



Metropolitan Sewerage District

OF BUNCOMBE COUNTY, NORTH CAROLINA

MSD BOARD
MEETING NOTICE
August 18, 2021 @ 2:00 PM

You may join meeting by dialing in:

United States (Toll Free): 1 866 899 4679

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~Protecting Our Natural Resources~

MSD

Regular Board Meeting

Metropolitan Sewerage District
of Buncombe County, NC

AGENDA FOR 8/18/2021

✓	Agenda Item	Presenter	Time	
	Call to Order and Roll Call	VeHaun	2:00	
	01. Inquiry as to Conflict of Interest	VeHaun	2:10	
	02. Approval of Minutes of the July 21, 2021 Board Meeting	VeHaun	2:15	
	03. Discussion and Adjustment of Agenda	VeHaun	2:20	
	04. Introduction of Guests	VeHaun	2:25	
	05. Informal Discussion and Public Comment	VeHaun	2:30	
	06. Report of General Manager	Hartye	2:35	
	07. Report of Committees	Hartye	2:40	
	a. Personnel Committee – July 27, 2021	Bryson		
	08. Consolidated Motion Agenda	Hartye	2:45	
	a. Consideration of Bids - Bryson Street Rehabilitation	Hartye		
	b. Consideration of Equipment Purchase – Incinerator Polymer System Replacement	Hartye		
	c. Consideration of Developer Constructed Sewer Systems – Bee Tree Road; Lower Grassy Branch Ph. II; Riceville Road Subdivision; US-74A Commercial Sewer Extension	Hartye		
	d. Consideration of Bids – Sodium Hypochlorite Contract FY22	Hartye		
	e. Cash Commitment/Investment Report – Month ended June, 2021	Powell		
	f. Fourth Quarter Budget to Actual Review – FY2021	Powell		
	g. Consideration of FY2022 Budget Amendment for Fleet Replacement	Powell		
	h. Reimbursement Resolution for Bond Projects	Powell		
	09. Consideration of Contract for Design Services – Weaverville Pump Station Replacement	Hartye	2:55	
	10. Old Business	VeHaun	3:10	
	11. New Business:	VeHaun	3:15	
	12. Adjournment: (Next Meeting 9/15/21)	VeHaun	3:20	
	STATUS REPORTS			

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT

August 18, 2021

1. Call to Order and Roll Call:

The regular monthly meeting of the Metropolitan Sewerage District Board was held on Wednesday, August 18, 2021 at 2 PM. Due to the Covid-19 virus, Board Members and some staff attended the meeting both in person and remotely, using the "Go To Meeting" software application. Attendance was available via web access or telephone. Members of the public were able to access the meeting as well. Chairman Vebaun presided with the following members either in person or present via internet or telephone access: Bryson, Kelly, Manheimer, Pelly, Pennington, Pressley, Valois, Watts, Whitesides and Wisler. Ashley, Franklin and Lapsley were absent.

Others present either in person, via internet or telephone access were William Clarke, General Counsel; Forrest Westall, McGill Associates; Marcus Jones with Cane Creek; Tom Hartye, Ed Bradford, Scott Powell, Pam Thomas, Matthew Walter, Steven Briggs and Pam Nolan, MSD.

2. Inquiry as to Conflict of Interest:

Mr. VeHaun asked if there were any conflicts of interest with the agenda items. No conflicts were reported.

3. Approval of Minutes of the July 21, 2021 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the July 21, 2021 Board Meeting. Mr. Watts moved for approval of the minutes. Mr. Kelly seconded the motion. Voice vote was unanimous.

4. Discussion and Adjustment of Agenda:

None.

5. Introduction of Guests:

None.

6. Informal Discussion and Public Comment:

None.

7. Report of General Manager:

Mr. Hartye reported that MSD is back to wearing masks indoors.

Mr. Hartye reported that attached is an email from Jane Roman Pitt of Lakeview Road. Thanks to RL Haynes, Doug Dockery, Billy Cantrell, Robert Denny, Boyce Lunsford, Mitchell Nash, and Elias Solorio.

Mr. Hartye reported that Ms. Louis Soloman of Euclid Boulevard called to express her appreciation for Wayne Rice and his quick response and good work getting her problem fixed.

Mr. Hartye thanked Roger Edwards and Cassandra McKnight for putting together the System Performance Annual Report (SPAR). This report may be found at <http://www.msdbc.org/documents/SPAR2021.pdf>. He encouraged Board Members to review this information.

Mr. Hartye reported that the August Right of Way Committee Meeting has been cancelled. The next Right of Way Committee meeting will be held on September 22, 2021 at 9 am. The regular September Board meeting will be cancelled. The next regular Board Meeting will be held on October 20, 2021 at 2 pm.

8. Report of Committees:

a. Personnel Committee – July 27, 2021

Ms. Bryson reported that the Personnel Committee met on July 27, 2021. Mrs. Thomas and Mr. Hartye's presentation was informative and there was also a very good question and answer period. With recent policy changes at Federal and State level, MSD surveyed other local agencies related to Holidays and accrual of Annual Leave. Based on survey results, MSD Staff recommended that the Personnel Committee approve the following with the effective date of July 1, 2021. MSD currently gets 11 paid holidays with Veterans Day as an option. By adding Veterans Day and Juneteenth to the current holiday schedule, with approval, MSD will observe 13 holidays each year going forward. MSD currently allows 20 days of annual leave for employees who have 10+ years of service. Staff recommends adding 5 days to annual leave accrual for employees with 20 or more years of service. This would allow all staff with more than 20 years of service 25 days of annual leave per year. Motion was made, seconded and Personnel Committee approved the motion. Also, a motion was made to increase Mr. Hartye's salary by 3.5% effective July 1, 2021. Motion was seconded and Personnel Committee approved the motion. She added that there was no pay increase last year.

With no further discussion, Mr. VeHaun called for a motion to approve the Personnel Committee recommendations. Ms. Wisler moved. Mr. Watts seconded the motion. Roll call vote was as follows: 11 ayes, 0 nays.

9. Consolidated Motion Agenda:

a. Consideration of Bids – Bryson Street Rehabilitation:

Mr. Hartye reported that this project is located near Biltmore Village and consists of replacing a problematic four-inch PVC line which has both structural and grade issues. This has triggered many backups in the area businesses. The project is comprised of approximately 611 LF of 8-inch DIP. The contract was advertised and four bids were received on July 22, 2021 as follows: Appalachian Sitework, Inc. in the amount of \$418,025.75 (Proposal form not included, bid rejected); Hyatt Pipeline LLC in the amount of \$384,714.50; TP Howard's Plumbing Company in the amount of \$372,000.00 and Terry Brothers Construction Company in the amount of \$309,630.00. The apparent low bidder

is Terry Brothers Construction Company with a bid amount of \$309,630.00. The FY21-22 Construction Budget for this project is \$415,000.00. Staff recommends award of this contract to Terry Brothers Construction Company in the amount of \$309,630.00, subject to review and approval by District Counsel.

b. Consideration of Equipment Purchase – Incinerator Polymer System Replacement:

Mr. Hartye reported that prior to feeding sludge to the incinerator it must be dewatered. Polymer is an integral part of this process. It is added to the sludge prior to being dewatered using the belt filter presses. The original polymer system was first installed in the 1980's and has reached the end of its functional life. This project will replace the existing polymer system with new equipment which has greater capacity for future needs. The equipment will be purchased directly, and District mechanics and electricians will install the new system. The equipment purchase was advertised and two bids were received on July 29, 2021. The low bid from VeloDyne Systems in the amount of \$272,630.00 did not include a Proposal, Bid Form, Certificate of Insurance or Non-Collusive affidavit; therefore, the bid was rejected. The apparent low bidder is UGSI Chemical Feed Solutions in the amount of \$297,000.00. District Staff has made themselves familiar with UGSI Chemical Feed Solutions installations and found their equipment to be competent. Staff recommends purchase of the polymer system equipment from UGSI Chemical Feed Solutions in the amount of \$297,000.00, subject to review and approval by District Counsel.

c. Consideration of Developer Constructed Sewer Systems – Bee Tree Road; Lower Grassy Branch Ph. II; Riceville Road Subdivision; US-74A Commercial Sewer Extension:

Mr. Hartye reported that the Bee Tree Road project is located in Buncombe County and included extending approximately 235 linear feet of 8-inch public gravity sewer to serve 6 residential units.

Mr. Hartye reported that the Lower Grassy Branch Phase II project is located in Buncombe County and included extending approximately 254 linear feet of 8-inch public gravity sewer to serve 12 residential units.

Mr. Hartye reported that the Riceville Road Subdivision project is located in Buncombe County and included extending approximately 146 linear feet of 8-inch public gravity sewer to serve 7 residential units.

Mr. Hartye reported that the US-74A Commercial Sewer Extension project included extending approximately 266 linear feet of 8-inch public gravity sewer to serve the 4 commercial/office units for this development.

Staff recommends acceptance of the aforementioned developer constructed sewer systems. All MSD requirements have been met.

d. Consideration of Bids – Sodium Hypochlorite Contract FY22:

Mr. Hartye reported that the Water Reclamation Facility (WRF) is required to disinfect the effluent prior to discharge to the French Broad River. Liquid sodium hypochlorite is used for this purpose. Two bids were received and the bid opening was held on July 15, 2021. Oltrin was the lowest bidder at \$0.84/gallon and agrees to hold their price firm for the total year contract irrespective of market changes. MSD Staff feels comfortable with both the quality of the chemicals and the customer service supplied by Oltrin. This is a unit price contract and based on \$0.84/gallon, would be \$168,000.00, which is within levels budgeted by the WRF. Staff recommends that the Board award the contract for the supply of Sodium Hypochlorite to Oltrin at a unit price of \$0.84 per gallon.

e. Cash Commitment Investment Report – Month ended June, 2021:

Mr. Powell reported that Page 38 presents the makeup of the District's Investment Portfolio. There has been no significant change in the makeup of the portfolio from the prior month. Page 39 presents the MSD Investment Manager's report as of the month of June. The weighted average maturity of the investment portfolio is 42 days and the yield to maturity is 0.03%. Page 42 presents the District's Variable Debt Service Report. The 2008A Series Bond is performing at budgeted expectations. As of the end of July, this issue has saved the District rate payers approximately \$6.8 million in debt service.

f. Fourth Quarter Budget to Actual Review – FY2021:

Mr. Powell reported that Page 45 gives the details of the Budget. Domestic and Industrial Revenue are above budgeted expectations. Staff believes Domestic User Fee variance will end up around 104% when June accounts receivable data is received from its Member Agencies in September. Facility and Tap Fees are above budgeted expectations. This is due to the District receiving \$2.3 Million from various developments. Interest and miscellaneous income are below budgeted expectations. Actual short-term interest rates did not meet anticipated yields for the fiscal year. O&M expenditures are at 92.2% of budget. This amount may vary slightly from audited numbers due to final accruals for the fiscal year. Bond principal and interest and other long-term obligations are at budgeted expectations. Capital Project Expenditures are at approximately 72% of budget. This reflects delays in the plant project due to the fire in November 2020 and Norfolk Southern right of way issues. All unexpended funds have been included in the FY2022 Budget.

g. Consideration of FY2022 Budget Amendment for Fleet Replacement:

Mr. Powell reported that on December 16, 2020, the Board approved the purchase of a tanker truck chassis. Due to impact of COVID-19 on supply chains, the chassis has been delayed until September, 2021. As such, Staff recommends amending the Fleet and Heavy Equipment Fund in the amount of \$150,000. This amount will cover expenditures which were appropriated last year.

h. Reimbursement Resolution for Bond Projects:

Mr. Powell reported that to be in compliance with IRS Regulations concerning tax-exempt financing, all expenditures made with non-MSD bond funds and to be reimbursed from MSD bond funds must be properly identified and authorized. The proposed reimbursement resolution identifies major projects intended to be solely or substantially financed by bonds anticipated to be issued in FY2024. Board approval is required to obtain the tax-exemption of interest paid on MSD bonds by authorizing reimbursement from bond proceeds of the expenditures for the attached project listing.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Kelly moved; Mr. Watts seconded the motion. Roll call vote was as follows: 11 ayes, 0 nays.

10. Consideration of Contract for Design Services – Weaverville Pump Station Replacement:

Mr. Hartye reported that the Weaverville Pump Station system serves the Reems Creek basin, which includes the Town of Weaverville and surrounding areas in northern Buncombe County. This system was first installed in the mid 1980's in order to eliminate a treatment plant which discharged directly to Reems Creek. The system is comprised of two pump stations and approximately 20,000 LF of force main. Due to the current and projected growth within this basin, the system is reaching the end of its functional life and must be upgraded. In accordance with General Statutes, the District advertised a Request for Qualifications for the design phase of this project and received responses from CDM Smith, Highfill Infrastructure Engineering, and McGill Associates. The selection committee objectively rated various aspects of each firm based on their capabilities, experience, and staffing as relevant to this particular project. CDM Smith had the highest overall score and is the most qualified engineering consultant to complete the design for this project. CDM Smith has worked effectively on many projects with the District. After receiving an initial proposal for CDM Smith's engineering design fee, District Staff negotiated a reduced fee in the amount of \$969,658.00. The preliminary construction cost estimate for this project is \$9.5 Million. A Capital Project Ordinance for this item is attached due to the significant expenditures crossing multiple fiscal years. Also attached is CDM Smith's Scope of Services for this project. Staff recommends the District enter into an engineering design contract with CDM Smith in the amount of \$969,658.00 and the approval of the attached Capital Project Ordinance, subject to review and approval by District Counsel.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Watts moved; Mr. Pressley seconded the motion. Roll call vote was as follows: 11 ayes, 0 nays.

11. Old Business:

None.

