

August 19, 2026

Buncombe County Tourism Development Authority (BCTDA)

Re: Waiver of Penalty and crediting it to my account #2525 for future use

Dear BCTDA team

Recently I came to know that my new vacation rental management company could not complete the sales and use tax filing for my property. Since then, I have researched and paid all dues including penalties. I am requesting to see if there is a ground for the team to waive my penalty and provide the credit to my account.

Background: In mid 2025, we went under contract with Triad Vacation Rentals to list this home addressed 21 Bees Mountain Dr. for Vacation Rental. The understanding was Triad will be filing the sales and use taxes. On that note, I even requested to have my existing account be inactive.

Amount from the booking for 6% occupancy tax: $1536.09

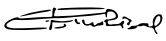
Period: June 2025 till June 2026

Actual paid with Penalty: $1932.65

Request for waiver: $396.55

Thank you so much for your kind consideration. I understand we all in Asheville and (I am being from Tampa, Florida) have been hit hard with the Hurricane in 2024. We did contribute some support towards rebuild Asheville efforts. We are still struggling to be back to normal. Appreciate you reading my request.

Thank you,



Regards

Punam Ghimire Risal
Ambarkaar LLC-EIN: 46-951540
4532 W Kennedy Blvd
295
Tampa, Fl 33609
Ambarkaar@gmail.com

Can you please confirm these for Sarah?
Thanks!

Regards,

Michael Boyko
He/Him
Tax Collections
Daily Collections Supervisor
(828) 250-4912
Michael.boyko@buncombenc.gov
Physical: 182 College St, Asheville, NC 28801
Mailing: PO Box 3140, Asheville, NC 28802
Respect. Integrity. Collaboration. Honesty. Equity.
Facebook•X•Threads•Instagram•YouTube•LinkedIn

From: Sarah Myers <smyers@exploreasheville.com>
Sent: Thursday, August 27, 2026 4:20 PM
To: Elliott Suess <Elliott.Suess@buncombenc.gov>; Michael Boyko <Michael.Boyko@buncombenc.gov>
Subject: Penalty Waiver Request | 21 Bees Mountain Drive

Good afternoon, Elliott and Michael.

Can you confirm the penalty amounts due (see below) for 21 Bees Mountain Drive?

And will you also verify that there is no history of past penalty waivers on these accounts?

Thank you so much,

Sarah

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Ambarkaar LLC <ambarkaar@gmail.com>

From: Elliott Suess
To: Sarah Myers
Cc: Michael Boyko
Subject: Re: Penalty Waiver Request | 21 Bees Mountain Drive
Date: Tuesday, September 1, 2026 8:21:18 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Good morning, Sarah!

This account has not previously submitted a penalty waiver request.

We double-checked, and the actual amount of penalties they paid were $334.43 for this time period. $75.20, $98.71, $15.43, $18.31, $38.52, $54.40, and $33.86 were the individual penalties on the bills that had balances. They did not have any processing fees since they paid with a bank account ACH.

We aren't quite sure where they got the figure of $396.55 from.

Thank you,

Elliott Suess
He/Him
Tax Collections
Revenue Specialist
(828) 250-4934
Elliott.Suess@buncombenc.gov
Physical: 182 College St., Asheville, NC, 28801
Mailing: PO Box 3140, Asheville, NC 28802
Respect. Integrity. Collaboration. Honesty. Equity.
Facebook • X • Threads • Instagram • YouTube • LinkedIn

From: Michael Boyko <Michael.Boyko@buncombenc.gov>
Sent: Tuesday, September 1, 2026 7:50 AM
To: Elliott Suess <Elliott.Suess@buncombenc.gov>
Subject: FW: Penalty Waiver Request | 21 Bees Mountain Drive

From: Ambarkaar
To: Sarah Myers
Subject: Re: Penalty Waiver Request | 21 Bees Mountain Drive
Date: Thursday, September 3, 2026 7:23:51 AM

Dear Ms Myers

I believe the amount you are saying has to be more accurate. I was just taking the difference of how much I paid vs how much was actual collection for taxes and put the difference in penalty category. Thank you for your help.

Sincerely
Punam

> On Sep 1, 2026, at 9:09 AM, Sarah Myers <smyers@exploreasheville.com> wrote:
>
> Dear Punam,
>
> I've conferred with the Buncombe County Tax Collection Office. They found a discrepancy in the calculation of penalties due. Their system indicates total penalties paid were $334.43 for the time period you indicate in the penalty waiver request letter.
>
> $75.20, $98.71, $15.43, $18.31, $38.52, $54.40, and $33.86 were the individual penalties on the bills that had balances. You did not have any processing fees since you paid with a bank account ACH.
>
> Would you mind reviewing your files, and let me know if their math seems accurate and if you can see where the discrepancy may have arisen from?
>
> Thank you!
> Sarah
>
> <image001.png>
>
> **Sarah Myers** She/Her (what is this?)
> *Director of People, Culture & Strategy*
> P: 828.333.5831
> smyers@exploreasheville.com
> **27 College Place Asheville, NC 28801**
>
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Jennifer Pike

From: Sarah Myers <smyers@exploreasheville.com>
Sent: Monday, October 5, 2026 12:39 PM
To: Jennifer Pike; Melissa Moore; Mason Scott
Subject: Penalty Waiver | 21 Bees Mountain Drive
Attachments: Penalty Waiver Request Materials 21 Bees Mountain Drive 9.2026.pdf

Good afternoon, Jennifer, Melissa, and Mason.

Please find attached the supporting documents for the penalty fee waiver request from Punam Ghimire Risal, owner of a vacation rental located at 21 Bees Mountain Drive. You will also find below approval from Vic Isley, President & CEO of Explore Asheville & the BCTDA, to waive the penalty fee.

Per BCTDA policy, the decision to waive any fee totaling less than $500 can be made by the President & CEO and does not need to be voted on by the Board before being presented to the County Commissioners for approval. The Buncombe County tax collections office has confirmed the total penalty fee of $334.43 due, and indicated this account has no prior penalties.

Please advise on next steps and timeline for County Commission review.

Thank you,
Sarah

Bcc'd for sightline: HP Patel, Lucious Wilson, Tim Rosebrock, Vic Isley

EXPLORE ASHEVILLE
POWERED BY Buncombe County Tourism Development Authority

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Vic Isley <visley@exploreasheville.com>
Sent: Monday, October 5, 2026 11:11 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: RE: Needs Review: Penalty Waiver | 21 Bees Mountain Drive

Thanks, Sarah. This request is approved.

From: Sarah Myers <smyers@exploreasheville.com>
Sent: Monday, October 5, 2026 11:08 AM
To: Vic Isley <visley@exploreasheville.com>
Subject: Needs Review: Penalty Waiver | 21 Bees Mountain Drive

Good morning.

Please find attached the supporting documents for the penalty fee waiver request from Punam Ghimire Risal, owner of a vacation rental located at 21 Bees Mountain Drive.

Per BCTDA policy, the decision to waive any fee totaling less than $500 can be made by the President & CEO and does not need to be voted on by the Board before being presented to the County Commissioners for approval. The Buncombe County tax collections office has confirmed the total penalty fee of $334.43 due, and indicated this account has no prior penalties.

Please advise,
Sarah

EXPLORE ASHEVILLE
POWERED BY Buncombe County Tourism Development Authority

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Ambarkaar <ambarkaar@gmail.com>
Sent: Thursday, September 3, 2026 7:24 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: Re: Penalty Waiver Request | 21 Bees Mountain Drive

Dear Ms Myers

I believe the amount you are saying has to be more accurate. I was just taking the difference of how much I paid vs how much was actual collection for taxes and put the difference in penalty category. Thank you for your help.

Sincerely
Punam

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Would you mind reviewing your files, and let me know if their math seems accurate and if you can see where the discrepancy may have arisen from?

Thank you!
Sarah

<image001.png>

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

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<image007.png>

From: Ambarkaar LLC <ambarkaar@gmail.com>
Sent: Tuesday, August 25, 2026 10:39 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: Re: Occupancy Tax

Dear Ms. Myers

Good morning,

Please find attached the documents relevant to the request for penalty waiver for occupancy tax for the period of Nov 2025 till June 2026.

Attaching a letter request and the transaction details.

Thank you,

Regards

Punam Ghimire Risal

813-998-5951

Get Outlook for Mac

From: Sarah Myers <smyers@exploreasheville.com>
Date: Monday, July 27, 2026 at 12:23 PM
To: Ambarkaar <ambarkaar@gmail.com>
Subject: RE: Occupancy Tax

Hello, Punam.

Thank you for your note. I am following up to officially begin the penalty waiver process.

I have attached the BCTDA penalty waiver policy, which includes instructions on how to submit a written request to the Buncombe County Tourism Development Authority (BCTDA).

In the written request, please detail your reason for needing a penalty waiver, the lodging property address, name, and pertinent information, and the amount you're requesting be waived. For ease and expediency, we can accept the request letter as an email attachment. Please ensure it is formally addressed to the BCTDA.

If we receive the written request before our upcoming BCTDA meeting on August 26, we can present the request to the BCTDA board that morning. As you will see in the attached policy, the next step would be approval by Buncombe County Commissioners.

Please let us know if you have any other questions. Otherwise, I will confirm when the letter is received.

Kindly,
Sarah

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

-----Original Message-----
From: Ambarkaar <ambarkaar@gmail.com>
Sent: Friday, July 24, 2026 3:02 PM
To: Sarah Myers <smyers@exploreasheville.com>

Subject: Occupancy Tax

Dear Ms. Myers

I received your contact from the occupancy tax department. I have a scenario where the company that was managing my property had challenges to administer the taxes. Hence, I will be taking over and making those payments myself in the process. I noticed there are penalties. I'm creating this thread so once I submit the payment, I will email you again and request you if there is a way you could have these penalties waived or credited back to apply towards future dues, I really appreciate it.
I'll get you these documents over to you by tomorrow. Thank you.

Regards
Punam Risal
Ambarkaar LLC

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Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Sustainability Office

Presenter(s): Jeremiah LeRoy, Sustainability Officer

Contact: Jeremiah LeRoy, Sustainability Officer

Subject: Resolution and Interlocal Agreement with Land of Sky for Battery Energy Storage at Leicester Library

Brief Summary:

Land of Sky will be funding the installation of battery storage (BESS) at Leicester Library for cost savings and backup power. This is a resolution, as well as an inter-local agreement with Land of Sky, in order that they may have access to install the BESS at which point the County takes ownership of the system. LOS will pay the contractor directly. No funds will flow through the County.

