ASHEVILLE CITY BOARD OF EDUCATION

REGULAR BOARD MEETING

Administrative Offices - Board Room

85 Mountain Street, Asheville, North Carolina

Monday, April 15, 2024, 5:00 PM

Board of Education Members:
George Sieburg, Board Chair
Amy Ray, Vice-Chair
James C. Carter, Member
Liza Kelly, Member
Rebecca Strimer, Member
Sarah Thornburg, Member
Jesse Warren, Member

Superintendent: Dr. Maggie Fehrman

The Vision of Asheville City Schools is to Empower and Engage every child to Learn, Discover, Thrive.

ASHEVILLE CITY BOARD OF EDUCATION REGULAR MEETING AGENDA

Information about Public Comments can be found below

Work, Regular, and Open Session Board Meetings will have a Spanish Speaking Interpreter

Page

1. REGULAR MEETING

1.1 CALL TO ORDER - Board Chair, George Sieburg

Equity Statement: *In Asheville City Schools we are committed to equity and anti-racist policies for all students and staff to learn and thrive. We recognize that our positions come with power, responsibility, and public service for the entire ACS community. We will model our commitment to equity through our practices and decisions. During this meeting, we invite a pause if harm has taken place, a moment to name the harm, and space to practice repair.*

1.2 QUORUM DETERMINATION - Board Chair, George Sieburg

1.3 PLEDGE OF ALLEGIANCE - Board Chair, George Sieburg

1.4 APPROVAL OF AGENDA - Board Chair, George Sieburg

Motion to approve the agenda as presented.

2. GOOD NEWS - Dr. Kim Dechant, Chief of Staff

School Spotlight

Hall Fletcher Elementary Presentation - Carrie Buchanan, Principal

3. The City of Asheville Police Department Contract for Services - April Dockery, Executive Director of Operations

Consent

APD Contract for Services

4. PUBLIC COMMENTS - Board Chair, George Sieburg

Public Comment Guidelines

In-Person and Virtual Public Comment Guidelines can be found by clicking the link above.

The Board of Education greatly appreciates your interest in the Asheville City Schools (ACS) and we welcome your comments to the Board. Please be mindful of the following guidelines (per policy 2310):

Personnel and student matters are confidential and are therefore not appropriate for public comment. If you have a concern about an employee or a student matter, please contact or see the superintendent after the meeting.

4.1 In Person Public Comment

4.2 Virtual Public Comments

5. CONSENT ITEMS - Board Chair, George Sieburg

Consent Action

5.1 Student Releases to Buncombe County 2023-2024 - Tanya Presha, Academic and Program Support Coordinator

5.2 Draft Minutes

WORK SESSION - Mar 04 2024 - Minutes

CLOSED SESSION - Mar 04 2024 - Minutes

REGULAR MEETING - Mar 11 2024 - Minutes

5.3 Budget Amendments and Expenditure Report - Heidi Kerns, Chief Financial Officer 5 - 7

April 2024 - Amendment Summary.pdf

2023-2024 Budget and Expenditure Report 04-09-24.pdf

5.4 Board Meeting Calendar 2024-2025 - Dr. Fehrman

Draft of BOE: Meeting Schedule 2024-2025

5.5 Student Early Release for High School End-of-Year Testing Dates - Dr. Fehrman

1. High School Finals Week
    a. June 3rd, 4th, 5th, 6th
    b. High School Students Only
2. Last Day of School - District-Wide
    a. June 7th
    b. Elementary at Noon
    c. Secondary at 1:00 p.m.
3. Memorial Day Weekend - District -Wide
    a. May 24th
    b. Elementary at Noon
    c. Secondary at 1:00 p.m.

5.6 Asheville High Baseball Field Lighting Project 8 - 68

Project Proposal

Premier AHS Baseball Lighting Contract.pdf

5.7 The City of Asheville Police Department Contract for Services - April Dockery, Executive Director of Operations

APD Contract for Services

5.8 Personnel Report # 8

Motion to approve the Consent Agenda

6. ACTION ITEMS - Board Chair, George Sieburg

6.1 Bacote Branch Trail - Lucy Crown, Transportation Manager with The City of Asheville 69 - 70

Presentation and request for Easement

Bacoate BranchTrail TCE and PE proposed unpaved trail 3-26-24.pdf

Resolution Recommending Bacoate Branch Easement (00116062xBC088).docx

7. SUPERINTENDENT'S REPORT

8. FY 2025 Draft Budget - Dr. Fehrman and Heidi Kerns, Chief Financial Officer

9. BOARD CHAIR'S REPORT

10. FUTURE MEETINGS/ANNOUNCEMENTS-

Board Chair, George Sieburg

Special Called Open Meeting

Wednesday, April 17, 2024

Administrative Offices - Board Room

Work and Closed Session Meeting Special Called Open Meeting

Monday, May 6, 2024

Administrative Offices - Board Room

Regular Meeting

Monday, May 13, 2024

Administrative Offices - Board Room

Early Dismissal for Students Holiday - No School for Students and Staff

Friday, May 24, 2024

Elementary at Noon

Secondary at 1:00 p.m.

Holiday - No School for Students and Staff

Monday, May 27, 2024

11. ADJOURNMENT - Board Chair, George Sieburg

Motion to adjourn the meeting.

Subscribe to receive notifications about upcoming meetings

SUMMARY OF BUDGET AMENDMENTS

The Asheville City Board of Education, at a meeting on the 9th day of April 2024, passed the following resolution:
Be it resolved that the following amendment(s) be made to the Budget Resolution for the fiscal year ending June 30, 2024.

	Original Budget	Prior Amendments	Current Amendments (Net)	Amended Budget
State Public School Fund				
Revenues				
State Funds	$ 30,373,449	$ 889,084	$ 147,273	$ 31,409,806
Total State Public School Fund Revenues	$ 30,373,449	$ 889,084	$ 147,273	$ 31,409,806
Expenditures				
5000 Instructional Services	$ 27,180,198	$ 596,192	$ 135,273	$ 27,911,663
6000 System-wide Support Services	3,118,251	292,892	12,000	3,423,143
7000 Ancillary Services - Nutrition Services	75,000	-	-	75,000
8000 Non-programmed Charges	-	-	-	-
Total State Public School Fund Expenditures	$ 30,373,449	$ 889,084	$ 147,273	$ 31,409,806
Local Current Expense Fund				
Revenues				
Local Funds	$ 29,544,744	$ -	$ -	$ 29,544,744
Fund Balance Appropriated	3,000,000	-	-	3,000,000
Total Local Current Expense Fund Revenues	$ 32,544,744	$ -	$ -	$ 32,544,744
Expenditures				
5000 Instructional Services	$ 16,217,943	$ -	$ -	$ 16,217,943
6000 System-wide Support Services	13,273,444	-	-	13,273,444
7000 Ancillary Services - Nutrition Services	273,357	-	-	273,357
8000 Non-programmed Charges	2,780,000	-	-	2,780,000
Total Local Current Expense Fund Expenditures	$ 32,544,744	$ -	$ -	$ 32,544,744
Federal Grants Funds				
Revenues				
Federal Funds	$ 6,612,495	$ 5,104	$ 82,958	$ 6,700,557
Total Federal Grants Fund Revenues	$ 6,612,495	$ 5,104	$ 82,958	$ 6,700,557
Expenditures				
5000 Instructional Services	$ 5,028,940	$ 4,861	$ 71,720	$ 5,105,521
6000 System-wide Support Services	476,494	-	-	476,494
7000 Ancillary Services - Nutrition Services	75,000	-	-	75,000
8000 Non-programmed Charges	1,032,061	243	11,238	1,043,542
Total Federal Grants Fund Expenditures	$ 6,612,495	$ 5,104	$ 82,958	$ 6,700,557

	Original Budget	Prior Amendments	Current Amendments (Net)	Amended Budget
Child Nutrition Fund				
Revenues				
Federal Funds	$ 1,504,000	$ -	$ -	$ 1,504,000
Local Funds	624,000	-	-	624,000
Fund Transfers	275,000	-	-	275,000
Total Child Nutrition Fund Revenues	$ 2,403,000	$ -	$ -	$ 2,403,000
Expenditures				
7000 Ancillary Services - Nutrition Services	2,403,000	-	-	2,403,000
Total Child Nutrition Fund Expenditures	$ 2,403,000	$ -	$ -	$ 2,403,000
Capital Outlay Fund				
Revenues				
State Funds	$ 30,000	$ -	$ -	$ 30,000
Federal Funds	-	-	406,172	406,172
Local Funds	3,747,193	-	-	3,747,193
Fund Balance Appropriated	627,442	-	-	627,442
Total Capital Outlay Fund Revenues	$ 4,404,635	$ -	$ 406,172	$ 4,810,807
Expenditures				
5000 Instructional Services	$ 1,175,000	$ -	$ 406,172	$ 1,581,172
6000 System-wide Support Services	220,000	-	-	220,000
9000 Capital Outlay	3,009,635	-	-	3,009,635
Total Child Nutrition Fund Expenditures	$ 4,404,635	$ -	$ 406,172	$ 4,810,807
Other Specific Revenue Fund				
Revenues				
State Funds	$ 45,000	$ -	$ 947,060	$ 992,060
Federal Funds	-	-	461,178	461,178
Local Funds	5,777,120	2,500	1,595,614	7,375,234
Fund Balance Appropriated	421,745	-	130,801	552,546
Total Other Specific Revenue Fund Revenues	$ 6,243,865	$ 2,500	$ 3,134,653	$ 9,381,018
Expenditures				
5000 Instructional Services	$ 4,516,334	$ 2,500	$ 3,079,068	$ 7,597,902
6000 System-wide Support Services	1,566,719	-	50,355	1,617,074
7000 Ancillary Services - Nutrition Services	160,812	-	5,230	166,042
Total Other Specific Revenue Fund Expenditures	$ 6,243,865	$ 2,500	$ 3,134,653	$ 9,381,018
Grand Total - All Funds	**$ 82,582,188**	**$ 896,688**	**$ 3,771,056**	**$ 87,249,932**

Passed by majority vote of the Board of Education of Asheville City Schools on the 9th day of April 2024.

Chairman, Board of Education

Secretary, Board of Education

Budget Summary & Board Report

Date Range 07/01/2023 - 06/31/2024

Purpose Descr	(All)
Purpose	(All)
2 Digit Obj Des	(All)
2 Digit Obj	(All)
1 digit Obj Des	(All)
1 digit Obj	(All)
Fund Descripti	(All)
Obj Desc	(All)
PRC Desc	(All)
Program	(All)
Object	(All)
Location	(All)
User 1	(All)
User 2	(All)
Full Acct Code	(All)
Postable?	(All)
Type of Accou	(All)
Full Acct Code	(All)
Short Acct Cod	(All)

Fund	1 digit Purp	1 digit Purp Desc	Beginning Budget/Beg Balance	Budget Adjustments	Current Budget/Balance	Year-to-Date Exp/Rev	PO's & Encumbrances Outstanding	Remaining Balance	Escrow	Balance Including Escrow	Percent Spent
1	5XXX	Instructional Services	$27,180,198.00	$731,465.00	$27,911,663.00	$20,625,926.72	$496,774.53	$6,788,961.75	$0.00	$6,788,961.75	75.68%
	6XXX	System-Wide Support Services	$3,118,251.00	$304,892.00	$3,423,143.00	$2,136,833.68	$103,495.45	$1,182,813.87	$0.00	$1,182,813.87	65.45%
	7XXX	Ancillary Services	$75,000.00	$0.00	$75,000.00	$57,197.15	$0.00	$17,802.85	$0.00	$17,802.85	76.26%
1 Total			**$30,373,449.00**	**$1,036,357.00**	**$31,409,806.00**	**$22,819,957.55**	**$600,269.98**	**$7,989,578.47**	**$0.00**	**$7,989,578.47**	**74.56%**
2	5XXX	Instructional Services	$16,217,943.00	$0.00	$16,217,943.00	$10,360,080.27	$840,194.06	$5,017,668.67	$0.00	$5,017,668.67	69.06%
	6XXX	System-Wide Support Services	$13,273,444.00	$0.00	$13,273,444.00	$8,721,412.06	$1,735,596.72	$2,816,435.22	$0.00	$2,816,435.22	78.78%
	7XXX	Ancillary Services	$273,357.00	$0.00	$273,357.00	$115,850.96	$30,871.72	$126,634.32	$0.00	$126,634.32	53.67%
	8XXX	Non-Programmed Charges	$2,780,000.00	$0.00	$2,780,000.00	$1,706,684.28	$16,510.50	$1,056,805.22	$0.00	$1,056,805.22	61.99%
2 Total			**$32,544,744.00**	**$0.00**	**$32,544,744.00**	**$20,904,027.57**	**$2,623,173.00**	**$9,017,543.43**	**$0.00**	**$9,017,543.43**	**72.29%**
3	5XXX	Instructional Services	$5,028,939.74	$76,581.04	$5,105,520.78	$2,270,584.14	$127,905.67	$2,707,030.97	$0.00	$2,707,030.97	46.98%
	6XXX	System-Wide Support Services	$476,493.57	$0.00	$476,493.57	$370,185.80	$32,380.13	$73,927.64	$0.00	$73,927.64	84.49%
	7XXX	Ancillary Services	$75,000.00	$0.00	$75,000.00	$60,511.82	$0.00	$14,488.18	$0.00	$14,488.18	80.68%
	8XXX	Non-Programmed Charges	$1,032,060.23	$11,481.02	$1,043,541.25	($11,435.22)	$533,474.74	$521,501.73	$0.00	$521,501.73	50.03%
3 Total			**$6,612,493.54**	**$88,062.06**	**$6,700,555.60**	**$2,689,846.54**	**$693,760.54**	**$3,316,948.52**	**$0.00**	**$3,316,948.52**	**50.50%**
4	5XXX	Instructional Services	$1,175,000.00	$406,172.00	$1,581,172.00	$902,459.22	$192,596.05	$486,116.73	$0.00	$486,116.73	69.26%
	6XXX	System-Wide Support Services	$220,000.00	$0.00	$220,000.00	$22,502.10	$169,845.40	$27,652.50	$0.00	$27,652.50	87.43%
	9XXX	Capital Outlay	$3,009,635.00	$0.00	$3,009,635.00	$1,576,235.25	$246,840.70	$1,186,559.05	$0.00	$1,186,559.05	60.57%
4 Total			**$4,404,635.00**	**$406,172.00**	**$4,810,807.00**	**$2,501,196.57**	**$609,282.15**	**$1,700,328.28**	**$0.00**	**$1,700,328.28**	**64.66%**
5	7XXX	Ancillary Services	$2,403,000.00	$0.00	$2,403,000.00	$1,375,865.60	$479,621.43	$547,512.97	$0.00	$547,512.97	77.22%
5 Total			**$2,403,000.00**	**$0.00**	**$2,403,000.00**	**$1,375,865.60**	**$479,621.43**	**$547,512.97**	**$0.00**	**$547,512.97**	**77.22%**
8	5XXX	Instructional Services	$4,516,334.00	$3,081,567.89	$7,597,901.89	$3,298,130.37	$80,304.75	$4,219,466.77	$0.00	$4,219,466.77	44.47%
	6XXX	System-Wide Support Services	$1,566,719.29	$50,355.30	$1,617,074.59	$909,378.41	$32,237.63	$675,458.55	$0.00	$675,458.55	58.23%
	7XXX	Ancillary Services	$160,812.00	$5,230.29	$166,042.29	$24,393.00	$0.00	$141,649.29	$0.00	$141,649.29	14.69%
8 Total			**$6,243,865.29**	**$3,137,153.48**	**$9,381,018.77**	**$4,231,901.78**	**$112,542.38**	**$5,036,574.61**	**$0.00**	**$5,036,574.61**	**46.31%**
Grand Total			**$82,582,186.83**	**$4,667,744.54**	**$87,249,931.37**	**$54,522,795.61**	**$5,118,649.48**	**$27,608,486.28**	**$0.00**	**$27,608,486.28**	**68.36%**

SMALL PROJECT CONSTRUCTION CONTRACT
(Less than $500,000)

THIS AGREEMENT, made this 29th day of March 2024, by and between the **ASHEVILLE CITY BOARD OF EDUCATION** ("Owner"), on the one hand, and Premier Sports Lighting ("Contractor"), on the other hand, for the AHS Baseball Field Lighting("Project").