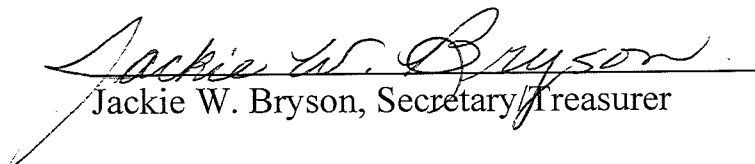
12. New Business:

Mr. Kelly asked Mr. Hartye for an update on any activities revolving around the rain and flooding yesterday. Mr. Hartye reported that the treatment plant faired very well thanks to the recent installation of surge tanks at the plant. The flow was upwards of 75 mgd at the peak yesterday so we had to shave that off and put that into the surge tanks to keep things flowing. However, the system gets a lot of damage during these flood events with all of the washouts from the streams and that sort of thing. There was a big oak tree that went down in Biltmore Forest and the roots pulled up one of our lines. There was a wash out on a stream bank on Beaverdam that encumbered a line. Staff will be finding these issues for the next 24 – 36 hours. A lot of MSD lines run along streambanks and when the streambanks erode away in a major event like this damage does occur. He stated that he hasn't heard the full litany of it yet but there is probably going to be a fair amount of issues with the smaller lines. In general, the plant and interceptors were fine.

Mr. Pennington stated that County Staff was currently out running damage assessment with Emergency Management. The usual suspects are where you would expect such as the Swannanoa. Hit particularly hard were Enka-Candler and over in Canton. There is a lot of damage everywhere. Unfortunately, what they are hearing is that some of the areas are as bad as they were in 2004.

13. Adjournment:

With no further business, Mr. VeHaun called for adjournment at approximately 2:26 pm.


Jackie W. Bryson, Secretary/Treasurer

MSD

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	STATUS REPORTS		

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT
July 21, 2021

1. Call to Order and Roll Call:

The regular monthly meeting of the Metropolitan Sewerage District Board was held in the Boardroom of MSD's Administration building on Wednesday, July 21, 2021, at 2 pm. Chairman Vahaun presided with the following members present: Bryson, Franklin, Kelly, Lapsley, Manheimer, Pelly, Pennington, Valois, Watts, Whitesides and Wisler. Ashley and Pressley were absent.

Others present: William Clarke, General Counsel; Joseph Martin with Woodfin Sanitary Water & Sewer District; Tom Hartye, Ed Bradford, Scott Powell, Ken Stines, Spencer Nay and Pam Nolan, MSD.

2. Election of Officers:

Mr. VeHaun called for nominations for Chair of the MSD Board. Mr. Kelly nominated Mr. VeHaun as Chair. Mr. Watts seconded the nomination. With no further nominations Mr. VeHaun called for a motion that nominations be closed and that, by acclamation, Mr. VeHaun be elected as Chair of the MSD Board for 2021-2022. Mr. Watts moved and Mr. Whitesides seconded the motion. Voice vote in favor of the motion was unanimous.

Mr. VeHaun called for nominations for Vice Chair of the MSD Board. Ms. Bryson nominated Mr. Kelly. Mr. Whitesides seconded the nomination. Mr. VeHaun called for further nominations. With no further nominations, Mr. VeHaun called for a motion that nominations be closed and that, by acclamation, Mr. Kelly be elected as Vice Chair of the MSD Board for 2021-2022. Mr. Watts made the motion. Ms. Wisler seconded the motion. Voice vote in favor of the motion was unanimous.

Mr. VeHaun nominated Ms. Bryson for re-appointment as Secretary/Treasurer of the MSD Board for 2021-2022. Voice vote in favor of Ms. Bryson's re-appointment was unanimous.

3. Inquiry as to Conflict of Interest:

Mr. VeHaun asked if there were any conflicts of interest with the agenda items. No conflicts were reported.

4. Approval of Minutes of the June 9, 2021 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the June 9, 2021 Board Meeting. Mr. Kelly moved for approval of the minutes as presented. Mr. Whitesides seconded the motion. Voice vote in favor of the motion was unanimous.

5. Discussion and Adjustment of Agenda:

None.

6. Introduction of Guests:

Mr. VeHaun welcomed Mr. Martin from Woodfin Sanitary Water & Sewer District.

7. Informal Discussion and Public Comment:

None.

8. Report of General Manager:

Mr. Hartye reported that attached is a kudos from Ed King regarding MSD's System Performance Annual Report (SPAR).

Mr. Hartye reported that attached are several AC-T (Answer Man) columns regarding portals, fatbergs, and grease.

Mr. Hartye reported that the Personnel Committee will meet on July 27th at 10 am. The July Right of Way Committee has been cancelled. The next Right of Way Committee Meeting will be held on August 25th at 9 am. The next regular Board Meeting will be held on August 18th at 2 pm.

9. Report of Committees:

a. Planning Committee – June 29, 2021

Mr. Pelly reported that the Planning Committee met on June 29, 2021 and voted to endorse the Candler Sewer Extension Project to the full Board and move forward with budgeting and resources once Buncombe County secures the required funding and an agreement between MSD and Buncombe County has been executed. There were no questions.

10. Consolidated Motion Agenda:

a. Consideration of Developer Constructed Sewer Systems – Birch Lane; Center & Fern Street; River Tahk; Terraces @ Reynolds Mountain Ph. 2; Terraces @ Reynolds Mountain Ph. 3; TRU by Hilton; Twin Oaks; West Keesler:

Mr. Hartye reported that the Birch Lane project is located in the City of Asheville and included extending approximately 876 linear feet of 8-inch public gravity sewer to serve 26 residential units.

Mr. Hartye reported that the Center & Fern Street project is located in the City of Asheville and included extending approximately 62 linear feet of 8-inch public gravity sewer to serve 8 residential units.

Mr. Hartye reported that the River Tahk project is located in the City of Asheville and included extending approximately 198 linear feet of 8-inch public gravity sewer to serve 10 residential units.

Mr. Hartye reported that the Terraces @ Reynolds Mountain Phase 2 project is located in the Town of Woodfin and included extending approximately 150 linear feet of 8-inch public gravity sewer to serve 8 residential units.

Mr. Hartye reported that the Terraces @ Reynolds Mountain Phase 3 project is located in the Town of Woodfin and included extending approximately 348 linear feet of 8-inch public gravity sewer to serve 8 residential units.

Mr. Hartye reported that the TRU by Hilton project is located off Tunnel Road in the City of Asheville and included upgrading and relocating approximately 245 linear feet of 8-inch public gravity sewer and abandoning approximately 200 linear feet of public sewer to serve this commercial development.

Mr. Hartye reported that the Twin Oaks project is located off of Christ School Road Trail in the City of Asheville and included extending approximately 2,300 linear feet of 8-inch public gravity sewer to serve 45 residential units.

Mr. Hartye reported that the West Keesler project is located in Black Mountain and included extending approximately 400 linear feet of 8-inch public gravity sewer to serve 4 residential units.

Staff recommends acceptance of the aforementioned developer constructed sewer systems. All MSD requirements have been met.

b. Consideration of Procurement of New Combination Flusher – Fleet Replacement:

Mr. Hartye reported that at the March 18, 2021 Equipment Replacement Committee Meeting, the members recommended the purchase of one (1) new 2021 or 2022 Combination Flusher. This is to replace an existing Vactor PM Flusher which was purchased in 2010 with a current odometer reading of 173,517 miles and a meter reading of 12,134 service hours. Pursuant to NC Purchasing Statute G.S. 143-129(e)(3) and MSD Purchasing Procedures, MSD, as a local government, is authorized to purchase from suppliers through a group purchasing program. The North Carolina Sheriffs' Association Heavy Equipment Procurement Program is one such group purchasing program. Jet-Vac Equipment Company LLC, a distributor for Combination Jet Vacuum Rodding Machines, was awarded the contract under the NC Sheriffs' cooperative. The cost for the Combination Flusher is \$428,591.10. This reflects a 6% discount of \$19,441.99 off MSRP. Because the cost of this truck exceeds \$90,000.00, the procurement requires Board approval. The total cost of this contract will be \$428,591.10. \$460,000.00 was budgeted for this item in the FY22 Fleet Replacement Fund. Staff recommends that the bid from Jet-Vac Equipment thru the NC Sheriffs' Association Heavy Equipment Program be awarded.

c. Cash Commitment Investment Report – Month ended May, 2021:

Mr. Powell reported that Page 44 presents the makeup of the District's Investment Portfolio. There has been no change in the makeup of the portfolio from the prior month. Page 45 presents the MSD Investment Manager's report as of the month of May. The weighted average maturity of the investment portfolio is 32 days and the yield to maturity is 0.04%. Page 46 presents the MSD Analysis of Cash Receipts. Monthly and YTD Domestic and Industrial

sewer revenues are considered reasonable based on timing of cash receipts. YTD Facility and Tap Fees are at historical trends. Page 47 presents the District's Analysis of Expenditures. Monthly and YTD O&M expenditures are considered reasonable based on historical trends. Due to the nature of the variable rate bond market, Monthly and YTD expenditures can vary year to year. Based on current variable interest rates, debt service expenditures are considered reasonable. Due to the nature and timing of capital projects, YTD expenditures can vary from year to year. Based on current outstanding capital projects, YTD capital project expenditures are considered reasonable. Page 48 presents the District's Variable Debt Service Report. The 2008A Series Bond is performing at budgeted expectations. As of the end of June, the issue has saved the District rate payers over \$6.8 million in debt service since April 2008.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Ms. Wisler moved; Mr. Watts seconded the motion. Roll call vote was as follows: 12 ayes, 0 nays.

11. Consideration of Candler Master Plan for Sewer Availability:

Mr. Hartye presented a map and pointed out the location of MSD's existing lines and the proposed project. There is water in certain areas. There are 3 package plants discharging into the local streams which could be brought into MSD instead of discharging into the creeks, and there are many, many septic tanks. There have been failing septic tanks and septic tank problems that have been documented by the County over the years. That is the environmental component. This has been a fledgling business area as well and is hamstrung by the fact that they don't have sewer. The reason there is no sewer out there is because you have to pretty much go across country along streams to get gravity sewer. It involves blasting rock, acquiring easements from people who may or may not want development. MSD doesn't play a lead in construction of speculative lines. Usually, developers initiate expansion to new areas and MSD assists them. Sometimes with right-of-way design, and financially as well. This spot in Candler is probably one in seven or eight places throughout the county that are hamstrung by no sewer service. MSD doesn't want to pick winners and losers as the sewer authority. There has been a lot of public support for this from our leaders in the county. MSD put together a preliminary estimate of what the cost would be. Pursuant to MSD policy, our cost works out to a little over \$2 Million out of \$11 Million total. That goes towards right-of-way, design, and upsizing of lines as necessary for these Master Plan lines. There needs to be a lead organization, typically that is a private developer. In this case, Buncombe County will be the lead organization and MSD will be partnering with them just like we do with developers. We have participated in several of these projects, in Reem's Creek, Weaverville, off of South French Broad, with developers. This one is a little bigger. MSD has invested hundreds of thousands of dollars in these projects but this one will be \$2 Million. It would not have rate implications. MSD is recommending that we incorporate this into budgeting, partner with the County and develop an agreement. We are applying for ARPA funds and hope to be successful in that endeavor. There are other options beyond ARPA funds which we discussed in earlier meetings, including special assessment, with the County having that option. At this point we are applying for those funds and want to get approval from the Board. The Planning Committee recommends that the Board endorse this project and that we

move ahead as it develops with the County. Ms. Manheimer asked which ARPA fund was being applied for. Mr. Hartye stated there are two categories. The one being discussed now is the County's \$51 Million. Mr. Watts stated that he supports this project 100% and inquired if a particular area on the edge of the map was accessible to sewer. There was some further discussion regarding this area that Mr. Watts inquired about. Mr. Kelly asked if this Board is contributing \$2 Million, where is the other \$9 Million coming from? Mr. Hartye replied that it will come from the County. Mr. Kelly asked if the ARPA money was to reimburse MSD part of the \$2 Million. Mr. Hartye responded no, that would be the County's portion. No matter how it's funded, if it was funded by a developer or ARPA monies or special assessment from the County, MSD's Policy says we will contribute a portion because we are making them put in larger lines and various things that we want as part of our Master Plan instead of just running a smaller 8" line. Mr. Pennington stated that one of the biggest unknowns as previously discussed is that we aren't sure what condemnation will look like or how much opposition we would face. Mr. Hartye stated that this was a different beast than our normal right-of-way acquisition procedures or condemnations because 98% of the things we do are on or for existing lines for existing customers. Ms. Wisler asked if MSD or the County will acquire the rights-of-way. Mr. Hartye stated MSD will be acquiring rights-of-way. He referred to the bulleted items in this cover sheet. Buncombe County will serve as Lead Agency and explain to community the need for this project. MSD will serve as Project Manager, obtain rights-of-way, perform design and construction. Ms. Wisler asked if a property owner wasn't in agreement and had to be condemned, who picks up the legal fees associated with that? Mr. Hartye stated it would be combined in the project. There is a stipulation in there that if there is a possibility that it gets drug out and expensive, the County will step in. Mr. Clarke added that MSD would make the decision to sue the property owner for condemnation. Mr. Bradford added that these details will be part of the agreement. Mr. Whitesides stated that he has been on the Buncombe County Board of Commissioners for five years and early on he met with a group in Candler who had been advocating for this and they have been asking for this long before he came on the Commission. He stated that there may be some pushback from the community, but he doesn't think there will be a lot. Mr. Hartye added that the District has been out there several times giving presentations to the business associations and Michelle Pace Wood led a study on how much it was needed economically. That was in 2016 and since then it has only blossomed so there is community support. Mr. Pennington stated that it was one of the largest hot spots of failing septic systems in the County and this project would greatly improve the water quality of Hominy Creek. Package plants are notorious for problems and those three package plants discharge into Hominy Creek and on to the French Broad. Mr. Lapsley asked if there were potential industrial sites. Mr. Pennington stated that the ones on the package plants are a truck stop, motel, and shopping center. There could be some light industrial and manufacturing along the corridor on Smoky Park that would benefit in the future. It will really open up the potential for uses that could never function on septic systems. Mr. Pelly asked how much reach people will have to access the system. Mr. Hartye stated if they are further out, they will have to extend lines to get to it, but it is sized for the entire basin.

Planning Committee recommends that the MSD Board of Directors endorse the Candler Sewer Extension Project and move forward with budgeting and resources

contingent upon Buncombe County securing the required funding and an agreement between MSD and Buncombe County being executed.

With no further discussion, Mr. VeHaun called for a motion to approve the Planning Committees recommendation. Mr. Whitesides moved; Mr. Pelly seconded the motion. Roll call vote was as follows: 12 ayes, 0 nays.

12. Old Business:

None.

13. New Business:

None.