Recommended Motion & Requested Action:

Motion to approve the Resolution and for the County Manager to execute the Inter-Local Agreement

Attachments:

1. BCO LOSRC ILA (BESS) Draft 1.0
2. Resolution

STATE OF NORTH CAROLINA
CIOUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN
BUNCOMBE COUNTY & LAND OF SKY REGIONAL COUNCIL

This Agreement is entered into effective November ____, 2026, by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina ("County") and the LAND OF SKY REGIONAL COUNCIL, a regional council of governments serving Buncombe, Henderson, Madison, and Transylvania counties ("LOSRC").

W I T N E S S E T H

WHEREAS, the Land of Sky Regional Council received a grant from the North Carolina Department of Environmental Quality ("NC DEQ") to fund resilience projects in communities impacted by Hurricane Helene;

WHEREAS, the Land of Sky Regional Council identified the Leicester branch of the Buncombe County Public Library system ("Leicester Library"), a County-owned facility, as a qualifying project site for the installation of a Battery Energy Storage System ("BESS") under said grant program;

WHEREAS, a BESS is a technology that captures electrical energy from the grid or renewable sources (like solar and wind) and stores it in electrochemical batteries for release when needed;

WHEREAS, on a day-to-day basis, the BESS will mitigate short-term power outages and reduce taxpayer-funded energy costs by discharging stored energy, and in the event of an emergency, the BESS will enhance community resilience by providing reliable back-up power;

WHEREAS, counties and agencies of local government may enter into joint undertakings as authorized by N.C. Gen. § 160A-460(2).

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 other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1. Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish and memorialize the terms and conditions governing the procurement, funding, project management, installation, and ownership, and maintenance of the BESS at the Leicester Library ("BESS project").

2. Duration. This Agreement shall commence on November _____, 2026, and shall terminate upon acceptance of the BESS by the County.

3. Responsibilities.

    a. Land of Sky Regional Council shall:

        i. Serve as the project manager for all construction and installation activities associated with the BESS project. LOSRC conducted a competitive RFP process and entered into a contract

directly with the selected contractor. LOSRC shall be responsible for overseeing the selected contractor's work, managing the construction schedule, and ensuring the BESS project is completed in accordance with applicable specifications and grant requirements. LOSRC shall ensure that in the contract between LOSRC and its contractor, the contractor agrees to indemnify and defend both LOSRC and the County for any damage, injury, claim, or suit resulting from the acts or omissions of the contractor. The County shall have no contractual relationship with the contractor and shall bear no responsibility for project management or construction oversight.

ii. Remit payment to the contractor for all construction and installation costs associated with the BESS project, in the total estimated amount of Sixty-Four Thousand Nine Hundred Fifty Dollars ($64,950.00). No grant funds or contractor payments shall pass through Buncombe County. The County shall have no cost share obligation under this Agreement and shall bear no responsibility for any construction or installation costs associated with the BESS project, including any costs in excess of the estimated amount set forth above.

iii. Comply with all NC DEQ grant conditions relating to procurement and the expenditure of grant funds and shall maintain documentation of all project expenditures.

b. Buncombe County shall:

i. Grant LOSRC, its contractor, and their duly authorized personnel access to the Leicester Library for purposes of construction and installation of the BESS, with the understanding that the County must approve the installation schedule. The County shall not unreasonably withhold approval of the installation schedule.

ii. Monitor and report BESS system performance data to LOSRC and NC DEQ as required by the terms of the grant. Such reports shall be based on data generated from the monitoring system provided by the contractor and shall be submitted on a schedule consistent with NC DEQ grant reporting requirements.

iii. Comply with NC DEQ grant conditions applicable the County as owner and host site of the BESS, including reporting obligations and any requirements governing the use and operation of grant-funded equipment. The County shall maintain records relating to its reporting obligations under Section 3(b)(ii) of this Agreement and make such records available to Land of Sky and NC DEQ upon request.

4. Ownership. Upon completion and acceptance of the installation, the Battery Energy Storage System installed at Leicester Library shall become the sole property of Buncombe County. The County shall be responsible for all insurance, maintenance, and operational costs associated with the BESS following project completion. The LOSRC shall ensure that any and all warranties are issued in the name of the County.

5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.

6. Disputes.

   a. Mediation. 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 Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

   b. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties

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

8. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

Land of Sky Regional Council	Buncombe County
Ian Baillie ian@landofsky.org	Jeremiah LeRoy Jeremiah.LeRoy@Buncombenc.gov

Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and the LOSRC, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

Buncombe County	Land of Sky Regional Council
By: _____	By: _____
Avril Pinder, County Manager	Nathan Ramsey, Director

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH LAND OF SKY REGIONAL COUNCIL GOVERNING THE PROJECT MANAGEMEENT OF A BATTERY ENERGY STORAGE SYSTEM AT THE LEICESTER BRANCH OF THE BUNCOMBE COUNTY PUBLIC LIBRARY

WHEREAS, the Land of Sky Regional Council ("LOSRC") received a grant from the North Carolina Department of Environmental Quality ("NC DEQ") to fund resilience projects in communities impacted by Hurricane Helene;

WHEREAS, the LOSRC identified the Leicester branch of the Buncombe County Public Library system ("Leicester Library"), a County-owned facility, as a qualifying project site for the installation of a Battery Energy Storage System ("BESS") under said grant program;

WHEREAS, the BESS will reduce taxpayer-funded energy costs and enhance community resilience by providing reliable back-up power;

WHEREAS, the County and LOSRC desire to entire into an interlocal agreement governing the terms and conditions governing the procurement, funding, project management, installation, and ownership, and maintenance of the BESS at the Leicester Library ("BESS project");

WHEREAS, the Board of Commissioners find that the BESS project will benefit the residents of Buncombe County and that the interlocal agreement is necessary to establish the rights and obligations of the LOSRC and the County as they pertain to the BESS project; and

WHEREAS, counties and agencies of local government may enter into joint undertakings as authorized by N.C. Gen. § 160A-460(2).

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

1. The Board of Commissioners hereby authorizes the execution of an interlocal agreement with the Land of Sky Regional Council governing the procurement, funding, project management, installation, and ownership, and maintenance of the BESS at the Leicester Library.

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

3. The Chair, County Manager, or either of them, or their designee, are hereby authorized to execute the interlocal agreement and such documents as may be required to effect the purposes and intents of Resolution.

4. This Resolution shall become effective upon its adoption.

This ____ of _____, 2026.

ATTEST

_____
Sarah Gross Scarnecchia

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: _____
Amanda Edwards, Chair

APPROVED AS TO FORM

_____
County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Legal

Presenter(s): Curt Euler, County Attorney

Contact: Curt Euler, County Attorney

Subject: Resolution to Decline the County's Right to Purchase Surplus Real Property From the Asheville School Board

Brief Summary:

Pursuant to N.C. Gen. Stat. § 115C-518 a local school board can transfer surplus real property to a third party. The statute also gives the local municipality and the local county board of commissioners the option to purchase the property for fair market value prior to the transfer. On October 12, 2026, the Asheville City Board of Education (herein "ACS") passed a resolution declaring a 0.089 acre of property from the parcel located at 441 Haywood Road (herein "Property") as surplus property with the intent to transfer the Property to the North Carolina Department of Transportation as part of the I-26 project. In accordance with N.C. Gen. Stat. § 115C-518, ACS has notified the County of its right to purchase the Property prior to transferring the Property to the NCDOT. County Staff reviewed the Property and determined that the Property does not have any value to Buncombe County. Staff recommends that the Board of Commissioners decline the County's option to purchase the Property.

Recommended Motion & Requested Action:

Approve resolution to decline the right to purchase the Property.

Attachments:

1. Resolution

RESOLUTION #_____

RESOLUTION DECLINE THE COUNTY'S RIGHT TO PURCHASE SURPLUS REAL PROPERTY FROM THE ASHEVILLE SCHOOL BOARD

WHEREAS, pursuant N.C. Gen. Stat. § 115C-518, a local school board has the authority to sell or transfer real property to a third party; and

WHEREAS, on October 12, 2026, the Asheville Board of Educated voted to transfer 0.089 acre portion of the property located at 441 Haywood Road, Asheville, North Carolina (herein "Property"), to the North Carolina Department of Transportation as part of the I-240/I-26 project; and

WHEREAS, in accordance with N.C. Gen. Stat. § 115C-518, the Board of Education is required to offer the Property to the Buncombe County Board of Commissioners at a fair market price or at a price negotiated between the two boards; and

WHEREAS, given the small size of the parcel to be transferred, it does not have any value to Buncombe County.

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

1. That the Buncombe County Board of Commissioners hereby decline the right to purchase the Property.

2. That the County Manager is hereby authorized to sign any documents on behalf of the County to put this Resolution into effect.

3. This resolution is effective upon adoption.

This the 5rd day of November 2026.

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____

Sarah Gross, Clerk

By: _____

Amanda Edwards, Chair

APPROVED AS TO FORM

Curtis W. Euler, County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Budget

Presenter(s): John Hudson, Budget Director

Contact: Matthew Cable, Community Development Division Manager

Subject: Budget Amendment for Affordable Housing Services Program

Brief Summary:

This amendment shifts underspent contract costs in the amount of $34,597 from prior years Affordable Housing Services Programs into the current year Affordable Housing Services Program to support ongoing predevelopment costs associated with 50 and 52 Coxe Avenue redevelopment. Since these projects have already been funded, this amendment requires no new county dollars.

Recommended Motion & Requested Action:

Approve budget amendment.

Attachments:

1. 26.11.05 Fund 224 Affordable Housing Service Program Updates

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Special Projects Ordinance

BOARD MEETING DATE: November 5, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Special Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Project Name:	Affordable Housing Services Program Updates (FY24, FY25, FY27)

Description:

This amendment shifts underspent contract costs from prior years Housing Trust programs into the current year Affordable Housing Services Program to support ongoing predevelopment costs associated with 50 and 52 Coxe Avenue redevelopment. Since these projects have already been funded, this amendment requires no new county dollars.

Funding Source:

No new county dollars.

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Affordable Housing Services Program FY27	$ 34,597	$ 34,597
Affordable Housing Services Program FY24	$ (105)	$ (105)
Affordable Housing Services Program FY25	$ (34,492)	$ (34,492)
TOTAL	$ -	$ -

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Budget

Presenter(s): John Hudson, Budget Director

Contact: Jason Hyatt, Library Director

Subject: Budget Amendment for Additional Allocation of Digital Opportunities Initiative 2026 Grant

Brief Summary:

This amendment realizes an additional allocation made by Dogwood Health Trust of $9,083 to Public Libraries for the Digital Opportunity Initiative 2026 grant already received and approved by the Board of Commissioners on June 16th of this year. The original allocation ($40K) for mobile laptop lab is near the point of purchase, but this additional $9K will cover an educational component of the lab, namely a contracted Digital Navigator instructor and professional development training.