WITNESSETH:

That the Owner and the Contractor, for the consideration herein named, agree as follows:

1. **Scope of Work:** The Contractor shall furnish all material, equipment, labor, services and supervisions necessary to complete the Project as specified in the RFP (#148-MAINT-032) dated 3/20/2024 any documents referenced herein and the Design Professional's Plans and Specifications (collectively "Specifications"), which are incorporated herein and attached hereto as Exhibit A. If there are any contradictions between this Agreement and the Specifications, this Agreement shall control. A copy of the Contractor's bid is incorporated herein and attached hereto as Exhibit B.

2. **Beginning Work and Substantial Completion:** The Contractor will begin work within twenty (5/1/2024) calendar days after receiving a Notice to Proceed from the Owner and shall substantially complete the Project in accordance with the Specifications no later than thirty (12/31/2024) calendar days from the date of the Notice to Proceed. The Owner's Design Professional shall make an inspection to determine whether the Project is substantially complete. When the Owner's Design Professional determines that the Project is substantially complete in accordance with the Specifications, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion.

Contractor may be allowed delays beyond the time specified above for the following weather conditions, if applicable: 1) isolated inclement weather, wherein the Project site is determined to be unworkable for days of precipitation and/or temperature and days following for short times between otherwise good weather; and 2) sustained inclement weather, wherein the Project site is determined to be unworkable for sustained periods of time, such as the winter months, with only an occasional working day within the sustained unworkable conditions.

If the Contractor believes either condition applies, a written request shall be made within seven (7) calendar days following the beginning of the condition to the Owner's Designer Professional for a site meeting and a joint determination of the site conditions and approval of the delay. The Owner's Design Professional will catalog these approved delays and will incorporated them into a Change Order for signature by the Owner and Contractor.

The Owner shall assess liquidated damages against the Contractor in the amount of five hundred dollars ($500) per day for every day that the Project extends beyond the contract days specified above for substantial completion. Such damages are separate from any actual damages

caused by defective work (including architect's and engineer's fees) and shall be the sole remedy for delay.

3. **Punch List and Final Completion.** The Contractor shall diligently complete all punch list items and shall complete Final Completion no later than thirty (30) days from the date of Substantial Completion.

4. **Default and Termination:** If the Contractor fails to complete the Project within the times specified in Sections 2 and 3 or fails to diligently perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work or performs the work unsuitably or shall discontinue the prosecution of the work or not carry on the work in an acceptable manner, the Owner may give written notice, sent by certified mail return receipt requested, to the Contractor of such delay, neglect or default, specifying the same, and, if the Contractor, within a period of fifteen (15) calendar days after such notice, shall not proceed in accordance therewith, the Owner shall declare this Agreement in default and shall have full power and authority, without violating the Agreement, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of the Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under the Agreement, including liquidated damages, if any, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the Owner, including liquidated damages, if any, shall be less than the sum which would have been payable under the Agreement, if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Agreement, then the Contractor shall be liable and shall pay to the Owner the amount of said excess.

5. **Payment:** The Owner shall pay to the Contractor, as specified in the Contractor's bid, the total contract sum of Four Hundred Sixteen Thousand ($416,000) for completion of Project, unless altered as allowed herein. Payment shall be made based on the following schedule:

a. At the time this Agreement is signed, the Owner shall pay to the Contractor fifty percent (50%) of the total contract sum.

b. No later than the fifth day of each month, the Contractor shall present to the Owner, or designee, a pay application for the preceding month demonstrating the total percentage of work completed for that preceding month. The Owner's Design Professional shall inspect the work to determine that the pay application accurately reflects the completed work. If the Owner's Professional agrees with the submitted pay application, payment for the completed work, less five percent (5%) retainage of the amount of such request, shall be made to the Contractor no later than fifteen (15) calendar days after the pay application is submitted. If the

Owner does not agree with the pay application, the pay application shall be immediately returned to the Contractor and asked that it be resubmitted with revisions. If the Owner agrees with the resubmitted pay application, payment for the completed work, less five percent (5%) retainage of the amount of such request, shall be made to the Contractor no later than ten (10) calendar days after the resubmittal. No further retainage shall be withheld when the Project is at least fifty percent (50%) completed.

The amount of five percent (5%) retained from each approved request for payment shall be retained by the Owner until all work has been finally completed and performed strictly in accordance with the Specifications and until such work has been accepted by the Owner, at which time such retained sums shall be paid to the Contractor within ten (10) days after receipt of the Final Completion certificate. All payments to the Contractor, including the five percent (5%) retainage, are subject to approval by the Owner's Design Professional.

6. **Changes in the Work:** During the Project, if the Contractor encounters any additional charges resulting from unanticipated conditions or additional work requested by the Owner which may alter the total contract sum as stated in Section 5, prior to commencing the work, the Contractor must submit a written change order to the Owner or its designee. The written change order must specify the need for the change and the cost of the proposed change. No later than five (5) calendar days after receipt of the written change order, the Owner, or its designee, shall provide to the Contractor a written response either accepting or rejecting the change order. No additional payment shall be made for additional work completed by the Contractor unless the Contractor has submitted a written change order and received the Owner's approval.

7. **Construction Meetings:** The Contractor shall meet with the Owner's Design Professional as specified in the Specifications and at such other construction meetings as required by the Owner or its designee.

8. **Correction of Work:**

a. Before Substantial Completion. The Owner, or its designee, shall, from time to time, inspect the status of the Project. The Contractor shall promptly correct work not conforming to the Specifications and rejected by the Owner's Design Professional and may withhold payment until said work is corrected and accepted.

b. After Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the work is found to be nonconforming to the Specifications, the Contractor shall promptly correct the nonconforming work after receipt of written notice from the Owner to do so.

9. **Construction Site:** The Contractor shall be responsible for the construction site(s) during the performance of the work and shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state and local laws, building codes, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work, it being expressly understood by the Contractor that school will be in session during the performance of portions of the work and that pupils, teachers other employees and the public will be on, about and near the construction site. The Contractor agrees to indemnify and hold harmless the Owner for any and all losses, including all applicable costs, expenses, other claims, including attorneys' fees, which the Owner might incur due to any act or omission by Contractor, its employees or agents and subcontractors that occur in conjunction with this Agreement.

10. **Warranty:** The Contractor hereby warrants and guarantees to the Owner that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise allowed, and the work will be free from defects and will conform to the Owner's Specifications, as specified in Section 1 herein, and shall present to Owner a one (1) year warranty and shall provide to the Owner any pass-through manufacturers' warranties or other warranties required by the Specifications.

11. **Insurance:** As a condition precedent to this Agreement, the Contractor shall provide proof of insurance for the required policies and coverages: 1) Workers' Compensation (statutory coverage limits); 2) Commercial General Liability ("CGL") (one million dollar occurrence, two million dollar aggregate); and 3) Comprehensive Automotive Liability (one million dollars). The Owner shall be listed as an additional insured on the Contractor's CGL policy. The Contractor will submit to the Owner copies of Certificates of Insurance on the latest approved North Carolina Department of Insurance Acord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (minus) or better by A.M. Best Company. The certificates shall certify that the insurance policies carried by Contractor were in force before the Project commenced and certifying that these policies will not be canceled during the Contract other than by an endorsement added to the policies and certificates reading substantially as follows: "The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Owner has received thirty (30) days written notice via registered or certified letter." Certificates of Insurance containing disclaimers holding the insurer harmless for failure to notify the Owner of Contractor policy cancellations will not be acceptable and should be modified to delete such disclaimers from the Insurance Certificate forms.

12. **Jessica Lunsford Act:** Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. The Contractor agrees to conduct a check of all employees working at the Project site on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry. As a term of this Agreement, said checks must be performed by the Contractor and reported to the Asheville City Schools' Superintendent.

13. **Relationship:** The Contractor shall be considered an independent contractor and not an employee of the Owner.

14. Situs: The place of this Agreement, its situs, forum, shall be Buncombe County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

15. Governing Law: This Agreement shall be governed by the laws of the State of North Carolina.

16. Mutually Agreed Agreement: All the Parties to this Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the making of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.

17. Entire Agreement: The Parties hereby affirm that the only consideration for executing this Agreement are the terms and conditions herein and no other promises or agreements of any kind have been made by any person or entity to cause the Parties to execute this Agreement. Further, the Parties agree that if any provisions herein are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

18. Authority: The Parties hereby represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are conditions precedent to their authority to execute this Agreement.

19. Iran Divestment and E-Verify: The Contractor shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). The Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118). In the event that the Contractor utilizes a subcontractor to perform the Work of this Contract, the Contractor shall require any such subcontractor to comply with the E-Verify Requirements and the Iran Divestment Act.

20. Dispute Resolution: Prior to litigation concerning a dispute in which the amount in controversy is at least fifteen thousand dollars ($15,000.00), parties to the dispute must do the following:

a. Submit the dispute for review by the Superintendent or designee and the Design Professional; and

b. Participate in mediation if the matter cannot be resolved by the parties. The cost of the dispute resolution process will be divided between the parties to the dispute. If the Board of Education is a party to the dispute, the Board of Education will pay at least one-third of the cost.

21. **MBE/HUB:** If the Project cost of this Agreement is $100,000 or more and if the Owner has received appropriations or grant funds from the State of North Carolina for the construction of the Project, then the Specifications will contain a notice of that fact and the Contractor shall comply with the MBE and HUB pre-bid and post-award requirements contained in the Specifications.

If the Project cost of this Agreement is $300,000 or more, regardless of the source of funds for construction of the Project, the Contractor shall comply with the MBE and HUB pre-bid and post-award requirements contained in the Specifications.

22. **Assignment:** This Agreement shall be not assigned without the prior, written consent of the Owner which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Agreement the day and year first above written.

CONTRACTOR:

Premier Sports Lighting

Signature _____ Date 04/15/2024

Print: Andrew Weathers

TITLE: CEO

OWNER:

ASHEVILLE CITY BOARD OF EDUCATION

Director Signature _____ Date 4/15/24

Print: Tim Shelton

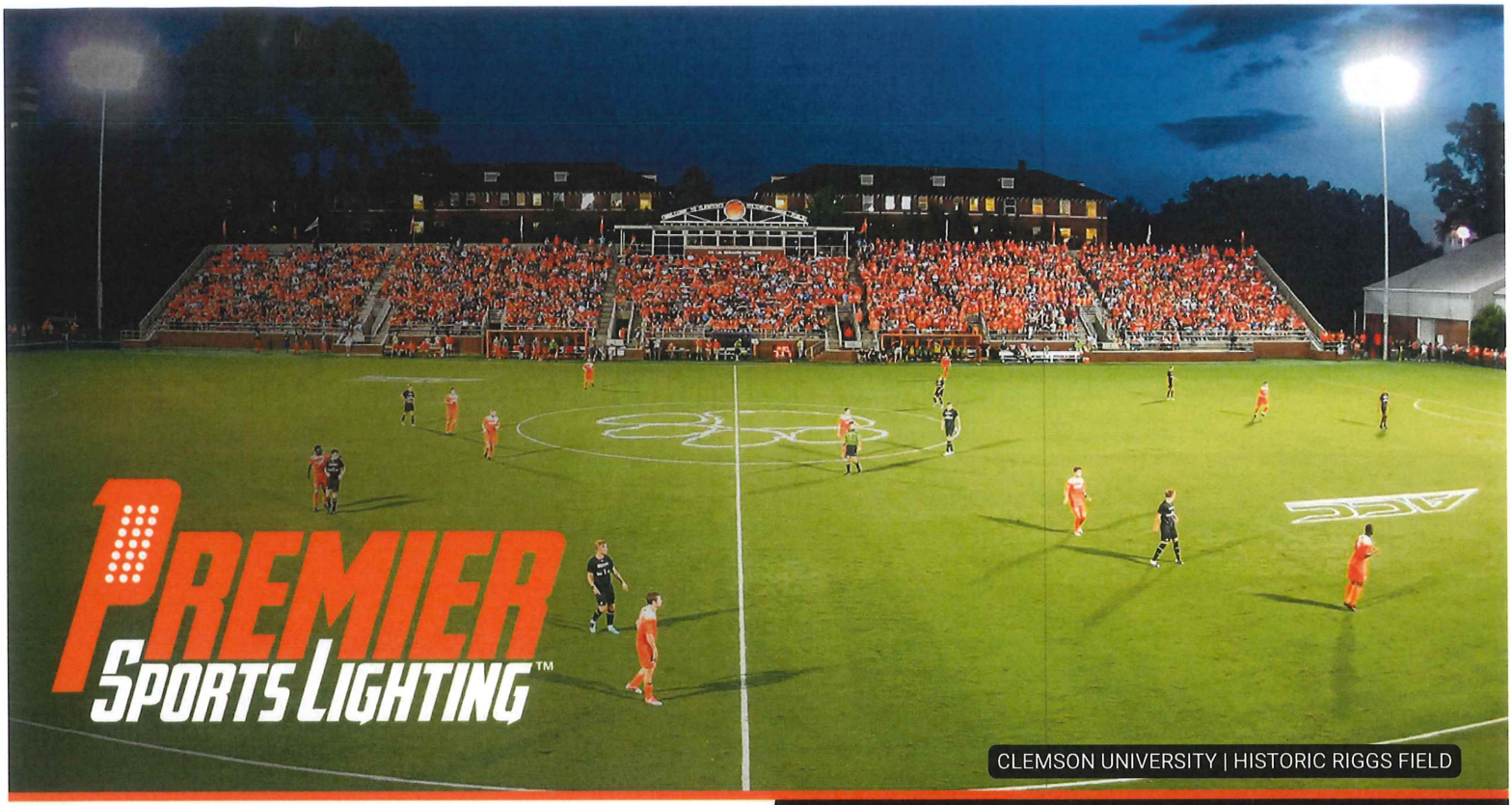
TITLE: Director of Maintenance

Superintendent Approval

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Chief Finance Officer

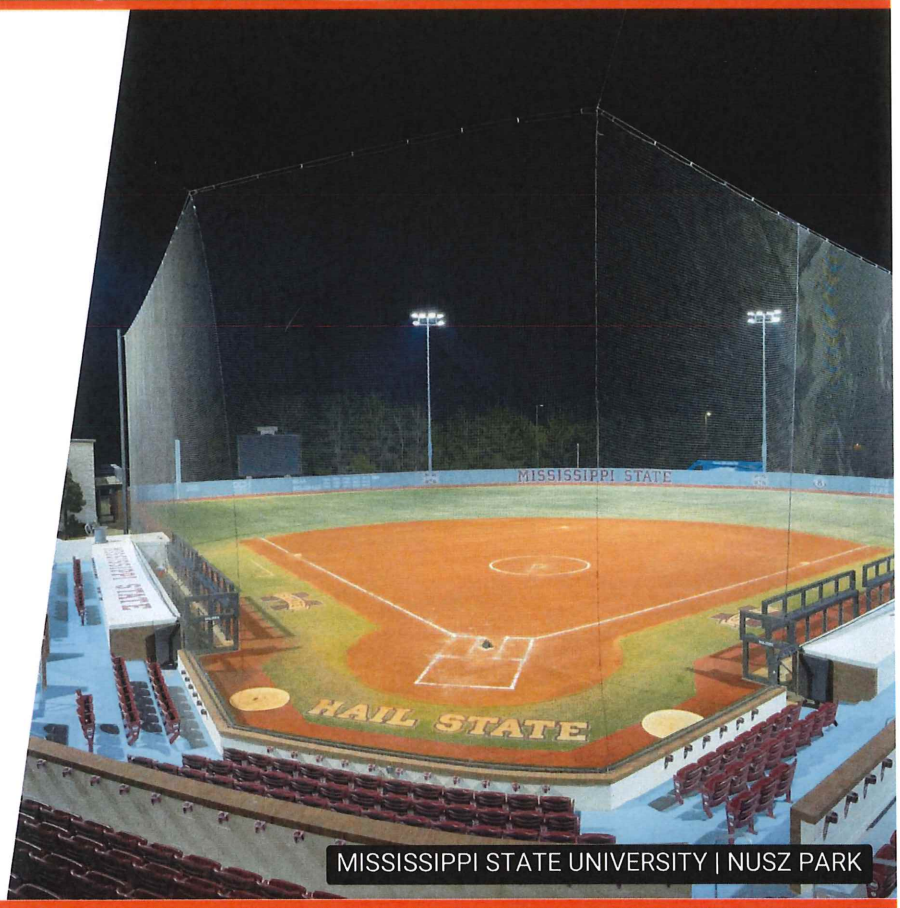
School Board Approval



CLEMSON UNIVERSITY | HISTORIC RIGGS FIELD

ASHEVILLE CITY SCHOOLS

PROJECT PROPOSAL



MISSISSIPPI STATE UNIVERSITY | NUSZ PARK

Submitted by

Premier Sports Lighting, LLC
2100 Chespark Drive
Gastonia, NC 28052
Phone: (800) 674-6058

DESIGN | MANUFACTURING | TURNKEY INSTALLATION

PLAY THE GAME IN A BETTER LIGHT™

(NOTE: THE BID FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

BID FORM #148-MAINT-032

Asheville High Baseball Field Lighting PROJECT

DUE DATE: 03/20/2024 by 1:00PM

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for the Asheville High Baseball Field Lighting Project for Asheville City Schools, North Carolina, does hereby offer to perform such services on behalf of the District, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

Bidder: Premier Sports Lighting
Address: 2100 Chespark
City/State/Zip: Gastonia, NC 28052 Phone: 800.674.6058
Fed ID No: 82-2535486 MBE Status: _____ Fax: _____
Email: andrew@psl-sports.com

By: (Signature) _____ Date: 3/19/2024
Printed Name Andrew Weathers Title: CEO

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, if this bid is accepted, to furnish the subject services for a cost not to exceed:

$416,000.00 Total

Additional Information, if applicable (attach extra sheets as needed): See additional pages for more options.

END OF BID FORM

Identification of HUB Certified/ Minority Business Participation

I, Andrew Weathers | Premier Sports Lighting .
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be ($) 0.00 .

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

County of Gaston

(Name of Bidder)

Affidavit of Andrew Weathers

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

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

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

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

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

Date: 3/19/2024 Name of Authorized Officer: Andrew Weathers

Signature: [signature]

Title: CEO

SEAL

State of NC, County of Gaston

Subscribed and sworn to before me this 19 day of March 2024

Notary Public Julie Galloway Bowen

My commission expires 2/27/2029

JULIE GALLOWAY BOWEN
Notary Public, North Carolina
Gaston County
My Commission Expires
2/27/2029

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

County of Gaston

Affidavit of Andrew Weathers | Premier Sports Lighting
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

Asheville City Schools RFP# 148-MAINT-032 contract.
(Name of Project)

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

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

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

Date: 3/19/2024 Name of Authorized Officer: Andrew Weathers

Signature:

Title: CEO

SEAL

State of North Carolina, County of Gaston

Subscribed and sworn to before me this 19th day of March 2024

Notary Public Julie Galloway Bowen

My commission expires 2/27/2029

JULIE GALLOWAY BOWEN
Notary Public, North Carolina
Gaston County
My Commission Expires
2/27/2029

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I. ELECTRICAL DISTRIBUTION PLANS

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- Surge Pro
- Aerial Crane

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N. QUOTE

A. INTRODUCTION

LETTER FROM THE CEO

Dear Asheville City Schools,

On behalf of Premier Sports Lighting, I would like to express my profound gratitude for providing us with the opportunity to submit our proposal for your project. We genuinely appreciate the confidence and trust you have shown in our team and our capabilities. We acknowledge the time and thoughtfulness you invested in explaining your requirements, expectations, and vision for the project. This greatly facilitated our understanding and enabled us to prepare a proposal that is both comprehensive and specifically tailored to your needs.

We hope that our proposal successfully meets your criteria and that you find it not only comprehensive but also engaging and innovative. Should you have any questions, require clarification, or wish to discuss certain aspects of the proposal further, we are more than ready to assist you at your earliest convenience.

At Premier Sports Lighting, we take immense pride in fostering lasting business relationships built on transparency, integrity, and mutual respect. As such, we are enthusiastically looking forward to potentially collaborating with you on this exciting endeavor. Once again, thank you for the opportunity to demonstrate our dedication and expertise through this proposal. We genuinely hope it is the beginning of a fruitful partnership that will lead us towards shared success.

Please feel free to contact us anytime with any additional needs or concerns. We remain at your service.

Warm Regards,

Andrew Weathers

Andrew Weathers
CEO
Premier Sports Lighting, LLC

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MEET THE TEAM



Andrew Weathers
CEO & Founder

Andrew, originally from Spartanburg, SC, founded Premier Sports Lighting in 2017. He has lived in Gastonia, NC over 10 years with his wife Lindsay and their 5 children.



Tim Grooms
Chief Operating Officer

Tim is from Gastonia, NC. He is a board member to several non-profit organizations and a Rotarian for 38 years. Tim and his wife of 48+ years, Candy, have 2 daughters, a son-in-law and one grandson.



Wayne Weathers
Chief Business Development

Wayne, a native of Spartanburg, SC, where he and his wife, Crystal, of 40 years still reside. He develops new business relationships and manages jobsite activities for PSL. He has 2 sons and daughters-in-law and 7 grandchildren.



Richard McSwain
Controls Engineer |
Electrical License Qualifier

Richard is a native and resident of Lincoln County. A 1984 West Lincoln High School graduate and the Vice President of the West Lincoln Alumni Association.



Raymond Kirkland
Sr. Project Manager |
Electrical License Qualifier

Raymond is originally from Florida and has lived in McDowell County, NC for over 20 years. He brings 20 years of electrical experience to our team.



Julie Galloway
Regional Sales & Marketing

Julie is a native of Gaston County and currently lives in Belmont, NC. She is on the Board of Directors for Strong Like AK & Gaston Together and enjoys volunteering in the community.



Madison Hyleman
Regional Sales & Marketing

Madison is a native & resident of Gastonia, NC and is a graduate of Gardner-Webb University in Cleveland County. She hosts local community & sporting events in her free time!

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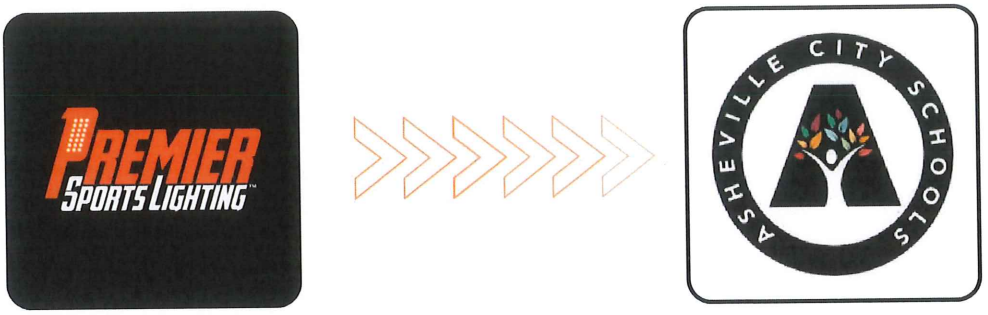
BUSINESS MODEL

What makes Premier Sports Lighting more affordable than our top competitors?

Our Business Model



We design and manufacture our own LED sports lighting systems that are then installed by our in-house crews. This results in roughly 30% cost savings for the customer. Because of this method, the customer receives a product that meet or exceeds specifications, for a more affordable price.

Unlike our top competitors, we do not involve any third parties throughout the process. Premier Sports Lighting handles 100% of the project, from start to finish.





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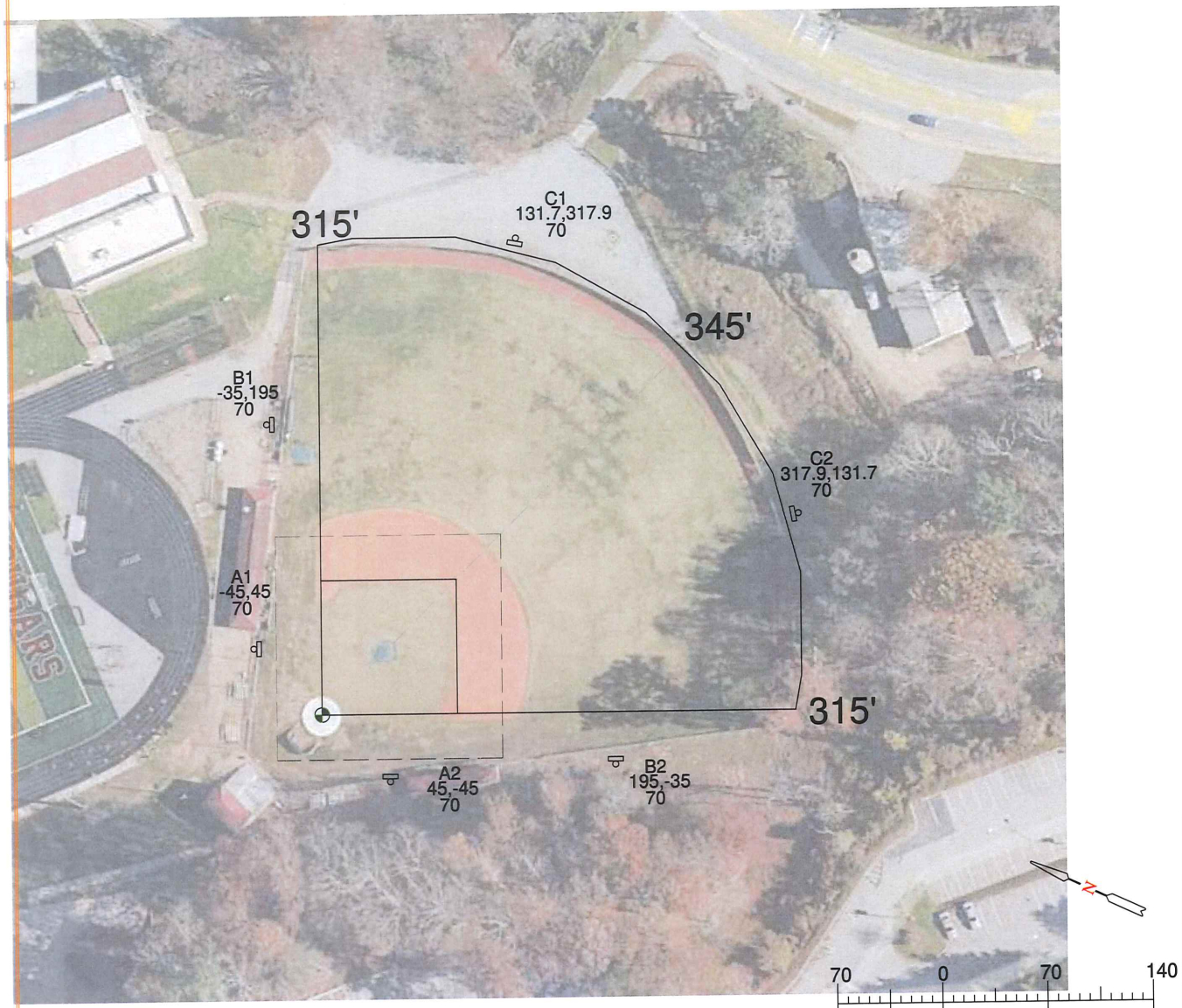
B. EQUIPMENT LAYOUT



ALL DIMENSIONS ARE APPROXIMATE PER INFORMATION PROVIDED.