14. Adjournment:

With no further business, Mr. VeHaun called for adjournment at approximately 2:32 pm.

Jackie W. Bryson, Secretary/Treasurer



MEMORANDUM

TO: MSD Board
FROM: Thomas E. Hartye, P.E., General Manager
DATE: August 12, 2021
SUBJECT: Report from the General Manager

- Covid

MSD is back to wearing masks indoors. The Board Meeting this month will be a hybrid as we were doing in the past. You may either come in person and wear a mask, or hook up by phone or computer. I will send the link with the agenda package.

- Kudos

- See the attached email from Jane Roman Pitt of Lakeview Road. Thanks to RL Haynes, Doug Dockery, Billy Cantrell, Robert Denny, Boyce Lunsford, Mitchell Nash, Elias Solorio.
- Ms. Louis Solomon of Euclid Blvd. called to express her appreciation for Wayne Rice and his quick response and good work getting the problem fixed.

- System Performance Annual Report (SPAR)

The following is a link to MSD's Annual performance report. Thanks to Roger Edwards and Cassandra McKnight for putting it together.

<http://www.msdbc.org/documents/SPAR2021.pdf>

- Board/Committee Meetings/Events

The August Right of Way Committee has been cancelled. The next Right of Way Committee meeting will be held on September 22 at 9am. The September Regular Board meeting is cancelled. The next Board Meeting will be October 20th at 2 pm.

Sent: Thursday, August 5, 2021 2:02 PM

To: Prosser, Darin

Subject: Re: MSD - 2014007 Lakeview Rd @ Glenn Falls Rd

Dear Darin,

I just want to thank you (a very belated thank you) for the great job that was done on my driveway, and the whole street, with the sewer work a couple months ago. RL and his team were a pleasure to work with, and they all went out of their way to make sure it was done well. I am thrilled with how it looks, of course, but mostly I am grateful that they were all so professional and kind and friendly that it was easy to put up with the inevitable noise and mess. In fact, it made for an exciting visit for my three-year-old grandson to see all the big equipment so close up!

So, thanks again for everything,

Jane Roman Pitt

47 Lakeview Road

Jane Roman Pitt

www.janeromanpitt.com

PERSONNEL COMMITTEE MEETING

July 27, 2021

10:00 a.m.

1. Call to Order

Jackie Bryson called the meeting to order at 10:00 a.m. Committee Members attending: Jackie Bryson, Earl Valois, Al Whiteside, Jerry VeHaun, Staff members attending: Thomas Hartye, Pam Thomas and Meredith Troughton.

2. Inquiry as to Conflict of Interest

Mrs. Bryson stated there was none at this time.

3. MSD Staff Presentation

Mrs. Thomas presented the following information:

With recent policy changes at the Federal and State levels, MSD surveyed other local agencies relating to holidays and accrual of annual leave.

- Based on the survey result MSD Staff recommends that the Personnel Committee approve the following with effective date of 7/1/2021:

MSD currently gets 11 paid holidays with Veterans Day as an option. By adding Veterans Day and Juneteenth to current holiday schedule: With approval MSD will observe 13 holidays each year going forward.

MSD currently allows 20 days of annual leave for employees who have 10+ years of service. Staff recommends adding 5 days to Annual Leave Accrual for employees with 20 or more years of service. This would all staff with more than 20 years of service 25 days of annual leave per year.

Mr. Valois raised questions as to any other leave employees currently receive and if leave presented challenges to staffing. Mrs. Thomas stated that the district offers bereavement leave and sick leave. She also informed him that the district complies with federal guidelines for FMLA requested unpaid leave. Leave does not create an operational hardship.

Motion was made by Mr. Whiteside to approve staff recommendations for the additional holidays and the additional annual leave. Motion was second by Mr. VeHaun. Mrs. Bryson also votes yes.

Mr. Valois voted to approve the additional holidays but not the additional accrual.

The item will now be sent to the full board for final approval and implementation with an effective date of July 1, 2021.

4. General Manager's Goals and Objectives

Mr. Hartye presented the following information on 2021 Goals and Objectives.

Objectives

To lead MSD in its mission to

- Provide Environmental Stewardship
- Provide Long Term Comprehensive Fiscal Management
- Provide Excellent Customer Service
- Continually Improve

Long Term Goals

- A. Keep the MSD Business Plan on track including the 3 major components of financial stability, environmental health and capital reinvestment.
- B. Meet all environmental permit requirements and to improve the water quality of the plant discharge beyond what is required by permit.
- C. Partner in the Community by collaborating with other agencies where possible.
- D. Provide Long Term Planning and Value-Added Engineering for the Operation.
- E. Ensure that MSD implements Master Planning Documents and updates as needed.

Short Term Goals/Milestones

Carrier Bridge Pump Station and Force Main: *Project is passed 60% design. Finalizing river crossing design. Design completion and permitting are on schedule for end of FY22 and construction in FY23-25.*

High-Rate Primary Treatment: *Project construction is due to be complete and operational by December 2021. Start-up testing may begin by October.*

NPDES Permit Renewal: *Negotiated a long-term treatment plan with regulators to phase major treatment plant improvements over time. This will allow MSD to move forward methodically to both ensure effective treatment and to spread costs over a longer period to ease rate impacts.*

Future Large Interceptor Improvements: *Approximately \$100 million of new projects including the Carrier Bridge Pump Station upgrade, interceptor upgrades, and new storm surge storage tanks have already been included in the recently adopted 10-year CIP.*

Keep within FY 21 operating budget: *Expenditures were approximately 5% under budget.*

Replace or rehab 30,000 LF of sewer main: *Rehabbed / replaced approx. 34,932 feet of sewer lines with approximately 16,838 feet constructed by in-house construction crews. The last phase of the SFB interceptor lining across the Biltmore Estate was completed this winter.*

Preventative Maintenance of > 600,000 LF of sewers: *Performed PM cleaning on approximately 917,176 feet of sewer mains. MSD set record for fewest SSO's of 11 for the entire year which is 1 SSO per 100 miles of sewer per year.*

Meet environmental permit regulations for FY 21: *MSD has met all permit requirements for FY 21.*

Update Financial Forecast (Business Plan) and parity plan and assist Board in understanding assumptions, inputs, and impacts: *No rate increase for FY 21 due to COVID. Kept rate increase going forward at 2.75% while still increasing the CIP to \$353 Million for the next 10 years along with total budget of \$708.5 Million. Basically, leveraging new growth revenue to meet capital improvement needs in order to meet future regulations and demands on the system.*

Partnerships:

*Partnering with the City of Asheville for pavement restoration services.
Stream testing with both EQI and Mountain True.
Water /sewer project coordination.
Riverlink for stream bank restorations*

Additional District Accolades

MSD was awarded the National Environmental Achievement Award for 2017 for the Air Emissions Project.

MSD was upgraded to triple A by Moody's Rating Agency.

MSD received the Excellence in Management Gold Recognition from NACWA for 2015-2018.

Mr. Valois commented that all of Mr. Hartye's goals and objectives concentrated on operational items and not on managerial items, personnel processes, grievances, or trainings. He also wants MSD to create a coalition with others in the area to share resources. He also reiterated his desire for MSD to address the average age issue by hiring younger staff.

Mr. Hartye explained that his goals and objectives were a high-level view of business conducted at the district related to major projects, planning issues and regulatory requirements along with the last years performance on the operation. Particular policy or operational items that he (Mr. Valois) mentioned items are not typically included in this presentation. He offered that if Mr. Valois had questions about a specific area (i.e.) training, personnel processes, or anything else he would be happy to sit down and go over them with him. He also offered that if the Personnel Committee had any interest in a specific area he and Mrs. Thomas would be glad to put together a presentation on the topic of interest. Mr. Hartye also stated that MSD already has a mutual agreement with other municipalities and sewer districts in the area to share resources and lend support when and if needed. Mr. Hartye gave several examples of how MSD is partnering with other agencies and gave details on how the mutual aid agreements work.

Mr. Whitesides indicated that in his time as a Commissioner he has heard very favorable things about MSD.

Motion was made by Mr. Whiteside to proceed with a close session to discuss an increase to the general managers salary. Motion was second by Mr. VeHaun.

Closed Session began at 10:30 AM

Closed Session ended at 10.45 AM

Motion was made by Mr. Valois to increase Mr. Hartye's salary by 3.5% effective July 1st 2021. Motion was second by Mr. Whiteside. Personnel Committee voted unanimously for the pay increase.

The item will now be sent to the full board for final approval and implementation.

5. Other

Mrs. Bryson asked if there was any additional business at this time. No additional business was put forth.

6. Adjourn

Meeting was adjourned at 10:52 AM. No future Personnel Committee meeting has been scheduled.

**Metropolitan Sewerage District of Buncombe County
BOARD ACTION ITEM**

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

PREPARED BY: Ed Bradford, P.E. - Director of Engineering
Shaun Armistead, P.E. - Project Manager

SUBJECT: Consideration of Bids: Bryson Street Sanitary Sewer Rehabilitation Project, MSD Project No. 2016167

BACKGROUND: This project is located in Bryson Street, near Biltmore Village. It consists of replacing a problematic four-inch PVC line which has both structural and grade issues. These have triggered multiple backups in the businesses which this line serves.

The project is comprised of approximately 611 LF of 8-inch DIP.

The contract was advertised and four bids were received on July 22, 2021 in the following amounts:

<u>Contractor</u>	<u>Bid</u>
1) Appalachian Sitework, Inc.	\$418,025.75 (*)
2) Hyatt Pipeline, LLC	\$384,714.50
3) T.P. Howard's Plumbing Company	\$372,000.00
4) Terry Brothers Const. Company	\$309,630.00

(*) Proposal form not included; therefore, bid is rejected.

The apparent low bidder is Terry Brothers Construction Co. with a bid amount of \$309,630.00. Terry Brothers has extensive experience with District rehabilitation projects, and their performance/work quality has remained excellent to date.

FISCAL IMPACT: The FY21-22 Construction Budget for this project is \$415,000.00.

STAFF RECOMMENDATION: Staff recommends award of this contract to Terry Brothers Construction Co. in the amount of \$309,630.00 subject to review and approval by District Counsel.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA

Bryson Street Sanitary Sewer Rehabilitation
Project No. 2016167

BID TABULATION
July 22, 2021

BIDDER	Bid Bond	MBE Form	Bid Forms (Proposal)	Total Bid Amount
Appalachian Sitework, Inc. Waynesville, NC	5%	1	No (*)	\$418,025.75
Hyatt Pipeline, LLC Canton, NC	5%	1	Yes	\$384,714.50
T.P. Howard's Plumbing Company, Inc. Fairview, NC	5%	1	Yes	\$372,000.00
Terry Brothers Construction Co. Leicester, NC	5%	1	Yes	\$309,630.00

APPARENT LOW BIDDER

(*) Contractor did not include the proposal form with their bid; therefore, the bid is rejected.

Shaun Armistead, P.E.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 22nd day of July, 2021, in the W.H. Mull Building at the Metropolitan Sewerage District of Buncombe County, Asheville, North Carolina, and that said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid.

Interoffice Memorandum

TO: Ed Bradford, P.E., Director of Engineering
FROM: Shaun Armistead, P.E., Project Manager
DATE: July 23, 2021
RE: Bryson Street Sewer Rehabilitation, Project No. 2016167

Bryson Street is located in Asheville near Biltmore Street and Biltmore Village. This is a high priority project, as the existing line is 4-inch PVC in poor shape, with sags and reverse grade issues causing backups into the multiple business served by the existing line. The Pipe Rating for this project is 60. The new line will be comprised of 611 LF of 8-inch DIP, 111 LF of which will be installed via bore and jack method.

Four bids were received on Thursday July 22, 2021, as follows:

<u>Contractor</u>	<u>Bid</u>
1) Appalachian Sitework, Inc.	\$418,025.75
2) Hyatt Pipeline, LLC	\$384,714.50
3) T.P. Howard's Plumbing Company	\$372,000.00
4) Terry Brothers Const. Company	\$309,630.00

Appalachian Sitework, Inc. did not submit a Proposal Form with their bid; therefore, it is rejected.

Terry Brothers Construction Company is the apparent low bidder for this contract with a bid amount of \$309,630.00. District Staff has had extensive experience with Terry Brothers Construction, and they have proven themselves to be competent contractors on past District projects.

MSD's FY22 construction budget for this project is \$415,000.00.

Staff recommends award of this contract to Terry Brothers Construction Company, contingent upon review and approval by District Counsel.

**Metropolitan Sewerage District of Buncombe County, North Carolina
CAPITAL IMPROVEMENT PROGRAM**

BUDGET DATA SHEET - FY 2021 - 2022

PROJECT: Bryson Street	LOCATION: Biltmore Village
TYPE: General Sewer Rehab.	PIPE RATING: 60
PROJECT NO. 2016167	TOTAL LF: 611
PROJECT BUDGET: \$482,750.00	PROJECT ORIGIN: Work Orders, Line Condition

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/20	EST. COST JAN - JUNE 2021	BUDGET FY 21-22
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN	\$900.00	\$900.00		
55330 - DESIGN				
55340 - PERMITS				
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS	\$1,350.00	\$1,350.00		
55370 - LEGAL FEES	\$3,000.00		\$3,000.00	
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$35,000.00		\$35,000.00	
55400 - APPRAISAL	\$5,000.00			\$5,000.00
55410 - CONDEMNATION	\$20,000.00			\$20,000.00
55420 - CONSTRUCTION	\$415,000.00			\$415,000.00
55430 - CONST. CONTRACT ADM.				
55440 - TESTING	\$1,000.00			\$1,000.00
55450 - SURVEY - ASBUILT	\$1,500.00			\$1,500.00
TOTAL AMOUNT	\$482,750.00	\$2,250.00	\$38,000.00	\$442,500.00

ENGINEER: MSD	SA	ESTIMATED BUDGETS - FY 23 - 31		
R.O.W. ACQUISITION: MSD	# PLATS: [2]	FY 22-23		\$0.00
CONTRACTOR:		FY 23-24		\$0.00
CONSTRUCTION ADM.: MSD		FY 24-25		\$0.00
INSPECTION: MSD		FY 25-26		\$0.00
		FY 26-27		\$0.00
		FY 27-28		\$0.00
PROJECT DESCRIPTION: This project is a high priority project in Biltmore Village, at the intersection of Bryson St and Biltmore Ave. It will replace a failing 4-inch PVC line with sags and reverse grade issues serving multiple businesses with a 611 LF 8-inch DIP line.		FY 28-29		\$0.00
		FY 29-30		\$0.00
		FY 30-31		\$0.00
SPECIAL PROJECT NOTES:				



**Bryson Street
Project No. 2016167**

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

PREPARED BY: Ed Bradford, P.E. - Director of Engineering
Tim Hensley, E.I. - Project Manager

SUBJECT: Consideration of Equipment Purchase: Incinerator Polymer System Replacement Project, MSD Project No. 2019071

BACKGROUND: Prior to feeding sludge into the incinerator, it must be dewatered. The dewatering process makes the sludge drier and improves the efficiency of the incinerator. The sludge is first thickened, then polymer is added prior to the sludge being dewatered using belt filter presses. Polymer is an integral part of this process.