Recommended Motion & Requested Action:

1. Approve the budget amendment; and 2. Authorize the County Manager to execute the grant agreement and other necessary grant documents.

Attachments:

1. 26.11.05 Fund 327 Digital Opportunities 2026 Update

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Grant Projects Ordinance

BOARD MEETING DATE: November 5, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Grants Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Granting Agency:	Dogwood Health Trust
Grant Name:	Digital Opportunities Initiative 2026

Description:

This amendment realizes an additional allocation made by Dogwood Health Trust of $9,083 for the Digital Opportunity Initiative 2026 grant already received and approved by the Board of Commissioners on June 16th of this year. The original allocation ($40K) for mobile laptop lab is near the point of purchase, but this additional $9K will cover an educational component of the lab, namely a Digital Navigator instructor and professional development training.

Funding Source:	Dogwood Health Trust
Award ID:	AWD-0181
CFDA Listing:	N/A

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Digital Opportunities Initiative 2026	$ 9,083	$ 9,083
TOTAL	$ 9,083	$ 9,083

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

CONSENT

Department: Agriculture and Land Resources

Presenter(s): Jennifer Harrison, Agriculture and Land Resource Director
John Hudson, Budget Director

Contact: Jennifer Harrison, Agriculture and Land Resource Director

Subject: Budget Amendment for Grant to Improve Smith Mill Creek

Brief Summary:

This stream restoration project will address instabilities along approximately 1,650 feet of Smith Mill Creek in Buncombe County. The objective of the proposed project will be to address the stream's dimension, pattern, and profile to improve sediment transport, and reduce bank erosion to a natural rate. The grant request is $187,000 from DEQ, Division of Water Resources. The grant is a pass-through to Mountain Valleys RC&D. They are responsible for the $187,000 in match, which will be provided through in-kind services and matching grant funds.

Recommended Motion & Requested Action:

1. Approve the budget amendment; 2. Accept the grant; and 3. Authorize the County Manager to execute the grant agreement and other necessary grant documents.

Attachments:

1. Budget Ordinance

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Grant Projects Ordinance

BOARD MEETING DATE: November 5, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Grants Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Granting Agency:	NC Department of Environmental Quality (DEQ)
Grant Name:	Smith Mill Creek Stream Restoration Grant

Description:

This ordinance budgets $187,000 from NC DEQ to address instabilities along approximately 1,650 feet of Smith Mill Creek in Buncombe County. The objective of the proposed project will be to address the stream's dimension, pattern, and profile to improve sediment transport, and reduce bank erosion to a natural rate. The funding will be passed through to Mountain Valleys Resource Conservation and Development Council who will be managing the project.

Funding Source:	NCDEQ - Division of Water Resources
Award ID:	100920-000
CFDA Listing:	N/A

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Smith Mill Creek Stream Restoration Grant	$ 187,000	$ 187,000
TOTAL	$ 187,000	$ 187,000

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

PRESENTATIONS

Department: Access and Human Affairs **Presenter(s):** Noreal Armstrong, Access and Human Affairs Director

Contact: Noreal Armstrong, Access and Human Affairs Director

Subject: Native American Heritage Month Proclamation

Brief Summary:

Native American Heritage Month is a time to honor and celebrate the rich and diverse cultures of indigenous people, raise awareness about our shared history, recognize that truth must come before reconciliation, and acknowledge the important contributions that Native Americans have made to our community and our nation. According to the Indian Bureau of Indian Affairs, each year in November, it is a time to celebrate the traditions, languages, and stories of Native American, Alaska Native, Native Hawaiian, and affiliated Island communities and ensure their rich histories and contributions continue to thrive with each passing generation.

Recommended Motion & Requested Action:

None

Attachments:

1. Native American Heritage Month

NATIONAL NATIVE AMERICAN HERITAGE MONTH

NOVEMBER 2026

WHEREAS, what started at the turn of the century as an effort to gain a day of recognition for the significant contributions the first Americans made to the establishment and growth of the United States, has resulted in a whole month being designated for that purpose; and,

WHEREAS, in 1990 Congress and President George H.W. Bush approved a joint resolution designating November as National American Indian Heritage Month; and,

WHEREAS, November was chosen because it traditionally marks a time of harvest, gathering, and celebration for many Indigenous tribes; and,

WHEREAS, National Native American Heritage Month honors the profound contributions and diverse cultures of Native American people while providing an opportunity to recognize the rich history, traditions, and ongoing contributions of Native American communities to the fabric of the United States; and,

WHEREAS, while celebrating the rich histories of Native American communities, it is also important to acknowledge the challenges Native American continue to face including land rights, cultural preservation, and economic disparities; and,

WHEREAS, the area surrounding Buncombe County is ancestral land of the Anigiduwagi, more commonly known as the Cherokee, whose territory stretched more than 100,000 square miles across the Southeast, almost twice as large as North Carolina; and,

WHEREAS, tribal members purchased 57,000 acres of property in the 1800s forming the Qualla Boundary, which is now owned by the Eastern Band of Cherokee Indians, descendants of those who lived in their ancestral home and survived the Trail of Tears; and,

WHEREAS, Buncombe County was formed after the July 1791 "Treaty of the Holston," signed near present-day Knoxville, wherein the Cherokee people ceded most of the land that is now Western North Carolina to the United States; and,

WHEREAS, National Native American Heritage Month is a time to celebrate and honor the rich history, cultures, and contributions of Native American Communities; and,

WHEREAS, by recognizing and respecting the legacy of Indigenous people, Native American Heritage Month is a reminder of the resilience and strength of native American people in the face of adversity,

NOW, THEREFORE, BE IT RESOLVED that the Buncombe County Board of Commissioners proclaims **November 2026** as **National Native American Heritage Month** in Buncombe County and encourage our community to join us in celebrating the value, talent, and contributions of Native Americans in our county, state, and nation.

This 5th day of November, 2026.

Amanda Edwards, Chair
Buncombe County Board of Commissioners

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

PRESENTATIONS

Department: Access and Human Affairs **Presenter(s):** Lillian Govus, Communication & Public Engagement Director

Contact: Lillian Govus, Communication & Public Engagement Director

Subject: Operation Green Light Proclamation

Brief Summary:

In recognition of **Operation Green Light for Veterans**, Buncombe County will illuminate the Courthouse and Health and Human Services building green from November 4-11. The green lights symbolize support for veterans, gratitude for their service and sacrifice, and recognition of their ongoing contributions to our communities. Residents are encouraged to participate by displaying a green light in a window of their home or business to show that veterans are seen, appreciated, and supported.

Recommended Motion & Requested Action:

None

Attachments:

1. Operation Green Light for Veterans

OPERATION GREEN LIGHT FOR VETERANS

NOVEMBER 2026

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

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

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

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

WHEREAS, the Buncombe County Veterans Treatment Court assists justice-involved veterans through a voluntary, court-supervised intensive treatment court that has supported hundreds of veterans achieve stability and healing since it was established in 2015; and,

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

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

WHEREAS, approximately 200,000 service members transition to civilian communities annually and an estimated 20 percent increase of service members will transition to civilian life in the near future; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED that with the designation as a **Green Light for Veterans County**, Buncombe County hereby declares Veterans Day, November 11, 2026, and the weeks of November, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

BE IT FURTHER RESOLVED, that the Buncombe County Board of Commissioners proclaims recognition of **Operation Green Light for Veterans**, lighting the courthouse and Health and Human Services building green in its honor from November 4 - 11, and encourages its residents in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

This 5th day of November, 2026.

Amanda Edwards, Chair
Buncombe County Board of Commissioners

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

NEW BUSINESS

Department: Agriculture and Land Resources

Presenter(s): Ariel Zijp, Farmland Preservation Program Manager

Contact: John Hudson, Budget Director
Jennifer Harrison, Agriculture and Land Resource Director

Subject: Budget Amendments for Conservation Easement Funding

Brief Summary:

Conservation Easement funding to fund Buncombe Farmland Preservation Program conservation easements. FY27 Annual conservation easement funds from the Special Projects Fund for transaction costs to complete conservation easement projects:

- Battle Forest Conservation Easement - $6,000 additional transaction cost funding to finalize due diligence materials.
- Sluder Branch Farm — $62,900 for transaction costs to protect the 59 acre farm in Leicester. This project will return with a request for Open Space Bond Funds once an appraisal has been completed.

Allocate funding from the previously funded Agricultural Growth Zone Project in the Open Space Bond fund to these individual conservation easement projects. All of these projects have been previously approved by the Commissioners for transaction costs and this is the final easement purchase funding request now that the final appraisals have been completed.

- Brown Legacy Farm - $135,500 conservation easement acquisition funds
- Cedar Hill Farm - $230,700 conservation easement acquisition funds
- Saddlebrook Farm - $57,250 conservation easement acquisition funds

Recommended Motion & Requested Action:

Approve two budget ordinances approving funding for the conservation easement projects.

Attachments:

1. Presentation
2. Budget Ordinance - Special Projects Fund
3. Budget Ordinance - Bond Fund

Budget Amendment for Conservation Easements

Ariel Zijp

Farmland Preservation Manager

Buncombe Agriculture and Land Resources

November 5, 2026

Land Conservation Requests

Request from FY27 Fund 224 for Transaction Costs:

- Battle Forest - $6,000 supplement
- Sluder Branch Farm - $62,900

Request from Open Space Bond* for easement acquisition:

- Brown Legacy Farm - $135,500
- Cedar Hill Farm - $284,000
- Saddlebrook Farm - $107,750