ALL POLE LOCATIONS ARE RELATIVE TO 0,0 REFERENCE POINT.

PREMIER SPORTS LIGHTING™

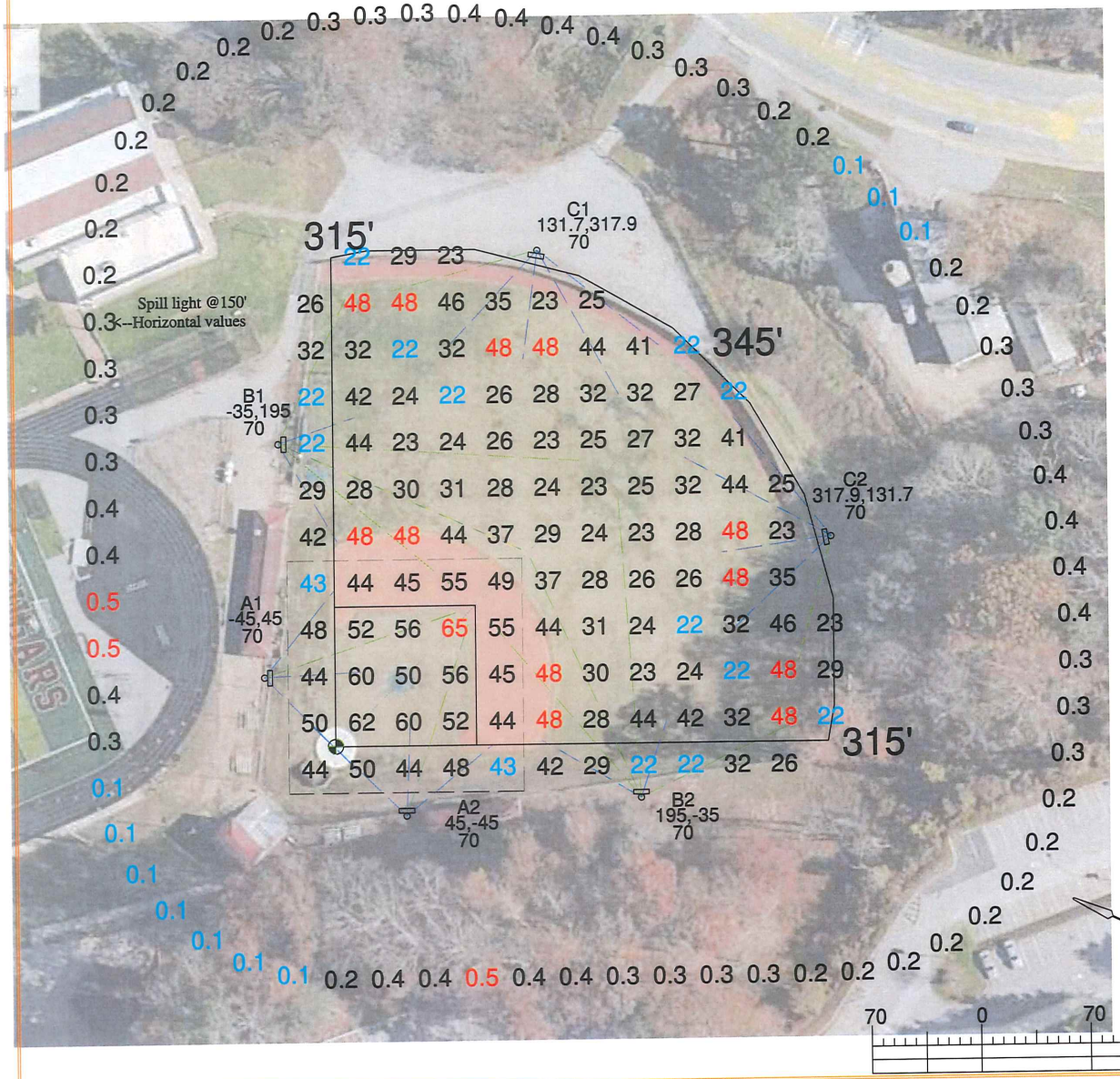
ASHEVILLE CITY SCHOOLS

ASHEVILLE HIGH SCHOOL

ASHEVILLE, NC

Sheet No.	Designer:	Date/Time of Design	Drawing Number:	Rev.
1 of 1	BS	11/25/2311:10	Asheville HS BB1	02

C. ON-FIELD LIGHTING DESIGN
D. OFF-FIELD LIGHTING DESIGN



Pole	x-loc	y-loc	height	PSL M	PSL W	Total	kw
A1	-45	45	70ft	1	3	4	4.8
A2	45	-45	70ft	1	3	4	4.8
B1	-35	195	70ft	4	2	6	7.2
B2	195	-35	70ft	4	2	6	7.2
C1	131.7	317.9	70ft	1	4	5	6.0
C2	317.9	131.7	70ft	1	4	5	6.0
Total				12	18	30	36.0

PSL M PSL W

Baseball
119 points (25 infield, 94 outfield) at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	32	51
Maximum	48	65
Minimum	22	43
Avg:Min	1.45	1.18
Max:Min	2.18	1.51
Coef Var	0.29	0.13
UnifGrad	2.18	1.36

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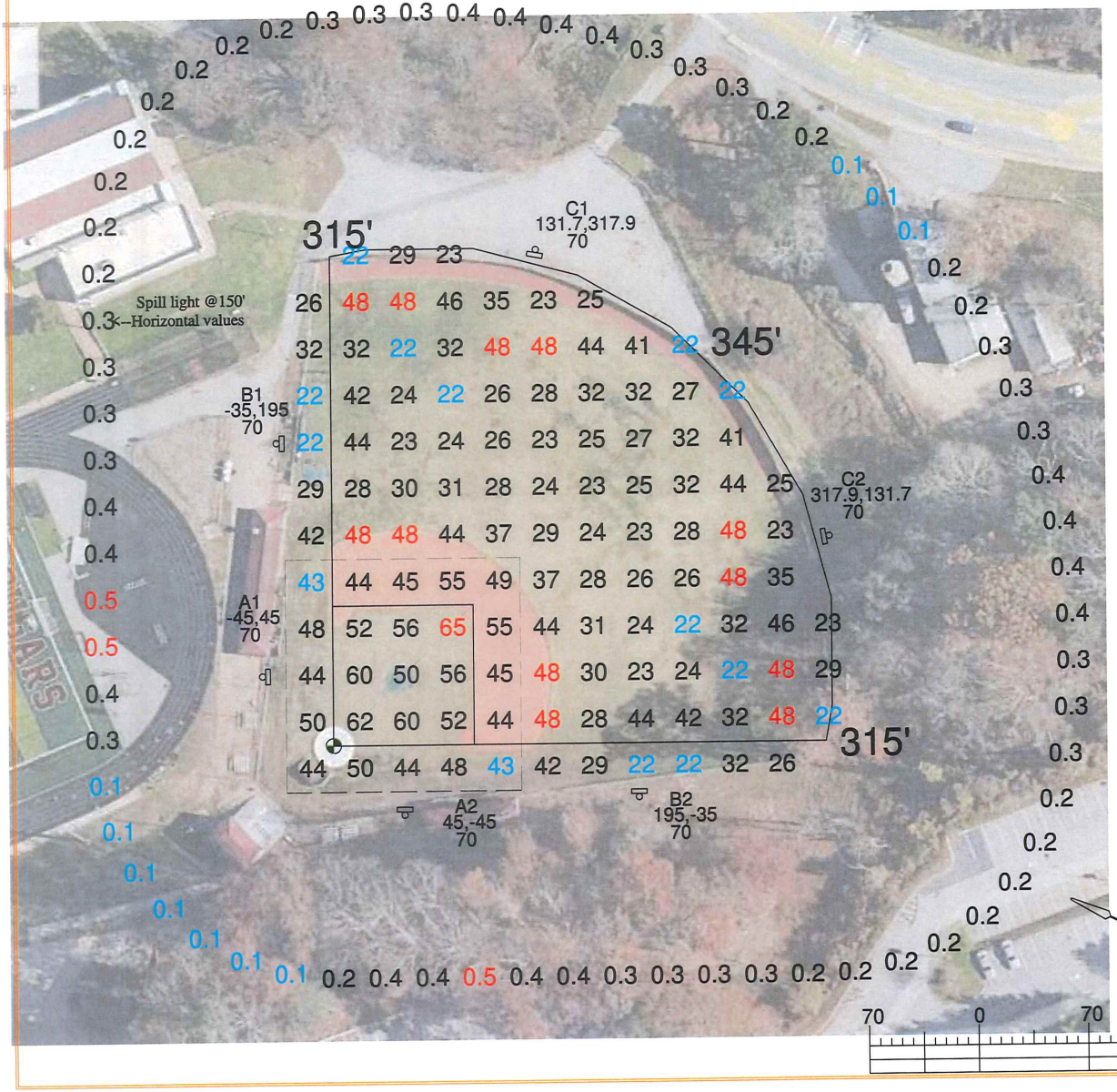
PREMIER SPORTS LIGHTING™

ASHEVILLE CITY SCHOOLS

ASHEVILLE HIGH SCHOOL
ASHEVILLE, NC

Sheet No.	Designer:	Date/Time of Design	Drawing Number:	Rev:
1 of 1	BS	11/25/23 11:10	Asheville HS BB1	02



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PREMIER SPORTS LIGHTING™

ASHEVILLE CITY SCHOOLS

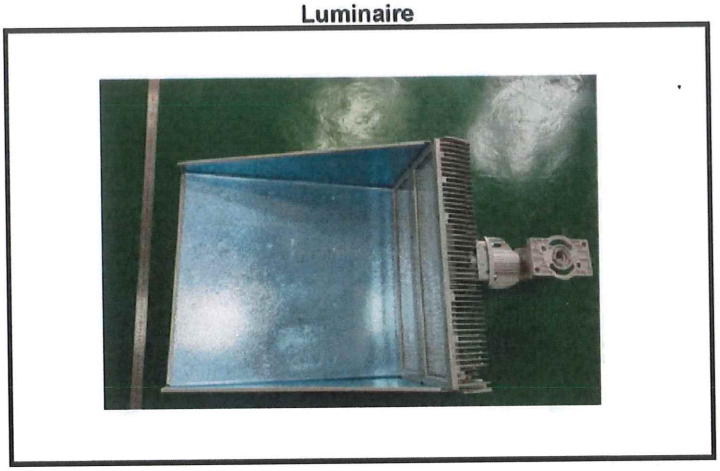
ASHEVILLE HIGH SCHOOL
ASHEVILLE, NC

Sheet No.	Designer:	Date/Time of Design	Drawing Number:	Rev:
1 of 1	BS	11/25/2311:10	Asheville HS BB1	02

E. PHOTOMETRIC REPORT

Luminaire Description:	Grey aluminium housing, clear glass lens enclosure
Lamp:	582 White LEDS
Mounting:	Pole/Arm
Ballast/Driver:	Upowertek SLK-1K2-C400-ENV-HV0000

Luminaire



Luminaire Characteristics

Luminous Length:	11.00 in.
Luminous Width:	24.00 in.
Luminous Height:	7.25 in.

Summary of Results

Integrating Sphere

Luminous Flux:	156,579 Lumens
Efficacy:	131.92 lm/w
CCT:	5748 K
CRI (Ra):	74.1

Distribution

Total Luminaire Output:	156,620 Lumens
Luminaire Efficacy:	132 lm/w
Maximum Candela:	1,006,626 Candela

Electrical Data at 479 VAC

Test Temperature:	45.7 °C
Voltage:	479.9 VAC
Current:	1.431 A
Power:	1,187.18 W
Power Factor:	0.998
Frequency:	60 Hz
Current THD:	10.8 %

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F. PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Premier Sports Lighting commits to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner.

Sincerely,

Andrew Weathers

Andrew Weathers, CEO
Premier Sports Lighting



G. STRUCTURAL CALCULATIONS

STRUCTURAL CALCULATIONS

Stamped foundation designs shall be provided upon project award.
Foundation designs are based on IBC standards.

Sincerely,

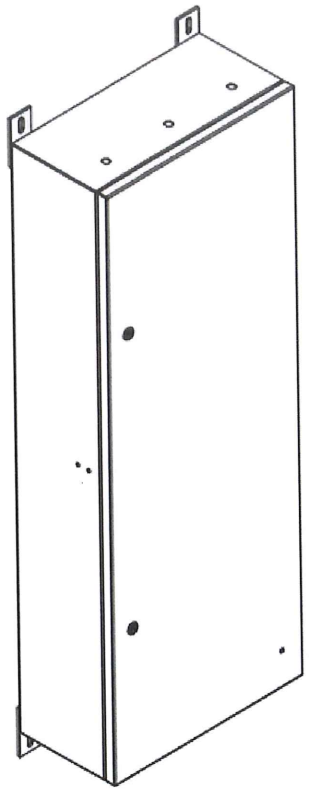
Andrew Weathers

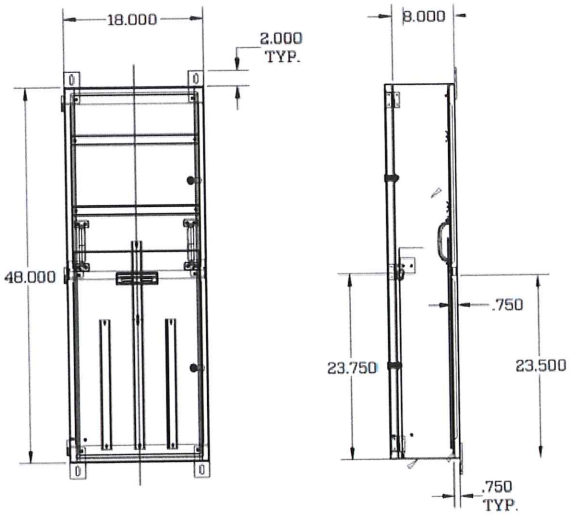
Andrew Weathers, CEO
Premier Sports Lighting

H. CONTROL & MONITORING SYSTEM

PLAY THE GAME IN A BETTER LIGHT™

CONTROL PRO™





OVERVIEW

The lighting contractor cabinet provides on/off control of the lighting system, remote monitoring, and manual-switch operation.