The original polymer system was first installed in 1980's and has reached the end of its functional life. In addition, the new High Rate Primary Treatment Project (completion expected Fall 2021) will generate additional sludge which must be processed.

This project will replace the existing polymer system with new equipment which also has a greater capacity for future needs. The equipment will be purchased directly, then District staff will install the new system.

The equipment purchase was advertised and two bids were received on July 29th, 2021 as follows:

<u>Contractor</u>	<u>Bid</u>
1) UGSI Chemical Feed Solutions	\$297,000.00
2) VeloDyne Systems	\$272,630.00 (*)

(*) Bidder did not include Proposal, Bid Form, Certification of Insurance, or Non-Collusive Affidavit; therefore, bid is rejected.

Unfortunately, VeloDyne Systems did not submit their bid properly, as described above, so their bid must be rejected. The apparent low bidder is therefore UGSI Chemical Feed Solutions with a bid amount of \$297,000.00.

District staff has had communication with UGSI for several months and has toured an existing similar polymer system in Spruce Pine, NC. UGSI Chemical Feed Solutions has proven their equipment to be competent on past projects at other facilities.

FISCAL IMPACT: The FY21-22 Construction Budget for this project is \$352,000.00. This also includes a budget of \$55,000.00 for staff to demolish the existing system and install the new equipment.

STAFF RECOMMENDATION: Staff recommends purchase of the polymer system equipment from UGSI Chemical Feed Solutions in the amount of \$297,000.00 subject to review and approval by District Counsel.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA

**Incinerator Polymer System Replacement
Project No. 2019071**

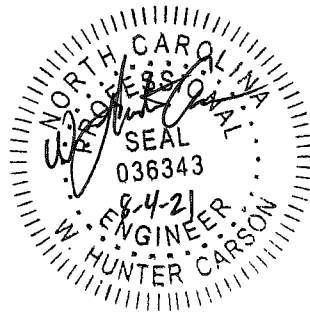
**BID TABULATION
July 29, 2021**

BIDDER	Bid Bond	Bid Forms	Total Bid Amount
UGSI Chemical Feed, Inc 1901 West Garden Rd, Vineland, NJ 08360	N/A	Yes	\$297,000.00
VeloDyne Systems 543 S. Pierce Ave, Louisville, CO 80027	N/A	No (*)	\$272,630.00

APPARENT LOW BIDDER

(*) Vendor did not include Bidders Proposal, Bid Form, Certification of Insurance, nor Non-Collusive Affidavit: therefore, the bid is rejected

Signed and sealed by W. Hunter Carson, P.E. for
Tim Hensley, E.I.T.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 29nd day of July, 2021, in the W.H. Mull Building at the Metropolitan Sewerage District of Buncombe County, Asheville, North Carolina.

Interoffice Memorandum

TO: Ed Bradford, P.E., Director of Engineering
FROM: Tim Hensley, Project Manager
DATE: August 4, 2021
RE: Incinerator Polymer System Replacement, Project No. 2019071

The Incinerator Building's polymer system was originally installed in the late 1980's when the Incinerator Building was constructed. The polymer system aids in the dewatering process by coagulating suspended solids and producing flocs prior to entering the belt filter presses. The polymer system is essential to the incinerator - as it produces larger sludge flocs for easier dewatering. This produces drier sludge for a more efficient and cost-effective incineration process.

The existing incinerator polymer system requires an upgrade due to its age and the increase of sludge production from the High-Rate Primary process that is currently being constructed. Also, it will provide capacity to feed an additional belt filter press soon to be installed. The new system will provide redundancy to allow for continuous operation during maintenance, and to meet the maximum capacity of future sludge production.

Two bids were received on Thursday, July 29, 2021, as follows:

<u>Contractor</u>	<u>Bid</u>
1) UGSI Chemical Feed Solutions	\$297,000.00
2) VeloDyne Systems	\$272,630.00 (*)

(*) Bidder did not include Proposal, Bid Form, Certification of Insurance, or Non-Collusive Affidavit; therefore, bid is rejected.

Due to VeloDyne Systems being rejected for submitting an incomplete bid, UGSI Chemical Feed Solutions is the apparent low bidder for this contract with a bid amount of \$297,000.00.

MSD's construction budget for this project is \$352,000.00. This allows for a budgeted amount of \$55,000.00 for in-house crews to demolish the existing system and install the new replacement system.

District staff has had communication with UGSI for several months and has toured an existing similar polymer system in Spruce Pine, NC. UGSI Chemical Feed Solutions has proven their equipment to be competent on past projects at other facilities.

Staff recommends award of this contract to UGSI Chemical feed Solutions, contingent upon review and approval by District Counsel.

Metropolitan Sewerage District of Buncombe County, North Carolina
CAPITAL IMPROVEMENT PROGRAM

BUDGET DATA SHEET - FY 2021 - 2022

PROJECT: Incinerator Polymer System Replacement	LOCATION: MSD-Treatment Plant
TYPE: Treatment Plant	PIPE RATING: N/A
PROJECT NO.: 2019071	TOTAL LF: 0
PROJECT BUDGET: \$352,000.00	PROJECT ORIGIN: Aging/Obsolete Equipment

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/20	EST. COST JAN - JUNE 2021	BUDGET FY 21-22
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN				
55330 - DESIGN				
55340 - PERMITS				
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS				
55370 - LEGAL FEES				
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION				
55400 - APPRAISAL				
55410 - CONDEMNATION				
55420 - CONSTRUCTION	\$352,000.00			\$352,000.00
55430 - CONST. CONTRACT ADM.				
55440 - TESTING				
55450 - SURVEY - ASBUILT				
TOTAL AMOUNT	\$352,000.00	\$0.00	\$0.00	\$352,000.00

ENGINEER: MSD	HC	ESTIMATED BUDGETS - FY 23- 31	
R.O.W. ACQUISITION: MSD	# PLATS: [0]	FY 22-23	\$0.00
CONTRACTOR:		FY 23-24	\$0.00
CONSTRUCTION ADM.: MSD		FY 24-25	\$0.00
INSPECTION: MSD		FY 25-26	\$0.00
		FY 26-27	\$0.00
PROJECT DESCRIPTION: This project is for the replacement of the polymer system at the Incinerator Building. Polymer is added to thickened sludge to improve its dewatering characteristics prior to the belt filter presses. The polymer system consists of a feed hopper, aging tanks, mixers and dosing pumps. The existing system was installed when the incinerator was placed online and is now approximately 29 years old.		FY 27-28	\$0.00
		FY 28-29	\$0.00
		FY 29-30	\$0.00
		FY 30-31	\$0.00

SPECIAL PROJECT NOTES:



**Incinerator Polymer System Replacement
Project No. 2019071**

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Ed Bradford, P.E. - Engineering Director

PREPARED BY: Kevin Johnson, P.E. - Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Bee Tree Road Sewer Extension, MSD Project No. 2018115

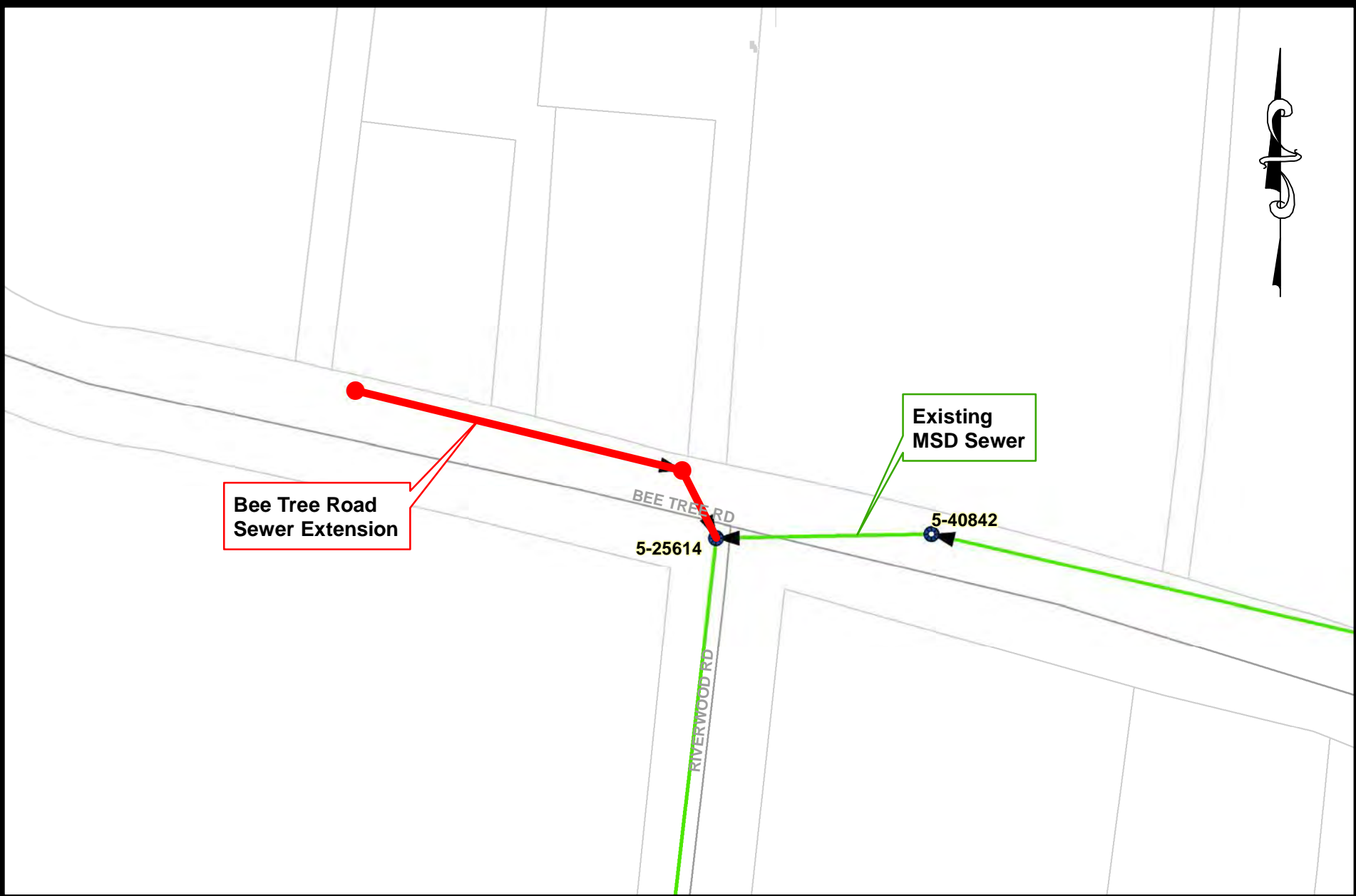
BACKGROUND: This project is located inside the District boundary along Bee Tree Road in Buncombe County. The developer of the project is Richard Hudson.

The project included extending approximately 235 linear feet of 8-inch public gravity sewer to serve the single-family residential development.

A wastewater allocation was issued in the amount of 2,400 GPD for the six (6) residential units for this development. The estimated cost of the sewer construction is \$30,770.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



Bee Tree Road
Sewer Extension

Existing
MSD Sewer

BEE TREE RD

5-25614

5-40842

RIVERWOOD RD



MSD
Engineering Division

**Bee Tree Road Sewer Extension
MSD Project # 2018115**

Metropolitan Sewerage District of Buncombe County

8/03/2021

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Ed Bradford, P.E. - Engineering Director

PREPARED BY: Kevin Johnson, P.E. - Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Lower Grassy Branch Phase II Sewer Extension, MSD Project No. 2018252

BACKGROUND: This project is located inside the District boundary at the intersection of Lower Grassy Branch Road and Old Farm School Road in Buncombe County. The developer of the project is Chris Eller of Farmbound Holdings, LLC.

The project included extending approximately 254 linear feet of 8-inch public gravity sewer to serve the single-family residential development.