*Matching funds for Agricultural Growth Zone Grant

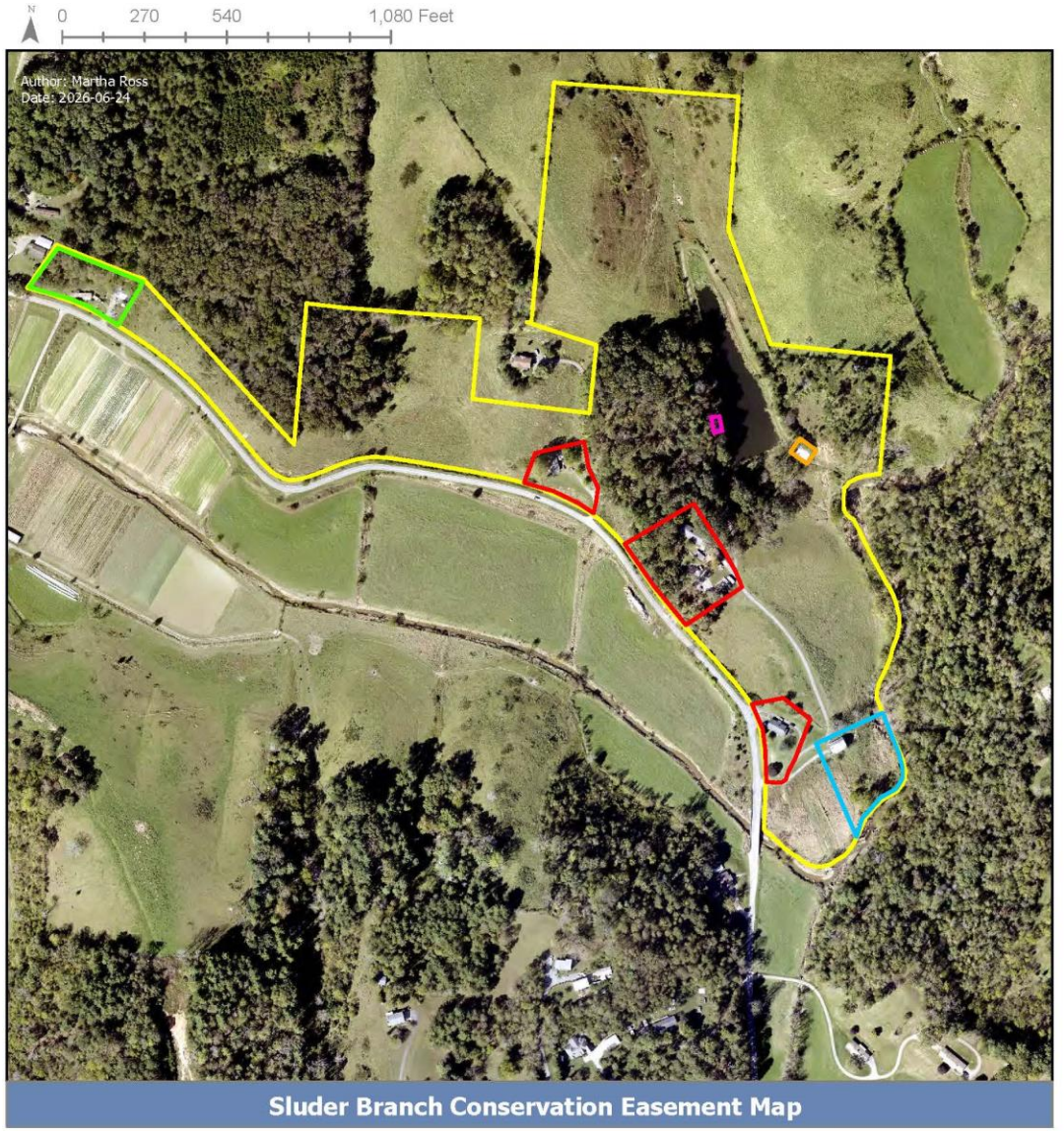
Sluder Branch Farm

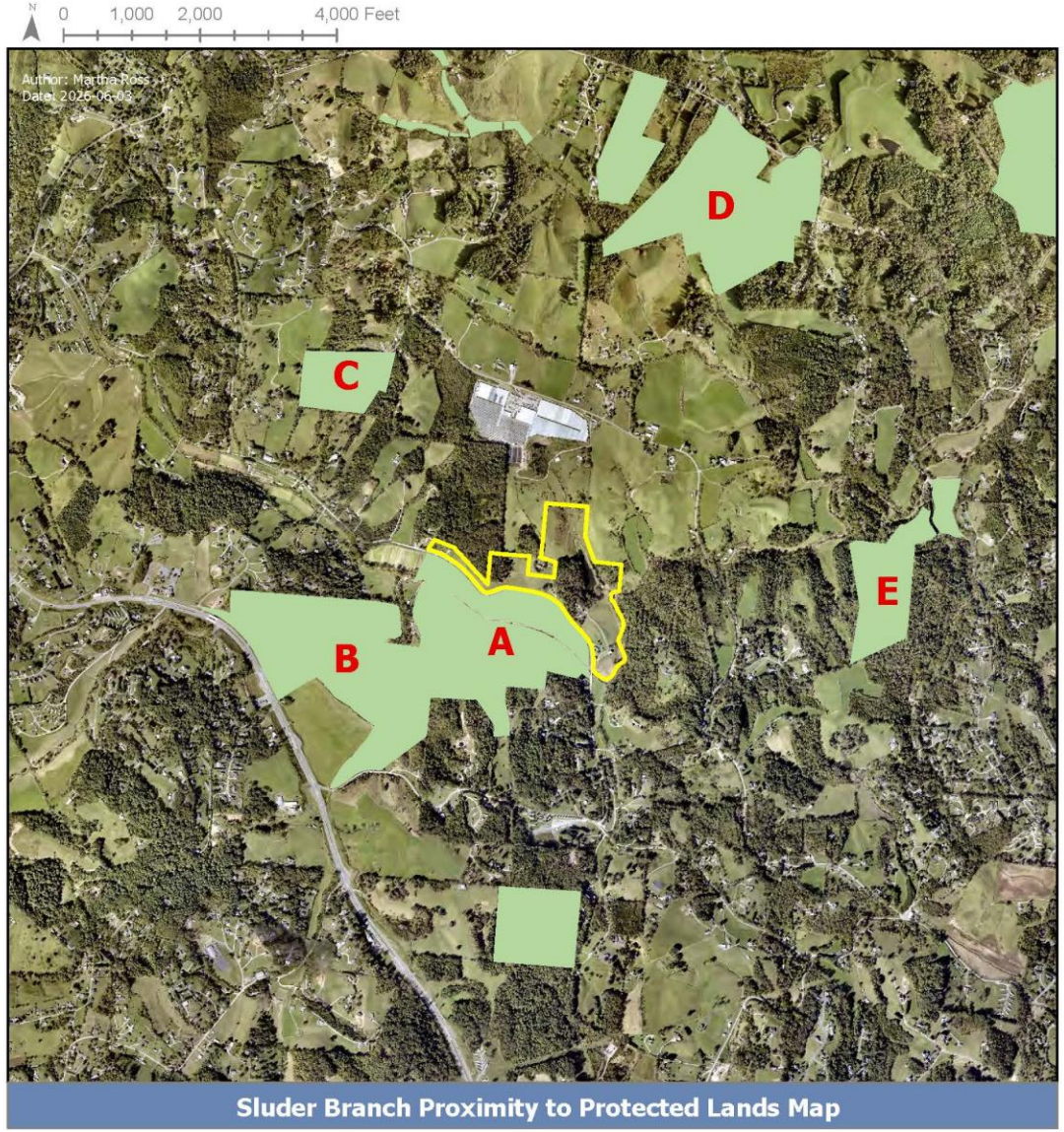
+/- 59 acres on Sluder Branch Road

- **Project status: Initiation**
  - Approved by Agricultural Advisory Board
- In the Leicester-Sandy Mush Conservation Focus Area
- 52% Prime Agricultural Soils
- Working Cattle Farm
- Adjacent to significant conserved lands

TOTAL PROJECT COST: $ 634,900

- **Transaction costs (current request): $62,900**
- Acquisition Funding:
  - 50% Charitable Landowner Donation: $286,000
  - 50% Open Space Bond: $ 286,000 (estimate for future request)





Sluder Branch Farm

Proximity to Protected Lands

A – Watalula Farms (SAHC)

B – Sycamore Valley (BC)

C – Penley Farm (BC)

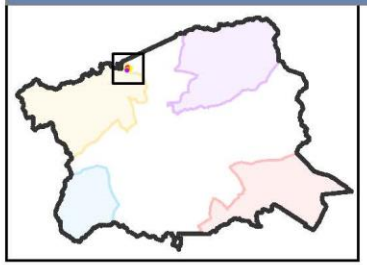
D- Ridgeview Farms (SAHC)

E – Walton easement (SAHC)

Cedar Hill Farm



Cedar Hill Farm Conservation Easement Area



- Easement Boundary (59.98 acres)
- FBE #1 Farmstead (0.96 acres)
- FBE #2 Farmstead (1.02 acres)
- FBE #3 Future Residential (1.00 acres)
- FBE #4 Future Residential (1.00 acres)
- FBE #5 Farmstead (0.12 acres)

59.98 acres on Cedar Hill Rd, Alexander

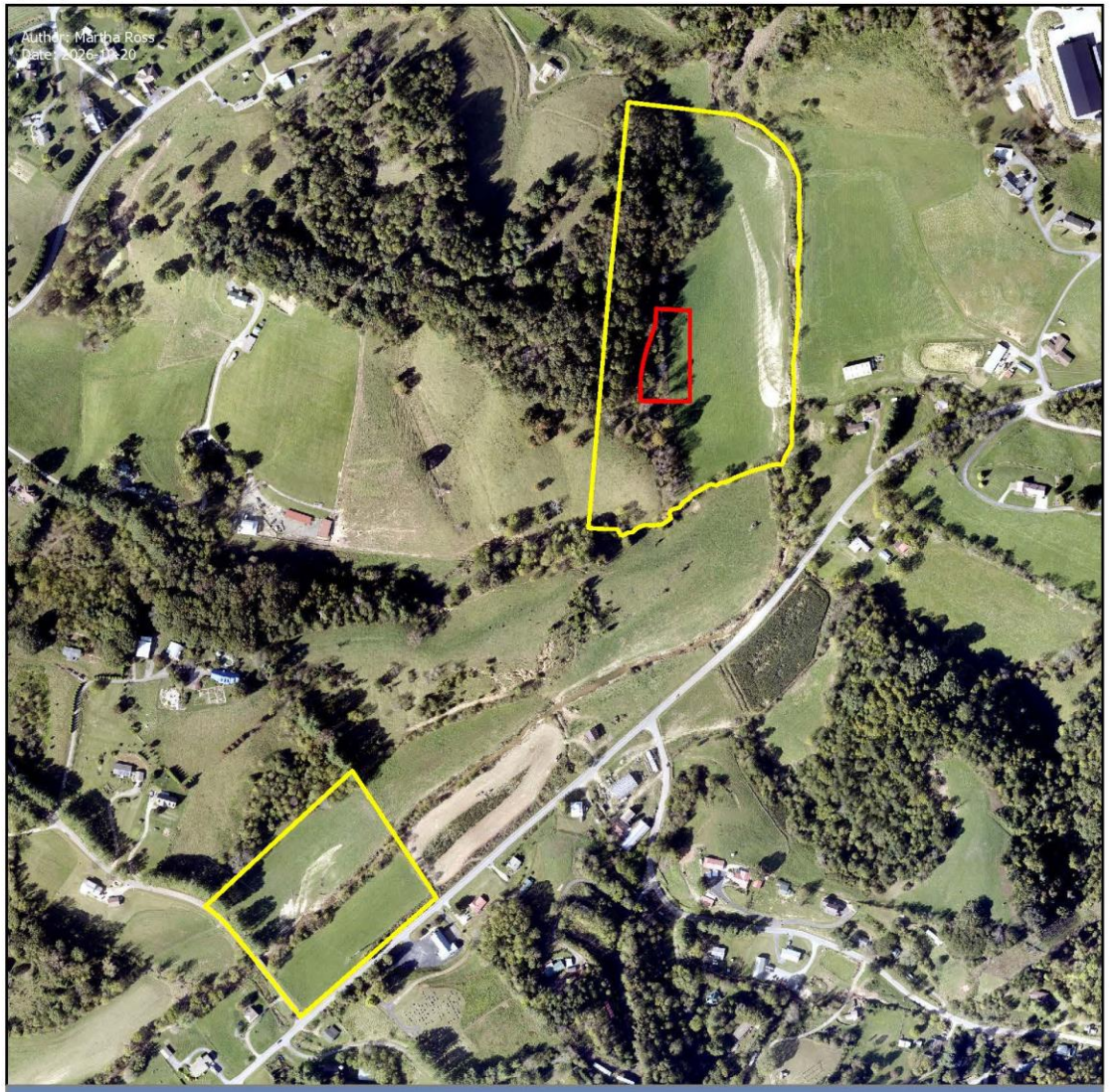
- **Project status: Preparing for closing**
- Cattle and hay production
- 53% prime soils
- Bordered by the Sandy Mush Game lands
- Northeastern portion fronts the French Broad River
- Meets 5 of the 7 Open Space Bond eligibility criteria