CONTROL FEATURES

- Lighting system and other customer equipment
- Customized on/off control via the website, smartphone, etc.
- Multi-level user security settings
- Siemens selector switch (On/Off/Auto)
- Up to 6 controllable zones (1 switch per zone)

MONITORING

- Detects light fixture outages
  - if 10% of LEDs fail, the system sends an alert.
- Detects driver failure
- Detects blown fuse(s)
- Detects lightning strikes within 1 mile and triggers a diagnostic to run and check for damages.

SUPPORT

- 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through the website

TECHNICAL SPECIFICATIONS

- UL Listed: E527745
- Operating Temp.: -4˚F to 140˚F (-20˚C to 60˚C)
- Weight: Max 62 lb. (28 kg)
- Dimensions: 48 x 18 x 8 in (1219 x 457 x 203 mm)

Contactor Current Rating

- 30A, 600V rated
- 50A, 600V rated
- 100A, 600V rated

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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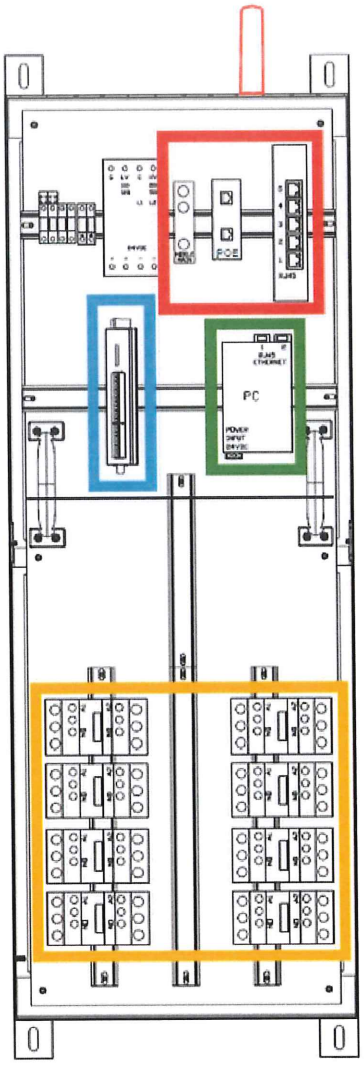
CONTROL PRO™



CONSTRUCTION

- NEMA Type 4 Enclosure
- Powder-Coated aluminum (14 gauge)
- A protective cover isolates high voltage

INTERNAL DETAILS

- Built-in a UL 508A panel shop
- Factory wired, programmed and tested
- Internally fused
- Control power terminal blocks
- One circuit powers the entire cabinet

MASTER CONTROLLER

- The main controller meets UL 62368
- Receives and stores schedules from the Contro Pro™ website
- Contains a localized stand-alone control system in case of broadband disruption.
- Theatrical controls are built into the PC

DIGITAL I/O MODULE

- Provides system control via selector switches
- Provides digital inputs and relay outputs
- Provides contactor status (on/off)
- Provides selector switch position
- Wide operating temperature -40°C to 75°C (40°F to 167°F)
- Provides a failsafe in the event of catastrophic control system failure
- Class 1 Division 2 programmable controller
- UL File Number: E312544

CONTACTORS

- Switches fields based on the Digital I/O module
- Tested and UL-Listed for continuous operation at 100% of rated current
- Contactors are rated for 30A, 50A or 95A

COMMUNICATION MODULES

- Provides remote access via PSL-provided cellular or customer-provided network.
- Two-way high-speed connection with no additional monthly charges during the warranty period.

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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I. ELECTRICAL DISTRIBUTION PLANS

ELECTRICAL DISTRIBUTION PLANS

Stamped electrical designs shall be provided upon contract award and before installation begins. Electrical designs are based on the 2023 NEC.

Sincerely,

Andrew Weathers

Andrew Weathers, CEO
Premier Sports Lighting

J. WARRANTY



PREMIER SPORTS LIGHTING™

Premier Sports Lighting, LLC provides a 10-year "all-inclusive warranty" to the owner for complete peace of mind at no out-of-pocket cost.

What this warranty covers:
Premier Sports Lighting, LLC warrants the Remote Pro LED Lighting System for 10 years of usage from failure. All fixtures and/or components are covered under this warranty for the full 10 years. All necessary labor, parts, wiring, etc., will be replaced or corrected at PSL's expense. The use and cost of equipment (cranes, lifts, or other heavy construction equipment) are included in this warranty at PSL's expense.

What is not covered:
- Acts of God (flood, hurricane, lightning, tornado, strong winds, hail, etc.)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions

Conditions of Service:
- Adequate, pre-determined egress/ingress is required for heavy service equipment.
  - No matting will be used, but PSL will make every effort to keep damage to a minimum.
  - If there is damage, it will be the customer's responsibility to rectify.
- Safe working environment for crews.

Response Time:
- Normal non-emergency service work will be scheduled within the owner's requirements.
- Emergency service response will occur within a 24-hour period.

Notes:
This warranty is intended for normal usage for all Premier Sports Lighting's systems installed on a grade school, high school sports venue, charter school, park and recreation, collegiate level, or another venue with normal use considerations. Please contact Premier Sports Lighting for high or extreme use facilities. High and extreme use could be long daily runtime hours, running lights during the daytime, etc.
- If using existing poles in a retrofit/upgrade project, the warranty automatically becomes ten years.
- 15,000 hours of usage equates to 600 hours per year of availability.

PLAY THE GAME IN A BETTER LIGHT™

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K. PROJECT REFERENCES

PROJECT REFERENCES

Piedmont Charter High School
Terry Radford
Director of Athletics
Cell: 704-460-5598
Email: terry.radford@pccharter.org
Work Completed: New sports lighting construction at the schools soccer stadium.

Christ School
Eric Thorp
Associate Director of External Affairs
Cell: 828-230-7388
Email: ethorp@christschool.org
Work Completed: New sports lighting construction at the schools baseball and soccer fields.

Mississippi State University
Ches Fedric
Director Office of Planning, Design & Construction
Cell: 662-816-4955
Email: ecf17@msstate.edu
Work Completed: Retrofit of Nusz Park (softball stadium) lighting system from old metal halide to LED in February 2022 to ESPN standards.

Georgia Highlands College
John Rice
John Rice Inc. (General Contractor)
Cell: 770.606.7435
Email: jrice@reicon.org
Work Completed: New sports lighting construction for
baseball and softball stadium.

Clemson University
Eric Sabin
Associate AD / Facilities Mgmt. & Capital Projects
Cell: 850-528-6646
Email: sabin@clemson.edu
Work Completed: Retrofit of Historic Riggs Field (soccer stadium) lighting system from old metal halide to LED in June 2022 to ESPN standards.

H&W Construction
Luke Boles
Project Manager
Cell: 540-974-6967
Email: luke.b@aikensgroup.com
Currently Building: 11 field(s) project

PROJECT REFERENCES

Pendleton High School
Richard Rogers
Director of Operations
Cell: 864-844-3224
Email: rrogers@anderson4.org
Work Completed: New lighting construction to football stadium and track & field facility.

City of Winchester – Virginia
David Parker
Director of Parks & Recreation
Cell: 540-773-1340
Email: david.parker@winchesterva.gov
Currently Building: (2) Soccer Field project and working on other projects.

Rock Springs Church Academy
Cameron Shiflett
Executive Pastor
Cell: 770-229-8663
Email: cameron@rockspringsonline.com
Work Completed: New sports lighting construction for 4 baseball fields.

Town of Jonesboro – Tennessee
Bob Browning
Town Administrator
Cell: 423-791-3801
Email: bobb@jonesboroughtn.org
Currently building: New sports lighting construction at the schools baseball, softball, football/soccer, and practice fields.

Muter Construction – North Carolina
Austin Boyette
Project Manager
Cell: 919-747-1903
Email: aboyette@muterconstruction.com
Currently building: Cricket practice field, 2 outdoor basketball courts, 2 beach volleyball, and multi-purpose sports court.

O'Connor Company | University of North Carolina at Pembroke
Zach Froio
Lead Estimator
Cell: 315-247-4934
Email: zfroio@oconnorconc.com
Currently building: New lighting construction for baseball and soccer fields to NCAA standards.

CLEMSON UNIVERSITY

PROJECT HIGHLIGHTS



82 REMOTE PRO FIXTURES

49% ENERGY REDUCTION

75 FOOT CANDLES

1 CONTROL PRO PLUS

Clemson University has significantly enhanced the sports lighting at Historic Riggs Field using cutting-edge LED technology. This upgrade not only amplifies the fan experience with a vibrant atmosphere but also improves the venue's efficiency with increased light levels.

The better visibility benefits both players and spectators and even aids broadcast clarity. Complemented by a robust 10-year parts and labor warranty, this advancement reaffirms Clemson University's commitment to offering superior sporting conditions.

The LED upgrade at Riggs Field represents a balance of tradition and modern technology, demonstrating the university's dedication to top-tier sports environments.

"From beginning to end, our experience working with Premier Sports Lighting has been nothing short of exceptional. They were readily available and consistently fulfilled every promise they made. Their commitment to delivering exactly what they pledged has been truly commendable."

ERIC SABIN
SENIOR ASSOCIATE AD
CLEMSON UNIVERSITY

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MISSISSIPPI STATE UNIVERSITY

PROJECT HIGHLIGHTES



46 REMOTE PRO FIXTURES | **65%** ENERGY REDUCTION | **100/70** FOOT CANDLES | **1** CONTROL PRO PLUS

Mississippi State University has carried out a significant upgrade of the sports lighting system at the renowned Nusz Park, using the latest LED technology. This improvement is part of an overarching plan to transform Nusz Park into the premier softball stadium in the Southeastern Conference.

The enhanced lighting not only enriches the fan experience by creating a dynamic and vibrant atmosphere but also heightens the venue's efficiency with superior light levels. The advanced visibility enriches the experience for players, spectators, and even improves broadcast quality.

Solidifying this endeavor is a substantial 10-year parts and labor warranty, which signifies Mississippi State's commitment to excellence and durability. The LED upgrade at Nusz Park is a testament to the university's dedication to providing the ultimate sport's settings, blending tradition with state-of-the-art technology.

"Working with Premier Sports Lighting has been tremendous from start to finish. They were accessible and they delivered exactly what they said they were going to deliver. With the different controls, and the ability to "dance" the lighting system, it's one of those things I think fans will want to come to see and keep coming back for."

CHES FEDRICK
DIRECTOR, PLANNING, DESIGN, & CONSTRUCTION ADMINISTRATION
MISSISSIPPI STATE UNIVERSITY

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GEORGIA HIGHLANDS COLLEGE

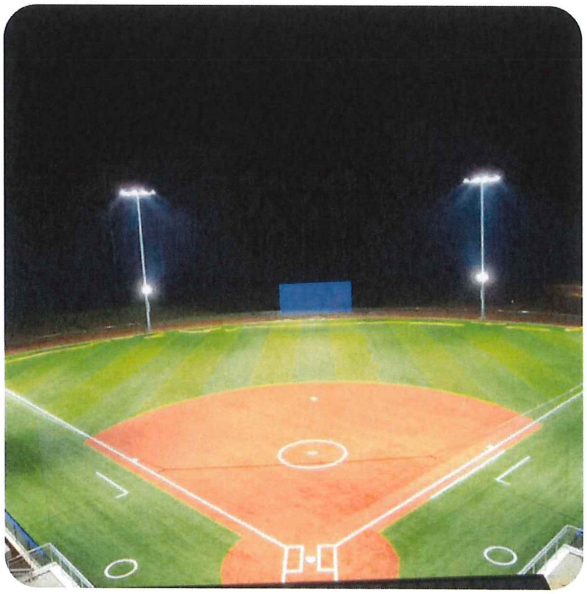
PROJECT HIGHLIGHTS



112 REMOTE PRO FIXTURES | **65%** ENERGY REDUCTION | **70/50** FOOT CANDLES | **1** CONTROL PRO PLUS

Georgia Highlands College recently took a significant stride towards enhancing their sports facilities by installing new state-of-the-art lighting systems in their baseball and softball stadiums. For the first time in the college's history, these fields are equipped with high-performance lighting that will improve visibility for players and enhance the spectator experience.

The move aligns with the college's commitment to promoting a thriving sports culture and providing top-notch facilities for athletes and fans alike. This step represents a monumental advancement in the sports infrastructure of the college, setting the stage for thrilling night-time games and paving the way for potential larger scale events and tournaments.