A wastewater allocation was issued in the amount of 3,600 GPD for the twelve (12) residential units for this development. The estimated cost of the sewer construction is \$27,000.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



Lower Grassy Branch Phase 2
Sewer Extension

Existing
MSD Sewer

28-489877

28-489876

28-435289

WYNDOM LN

EASTVILLE RD

LOWER GRASSY BRANCH RD

OLD FARM SCHOOL RD

BOTANY DR



MSD
Engineering Division

Lower Grassy Branch Phase 2 Sewer Extension MSD Project # 2018252

Metropolitan Sewerage District of Buncombe County

8/03/2021

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Ed Bradford, P.E. - Engineering Director

PREPARED BY: Kevin Johnson, P.E. - Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the Riceville Road Subdivision Sewer Extension, MSD Project No. 2019156

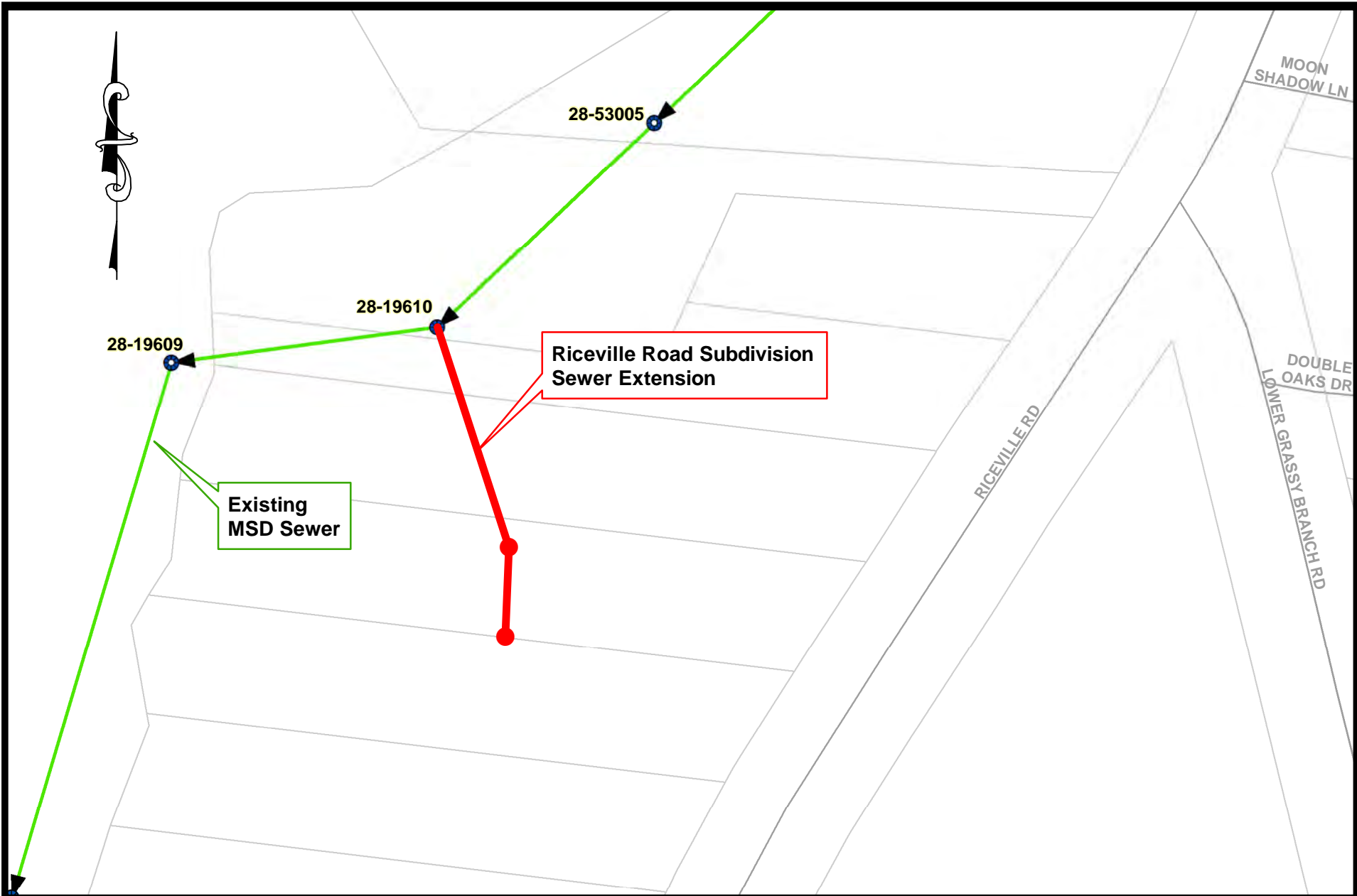
BACKGROUND: This project is located inside the District boundary along Riceville Road in Buncombe County. The developer of the project is Chris Kaselak of North Hill Ventures LLC.

The project included extending approximately 146 linear feet of 8-inch public gravity sewer to serve the single-family residential development.

A wastewater allocation was issued in the amount of 2,100 GPD for the seven (7) residential units for this development. The estimated cost of the sewer construction is \$27,100.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

**Riceville Road Subdivision Sewer Extension
MSD Project # 2019156**

Metropolitan Sewerage District of Buncombe County

8/03/2021

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Ed Bradford, P.E. - Engineering Director

PREPARED BY: Kevin Johnson, P.E. - Planning and Development Manager

SUBJECT: Acceptance of Developer Constructed Sewer System for the US-74A Commercial Development Sewer Extension, MSD Project No. 2018010

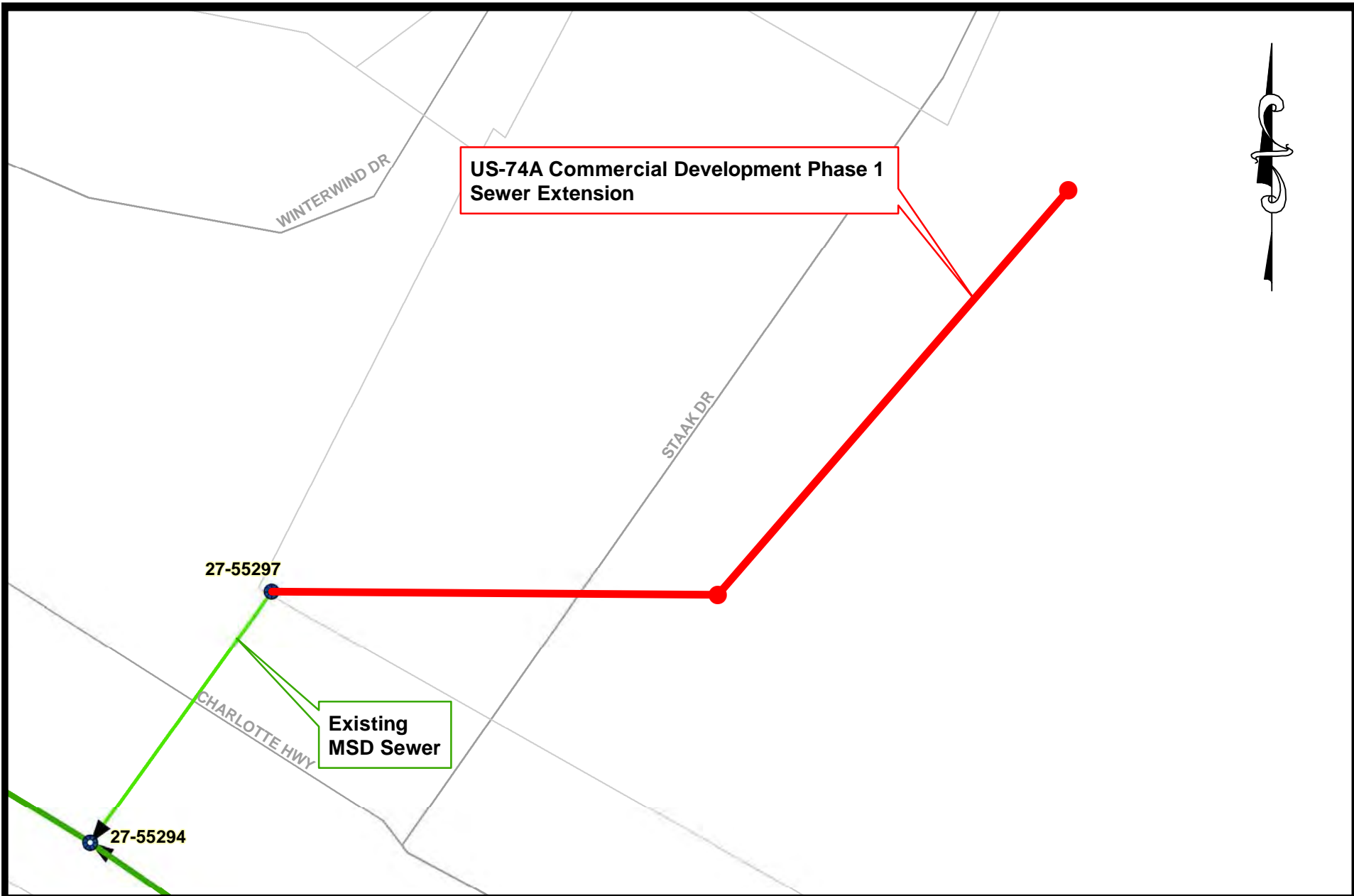
BACKGROUND: This project is located inside the District boundary along Charlotte Highway (US-74A) in Buncombe County. The developer of the project is Charles Radford of Goforth Builders, Inc.

The project included extending approximately 266 linear feet of 8-inch public gravity sewer to serve the commercial development.

A wastewater allocation was issued in the amount of 4,680 GPD for the four (4) commercial/office units for this development. The estimated cost of the sewer construction is \$37,000.00.

All MSD requirements have been met.

STAFF RECOMMENDATION: Staff recommends acceptance of this developer constructed sewer system.



MSD
Engineering Division

**US-74A Commercial Development Sewer Extension
MSD Project # 2018010**

Metropolitan Sewerage District of Buncombe County

8/03/2021

Metropolitan Sewerage District of Buncombe County Board Action Item

Meeting Date: August 18, 2021

Subject: Consideration of Bids - Sodium Hypochlorite Contract FY22

Prepared by: Roger Edwards; Operations Manager – Water Reclamation Facility
Heather Odom, Purchasing Supervisor

Reviewed by: Tom Hartye, General Manager
W. Scott Powell, CLGFO; Finance Director
Billy Clarke, District Counsel

Background: The Water Reclamation Facility is required to disinfect the effluent prior to discharge to the French Broad River. Liquid sodium hypochlorite is used for this purpose. Current contracted cost for Sodium Hypochlorite is \$0.74/gallon. In July of 2021, new bids for Sodium Hypochlorite were requested from various vendors as a method of keeping costs in line, as costs have been known to fluctuate in previous years due to changes in fuel and manufacturing costs. The bid was based on an estimated usage for 2020-2021 of 200,000 gallons of Sodium Hypochlorite.

Discussion: Pursuant to North Carolina Purchasing Statutes and MSD Procedures, on July 1, 2021, bids were emailed to three vendors and an advertisement was placed on the MSD web site. Two (2) bids were received, and the bid opening was held July 15, 2021. Oltrin was the lowest bidder at \$0.84/gallon and agrees to hold their price firm for the total year contract irrespective of market changes. Oltrin has been a supplier of Sodium Hypochlorite to MSD in previous years and MSD staff feels comfortable with both the quality of the chemicals and the customer service supplied by Oltrin.

Fiscal Impact: This is a Unit Price Contract, without minimum or maximum quantities. Based on historical use, FY22 expenditures for Sodium Hypochlorite is anticipated to be \$168,000.00, within the levels budgeted by the WRF.

Staff Recommendation: Staff recommends that the Board award the contract for the supply of Sodium Hypochlorite to Oltrin at a unit price of \$0.84 per gallon.

Bid Tab:

Vendor	Price per Gallon	Extended Price based on 200,000 estimated gallons	Comments
Univar Spartanburg, SC			No Bid
JCI Jones Charlotte, NC	\$0.885	\$177,000.00	
Oltrin, Hamlet, NC	\$0.84	\$168,000.00	Price good for one year

ROBERTS
& STEVENS
ATTORNEYS AT LAW

WILLIAM CLARKE
VINCENT D. CHILDRESS, JR.
GREGORY D. HUTCHINS
WYATT S. STEVENS
DAVID L. ENGLISH
KENNETH R. HUNT
DENNIS L. MARTIN, JR.
ANN-PATTON HORNTAL
PHILLIP T. JACKSON
JAMES W. K. WILDE
MARY ROBINSON HERVIG
JOHN D. NOOR
CAROLYN CLARK SNIPES
JOHN W. TOTH
KATHRYN MAULTSBY MADISON
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CITY CENTRE BUILDING
301 COLLEGE STREET, SUITE 400 (28801)
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S. WESLEY TRIPP III
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GRACIE K. PAULSON

OF COUNSEL
MARC RUDOW

FOUNDERS
LONDON ROBERTS
(1921-2007)
JOHN S. STEVENS
(1933-2019)

Writer's Direct No.: 828/258-6919
Writer's E-mail: bclarke@roberts-stevens.com

August 11, 2021

Heather Odom
MSD Purchasing Supervisor
2028 Riverside Drive
Asheville, NC 28804

Via E-mail: hodom@msdbc.org

Re: *Sodium Hypochlorite Bid Renewal – FY 2020 - 2021*

Dear Ms. Odom:

I have received and reviewed the sodium hypochlorite bid package and the sodium hypochlorite bids (3).

JCI Jones	.8850 per gallon
Oltrin / Trinity Manufacturing	.8400 per gallon
Univar	no bid

Both of the bids appear to be in compliance with the bid specifications. MSD may award the contract for Sodium Hypochlorite for the year 2021-2022 to the lowest responsible bidder.

Sincerely,

ROBERTS & STEVENS, P.A.


William Clarke

BC/sh

Metropolitan Sewerage District of Buncombe County

BOARD INFORMATIONAL ITEM

Meeting Date: August 18, 2021
Submitted By: Thomas E. Hartye, PE., General Manager
Prepared By: W. Scott Powell, CLGFO, Director of Finance
 Cheryl Rice, Accounting Manager
Subject: Cash Commitment/Investment Report-Month Ended June 30, 2021

Background

Each month, staff presents to the Board an investment report for all monies in bank accounts and specific investment instruments. The total investments as of June 30, 2021 were \$77,596,559. The detailed listing of accounts is available upon request. The average rate of return for all investments is 0.145%. These investments comply with North Carolina General Statutes, Board written investment policies, and the District's Bond Order.

The attached investment report represents cash and cash equivalents as of June 30, 2021 do not reflect contractual commitments or encumbrances against said funds. Shown below are the total investments as of June 30, 2021 reduced by contractual commitments, bond funds, and District reserve funds. The balance available for future capital outlay is \$3,303,548.

Total Cash & Investments as of 6/30/2021		77,596,559
Less:		
Budgeted Commitments (Required to pay remaining FY21 budgeted expenditures from unrestricted cash)		
Construction Funds	(18,972,690)	
Operations & Maintenance Fund	(30,622,532)	
		(49,595,222)
Bond Restricted Funds		
Bond Service (Funds held by trustee):		
Funds in Principal & Interest Accounts	(7,482,433)	
FY21 Principal & Interest Due	(9,823,943)	
		(17,306,376)
District Reserve Funds		
Fleet Replacement	(829,400)	
Pump Replacement	(158,279)	
WWTP Replacement	(214,012)	
Maintenance Reserve	(1,026,733)	
		(2,228,424)
District Insurance Funds		
General Liability	(549,393)	
Worker's Compensation	(453,228)	
Post-Retirement Benefit	(2,245,326)	
Self-Funded Employee Medical	(1,915,042)	
		(5,162,989)
Designated for Capital Outlay		3,303,548

Meeting Date: August 18, 2021

Subject: Cash Commitment/Investment Report-Month Ended June 30, 2021

Page 2

Staff Recommendation

None - Information Only.