TOTAL PROJECT COST: $1,192,300

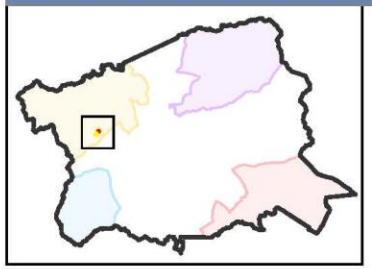
- Transaction costs: $56,300
- Acquisition Funding:
  - 50% Charitable Landowner Donation: $568,000
  - 25% Agricultural Growth Zone Grant: $284,000
  - **25% Open Space Bond: $284,000**

BUNCOMBE COUNTY

Brown Legacy Farm



Brown Legacy Farm Conservation Easement Area



Conservation Easement Boundary (25.2 acres)
FBE #1 Farmstead (1.00 acre)

25.2 acres on Newfound Rd, Leicester

- **Project status: Preparing for closing**
- 73% prime soils
- Crop fields for hay
- Scenic Viewshed protection
- Newfound Creek runs through the Property
- Leicester – Sandy Mush Conservation Focus Area
- Meets 5 of the 7 Open Space Bond eligibility criteria

TOTAL PROJECT COST: $588,800

- Transaction costs: $46,800
- Acquisition Funding:
  - 50% Charitable Landowner Donation: $271,000
  - 25% Agricultural Growth Zone Grant: $135,500
  - **25% Open Space Bond: $ 135,500**

BUNCOMBE COUNTY

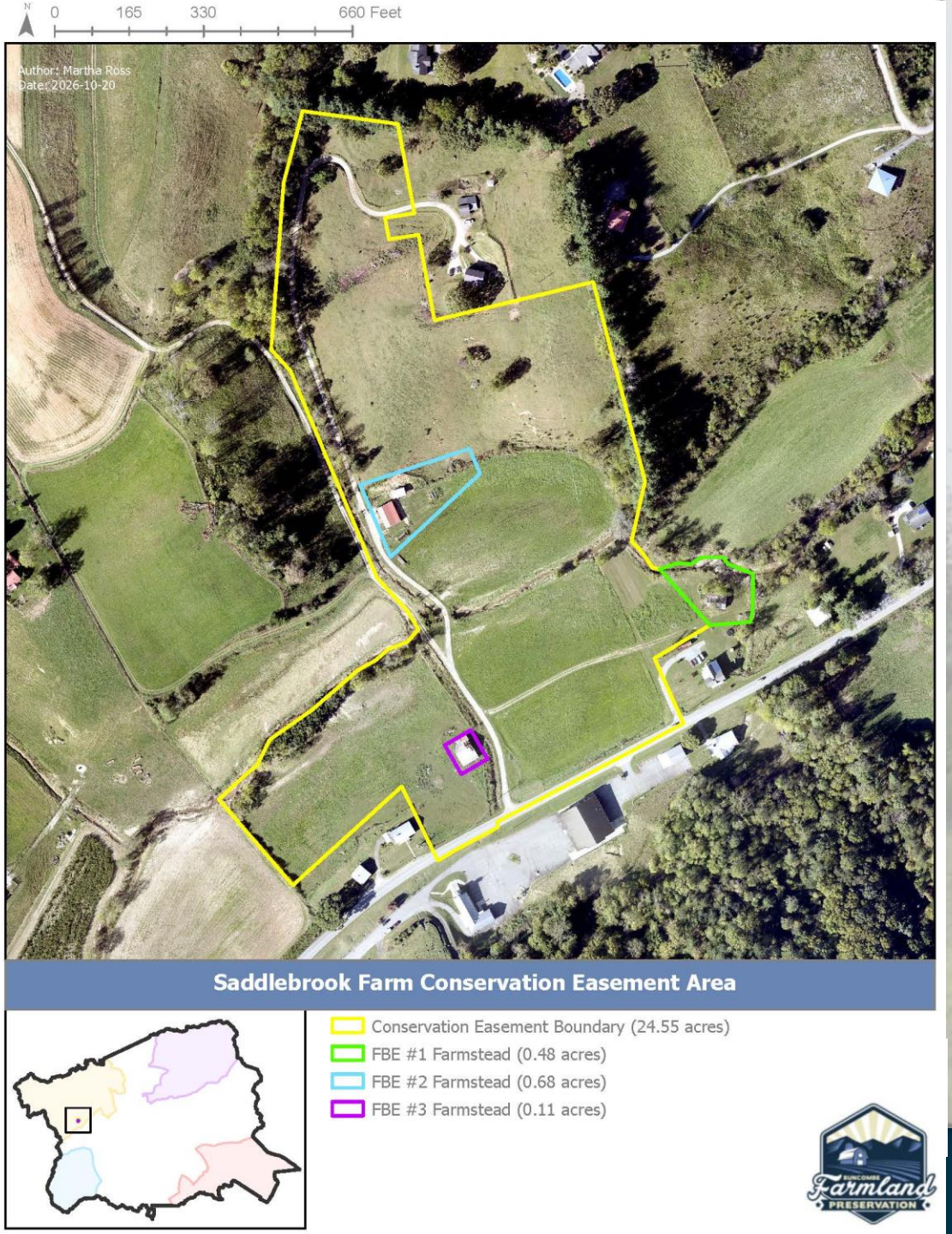
Saddlebrook Farm

24.55 acres on Newfound Rd, Leicester

- **Project status: Preparing for closing**
- 64% prime soils raising cattle and growing hay
- Viewshed Protection along a commuting road
- Newfound Creek runs through the Property
- Conservation Focus Area
- Meets 5 of the 7 Open Space Bond eligibility criteria

TOTAL PROJECT COST: $481,500

- Transaction costs: $50,500
- Acquisition Funding:
  - 50% Charitable Landowner Donation: $215,500
  - 25% Agricultural Growth Zone Grant: $107,750
  - **25% Open Space Bond: $107,750**



BUNCOMBE COUNTY

Easement Project Budgets

Owner	Size	Region	Funding	Transaction Costs	Bond Easement Purchase
Sluder Branch Farm	59	Leicester	FY27 CE funds	**$ 62,900**	Request to come once appraisals complete
Battle Easement - Supplemental TC	-	Candler	FY27 CE funds	**$ 6,000**	Previously funded by bond
Brown Legacy Farm	25.2	Newfound	AGZ/Bond	Previously funded	**$135,500**
Saddlebrook Farm	24.55	Newfound	AGZ/Bond	Previously funded	**$107,750**
Cedar Hill Farm	59.98	Alexander	AGZ/Bond	Previously funded	**$284,000**
Total FY 27 Funds				**$ 68,900**	
Total Open Space Bond Funds					**$527,250**

2022 Open Space Bonds

Total Bond Funds	**$30,000,000**
Project Funds Allocated*	$23,901,803
Admin Funds Allocated	$937,213
Projects Pending Future Approval	$2,442,775
Remaining Unallocated	**$2,718,209**

*Today's request for board action does not change the amount of project funds allocated because projects will be funded by previously budgeted Agricultural Growth Zone Match.



Request for Board Action:

Approve Conservation Easement funding requests

- $68,900 from FY27 Fund 224
- $527,250 from Open Space Bond

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: November 5, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Special Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Project Name:	Battle Forest and Sluder Branch Farm

Description:

This amendments provides funding for the following conservation easements:

Battle Forest - $6,000 additional transaction cost funding to finalize due diligence materials.
Sluder Branch Farm — $62,900 for transaction costs to protect the 59 acre farm in Leicester.

Funding Source:

FY27 Conservation Easements Allocation. No new County dollars required.

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Battle Forest	$ 6,000	$ 6,000
Sluder Branch Farm	$ 62,900	$ 62,900
Futute Conservation Easements	$ (68,900)	$ (68,900)
TOTAL	$ -	$ -

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Housing/Open Space Bond Projects Fund

BOARD MEETING DATE: November 5, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Housing/Open Space Bond Projects 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 FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Project Name: Brown Legacy Farm, Cedar Hill Farm, and Saddlebrook Farm

Description:

This ordinance allocate funding from the previously funded Agricultural Growth Zone Project to these individual conservation easement projects:
Brown Legacy Farm - $135,500 conservation easement acquisition funds
Cedar Hill Farm - $230,700 conservation easement acquisition funds
Saddlebrook Farm - $57,250 conservation easement acquisition funds

Funding Source: Open Space Bond Funds

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
AGZ Brown Legacy Farm	$ 135,500	$ 135,500
AGZ Cedar Hill Farm	$ 230,700	$ 230,700
AGZ Saddlebrook Farm	$ 57,250	$ 57,250
Agricultural Growth Zone Match	$ (423,450)	$ (423,450)
TOTAL	$ -	$ -

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

NEW BUSINESS

Department: Solid Waste

Presenter(s): John Hudson, Budget Director

Contact: Kristy Smith, Solid Waste Manager

Subject: Budget Amendment for Landfill Gas-to-Energy Generator Rebuild

Brief Summary:

The landfill has operated a landfill gas to energy program since 2011. In Nov 2021, staff presented the BOC with a summary of the project financials and explained that the generator was approaching its end of life and would require a significant capital investment to continue the program. In October, the generator ceased to operate. The estimated replacement cost is $550K. When the generator is down, energy sales revenues are not earned; thus, timely replacement of the generator is critical to the system's financial outlook. The service life of the generator after the rebuild should add another eight years, which exceeds the current power purchase agreement that ends November 2029. Savings from the Cell 7 Engineering project, which will be closed later this year, will be repurposed to cover the cost.