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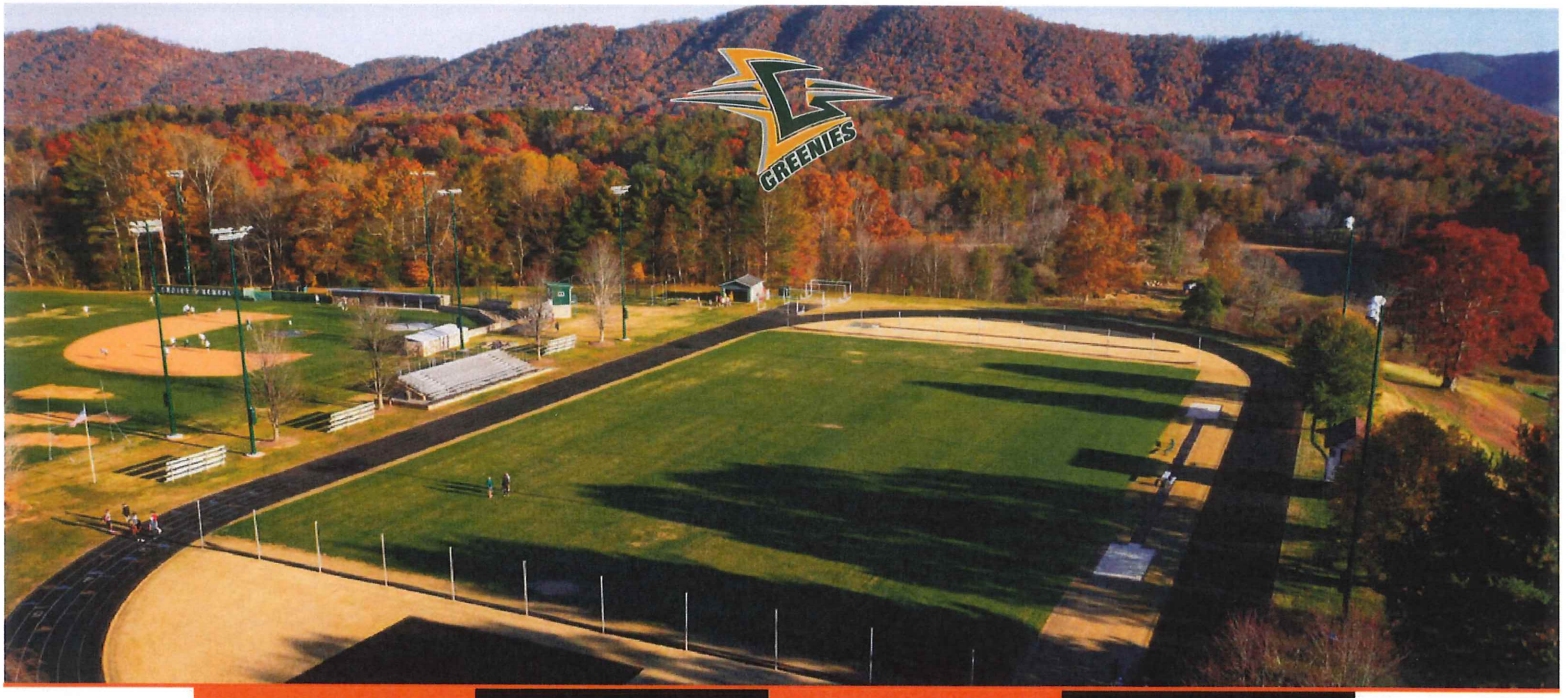
CHRIST SCHOOL

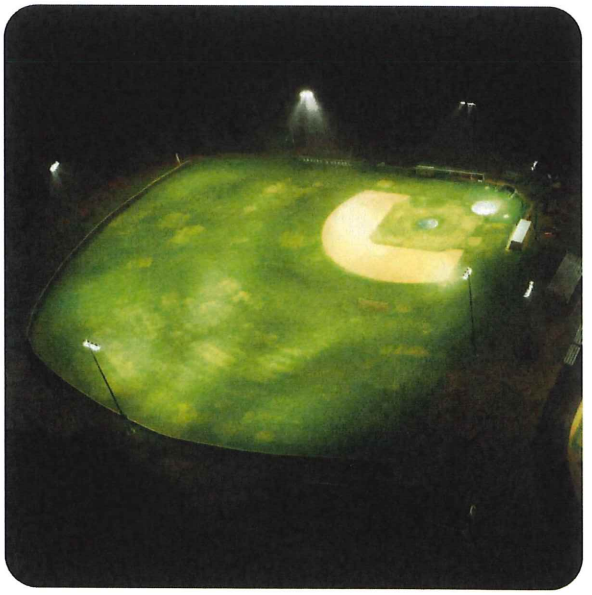
PROJECT HIGHLIGHTES



78 REMOTE PRO FIXTURES | **65%** ENERGY REDUCTION | **50** FOOT CANDLES | **1** CONTROL PRO PLUS

Christ School in Arden, NC, wanted to light their baseball and soccer/lacrosse fields for the very first time in their storied history. Christ School is located in Western North Carolina, which provides its own challenges with access to the site, which is 2,218 feet above seas level.

The Remote Pro 750W was utilized with great success. Each field meets the North Carolina High School lighting standards for its respective sports. The lighting now provides a year-round facility for its students and student-athletes to utilize.



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PIEDMONT COMMUNITY CHARTER

PROJECT HIGHLIGHTES



36 REMOTE PRO FIXTURES | **65%** ENERGY REDUCTION | **50** FOOT CANDLES | **1** CONTROL PRO PLUS

Piedmont Community Charter School recently made the transition to LED sports lighting, marking a significant milestone in its commitment to enhancing the school's athletic facilities and promoting sustainable practices. The newly installed state-of-the-art LED lighting system provides superior illumination for the sports fields and offers substantial energy savings, reflecting the school's dedication to environmental responsibility.

The switch to LED lighting has revolutionized the school's athletic program by enabling night-time games, creating opportunities for larger audiences, and enhancing the overall experience for both athletes and spectators. Additionally, the excellent visibility provided by these lights is anticipated to contribute positively to the performance of athletes and the safety of all users of the field.

"As Athletic Director, I've had the privilege to witness many improvements across our sports facilities, but the installation of these new LED sports lights truly stands apart. The illumination they provide is nothing short of magnificent; it's like daylight on the field even in the middle of the night. The enhancement they bring to both the players' performance and the spectators' experience is immeasurable.

TERRY RADFORD
DIRECTOR OF ATHLETICS
PIEDMONT COMMUNITY CHARTER HIGH SCHOOL

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ROCK SPRINGS ACADEMY

PROJECT HIGHLIGHTS



161 REMOTE PRO FIXTURES	65% ENERGY REDUCTION	50/30 FOOT CANDLES	1 CONTROL PRO PLUS

ROCK SPRINGS EAGLES
CHRISTIAN ACADEMY

The sports lighting project at Rock Springs Academy in Milner, Georgia, has been an extraordinary success, bringing about an economic boom to the county and establishing a permanent sports location for the school and church.

The project, spearheaded by Rock Springs Academy, involved the installation of cutting-edge sports lighting on the academy's softball and three baseball fields. This initiative has significantly enhanced the academy's sports programs and attracted athletes and sports enthusiasts from the local community and beyond.

Overall, the sports lighting project at Rock Springs Academy has been a resounding success, contributing to the economic growth of the county and providing a valuable asset for the school and church.

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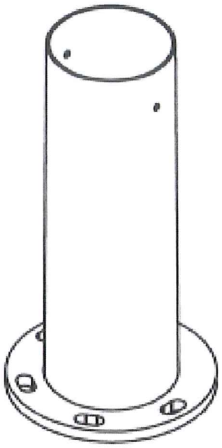
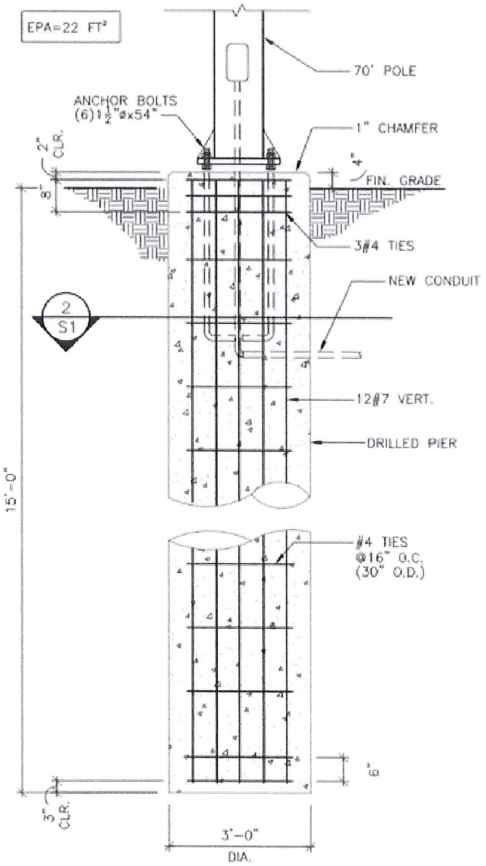
L. PRODUCT INFORMATION

ANCHOR STUB BASE





1 POLE PIER
SCALE: 3/8"=1'-0"

OVERVIEW

The stub anchor base is designed to accommodate a conical upper section that slip-fits over the 4-foot stub. This configuration enables preliminary alignment of the lighting system installed atop the pole.

FEATURES

- Anchor bolts allow for simple and easy leveling of the pole base.
- Typically, 4ft in height
- A thru-hole is 4in from the base plate and on the bottom of the middle shaft, allowing for assembly via come-along.
- Lifting holes accept load-rated steel rods provided by PSL.
- Utilizes a custom rebar cage per application

TECHNICAL SPECIFICATIONS

- Base dimensions vary.
  - For measurements, refer to the foundation drawing for this specific project.

CONSTRUCTION

- Concrete typically has a minimum compression strength of 3,000 PSI at 28 days.
- Designed to meet the 2015 International Building Code, ASCE7-10, and ACI Building Code 318-11

QUALITY TEST

- Compressive Strength of Concrete
- Stamped by an engineer in the State it is installed.

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GALVANIZED STEEL POLE



OVERVIEW

The galvanized steel pole is designed to slip-fit together with the anchor base stub assembly.

FEATURES

- The slip-fit connection allows for pole assembly with come-alongs
- Wire access from inside the pole (no exposed wires to the elements
- Pole shipped in sections for easy off-loading
- Labeled per pole ID for easy location on the field
- Pole cap with air terminal mounting

TECHNICAL SPECIFICATIONS

- Pole dimensions vary. For measurements, refer to the pole drawings for this specific project.

CONSTRUCTION

- Pole designs comply with ASTM and IBC codes
- High-strength, tapered round steel pole
- Hot-dip galvanized inside and outside after fabrication to ASTM-A123 standards.
- Ground lug at base
- Wire harness strain relief provided per NEC

QUALITY TEST

- Bending test (periodically)
- Minimize galvanizing thickness
- Straightness measurement

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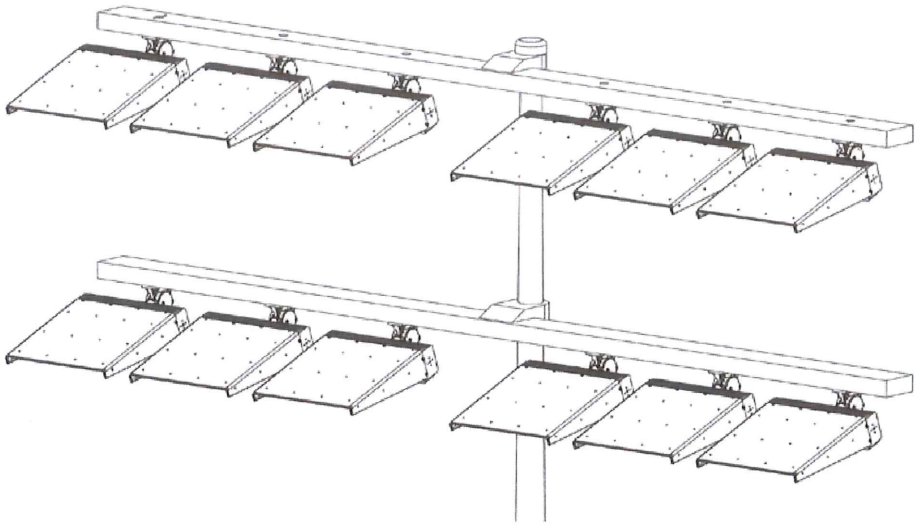
POLE TOP ASSEMBLY



OVERVIEW

The factory-aimed and built pole-top luminaire assembly bolts or straps to the top of the sports pole, whether concrete or steel.

FEATURES

- Each luminaire is factory-built, tested, and ships assembled to cross arm.
- Luminaires are factory-aimed to one-tenth degree of accuracy.
- Bolting to new pole utilizes 5/8" DA Bolts.
- Strapping to an existing pole utilizes 1-1/2" stainless steel straps.
- All luminaires are factory-wired to a quick-connect harness for easy installation.
- Labels identify pole and luminaire locations.
- No exposed wiring or conduit.

CONSTRUCTION

- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards.
- All aluminum components are powder-coated or anodized to mil-A-8625F and BS 5599.
- The luminaire and knuckle mount are powder-coated die-cast aluminum.
- All stainless steel fasteners are passivated and coated.
- Crossarms are constructed of rectangular steel tubing.

QUALITY TEST

- Electrical continuity.
- Burn test with enclosure.

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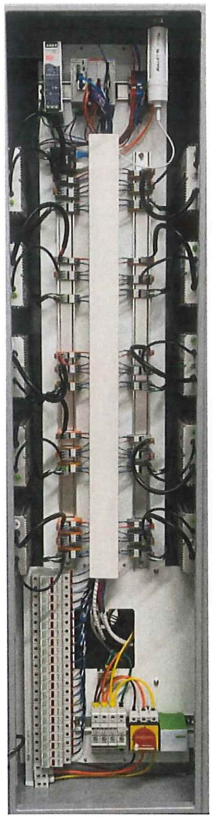
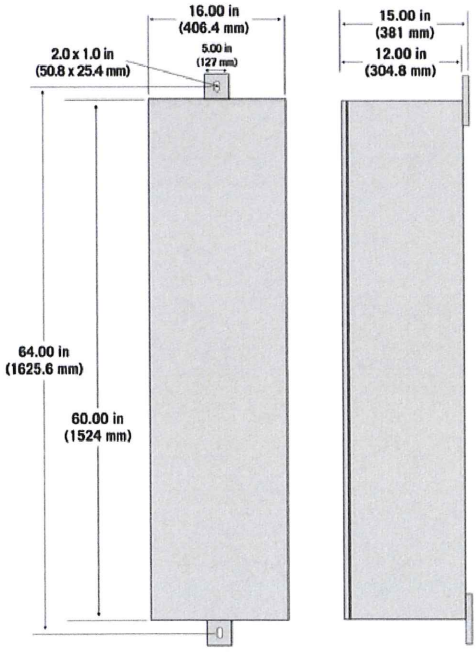
ELECTRICAL ENCLOSURE





OVERVIEW

The Remote Pro™ System from Premier Sports Lighting represents a superior, high-grade lighting solution designed for professional-grade sports lighting installations. The inclusion of our innovative remote driver system facilitates effortless access to key components, requiring nothing more than a compact step ladder. This effectively eliminates the need for pole-top maintenance, signifying a notable advancement in lighting technology maintenance protocols.