Action Taken

Motion by: _____ to Approve Disapprove
Second by: _____ Table Send to Committee
Other: _____
Follow-up required: _____
Person responsible: _____ Deadline: _____

Meeting Date: August 18, 2021

Subject: Cash Commitment/Investment Report-Month Ended June 30, 2021

Page 3

**Metropolitan Sewerage District of Buncombe County
Investment Portfolio**

	Operating Checking Accounts	Gov't Advantage Money Market	NCCMT (Money Market)	Certificate of Deposit	Commercial Paper	Municipal Bonds	Cash Reserve	Gov't Agencies & Treasuries	Total
Held with Bond Trustee	\$ 1,579,322	\$ -	\$ 7,482,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,482,433
Held by MSD	\$ 1,579,322	\$ 46,692	\$ 54,491,481	\$ 13,996,631	\$ -	\$ -	\$ -	\$ -	\$ 70,114,126
	\$ 1,579,322	\$ 46,692	\$ 61,973,914	\$ 13,996,631	\$ -	\$ -	\$ -	\$ -	\$ 77,596,559

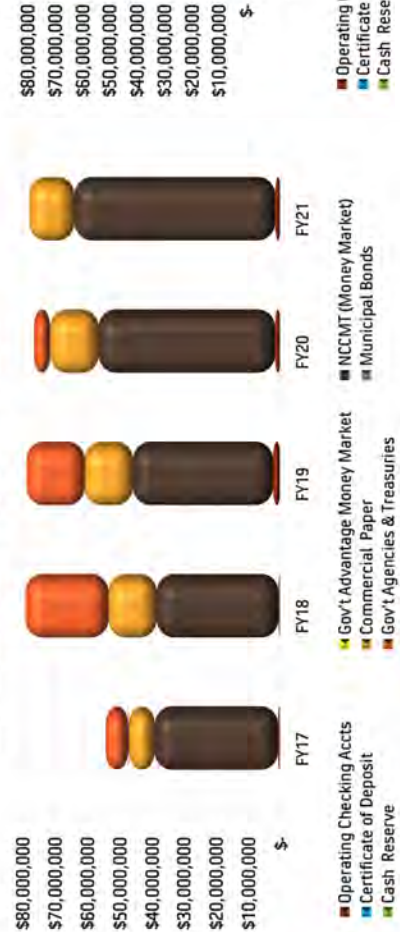
Investment Policy Asset Allocation	Maximum Percent	Actual Percent
U.S. Government Treasuries, Agencies and Instrumentalities	100%	0.00%
Bankers' Acceptances	20%	0.00%
Certificates of Deposit	100%	0.00%
Commercial Paper	20%	18.04%
Municipal Bonds	100%	0.00%
North Carolina Capital Management Trust	100%	79.86%
Checking Accounts:	100%	
Operating Checking Accounts		2.04%
Gov't Advantage Money Market		0.06%

No significant changes in the investment portfolio as to makeup or total amount.

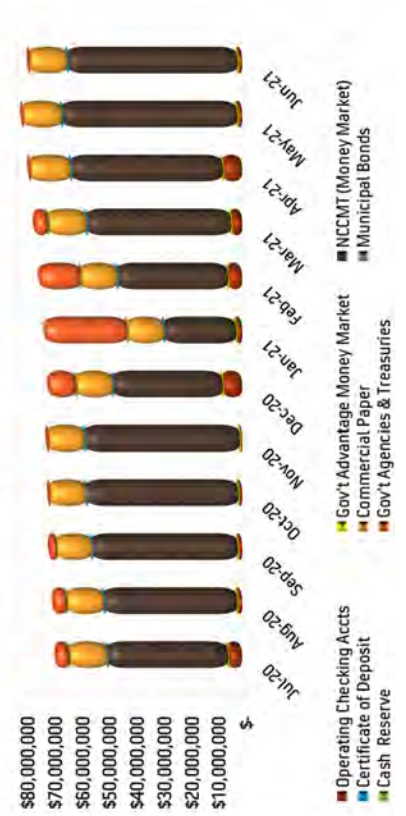
The District's YTM of .03% is exceeding the YTM benchmark of the NCCMT Government Portfolio.

All funds invested in CD's, operating checking accounts, Gov't Advantage money market are fully collateralized with the State Treasurer.

MSD of Buncombe County
Investment Portfolio - As of June 30, 2021



MSD of Buncombe County
Investment Portfolio - 12 Month Trend



Meeting Date: August 18, 2021

Subject: Cash Commitment/Investment Report-Month Ended June 30, 2021

Page 4

Metropolitan Sewerage District
Investment Managers' Report
on June 30, 2021

Summary of Asset Transactions

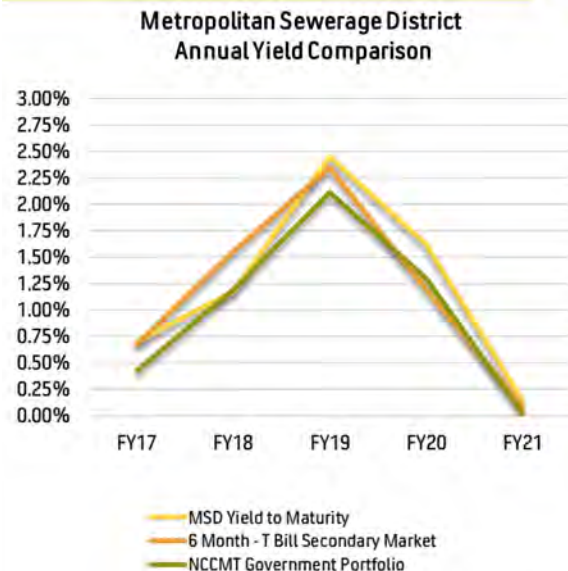
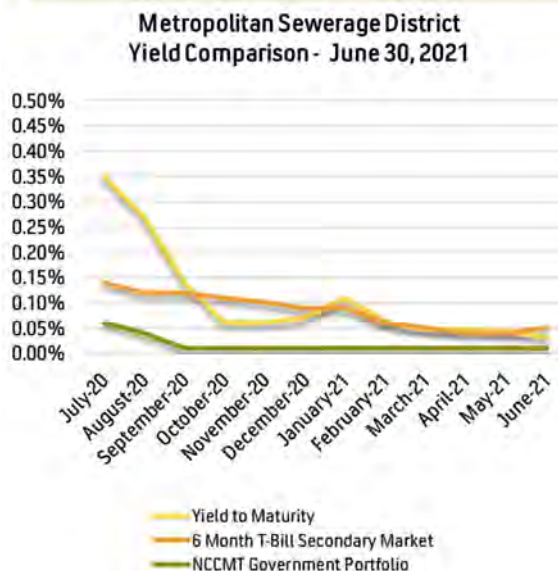
	Original Cost	Market	Interest Receivable
Beginning Balance	\$ 73,613,400	\$ 73,615,000	\$ -
Capital Contributed (Withdrawn)	(10,270,186)	(10,270,186)	-
Realized Income	889	889	-
Unrealized/Accrued Income	-	1,600	-
Ending Balance	<u>\$ 63,344,103</u>	<u>\$ 63,347,303</u>	<u>\$ -</u>

Value and Income by Maturity

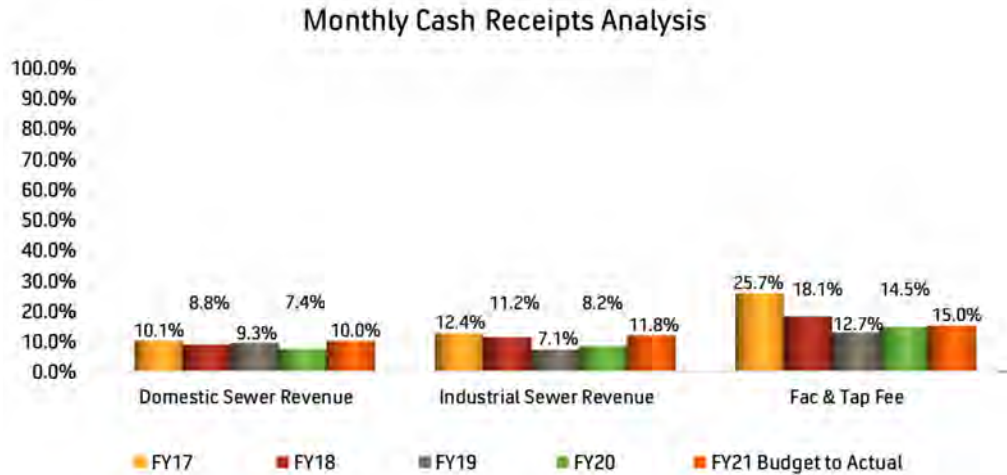
	Original Cost	Income
Cash Equivalents <91 Days	\$ 63,344,103	\$ 2,489
Securities/CD's 91 to 365 Days	-	-
Securities/CD's > 1 Year	-	-
	<u>\$ 63,344,103</u>	<u>\$ 2,489</u>

Month End Portfolio Information

Weighted Average Maturity	42
Yield to Maturity	0.03%
6 Month T-Bill Secondary Market	0.05%
NCCMT Government Portfolio	0.01%

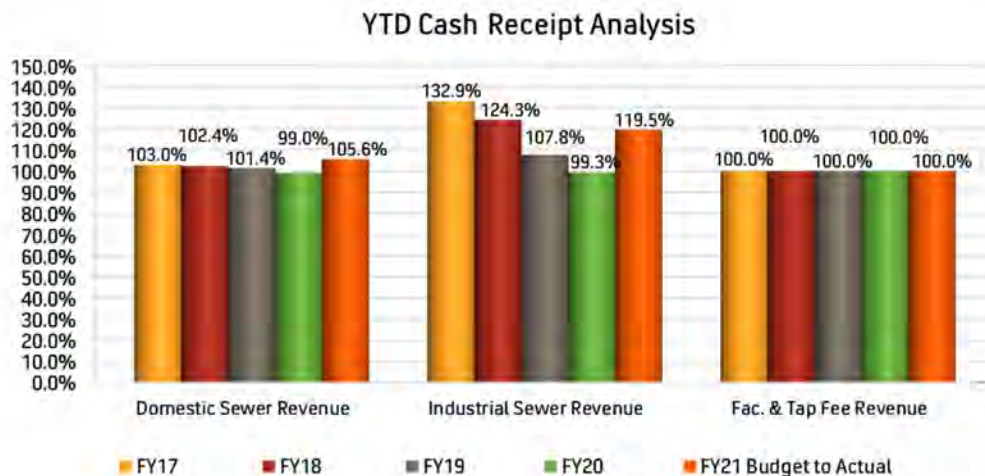


Metropolitan Sewerage District
Analysis of Cash Receipts
 As of June 30, 2021



Monthly Cash Receipts Analysis:

- ◆ Monthly domestic sewer revenue is considered reasonable based on timing of cash receipts in their respective fiscal periods.
- ◆ Monthly industrial sewer revenue is reasonable based on historical trends.
- ◆ Due to the unpredictable nature of facility and tap fee revenue, staff considers facility and tap fee revenue reasonable.



YTD Actual Revenue Analysis:

- ◆ YTD domestic sewer revenue is considered reasonable based on historical trends.
- ◆ YTD industrial sewer revenue is reasonable based on historical trends.
- ◆ Due to the unpredictable nature of facility and tap fee revenue, staff considers facility and tap fee revenue reasonable.

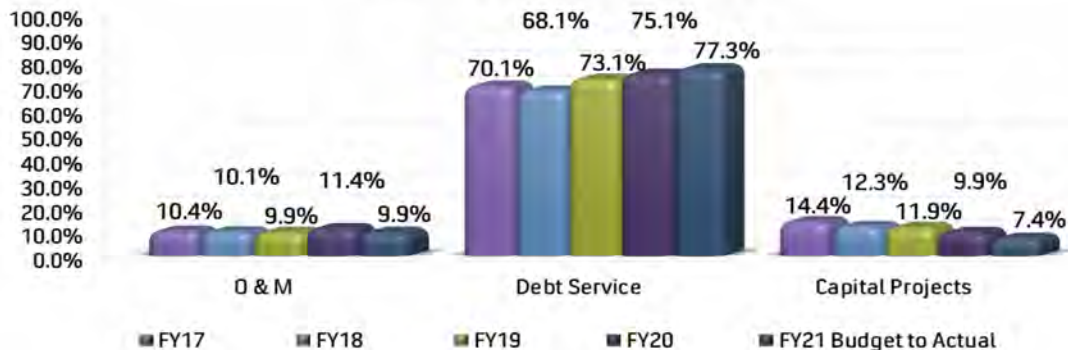
Meeting Date: August 18, 2021

Subject: Cash Commitment/Investment Report-Month Ended June 30, 2021

Page 6

Metropolitan Sewerage District **Analysis of Expenditures** As of June 30, 2021

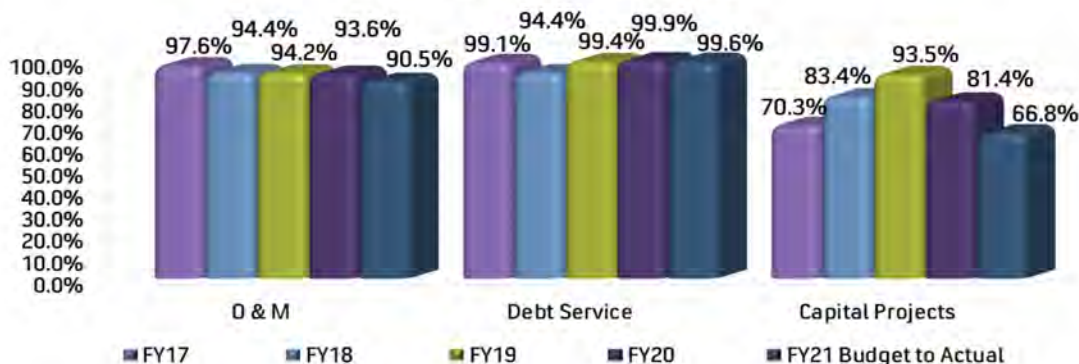
Monthly Expenditure Analysis



Monthly Expenditure Analysis:

- Monthly O&M expenditures are considered reasonable based on historical trends and timing of expenditures in the current year.
- Due to the nature of the variable rate bond market, monthly expenditures can vary year to year. Based on current variable interest rates, monthly debt service expenditures are considered reasonable.
- Due to nature and timing of capital projects, monthly expenditures can vary from year to year. Based on the current outstanding capital projects, monthly capital project expenditures are considered reasonable.