Recommended Motion & Requested Action:

Approve budget amendment

Attachments:

1. Budget Amendment
2. 2026 LFGTE update_BOC

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Solid Waste Capital Projects Fund Project Ordinance

BOARD MEETING DATE: November 5, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Solid Waste Capital Projects Fund Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Project Name:	Gas-to-Energy Generator Rebuild

Description:

While anticipated to begin during FY25, Solid Waste staff were able to extend the life of the generator until this time. This major repair is anticipated to cost $550K. Currently and for the repair, the generator and the associated revenues from Duke Energy will cease until it's back online. The service life of the generator after the rebuild should add another eight years, which exceeds the current power purchase agreement that ends November, 2029.

Funding Source:

Savings from the Cell 7 Engineering project, which will be closed later this year, will be repurposed to cover the cost.

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Gas-to-Energy Generator Rebuild	$ 550,000	$ 550,000
TOTAL	$ 550,000	$ 550,000

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

2026 Landfill Gas to Energy Update

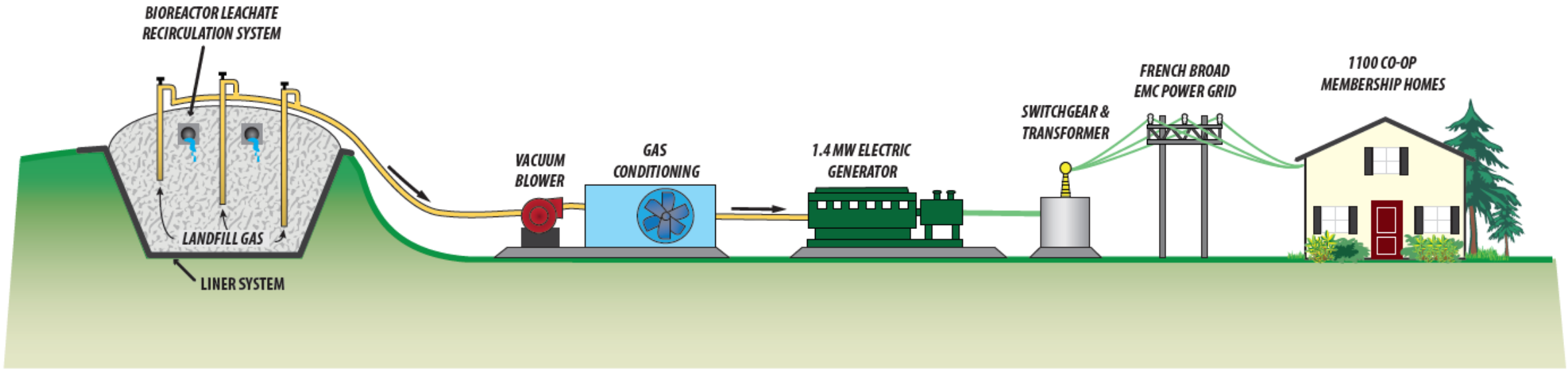
Kristy Smith

Solid Waste

Landfill Gas to Energy Overview

- Landfill has been creating renewable electricity since 2011
- Generator combusts methane and produces renewable electricity
- Duke Energy Power Purchase Agreement (PPA)
  - Generator is required to produce Renewable Electricity to sell to Duke
  - Monthly revenue source
  - Current contract is 5 year 2024-2029

Benefits of Landfill Gas to Energy



Landfill Gas to Energy Benefits

- Methane Destruction
  - Methane is a potent greenhouse gas
  - Landfill gas is actively collected and combusted in the flare or the generator; significantly reducing greenhouse gas emissions
- 5 year Power Purchase Agreement with Duke Energy 2024-2029
  - Revenue from sale of power to Duke Energy
- Revenue from sale of carbon credits
- Odor reduction from active methane gas collection
- Landfill gas is used by the generator to produce renewable electricity
  - This renewable electricity is a power source to operate our electric fleet



Generator Repair

- Generator is currently down and requires major repair
- If repair process begins now, engine will back online Feb. 2027
- Repair costs are $550,000
- Service life is expected to exceed the remainder of the 5-year PPA and beyond
- When generator is down, no revenues

Financial Considerations

- Expected revenues will fund the repairs
  - Monthly renewable electricity sales are approx. $18,000/month when the generator is running

- Funding mechanism: Savings realized from the recent Cell 7 engineering project will be repurposed to fund this repair

Questions?

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

NEW BUSINESS

Department: Justice Services

Presenter(s): John Hudson, Budget Director

Contact: Regenia Herring, Justice Services Director

Subject: Budget Amendment to Accept Treatment Court Enhancement Grant

Brief Summary:

Justice Services has been awarded $1M from the Department of Justice to enhance Treatment Court services. The grant period is from 10/01/26 - 09/30/30.

The Buncombe County Approaches to Supporting People in Recovery Everyday (ASPIRE) Court, Drug Treatment Court, and Veterans Treatment Court Enhancement Project will expand treatment, housing and transportation supports, and evaluation practices for adults with substance-use disorders in Buncombe County. Enhancements include continuation of an in-house clinician to deliver individualized treatment and assessment-driven case plans, expanding access to transitional housing and transportation, strengthening drug testing capacity, and providing regular staff training and program evaluation. The project will also improve data collection, monitoring, and referral tracking. Expected outcomes include increased treatment engagement, reduced substance use, improved program completion, reduced recidivism, and strengthened long-term recovery.

Recommended Motion & Requested Action:

1. Approve the budget amendment; 2. Accept the grant; and 3. Authorize the County Manager to execute the grant agreement and other necessary grant documents.

Attachments:

1. Pre-Acceptance Award Package_15PBJA-25-GG-03820-DGCT_010240_AW-168772
2. 26.11.05 Fund 327 Justice Services Treatment Court Enhancement Grant

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	BUNCOMBE, COUNTY OF 200 COLLEGE ST
City, State and Zip:	ASHEVILLE, NC 28801
Recipient UEI:	W5TCDKMLHE69

Project Title: 2026 BJA Treatment Court Enhancement Grant	**Award Number:** 15PBJA-25-GG-03820-DGCT
Solicitation Title: BJA FY25 Adult Treatment Court Program	
Federal Award Amount: $1,000,000.00	**Federal Award Date:** 10/22/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.585 - Treatment Court Discretionary Grant Program	
Project Period Start Date: 10/1/26	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/26	**Budget Period End Date**: 9/30/30

Project Description:

The Buncombe County Approaches to Supporting People in Recovery Everyday (ASPIRE) Court, Drug Treatment Court, and Veterans Treatment Court Enhancement Project will expand treatment, housing and transportation supports, and evaluation practices for adults with substance use disorders in Buncombe County, North Carolina. Enhancements include hiring an in?house clinician to deliver individualized treatment and assessment?driven case plans, expanding access to transitional housing and transportation, strengthening drug?testing capacity, and providing regular staff training and program evaluation. The project will also improve data collection, monitoring, and referral tracking. Expected outcomes include increased treatment engagement, reduced substance use, improved program completion, reduced recidivism, and strengthened long?term recovery. Evaluation support from American University will enhance continuous quality improvement and program accountability.

Award Letter

October 22, 2026

Dear Avril Pinder,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BUNCOMBE, COUNTY OF for an award under the funding opportunity entitled 2025 BJA FY25 Adult Treatment Court Program. The approved award amount is $1,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award

Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA?complies with?NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See https://bja.ojp.gov/funding/nepa-guidance for?additional?information regarding NEPA implementation.??

Carefully review the conditions?on?this award for information about any requirements specific to NEPA compliance for this award.??

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or?new activity?until BJA, with the?assistance?of the recipient, has?determined?whether the proposed change or?new activity?(or changed circumstances) will require ?additional?review under NEPA. Approval for implementation will not be unreasonably withheld?as long as?any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.??

Questions about NEPA compliance may be directed to your grant manager.?

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

W5TCDKMLHE69

Street 1
200 COLLEGE ST

Street 2

City
ASHEVILLE

State/U.S. Territory
North Carolina

Zip/Postal Code
28801

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/22/26

Award Type
Initial

Award Number
15PBJA-25-GG-03820-DGCT

Supplement Number
00

Federal Award Amount
$1,000,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.585	Treatment Court Discretionary Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part EE (codified at 34 U.S.C. 10611 - 10619); Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; see Pub. L. No. 118-42, 138 Stat. 25, 148, para. 15(A)).

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Adult Treatment Court Program

Awarding Agency
OJP

Application Number
GRANT14608407

Program Office
BJA

Grant Manager Name
Kerri Vitalo-Logan

Phone Number
202-598-7407

E-mail Address
Kerri.Vitalo-Logan@usdoj.gov

Project Title

Performance Period Start Date	Performance Period End Date
10/01/2026	09/30/2030

Budget Period Start Date	Budget Period End Date
10/01/2026	09/30/2030

Project Description

The Buncombe County Approaches to Supporting People in Recovery Everyday (ASPIRE) Court, Drug Treatment Court, and Veterans Treatment Court Enhancement Project will expand treatment, housing and transportation supports, and evaluation practices for adults with substance use disorders in Buncombe County, North Carolina. Enhancements include hiring an in?house clinician to deliver individualized treatment and assessment?driven case plans, expanding access to transitional housing and transportation, strengthening drug?testing capacity, and providing regular staff training and program evaluation. The project will also improve data collection, monitoring, and referral tracking. Expected outcomes include increased treatment engagement, reduced substance use, improved program completion, reduced recidivism, and strengthened long?term recovery. Evaluation support from American University will enhance continuous quality improvement and program accountability.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Required training for Grant Award Administrator and Financial Manager

Initial requirement: The Grant Award Administrator and Financial Manager for this award must complete the DOJ Grants Financial Management Training within 120 calendar days of award acceptance. If either role changes during the period of performance, the new Grant Award Administrator or Financial Manager must complete the training within 120 calendar days after the Entity Administrator updates the role in JustGrants.
Completion of this training within the three years prior to award acceptance (or prior to a role change in JustGrants), will satisfy this requirement.
How to complete training: Recipients may register for online or in-person DOJ Grants Financial Management Training at https://www.ojp.gov/training-and-technical-assistance/gfmts/financial-management-seminars.
Ongoing requirement: The Grant Award Administrator and Financial Manager for this award must complete the DOJ Grants Financial Management Training every three years to remain compliant.
If either individual completed the training before award acceptance or role change, they must complete a follow-up training within three years of their most recent completion date.
Effect of non-compliance: Failure to meet training requirements will result in OJP withholding funds on this award. OJP may also impose additional conditions on this award as necessary.