FEATURES

- Factory-built and tested as a unit
- Quick connect plugs for easy field repair
- Mounted 10ft above grade for easy serviceability
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Rotary Disconnect per circuit

TECHNICAL SPECIFICATIONS

- Constructed of aluminum and powder-coated 2mils
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 60° C (140° F) ambient temperature
- Aluminum lift-off hinges for easy access to the interior of the enclosure
- Stainless steel lockable latches
- Meets touch-safe standards
- Approximate weight: <125 lbs. fully assembled

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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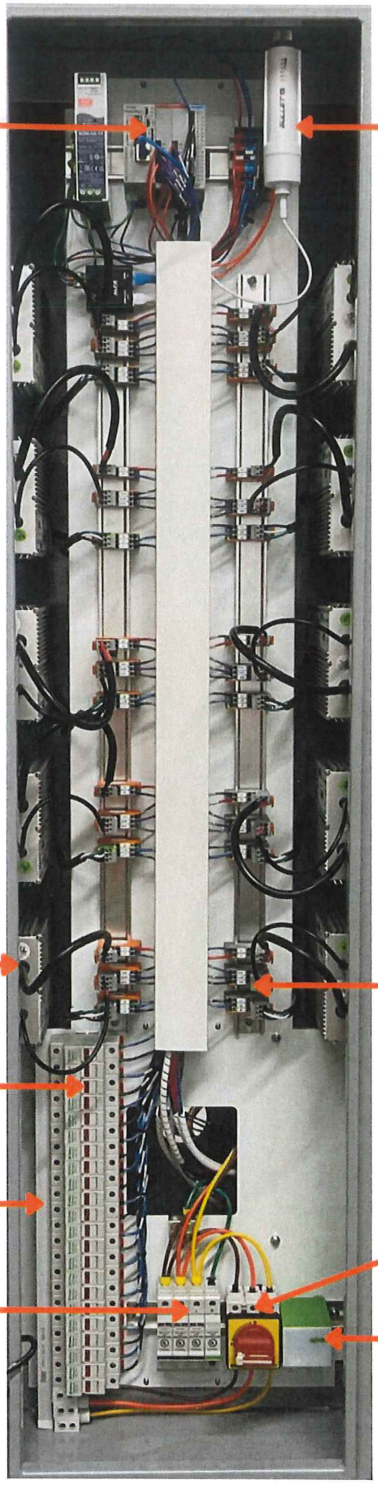
ELECTRICAL ENCLOSURE



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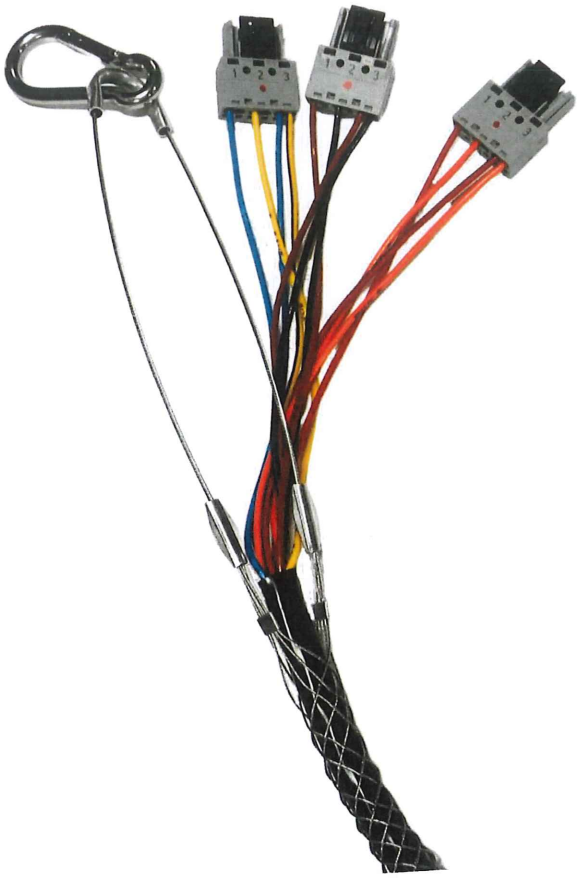
POLE LENGTH HARNESS



OVERVIEW

Factory-built wire harness connects the electrical enclosure to our cross-arm assemblies.

FEATURES

- Wago® Cage Clamp® connectors (Male & Female)
- Locking lever on connector to prevent loose connection
- 100% protected against mismating
- Stainless steel cable support grip
- Stainless steel carabiner to alleviate strain on connections
- All internal wiring, no exposed wires to the elements

CONSTRUCTION

- UL Type TC-ER, PVC/Nylon/PVC, Unshielded, 600V
- UL 1581 Compliance
- ICEA S-95-658 Compliance
- UL 1277 Type TC-ER for 3 or more conductors
- UL File # E57179
- Internal cable support grip with carabiner
- Each harness supports up to (6) luminaires
- #16 AWG 12C for up to six luminaires
- #16 AWG 8C for up to four luminaires
- Jacket: lead-free, flame-retardant, sunlight-resistant Polyvinyl Chloride (PVC)

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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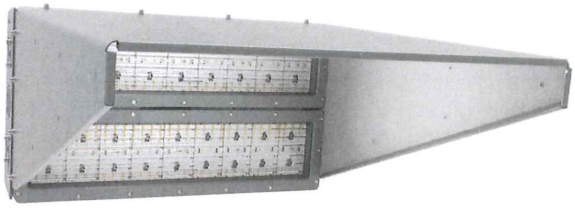
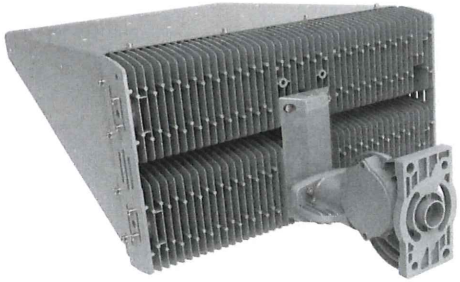
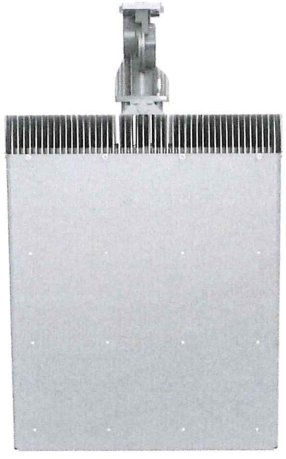
REMOTE PRO™ 1200W







Product Details

- 165,000+ lumen output
- Glare and cutoff control via TIR Optical System and Textured Visor
- Virtually eliminate maintenance with accessible components
- Industry-leading light source reliability with low drive current LEDs
- Wireless and/or Wired controls options to suit your needs

UL Listing Number	E520884
Delivered Lumens	Up to 165,864
Input Wattage	Up to 1200
Input Voltage	180 ~ 528VAC
Efficiency	Up to 138.07 lm/W
CRI	75 Typical, 74 minimum
Color Temperature (CCT)	5700K
Distribution	NEMA & Asymmetrical
Dimming Range	Dim to Off, 10% to 100%
UL Ambient Temp. rating	-40°C to +45°C (-40°F to 113°F)
Usage	Indoor and Outdoor
Mounting	Custom Knuckle
Surge Protection	Each enclosure has 75kVa per line
Weight (luminaire)	55 lbs.
EPA (Effective Projected Area)	< 2.00 (sq. ft.)
Ingress Protection	IP67
Material & Finish	Die-cast aluminum, powder coated

3G VIBRATION CERTIFIED

DLC LISTED PREMIUM

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REMOTE PRO™ 1200W

ELECTRICAL PERFORMANCE DATA

PN	Input Voltage Range	Nominal Input Power	Input Current	Power Factor (>60%load)	THD (>60%)	Inrush (A2s)	Peak Inrush (A)
1200W	208V	1200	3.51A Max	0.98	≤ 5%	< 0.25	5.5A
	240V	1200	5.24A Max	0.97	≤ 6%	< 0.25	7.1A
	277V	1200	2.63A Max	0.98	≤ 6%	< 0.25	7.1A
	480V	1200	1.52A Max	0.97	≤ 7.5%	< 0.50	16.3A

OPTICAL PERFORMANCE DATA

Optic	NEMA Type	CRI	CCT	Delivered Lumens	Input Power	Lm/W	Beam Angle	Field Angle
Narrow	NEMA 3 17°	Typical 75	5700K	158,304	1,200	131.92	H 17.6° V 17.8°	H 34.1° V 36°
Medium	Asymmetrical 20° x 40°	Typical 75	5700K	164,256	1,200	136.88	H 31.6° V 17.7°	H 53° V 38.9°
Wide	Asymmetrical 40° x 80°	Typical 75	5700K	165,864	1,200	138.07	H 74.3° V 39.9°	H 123.6° V 81.5°

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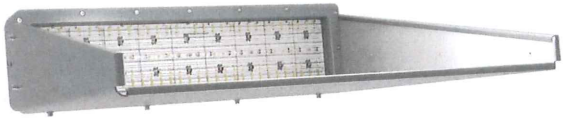
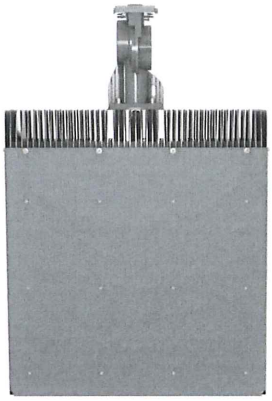
REMOTE PRO™ UPLIGHT 600



Product Details

- 82,500+ lumen output
- Glare and cutoff control via TIR Optical System and Textured Visor
- Virtually eliminate maintenance with accessible components
- Industry-leading light source reliability with low drive current LEDs
- Wireless and/or Wired controls options to suit your needs





UL Listing Number	E520884
Delivered Lumens	Up to 82,932
Input Wattage	Up to 600
Input Voltage	180 ~ 528VAC
Efficiency	Up to 138.07 lm/W
CRI	75 Typical, 74 minimum
Color Temperature (CCT)	5700K
Distribution	NEMA & Asymmetrical
Dimming Range	Dim to Off, 10% to 100%
UL Ambient Temp. rating	-40°C to +45°C (-40°F to 113°F)
Usage	Indoor and Outdoor
Mounting	Custom Knuckle
Surge Protection	Each enclosure has 75kVa per line
Weight (luminaire)	35 lbs.
EPA (Effective Projected Area)	< 1.2 (sq. ft.)
Ingress Protection	IP67
Material & Finish	Die-cast aluminum, powder coated

3G VIBRATION CERTIFIED

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REMOTE PRO™ UPLIGHT 600

ELECTRICAL PERFORMANCE DATA

PN	Input Voltage Range	Nominal Input Power	Input Current	Power Factor (>60%load)	THD (>60%)	Inrush (A2s)	Peak Inrush (A)
600W	208V	1200	3.25A Max	0.98	≤ 5%	< 0.25	5.5A
	277V	1200	2.25A Max	0.98	≤ 6%	< 0.25	7.1A
	480V	1200	1.37A Max	0.97	≤ 7.5%	< 0.50	16.3A

OPTICAL PERFORMANCE DATA

Optic	NEMA Type	CRI	CCT	Delivered Lumens	Input Power	Lm/W	Beam Angle	Field Angle
Narrow	NEMA 3 17°	Typical 75	5700K	79,152	600	131.92	H 17.6° V 17.8°	H 34.1° V 36°
Medium	Asymmetrical 20° x 40°	Typical 75	5700K	82,128	600	136.88	H 31.6° V 17.7°	H 53° V 38.9°
Wide	Asymmetrical 40° x 80°	Typical 75	5700K	82,932	600	138.07	H 74.3° V 39.9°	H 123.6° V 81.5°

3G VIBRATION CERTIFIED

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SURGE PROTECTION

Surge protection plays a vital role in maintaining the quality of LED sports lighting. Power surges, marked by sudden spikes in electrical voltage, can severely damage the intricate electronics within LED lighting systems. This not only risks the lifespan of the lighting fixtures but can also degrade the lighting quality, leading to uneven or subpar illumination. With the implementation of our surge protection, we can prevent such damage, ensuring that our lighting system continues to provide consistent, high-quality illumination necessary for your sporting events. Hence, surge protection is essential for both the longevity and performance of LED sports lighting.

Surge protection is essential for the longevity of LED sports lighting for several reasons:



PROTECTION VS POWER SURGES

LED sports lights are sensitive devices. Power surges, can cause immediate, irreversible damage.



PREVENT FREQUENT REPLACEMENTS

Surge protection helps to enhance the longevity of the lighting system by protecting them from electrical damage and reducing replacement.



MAINTAIN LIGHTING QUALITY

A power surges can deteriorate the performance of LED lights, leading to poor quality. Surge protection ensures the consistency of lighting performance.



SAFEGUARDING OTHER EQUIPMENT

Surge protectors shield LED sports lights and indirectly the entire connected electrical system from power surge damages.



ENSURING SAFETY

Electrical surges can result in sparking or even fires, posing a risk to the safety of the venue and its users. Using surge protectors can mitigate this risk, ensuring the overall safety of the sports facility.

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SURGE PRO™ SYSTEM



SERVICE ENTRANCE

PSL utilizes a 200kA surge suppressor, a robust and high-capacity device strategically installed at the main electrical service entrance panel, which effectively shields the entire electrical system downstream.



POLE PROTECTION

PSL utilizes Type 1 Surge Protection Devices (SPDs) at each electrical enclosure for branch circuits to safeguard components from transient overvoltage or surges by limiting the fault current to a load or the unit being protected.



DRIVER PROTECTION

Our drivers feature cutting-edge advancements in their design, incorporating built-in surge protection and over-temperature protection mechanisms, which ensure the extended longevity and reliability of the driver, offering enhanced durability and peace of mind to users.

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AERIAL CRANE



Cranes are essential for sports lighting construction. In recent years, aerial cranes, specifically helicopters, have emerged as an alternative to traditional ground-based cranes if your site has one or more of the following:

- **Less than ideal access to the site**
- **Access requires getting a crane onto the field, which has artificial turf.**
  - **It will require matting the field, which is highly labor-intensive.**
- **Mounting heights over 130ft.**

Our project scope includes helicopters lifting and placing poles without accessing the field.

No matting will be used because we will not touch your field.

PLAY THE GAME IN A BETTER LIGHT™

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M. DELIVERY

DELIVERY

The standard delivery time for Premier Sports Lighting is 18-20 weeks.