YTD Expenditure Analysis

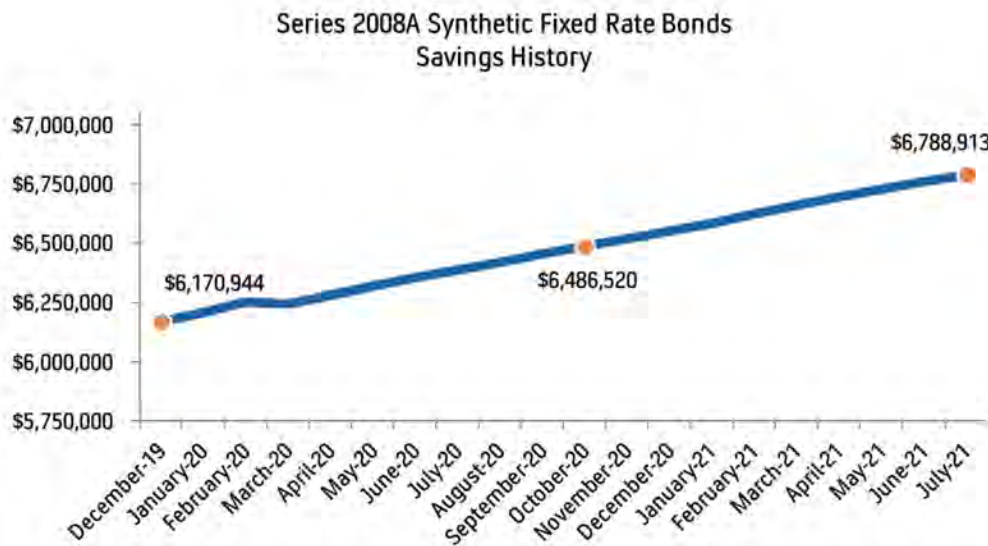
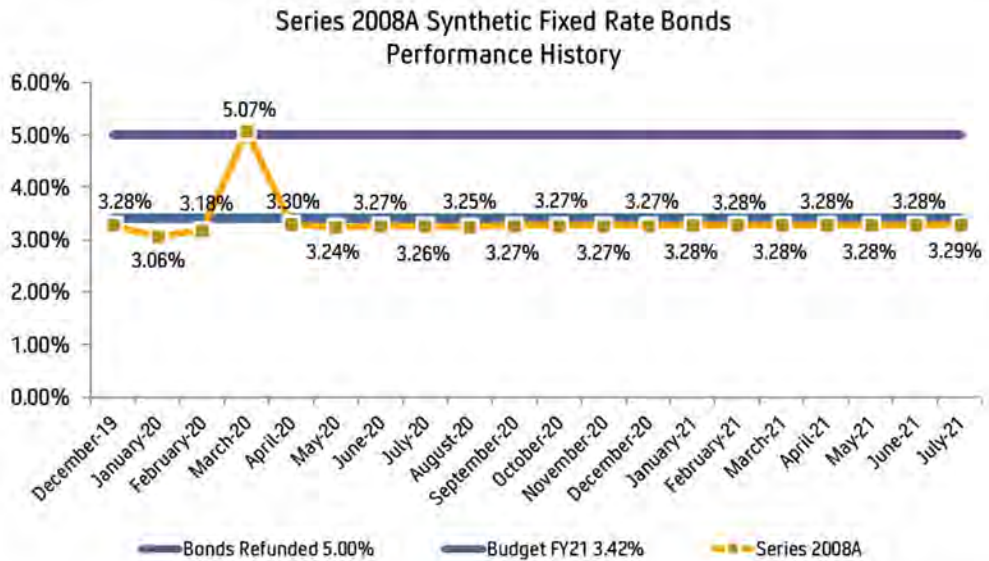


YTD Expenditure Analysis:

- YTD O&M expenditures are considered reasonable based on historical trends.
- Due to the nature of the variable rate bond market, YTD expenditures can vary year to year. Based on current variable interest rates, YTD debt service expenditures are considered reasonable.
- Due to nature and timing of capital projects, YTD expenditures can vary from year to year. Based on the current outstanding capital projects, YTD capital project expenditures are considered reasonable.

Meeting Date: August 18, 2021
Subject: Cash Commitment/Investment Report-Month Ended June 30, 2021
Page 7

Metropolitan Sewerage District
Variable Debt Service Report
 As of July 31, 2021



Series 2008A:

- + Savings to date on the Series 2008A Synthetic Fixed Rate Bonds is \$6,788,913 as compared to 4/1 fixed rate of 4.85%.
- + Assuming the rate on the Series 2008A Bonds continues at the current all-in rate of 3.7210%, MSD will achieve cash savings of \$4,670,000 over the life of the bonds.
- + MSD would pay \$3,098,136 to terminate the existing Bank of America Swap Agreement.

Metropolitan Sewerage District of Buncombe County BOARD INFORMATIONAL ITEM

Meeting Date: August 18, 2021
Submitted By: Thomas E. Hartye, PE., General Manager
Prepared By: W. Scott Powell, CLGFO, Director of Finance
Subject: Fourth Quarter Budget to Actual Review – FY2021

Background

At the end of each quarter, actual revenue and expenditure amounts are compared with the budget to evaluate performance. This information is based on cash revenues and invoices received prior to June 30, 2021 and may not include some accruals of revenue and expenditures.

Discussion

There are several explanatory notes at the bottom of the attached Budget to Actual schedule.

Other considerations are as follows:

- Domestic revenues and Industrial Revenue are above budgeted expectations. Staff believes Domestic User Fee variance will end up around 104% when June accounts receivable data is received from its Member Agencies in September. Staff monitors consumption trends as they have a direct effect on the District's current and future revenue projections.
- Facility and Tap Fees are budgeted conservatively. The unusually large variance as of the end of the year is due to receiving anticipated yields for the fiscal year.
- Interest and miscellaneous income are below budgeted expectations. Actual short-term interest rates did not meet anticipated yields for the fiscal year.
- Rental income reflects actual cash receipts.

Meeting Date: August 18, 2021

Subject: Fourth Quarter Budget to Actual Review – FY2021

Page 2

Discussion (continued)

- Actual and encumbered O&M expenditures are considered reasonable but may vary slightly once accruals and adjustments are made in connection to the final audit.

- Bond principal and interest are at budgeted expectations.

- Capital project expenditures are at approximately 72.08% of budget. This reflects delays in three projects due to the fire in November 2020 and Norfolk Southern right of way issues. All unexpended funds have been included in the FY2022 budget.

Staff Recommendation

None - Information Only.

<u>Action Taken</u>			
Motion by:	to	<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Second by:		<input type="checkbox"/> Table	<input type="checkbox"/> Send to Committee
Other:			
Follow-up required:			
Person responsible:			Deadline:

Metropolitan Sewerage District
Budget to Actual Revenue and Expenditure Report
For the twelve months ended June 30, 2021
UNAUDITED--NON-GAAP

	Amended Budget	Actual to Date	% Budget to Actual
REVENUES			
Domestic User Fees ¹	\$ 32,234,286	\$ 34,051,661	105.64%
Industrial User Fees	2,881,690	3,444,614	119.53%
Facility Fees ²	2,000,000	4,351,547	217.58%
Tap Fees ³	175,000	740,513	423.15%
Billing and Collection	934,101	983,058	105.24%
Interest and Misc. Income	6,755,517	6,511,475	96.39%
Employee Contribution to Health Ins.	389,048	378,470	97.28%
City of Asheville (Enka Bonds)	35,000	30,586	87.39%
Rental Income	71,641	79,445	110.89%
Use of (Contributions to) Available Funds ⁴	<u>17,374,543</u>	<u>1,246,645</u>	7.18%
Total Revenues⁵	<u>\$ 62,850,826</u>	<u>\$ 51,818,014</u>	82.45%
EXPENDITURES			
Operations and Maintenance ⁶	\$ 17,351,901	\$ 16,006,163	92.24%
Bond Principal and Interest	9,837,382	9,799,087	99.61%
Other Long-Term Obligations	2,750,000	2,748,354	99.94%
Capital Equipment (Other than O&M) ⁶	1,280,227	1,184,730	92.54%
Capital Projects ⁶	30,631,316	22,079,681	72.08%
Contingency	<u>1,000,000</u>	<u>-</u>	0.00%
Total Expenditures	<u>\$ 62,850,826</u>	<u>\$ 51,818,014</u>	82.45%

Notes:

¹Revenues are accounted for on the cash basis method

²Increase due to unanticipated revenue from various developments

³Increase in number of Taps requiring Pavement Disturbance

⁴Pay-as-go funds to be used for CIP

⁵Budget-to-Actual Ratio does not include use of available funds

⁶Includes encumbered amounts as well as actual insurance expenditures

Metropolitan Sewerage District of Buncombe County BOARD ACTION ITEM

Meeting Date: August 18, 2021
Submitted By: Thomas E. Hartye, PE., General Manager
Prepared By: W. Scott Powell, CLGFO, Director of Finance
Subject: Consideration of Budget Amendments for the Fleet & Heavy Equipment Fund

Background

To be in compliance with North Carolina General Statutes, all expenditures must be included in the governing body's adopted annual balanced budget ordinance. In the event unforeseen expenditures occur which exceed the adopted amount, a budget amendment resolution must be approved by the governing body. The proposed budget amendment resolution identifies the nature of the expenditure as well as the source of funding.

Discussion

On December 16, 2020, the Board approved the purchase of a tanker truck chassis. Due to impact of COVID-19 on supply chains, the chassis has been delayed until September 2021. As such, staff recommends amending the Fleet & Heavy Equipment Fund in the amount of \$150,000. This amount will cover expenditures which were appropriated last year.

Staff Recommendation

Staff recommends the approval of the attached Budget Amendment Resolution.

Action Taken

Motion by:

to

Approve

Disapprove

Second by:

Table

Send to Committee

Other:

Follow-up required:

Person responsible:

Deadline:

BUDGET AMENDMENT RESOLUTION

for the
Metropolitan Sewerage District
of Buncombe County, North Carolina

WHEREAS, the Metropolitan Sewerage District of Buncombe County, North Carolina (the "Issuer") is a body politic and corporate organized and existing under the laws of the State of North Carolina; and

WHEREAS, the General Manager and Finance Director recommend, and the District Board now desires to amend the FY2021-FY2022 Fleet & Heavy Equipment Fund as outlined below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby adopts the amendment to the Fleet & Heavy Equipment Fund listed below for the fiscal year beginning July 1,2021 and ending June 30,2022

Capital Equipment Expenditures	<u>\$150,000</u>
--------------------------------	------------------

It is estimated that the following revenues will be available to the Fleet & Heavy Equipment Fund for the fiscal year beginning July 1,2021 and ending June 30,2022:

Appropriated from Net Position	<u>\$150,000</u>
--------------------------------	------------------

Section 2. That this resolution shall be entered in the minutes of the District within five (5) days after its adoption, copies thereof are ordered to be filed with the Finance and Budget Officer and Secretary of the Board as required by G. S. 159-13(d).

PASSED AND ADOPTED this 18th day of August 2021

M. Jerry VeHaun, Chairman of the Board
Metropolitan Sewerage District of
Buncombe County, North Carolina

Attested to:

Jackie W. Bryson, Secretary/Treasurer

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

Meeting Date: August 18, 2021
Submitted By: Thomas E. Hartye, PE., General Manager
Prepared By: W. Scott Powell, CLGFO, Director of Finance
Subject: Reimbursement Resolution for Bond Projects

Background

To be in compliance with IRS regulations concerning tax-exempt financing, all expenditures made with non-MSD bond funds and to be reimbursed from MSD bond funds must be properly identified and authorized. The proposed reimbursement resolution identifies major projects intended to be solely or substantially financed by bonds anticipated to be issued in FY2024. Board approval is required to obtain the tax-exemption of interest paid on MSD bonds by authorizing reimbursement from bond proceeds of the expenditures for these projects.

This resolution does not take the place of an annual budget or capital projects ordinance as mandated by North Carolina General Statutes required authorizing any expenditures irrespective of source of the funds. These projects have been or will be included in the District's annual budget process.

In addition to this current reimbursement resolution, additional resolutions may be submitted for other projects when their anticipated costs may be more accurately projected.

Discussion

\$40 million of bonds are planned to be issued in FY2024 and this reimbursement resolution is intended to preserve for the District the ability to issue the bonds as tax-exempt bonds and to reimburse itself from their proceeds for the temporary cash outlay made for the projects identified in the reimbursement resolutions.

Meeting Date: August 18, 2021

Subject: Reimbursement Resolution for Bond Projects

Page 2

Discussion(continued)

Engineering staff have identified several upcoming projects detailed on the attached exhibit, which could be reimbursed from the upcoming revenue bonds. Estimated reimbursable expenditures for these projects total \$13,605,000.

Fiscal Impact

Allows for reimbursement of project expenses with bond proceeds. This reimbursement resolution does not obligate the District to use bond proceeds for these projects, nor does it create an obligation for expenditure of the funds for the identified projects. Authorization for these project expenditures is provided by the annual budget ordinance or capital projects ordinance.

Staff Recommendation

Approval.