Condition 8
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 9
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 10
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 11
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3)

by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 12
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 13
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 14
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 15
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 16
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 17
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 18
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 19
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes

(without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 20
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 21
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 22
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 23
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 24
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
Limit on use of grant funds for recipients' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 34
The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Based upon the information provided by the recipient in its application for these funds, BJA has determined that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act, or are covered by an existing Programmatic Environmental Assessment (PEA). Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321.

Modifications: Throughout the term of this award, the recipient agrees that it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and BJA has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Condition 35
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 36
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 37
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and

publication activities.

Condition 38
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 39
The recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by BJA.

Condition 40
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 41
Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

Condition 42
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 43
The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

Condition 44
The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 34 U.S.C. 10613.

Condition 45
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 46
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 47
The recipient understands and agrees that neither it nor any subrecipient may engage in activities constituting organizational conflicts of interest, such as awarding contracts (to be paid in whole or in part with grant funds) to Department of Justice-funded training and technical assistance (TTA) providers that guided project specifications as part of the provision of training and technical assistance to the recipient (or any subrecipient) of this award. The Procurement Standards in 2 C.F.R. Part 200 (the Part 200 Uniform Requirements) and the DOJ Grants Financial Guide describe actions that would or may give rise to organizational conflicts or other potential conflict of interest concerns under the award. Prior approval from the grant manager is required for any work with a Department of Justice-funded TTA provider.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either)

may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	10/21/26 3:18 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Grant Projects Ordinance

BOARD MEETING DATE: November 05, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Grants Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of November, 2026

Granting Agency:	U.S. Dept. of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA)
Grant Name:	2026 BJA Treatment Court Enhancement Grant

Description:

Justice Services has been awarded $1M to enhance Treatment Court services. The grant period is from 10/01/26 - 09/30/30. Funding will expand treatment, housing and transportation support, and evaluation practices for adults with substance-use disorders participating within the (ASPIRE) Approaches to Supporting People in Recovery Everyday Court, Drug Treatment Court, and Veterans Treatment Court.

Enhancements include continuation of an in-house clinician to deliver individualized treatment and assessment-driven case plans, expanding access to transitional housing and transportation, strengthening drug testing capacity, and providing regular staff training and program evaluation. The project will also improve data collection, monitoring, and referral tracking. Expected outcomes include increased treatment engagement, reduced substance use, improved program completion, reduced recidivism, and strengthened long-term recovery.

Funding Source:	2025 BJA FY25 Adult Treatment Court Program Enhancement Grant
CFDA Listing:	16.585 - Treatment Court Discretionary Grant Program

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
FY27-FY30 BJA Treatment Court Enhancement Grant	$ 1,000,000	$ 1,000,000
TOTAL	$ 1,000,000	$ 1,000,000

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: November 5, 2026

NEW BUSINESS

Department: General Services

Presenter(s): Ronald Lunsford, General Services Project Manager

Contact: Ronald Lunsford, General Services Project Manager

Subject: Resolution to Approve Design Services Contract for Tower Road Repairs

Brief Summary:

Eight access roads to Buncombe County communication tower sites were damaged by rainfall from Tropical Storm Helene. The damaged sites are:

- Broad River
- High Top
- Swannanoa
- Barnardsville
- Elk Mountain
- Seven Glens
- Avery's Creek
- Upper Hominy

Temporary repairs were made by the General Services team to keep access to the sites, but a larger project is needed to fully repair and implement mitigation efforts to prevent future damage. These sites were evaluated by the Federal Emergency Management Agency (FEMA) and a scope of work was generated. To progress the project, engineering and design services are needed.

Per General Statute, General Services released a request for qualifications to solicit firms interested in providing engineering and design services. Four statements of qualification were received and scored by a committee based on those statements. Of the four, Mattern and Craig Inc. scored the highest. After negotiations, their fee is $199,800, which is in line with the expectations for this project. This will be funded by

already established budgets within General Services and no new funds are needed at this time.

Recommended Motion & Requested Action:

Recommend approving the design services agreement with Mattern and Craig through the associated resolution.

Attachments:

1. Mattern & Craig SIGNED Tower Roads Design Services Contract
2. Tower Road Repair Design Resolution
3. Tower Road Design

AGREEMENT FOR
DESIGN CONSULTANT SERVICES

This Agreement for Design Consultant Services is made, and entered into this the 1 day of October 2026, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and Mattern & Craig, Inc., (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 12 Broad Street, Asheville, NC 28801.

For Professional Services in connection with the Project known as:
Buncombe County Government
Gravel Roadway Repairs at Communication Tower Sites

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 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.

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

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

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

2. ARTICLE 2
RELATIONSHIP OF THE PARTIES

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

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

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

2.4. Design Consultant Representation.

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

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

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

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

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

3. ARTICLE 3
BASIC SERVICES

3.1. **Scope of Services**.

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

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

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

3.2. **Design Development Phase**.

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

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

3.3. **Construction Document Phase**.

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

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

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

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

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

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

3.4.3. *Intentionally left blank for numbering purposes.*

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

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

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

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

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

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

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

3.5. **Construction Phase**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7. **Serving as Witness**.

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

3.8. **Construction Warranty**.

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

4. ARTICLE 4
COMPENSATION

4.1. **Basic Services Compensation**.

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

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of $199,800.00.

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

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

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

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

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

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

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

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

4.3. Additional Services Compensation.

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

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

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

4.4. Accounting Records.

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

5. ARTICLE 5
PERIOD OF SERVICE

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

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

5.2. Time is of the essence in this Agreement.

6. ARTICLE 6
OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

7. ARTICLE 7
ADDITIONAL SERVICES

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

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

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

7.1.3. Providing planning surveys or alternative site evaluations.

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

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

8. ARTICLE 8
NOTICES

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

To Owner:
Buncombe County
Attn: General Services Department
2945 Riverside Drive
Buncombe, NC 28804

To Design Consultant:
Mattern & Craig, Inc.
12 Broad Street
Asheville, NC 28801

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.

See contract cover form for preaudit signature.

DESIGN CONSULTANT:
MATTERN & CRAIG, INC.

DocuSigned by:
By: James Voso
140FD60379E041F...
Title: Vice President
Date: 10/9/2026

OWNER:
COUNTY OF BUNCOMBE

By:_____
Title:_____
Date:_____

ATTACHMENT A

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer

Mattern & Craig
ENGINEERS • SURVEYORS

Edwin K. Mattern, Jr. (1949-1982)
J. Wayne Craig (1940-2024)
Gene R. Cress (1936-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

September 9, 2026

VIA EMAIL: Ronald.Lunsford@buncombenc.gov

Ronald Lunsford
Project Manager, General Services Department
Buncombe County
2945 Riverside Drive
Asheville, NC 28804

RE: GRAVEL ROADWAY REPAIRS AT COMMUNICATION TOWER SITES
BUNCOMBE COUNTY, NORTH CAROLINA

Dear Ronnie,

Mattern & Craig is pleased to provide the following proposal for gravel roadway repairs at communication tower sites in Buncombe County.

INTRODUCTION

Buncombe County has requested civil engineering services for roadway repairs at eight (8) gravel roadway locations that provide access to communication tower sites around the County. These roadways suffered damage during Tropical Storm Helene. The sites have been evaluated by the Federal Management Agency (FEMA) to develop a scope of work and cost estimate. The sites are listed below:

- #1508558 – Broad River
- #1508559 – High Top
- #1508560 – Swannanoa
- #1508561 – Barnardsville
- #1508562 – Elk Mountain
- #1508563 – Sevens Glen
- #1508564 – Avery's Creek
- #1508565 – Upper Hominy

The County has requested assistance from Mattern & Craig for the design of the repairs to the roadways and associated storm drainage, bid administration, contract project management, construction administration, and conformity to local, state, and federal regulations including federal uniform guidance for the project. Mattern & Craig proposes to provide the requested assistance and services as described below:

SCOPE OF SERVICES

1.0 INITIAL ASSESSMENT

Under County directive, Mattern & Craig will perform an initial assessment of the eight (8) identified sites to ascertain/document existing conditions (to be used in the engineering design) and to determine if securing and retaining supplemental funding under available State, Federal and private disaster relief programs is necessary or warranted in order to provide adequate repair, restoration, mitigation, and/or resiliency by:

- Reviewing Damage Description and Dimensions (DDD) and Scope of Work Reports from the post-storm inspection performed by FEMA and the County
- Site Visits to compare the findings in the reports to the existing field conditions
- Flagging for damage locations as outlined in the final Site Inspection Reports (SIRs)
- Locating existing drainage structures, locating previously identified damage locations and types, determining if additional damage exists and locating as applicable, and determining if strategies exist to mitigate future events and provide resiliency
- Based on findings from initial site assessment, providing supporting documentation for any project extension requests and amendments, as necessary, and any other engineering reports or documents including anticipated cost estimates to ensure compliance with State and Federal requirements
- Assisting County staff to address project information requests from Federal or State funding program administrators, as appropriate, in support of program extension requests and/or amendments and/or issue resolutions, as necessary

2.0 ENGINEERING DESIGN ASSISTANCE

Using the information obtained in 1.0 INITIAL ASSESSMENT as described above, Mattern & Craig will provide engineering designs to the County to define/detail the needed scope of construction work and help prepare the construction bid documents. The scope of this phase includes:

- Engineering analysis to update quantities and dimensions necessary for updating cost estimates and preparing the construction bid forms
- Identifying project limits of road repair packages by aerial and GIS mapping
- Developing drawings and exhibits for the proposed roadway repairs
- Evaluating and determining culvert pipe location, sizing, and material where culvert replacement is necessary
- Developing plan sets for the eight (8) identified sites and organizing into three (3) bid packages that contain the necessary information and applicable specifications suitable for construction of the various restoration efforts.
- Developing special provisions for all identified repairs (as needed)
- Providing approximate 90% plans to County for review and comment.
- Addressing any client-provided comments and finalizing plans as needed

3.0 BID ADMINISTRATION

Mattern & Craig will provide bid administration services to the County. The project will be split into three (3) bid packages based on geography as requested by the County. The bid packages will be the following:

- Bid Package 1: High Top, Avery's Creek, and Upper Hominy
- Bid Package 2: Barnardsville, Elk Mountain, and Sevens Glen
- Bid Package 3: Swannanoa and Broad River

The scope of work in this phase includes:

- Developing contract documents for advertising and receiving bids for construction of roadway repairs
- Developing bid forms for inclusion in contract documents
- Integrating County-provided up-front documents into contract documents
- Assisting County with advertising of the projects
- Responding/answering bidder's questions during the advertisement period
- Reviewing bids received and providing County with recommendation(s) of award