N. QUOTE

ASHEVILLE HIGH SCHOOL

10-Year Warranty

03/19/2024

Turn-Key Installation

Premier's Remote Pro™ LED system as described below and delivered to the job site:

- Remote Pro™ 1200w, 5700K, 75 CRI, luminaires
- Remote Pro™ Up-Light, 600w, 5700K, 75 CRI, luminaires
- Galvanized Steel Sports Lighting Anchor Base Poles
- All associated mounting hardware
- Remote driver enclosures – Factory built & tested in UL 508A panel shop
- Pole length wire harnesses – Factory built & tested in UL 508A panel shop
- Control Pro - remote control and monitoring system(s)
  - Actively monitors the health of the lighting system.
- Includes 10-year parts and on-site labor warranty.

Good - Integral $379,000.00
Better - Remote $416,000.00
Best - Remote with Theatrical Controls.....$429,000.00

This quote is good for 30 days.

Notes:

- Assumes a standard light grey finish on fixtures and enclosures.
- Product delivery to the site is 10-12 weeks after final submittal approval.
- Installation is estimated to take 3-4 weeks, depending on weather conditions.
- Sales Tax, Bonding, and Permits are NOT included in the quotation.

Terms:

- 50% down with purchase order
- 30% due upon delivery
- The remaining 20% is due on construction draws every two weeks.

Thank you again for the opportunity to provide you with this quotation. Please let me know if you have any questions concerning the quotation.

Sincerely,

Julie Galloway
Premier Sports Lighting, LLC
Phone: (800) 674.6058 or Mobile (704) 214-3709
E-mail: Julie@psl-sports.com

PLAY THE GAME IN A BETTER LIGHT™

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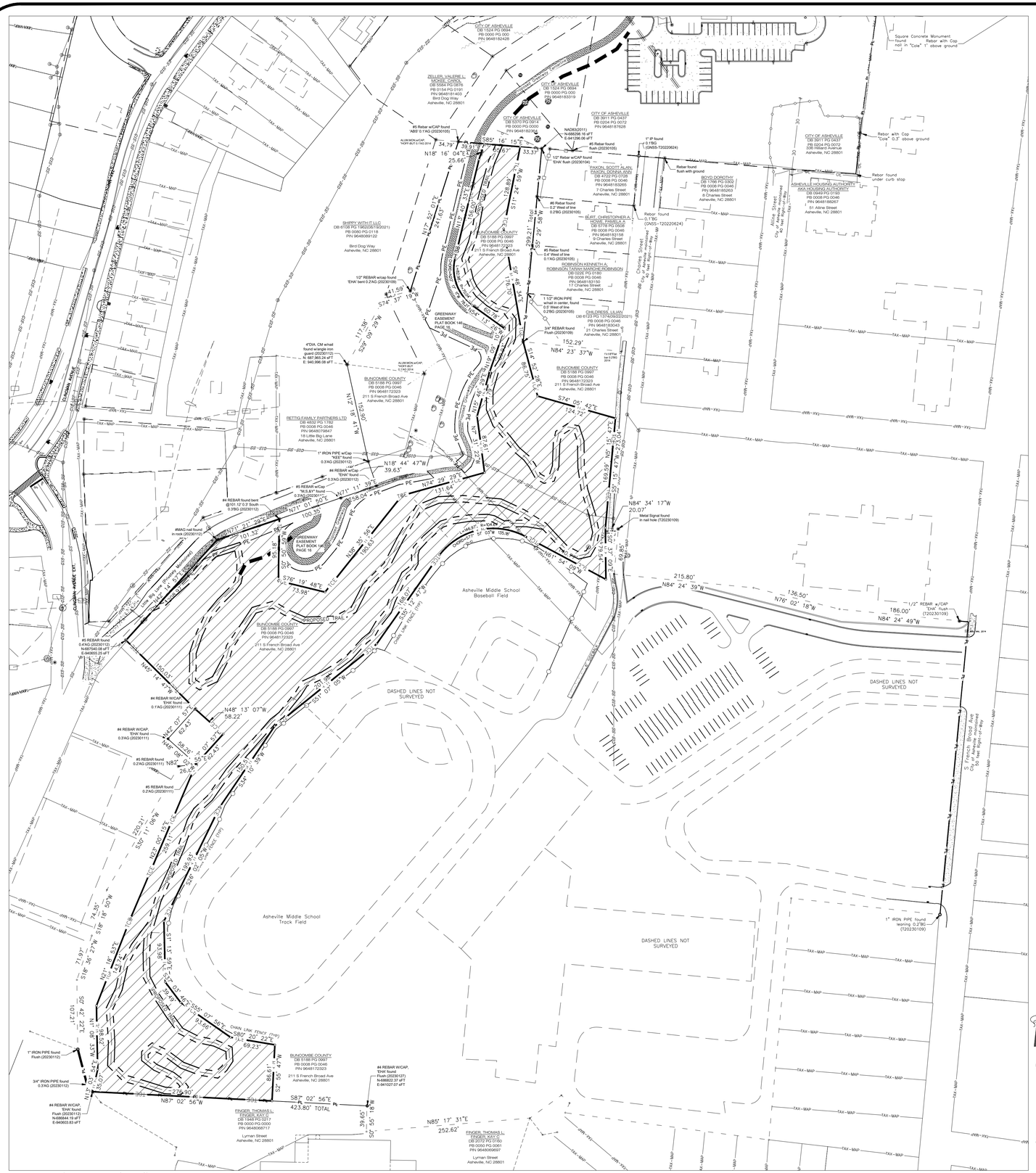
CITY OF ASHEVILLE
DB 1324 PG 0664
PB 0000 PG 000
PIN 9648182428
ZELLER, VALERIE L.
MCKEE, CAROL
DB 5324 PG 0874
PB 0154 PG 0191
PIN 9648181403
Bird Dog Way
Asheville, NC 28801
CITY OF ASHEVILLE
DB 5310 PG 0914
PB 0000 PG 0000
PIN 9648182362
CITY OF ASHEVILLE
DB 1324 PG 0664
PB 0000 PG 000
PIN 9648183310
CITY OF ASHEVILLE
DB 3911 PG 0437
PB 0004 PG 0072
PIN 9648187628
CITY OF ASHEVILLE
DB 3911 PG 0437
PB 0004 PG 0072
336 Hilliard Avenue
Asheville, NC 28801
ASHEVILLE HOUSING AUTHORITY
AKA HOUSING AUTHORITY
DB 0994 PG 0150
PB 0008 PG 0046
PIN 9648188267
51 Aldine Street
Asheville, NC 28801
SHIRPEY WITH IT LLC
DB 6708 PG 1190 (20210021)
PB 0080 PG 0118
PIN 9648589122
Bird Dog Way
Asheville, NC 28801
BUNCOMBE COUNTY
DB 5188 PG 0997
PB 0008 PG 0046
PIN 9648172323
211 S French Broad Ave
Asheville, NC 28801
PAXON, SCOTT ALAN
PAXON, DONNA ANN
DB 4122 PG 0728
PB 0008 PG 0046
PIN 9648183265
7 Charles Street
Asheville, NC 28801
BOYD DOROTHY
DB 1796 PG 0302
PB 0008 PG 0046
PIN 9648185263
8 Charles Street
Asheville, NC 28801
BUNCOMBE COUNTY
DB 5188 PG 0997
PB 0008 PG 0046
PIN 9648172323
211 S French Broad Ave
Asheville, NC 28801
BURT, CHRISTOPHER A.
HOWE, PAMELA A.
DB 5776 PG 0526
PB 0008 PG 0046
PIN 9648183149
21 Charles Street
Asheville, NC 28801
ROBINSON KENNETH A.
ROBINSON TARAH MARCHE ROBINSON
DB 6226 PG 0180
PB 0008 PG 0046
PIN 9648183150
Charles Street
Asheville, NC 28801
CHILDRESS, LILIAN
DB 6123 PG 1174(20220021)
PB 0008 PG 0046
PIN 9648183151
21 Charles Street
Asheville, NC 28801
BUNCOMBE COUNTY
DB 5188 PG 0997
PB 0008 PG 0046
PIN 9648172323
211 S French Broad Ave
Asheville, NC 28801
BETTING FAMILY PARTNERS LTD
DB 4822 PG 1782
PB 0008 PG 0046
PIN 9648270647
18 Little Big Lane
Asheville, NC 28801
Asheville Middle School
Baseball Field
Asheville Middle School
Track Field
DASHED LINES NOT
SURVEYED
PROPOSED TRAIL
GREENWAY
EASEMENT
PLAT BOOK 140
PAGE 10
CHAIN LINK FENCE (TYP)
CLAYTON AVENUE EXT.
Allina Street
City of Asheville maintained
40' feet Right-of-Way
Charles Street
City of Asheville maintained
40' feet Right-of-Way
S. French Broad Ave
City of Asheville maintained
Right-of-Way
#5 Rebar w/CAP found
"ABS" 0.1'AG (20230105)
ALLEN MCNAIR CAP
"NCPT 827.5 745.9914"
#6 Rebar found
0.2' West of line
0.28'G (20230105)
1/2" Rebar w/CAP found
"EHA" flush (20230104)
#5 Rebar found
flush (20230105)
Rebar found
flush with ground
Rebar found
0.1'BG
(GNSS-120220624)
Rebar with Cap
"Cole" 0.3' above ground
Rebar found
under curb stop
Square Concrete Monument
found Rebar with Cap
nail in "Cole" 1' above ground
NAD83(2011)
N:686098.16 sFT
E:841296.06 sFT
0" Ø found
0.1'BG
(GNSS-120220624)
1/2" REBAR w/CAP
"EHA" flush
(120230109)
1" IRON PIPE found
leaning 0.2'BC
(120230109)
1/2" REBAR w/CAP
"EHA" flush
(120230109)
Metal Signal found
in nail hole (120230109)
#4 REBAR w/CAP,
"EHA" flush
(20230127)
N:686822.37 sFT
E:841027.67 sFT
#4 REBAR w/CAP,
"EHA" found
0.3'AG (20230112)
#5 REBAR w/Cap
"MLS-ILY" found
0.3'AG(20230112)
#4 REBAR found bent
@101.12'0.3' South
0.3'BG (20230112)
#MAG nail found
in rock (20230112)
#5 REBAR found
0.4'AG (20230112)
N:687540.08 sFT
E:840655.25 sFT
#4 REBAR W/CAP,
"EHA" found
0.3'AG (20230111)
#5 REBAR found
0.2'AG (20230111)
#4 REBAR W/CAP,
"EHA" found
0.3'AG (20230112)
#4 REBAR W/CAP,
"EHA" found
Flush (20230112)
N:687540.08 sFT
E:840655.93 sFT
1" IRON PIPE found
Flush (20230112)
3/4" IRON PIPE found
0.3'AG (20230112)
1" IRON PIPE w/Cap
"KES" found
0.3'AG (20230112)
1/2" REBAR w/cap found
"EHA" flush 0.2'AG (20230109)
4"DIA. CM whall
found triangle iron
guard (20230112)
N: 687,950.24 sFT
E: 840,996.08 sFT
1/2" IRON PIPE
w/nail in center, found
0.5' West of line
0.28'G (20230105)
3/4" REBAR found
Flush (20230109)
ALLEN MCNAIR
w/CAP
"LTAS 870"
1.74'E
1.65'
N74° 37' 19"W
117.58'
S39° 09' 29"W
S74° 37' 19"E
152.29'
N84° 23' 37"W
S74° 05' 42"E
124.72'
N84° 34' 17"W
20.07'
215.80'
N84° 24' 39"W
136.50'
N76° 02' 18"W
186.00'
N84° 24' 49"W
N18° 16' 04"E
25.66'
S85° 16' 15"E
33.37'
N17° 32' 01"E
241.63'
S11° 24' 59"W
292.21' Total
S55° 29' 58"W
129.89'
N18° 44' 47"W
39.63'
N74° 29' 29"E
131.64'
N71° 11' 39"E
58.04' PE
N71° 01' 55"E
100.35'
N71° 21' 22"E
101.32'
S76° 19' 48"E
73.98'
N18° 44' 47"W
100.03'
N48° 13' 07"W
58.22'
N48° 13' 07"W
62.43'
N82° 02' 56"E
60.44'
N82° 02' 56"E
26.05'
S34° 10' 39"W
S30° 11' 06"W
220.21'
N82° 02' 56"E
209.11'
S18° 18' 30"W
74.85'
S18° 36' 27"W
71.92'
N21° 16' 43"E
S71° 11' 39"E
S71° 11' 39"E
S80° 20' 22"E
69.23'
S87° 02' 56"E
423.80' TOTAL
N87° 02' 56"W
219.90'
N3° 08' 33"W
107.21'
N3° 08' 33"W
38.85'
N3° 08' 33"W
39.85'
S5° 57' 27"E
N85° 17' 31"E
252.62'
S5° 57' 27"E
69.85'
S5° 57' 27"E
S5° 57' 27"E
S5° 57' 27"E

THE ASHEVILLE CITY BOARD OF EDUCATION
RESOLUTION TO BUNCOMBE COUNTY COMMISSIONERS
RECOMMENDING GRANTING EASEMENT TO CITY OF ASHEVILLE
FOR BACOATE BRANCH TRAILS

April 15, 2024

WHEREAS, the City of Asheville (the "City") seeks to acquire an easement through a portion of the Asheville Middle School property as part of its Bacoate Branch Trail (the "Trail");

WHEREAS, a map of the proposed easement area is attached hereto;

WHEREAS, Buncombe County (the "County") is the owner of record of the Asheville Middle School property pursuant to G.S. 153A-158.1(c) and must agree to grant the easement for the Trail;

WHEREAS, the County has asked that the Asheville City Board of Education (the "BOE") provide its recommendation regarding granting the easement;

WHEREAS, the easement may be granted upon such terms and conditions as the City, County, and BOE deem wise pursuant to G.S. 160A-274; and

WHEREAS, the Trail will provide public access for recreational enjoyment including walking and biking;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Asheville City Board of Education recommends and requests that Buncombe County grant an easement to the City of Asheville covering the easement areas shown on the attached map and plat to be provided for the purpose of permitting the Trail to be constructed.

READ, APPROVED AND ADOPTED THIS 15TH DAY OF APRIL, 2024.

_____

George Sieburg, Chairman, on behalf of the

Asheville City Board of Education