4.0 CONSTRUCTION ADMINISTRATION

Mattern & Craig will assist the County with the oversight of construction on the project. The scope of work for this phase will include:

- Conducting Pre-Construction Meeting and tour of project areas with Contractor(s)
- Responding to Requests for Information (RFIs) from the Contractor(s)
- Providing on-site Construction Observation (assumes 12 weeks at 50 hrs./week)
- Attending monthly Progress Meetings
- Weekly coordination with the County for progress reporting for repair and/or construction of damaged facilities and infrastructure in accordance with County requirements and/or imposed funding regulations as directed
- Providing contract oversight of repair/construction efforts to ensure compliance with applicable initial and supplemental (if necessary) funding program requirements and guidelines
- Providing oversight of contractor's billing to ensure all costs are reasonable and in compliance with contract documents
- Performing internal review and reconciliation of actual project spending to ensure project costs are accurately captured
- Reviewing monthly application for payment and any change order requests
- Verifying payment application quantities & issuing payment recommendations
- Making recommendations for final payment and contract close-out
- Conducting substantial completion walk through on sites
- Establishing punch list for substantial completion and Engineer's Review Report
- Performing final walk through upon final completion with County & Contractor(s)
- Assisting the County in construction document control and file retention with contract project management processes to ensure and/or compile project and construction records that are complete and ready for audit

EXCLUSIONS

The following services are not included in this Agreement at this time:

- Surveying services
- ROW/Construction easement services
- Environmental services (NEPA/SEPA)
- Landscape architectural/landscaping services
- Structural engineering services
- Erosion control design
- Traffic control/Maintenance-of-traffic engineering or design
- Regulatory application fees/filing fees or permitting
- Geotechnical services
- Materials testing services
- Public utility identification, location, coordination, or relocation services
- Private utility coordination, location and/or design (electric, cable TV, gas, phone, fiber, etc.)
- Any permitting fees or advertising fees

COMPENSATION

Mattern & Craig will provide the above Scope of Services for Roads Assessment for the following Lump Sum fees:

1.0	**INITIAL ASSESSMENT**	$29,850.00
2.0	**ENGINEERING DESIGN ASSISTANCE**	$26,600.00
3.0	**BID ADMINISTRATION**	$19,750.00
4.0	**CONSTRUCTION ADMINISTRATION**	$123,600.00
	TOTAL LUMP SUM FEES	**$199,800.00**

Billing will be monthly based on percent complete of the various tasks. Additional services can be provided at the Client's request at established hourly rates or through a supplemental negotiated lump sum fee. If actual construction duration is longer than 12 weeks, a supplemental agreement or additional services may be necessary to provide continued Construction Administration services.

SCHEDULE

Mattern & Craig will submit the 90% engineering plans for County review within three (3) months from Notice to Proceed from the County (this timeframe is exclusive of any FEMA coordination to obtain additional funding as needed). The plans will be finalized and bid packages assembled within 2 weeks (14 days) of receipt of any Client comments. The construction timeline will be subject to the successful awarding of the contracts and the actual scope of work required to repair the existing roadways.

In addition to the matters set forth herein, our agreement shall include, and shall be subject to the Standard Provisions, which are attached hereto and incorporated herein. If you concur and wish us to proceed with the services described above, please have this Agreement executed by a properly authorized individual in the space provided below. Retain a copy and return a copy. Times stated in this agreement are valid for thirty (30) days from the date executed by the Engineer.

We appreciate the opportunity to provide these professional services to you. Please feel free to contact us should you have any questions or need additional information.

Sincerely,

F. Logan Reed, P.E.
Engineer/Project Manager

James. B. Voso, P.E.
Engineer/Principal & Vice President

Acceptance for Buncombe County:

I hereby authorize Mattern & Craig, Inc. to proceed with the work as described above.

Signature:_____

Name: _____

Title: _____

Date: _____

MATTERN & CRAIG, INC.
STANDARD PROVISIONS

(1) **Engineer's Scope of Services:** The undertaking of the Engineer to perform professional services extends only to those services specifically described in this Agreement. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated as set forth below.

(2) **Client's Responsibilities:** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide to the Engineer all previous studies, plans, or other documents pertaining to the project; Client's requirements and criteria; standards to be followed; and all new information reasonably necessary; upon all of which the Engineer may rely.
- (c) Arrange for access to the site and other property and obtain approvals and permits required for the Engineer to provide its services.
- (d) Review all documents or verbal reports presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- (e) Provide such overall feasibility services such as independent accounting, legal, insurance, and cost estimating as the client may require or the Engineer may reasonably request.
- (f) Give prompt written notice to the Engineer wherever the Client becomes aware of any development that affects the scope and timing of the Engineer's services or any defect or noncompliance in any aspect of the project.
- (g) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services:** This Agreement has been entered into in anticipation of conditions permitting continuous and orderly progress through the completion of the Engineer's services. Times for performance shall be extended to the extent necessary for delays due to circumstances the Engineer does not control. If such delay or suspension extends for more than six months (cumulatively), the rates of compensation provided for in the Agreement shall be renegotiated.

(4) **Compensation for Additional Services:** Unless otherwise agreed to in writing, the Client shall pay the Engineer for the performance of any Additional Services an amount based upon the Engineer's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

(5) **Method of Payment:** Compensation shall be paid to the Engineer in accordance with the following provisions:
- (a) Invoices will be submitted by the Engineer to the Client for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Engineer for services and expenses within 30 days after the Engineer's transmittal of its invoice, the Engineer may suspend services until all amounts are paid in full.
- (b) If the Client objects to any invoice, it must advise the Engineer in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections shall be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Engineer initiates legal proceedings to collect payment for services, it may recover in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.

(6) **Use of Documents:** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client or any partial use or reuse without written

authorization or adaptation by the Engineer will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify, defend and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

(7) **Opinions of Cost:** Because the Engineer does not control the cost of labor, materials, equipment, services furnished by others, methods of determining prices, competitive bidding or market conditions, any opinion rendered as to costs shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator.

(8) **Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Engineer as a result of such termination.

(9) **Insurance:** The Engineer is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request.

(10) **Liability:** In performing its professional services, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder, and it is agreed that the Engineer is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Engineer and the Engineer's officers, directors, employees, agents and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Engineer or the Engineer's officers, directors, employees, agents, or subconsultants shall not exceed twice the total compensation received by the Engineer under this Agreement or $50,000 whichever is greater. Under no circumstances shall the Engineer be liable for lost profits, consequential damages or for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor to perform work in accordance with the plans and specifications.

(11) **Expenses of Litigation:** If the Client or its contractors initiate legal proceedings against the Engineer, its contractors, or its subcontractors related to the Engineer's services, and such proceedings conclude with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to the proceedings by the Engineer's employees.

(12) **Dispute Resolution:** All claims by the Client arising out of this Agreement or its breach shall be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association prior to the filing of a civil action. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action, but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances:** It is understood and agreed that in seeking the professional services of the Engineer, the Client does not request the Engineer to undertake to perform any services, studies, or tests, or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. Therefore, the Engineer undertakes no such obligation, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental

liability of any nature, in any manner related to services performed by the Engineer. If any hazardous substance or condition is observed or reasonably suspected by the Engineer, it shall have the right to cease all services until the hazardous substance or condition has been eliminated. The Engineer shall notify the Client of any such substance or condition of which the Engineer becomes aware, and the Client shall be solely responsible for its elimination.

(14) **Assignment:** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except that the Engineer may retain subconsultants as it deems appropriate.

(15) **Confidentiality:** The Client consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the performance of its services. If, however, any facts, data or information is specifically identified in writing by the Client as confidential, the Engineer shall use reasonable care to maintain the confidentiality of that material.

(16) **Miscellaneous Provisions:** This Agreement is to be governed by the law of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall insure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the Engineer and the Client. Provided, however, that conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Engineer. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affective the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR DESIGN AND ENGINEERING SERVICES FOR TOWER ROAD REPAIRS

WHEREAS, Buncombe County requires the services of a professional engineering firm to carry out design and engineering services for the repair, restoration, and future damage mitigation of eight tower road sites within Buncombe County.

WHEREAS, North Carolina General Statute § 143-64.31 requires the selection of engineering services be based on demonstrated competence and qualification. After selection of the best qualified firm, then negotiation may begin with that firm of a contract at a fair and reasonable amount. If an agreement can't be reached, then the County may begin negotiations with the next best qualified firm.

WHEREAS, The General Services Department solicited qualifications for full set of designs, and construction project certification in a Request for Qualifications (RFQ) and a selection committee evaluated submittals based on a standardized scoring process.

WHEREAS, upon completion of the submittal evaluation and scoring, the selection committee has Identified the top qualified firm, Mattern and Craig Inc., for consideration.

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

1. That the County Manager or designee is hereby authorized and empowered to enter into a contract for design and engineering services for the repair, restoration, and future damage mitigation of eight tower road sites within Buncombe County with the firm Mattern and Craig Inc. for the amount $199,800.00.

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

Adopted this 5th day of November 2026.

ATTEST:

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____

Sarah Gross, Clerk to the Board

BY: _____

Amanda Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

COMMUNICATION TOWER ROAD REPAIRS

Ronnie Lunsford

General Services

Project Background



- Information Technology has 15 tower locations in Buncombe County
- Road maintenance responsibility varies based on location and agreements in place
- Eight locations sustained damage during Tropical Storm Helene

Typical Damage





- Gravel material loss and wash out
- Clogged ditches and culverts

Design Scope

- Assessment and Design – Verify FEMA reports for damage and drainage locations and determine if new mitigation strategies are available.
- Engineering Design – Develop drawings, exhibits, and plan sets.
- Bid Administration – Develop contract documents, bid forms, and assist with the advertisement to bid.
- Construction Administration – Answer requests for information, verify payment applications, and ensure satisfactory project completion.

Next Steps

- Mattern and Craig will begin the design scope and provide engineering plans within three (3) months of contract execution.

Request

- Approve the design contract with Mattern and Craig Inc. in the amount of $199,800 through the associated resolution.

November 5, 2026

Agricultural Advisory Board for Farmland Preservation

(Advisory, 3-year term)
(1 appointment) *recommendation

NAME	ZIP CODE	EMPLOYER	RACE/ GENDER	AGE
***Vanessa Campell**	28748	Full Sun Farm	White/Female	55+

Community Transportation Advisory Board

(Advisory, 3-year term)
(1 appointment)
REQUIREMENT: Member at Large - must be filled by an individual who meets one of the following requirements: ART User, Disabled User, or Transit User

NAME	ZIP CODE	EMPLOYER	RACE/ GENDER	AGE
Eugenio Perez	28805	Better Together Transportation	Hispanic or Latino/Male	35-54
Joanne Baker	28804	Retired	White/Female	55+