<u>Action Taken</u>			
Motion by:	to	<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Second by:		<input type="checkbox"/> Table	<input type="checkbox"/> Send to Committee
Other:			
Follow-up required:			
Person responsible:		Deadline:	

REIMBURSEMENT RESOLUTION

RESOLUTION OF THE DISTRICT BOARD OF THE METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND/OR EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, the Metropolitan Sewerage District of Buncombe County, North Carolina (the "Issuer") is a body politic and corporate organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning June 18, 2021, and will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the acquisition, design and construction of the projects on the attached Exhibit (the "Projects"); and

WHEREAS, the District Board of the Issuer (the "Board") has determined that those monies previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt bonds (the "Bonds").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

- Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Bonds for the Expenditures with respect to the Project made on and after June 18, 2021, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds.
- Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.
- Section 3. The maximum principal amount of the Bonds expected to be issued for the Projects is \$13,605,000.
- Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Projects are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain *de minimis* amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.
- Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 18th day of August 2021

M. Jerry VeHaun, Chairman of the Board

Attested to:

Jackie W. Bryson, Secretary/Treasurer

Metropolitan Sewerage District of Buncombe County
Attachment to Reimbursement Resolution
 August 18, 2021

Project	Project #	Estimated Expenditures on and after June 18, 2021
Mountainbrook Road @ Chunns Cove Road	2010112	1,235,000
Christian Creek Interceptor	2011110	3,889,000
Springside Drive @ Overlook Road	2012127	1,479,000
West Crabapple Lane	2014005	467,000
Plant High-Rate Primary Treatment	2015054	2,207,000
Bryson Street	2016167	443,000
French Broad Interceptor @ Amboy Road	2021036	<u>3,885,000</u>
		<u>\$ 13,605,000</u>

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: August 18, 2021

SUBMITTED BY: Tom Hartye, P.E. - General Manager

REVIEWED BY: Scott Powell, CLGFO - Finance Director
Billy Clarke, Esq. - District Counsel

PREPARED BY: Ed Bradford, P.E. - Director of Engineering
Hunter Carson, P.E. - Assistant Director of Engineering
Shaun Armistead, P.E. - Project Manager

SUBJECT: Consideration of Contract for Design Services: Weaverville Pump Station Replacement Project, MSD Project No. 2019080

BACKGROUND: The Weaverville Pump Station system serves the Reems Creek basin, which includes the Town of Weaverville and surrounding areas in northern Buncombe County. This system was first installed in the mid-1980's in order to eliminate a small treatment plant which discharged directly to Reems Creek.

The system is comprised of two pump stations and approximately 20,000 LF of force main. It has performed reliably over the past 35 years and has been rehabilitated at various times and locations. Due to current and projected growth within this basin, the system is reaching the end of its functional life and must be upgraded.

In accordance with *NCGS 143-64.31* the District advertised a Request for Qualifications for the design phase and received responses from CDM Smith, Highfill Infrastructure Engineering, and McGill Associates. The selection committee objectively rated various aspects of each firm based on their capabilities, experience, and staffing as relevant to this particular project. CDM Smith had the highest overall score, and is the most qualified engineering consultant to complete the design for this project.

CDM Smith has designed and installed many pump stations not only in this region but also across the United States. As a result they have the expertise necessary to design this unique system. CDM Smith has worked effectively on many projects with the District. Staff therefore recommends that the District contract with CDM Smith for the design work.

After receiving an initial proposal for CDM Smith's engineering design fee, District staff negotiated a reduced fee in the amount of \$969,658.00. The most recent preliminary construction cost estimate for this project is \$9.5M.

A Capital Project Ordinance for this project is included in this agenda item. This is needed due to the significant expenditures for this project which will span multiple fiscal years.

Please refer to the attached documentation, including the CDM Smith Scope of Services, for further details.

FISCAL IMPACT: The combined FY22 and FY23 Design Budgets for this project total \$950,000.00. The FY22 Design Budget is \$712,500.00. FY23 will be adjusted in the upcoming CIP budget cycle.

STAFF RECOMMENDATION: Staff recommends the District enter into an engineering design contract with CDM Smith in the amount of \$969,658.00 and the approval of the attached Capital Project Ordinance, subject to review and approval by District Counsel.

Interoffice Memorandum

TO: Ed Bradford, P.E., Engineering Director
FROM: Shaun Armistead, P.E., Project Manager
DATE: August 4, 2021
RE: Weaverville Pump Station Replacement, Project # 2019080 Design Contract

MSD is beginning the process of designing the replacement pump stations and associated force mains serving Weaverville and the surrounding service areas in northern Buncombe County. Heavy growth has led to an increased demand for sewer allocations in these basins, and as a result, the stations (currently pumping in series) are low on available capacity.

This project will replace the existing 2.2 MGD Weaverville #1 Pump Station with a 5 MGD pump station; replace the existing 12-inch force main with a larger force main (proposed as 18-inch through 20-inch diameter); and transform the existing Weaverville #2 Pump Station into a local pump station tying into the new force main near the overall system high point. This will eliminate the series pumping condition that currently exists, and replace it with one main pump station, which will be less complex to operate.

Three Statements of Qualifications (SOQs) were received by Friday, June 4, 2021, from the following engineering firms:

1. CDM Smith
2. Highfill Infrastructure Engineering, P.C.
3. McGill Associates, P.A.

After review of the SOQs and interviews with each of the firms conducted by a panel of MSD staff, CDM Smith was selected as the design firm, based on their superior qualifications.

Design is proposed to begin Fall 2021 and conclude Spring 2023, to allow construction to begin Fall 2023. MSD's current budget for design of this system is \$950,000.00. CDM Smith has submitted a project scope and proposed a cost, after negotiation with MSD staff, of \$969,658.00 for the design of this system. MSD staff have chosen to handle surveying and geotechnical investigations through contracts directly with relevant firms to reduce overall design phase costs.

CDM Smith has performed well on previous MSD projects; therefore, staff recommends that MSD proceed to enter into a design contract for this project with CDM Smith.

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY** (hereinafter called the "**District**"), a North Carolina public body and body politic and corporate created and established under the provisions of the North Carolina Metropolitan Sewerage Districts Act, Chapter 153, Article 25, Sections 153-295 to 153-324, inclusive (succeeded by Chapter 162A, Article 5, Sections 162A-64 to 162A-81, inclusive) of the General Statutes of North Carolina, and **CDM Smith Inc.** (hereinafter called "**CDM Smith**"), a Massachusetts corporation with offices and business locations in Charlotte and Raleigh, North Carolina.

WITNESSETH:

WHEREAS, the **District** proposes to do certain work in connection with the design of its Weaverville Pump Station Replacement project, (the "**Project**") as further described in Exhibit A (Scope of Work & Budget) from **CDM Smith** to the **District**; a copy of which is attached hereto.

WHEREAS, the **District** selected **CDM Smith** as the engineer for the Project pursuant to N.C. Gen. Stats. 143-64.31;

WHEREAS, the **District** negotiated a price for the engineering work on the Project with **CDM Smith**, and the District Board authorized the **District** to enter into this Contract for Engineering Services;

WHEREAS, **CDM Smith** desires to provide professional engineering services on the Project in accordance with this Agreement.

NOW, THEREFORE, in consideration of the covenants and the conditions set forth herein, it is hereby agreed as follow:

SECTION 1 - GENERAL SERVICES

- 1.1 **CDM Smith** shall, as directed by **District**, provide professional Engineering Services for the **District** on all phases of the Project as agreed to herein and serve as **District's** professional Engineering representative for the Project.
- 1.2 **CDM Smith** shall provide all personnel required for the performance of professional engineering services on the Project unless otherwise provided herein. Such personnel shall not be employees of the **District**. All services rendered hereunder shall be performed by **CDM Smith** or under its supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. Engineering Services shall be performed in accordance with the standard of competence and care generally prevailing

among licensed professional engineers working on wastewater projects in the southeastern United States. None of the services covered by this Agreement shall be subcontracted without the prior approval of the **District**.

- 1.3 **CDM Smith** shall provide assistance to the **District** so it can obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 **CDM Smith** shall seek and obtain authorization from the **District** before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services as set forth in Exhibit A, attached hereto, subject to the District's right to terminate as herein provided.
- 1.5 **CDM Smith** shall comply with applicable Federal, State and local laws and regulations regarding employment. **CDM Smith** is further obligated to include all such requirements in any subcontract written in connection with this Agreement.

SECTION 2 - SCOPE OF WORK

CDM Smith shall have the following responsibilities in connection with the Preliminary Engineering, Design Phase, Bidding and Award of Contract. The Construction Administration Phase is not included at this time but may be added by amendment at a future date:

- 2.1 Perform all work as outlined in the attached Exhibit A, Scope of Work.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the **District**, **CDM Smith** will furnish or obtain from others additional services ("Additional Services") of the following types which are not considered Basic Services under this Agreement.

- 3.1 Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, **District's** schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of **CDM Smith**.
- 3.3 Preparing documents for alternate bids requested by the **District** for work which is not executed or documents for out-of-sequence work other than agreed upon in the design phase.

- 3.4 Preparing to serve or serving as a witness for the **District** in any litigation or other proceeding involving the Project.
- 3.5 Additional services in connection with the Project, including services normally furnished by the **District**, and services not otherwise provided for in this Agreement.
- 3.6 Additional services resulting from significant extensions to the construction contract time. These services would include additional inspection and construction administrator time required for the completion of the Project.

SECTION 4 - DISTRICT'S RESPONSIBILITIES

The District shall:

- 4.1 Provide full information as to its requirements for the Project.
- 4.2 Assist **CDM Smith** by making available for inspection all available information, in the possession of the **District**, pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Furnish **CDM Smith** any existing data and information, in the **District's** possession for property boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; all of which **CDM Smith** may rely upon in performing its services under this Agreement.
- 4.4 Make all necessary arrangements for **CDM Smith** to enter upon public and private property as may be required for **CDM Smith** to perform services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by **CDM Smith** and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of **CDM Smith**.
- 4.6 Provide such legal, accounting and insurance counseling services as may be necessary to fulfill the **District's** responsibilities under this Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.
- 4.7 Designate a person to act as the **District's** representative on the Project.
- 4.8 Give prompt notice to **CDM Smith** whenever the **District** observes or otherwise becomes aware of any defect in the Project.

- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the project, subject to the obligations of **CDM Smith** outlined in Section 1.3 of this Agreement.
- 4.10 Furnish, or direct **CDM Smith** to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, **CDM Smith** will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. Upon receiving authorization to proceed, **CDM Smith** shall provide the **District** with a written schedule of completion for the services so authorized.
- 5.2 If the design or construction of the Project is delayed significantly for reasons, including costs of construction, beyond the control of **CDM Smith**, the various rates of compensation and schedule provided for elsewhere in this Agreement shall be subject to renegotiation. It is expressly understood and agreed by all parties to the Agreement that a delay of several months may occur between completion of design and commencement of construction. This delay shall not be considered significant and shall not be the basis for renegotiation of price or schedule.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR SERVICES

- 6.1.1 The **District** will pay **CDM Smith**, as outlined in the attached EXHIBIT A, Scope of Work and Budget, a lump sum fee of \$969,658.00.
- 6.1.2 The **District** will not pay **CDM Smith** on a lump sum basis for any tasks that are not fully completed in accordance with these documents and EXHIBIT A, Scope of Work, attached hereto.

6.2 TIMES OF PAYMENT

- 6.2.1 **CDM Smith** shall submit, on a monthly basis, detailed statements for all services rendered under this Agreement. Upon receipt, the **District** will review each statement, and after satisfactory review and approval, make prompt payment. In the event the **District** disputes any invoice item, the **District** shall give **CDM Smith** reasonable written notice of such

disputed item ten (10) days after receipt of such invoice and shall pay to **CDM Smith** the undisputed portion of the invoice according to the provisions hereof.

6.3 GENERAL

- 6.3.1 If the **District** fails to make any payment due to **CDM Smith** on account of its services and expenses within thirty (30) days after receipt of **CDM Smith's** bill therefore, and the payment is not under dispute, then interest will accrue on each unpaid amount at the rate of one and one-half percent (1½%) per month, from the date due until paid according to the provisions of this Agreement and **CDM Smith** may, after giving seven days written notice to the **District**, suspend services under this Agreement until they have been paid in full all amounts due them on account of its services and expenses.
- 6.3.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to **CDM Smith** on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, **CDM Smith** shall be paid for services rendered on the basis of its reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, **CDM Smith** will be paid for all its reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.3.3 If, prior to termination of this Agreement, any work designated or specified by **CDM Smith**, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the **District**, **CDM Smith** shall be paid for services performed prior to receipt of such notice from the **District** as provided in paragraph 6.3.2 for termination during any phase of their service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the **District** finds that it is inadvisable or impossible to continue the execution of the Project; or if **CDM Smith** shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if **CDM Smith** shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if **CDM Smith** becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors, then the **District** has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to **CDM Smith** of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days **CDM Smith** shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, **CDM Smith** shall be paid for all services

performed and actual expenses incurred up to the date of termination pursuant to Section 6.3.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All project specific documents and information provided by **CDM Smith** to the **District** under this Agreement will become the property of the **District** as an instrument of service provided, upon delivery of and payment for the various work items. The documents and information provided by **CDM Smith** under this Agreement are intended for use by the **District** in the design and construction of the Plant High Rate Primary Treatment Project. The documents are not intended or represented to be suitable for reuse by **District** or others on extensions of the project or on any other project without express written permission of **CDM Smith**. Any reuse without prior written verification or adaptation by **CDM Smith** for the specific purpose intended will be at **District's** sole risk and without liability or legal exposure to **CDM Smith**. **CDM Smith** shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the **CDM Smith**.

7.3 INSURANCE AND CLAIMS

- 7.3.1 **CDM Smith** will maintain and keep in force such insurance as will provide coverage from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of its employees or of any person other than its employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in an industry standard form and substance, and shall be in an amount of two million dollars (\$2,000,000.00). **CDM Smith** will maintain professional liability insurance in an amount of \$2,000,000.00.
- 7.3.2 **District** agrees to maintain appropriate protection for all property owned by or in the custody of **District** and does hereby waive all rights (and, to the extent required, shall require its insurers to waive all rights of subrogation) against **CDM Smith** for claims of damage for such property, however such loss or damage shall occur, except where such loss or damage proximately results from the fault or negligence of **CDM Smith**. If the services extend to the construction phase of this project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the **District** and shall protect the **District** and **CDM Smith** to the same extent.

7.4 SUCCESSORS AND ASSIGNS

- 7.4.1 The **District** and **CDM Smith** each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **District** nor **CDM Smith** will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **District** and **CDM Smith**.

7.5 ENTIRE AGREEMENT

- 7.5.1 This Agreement constitutes the entire agreement between the **District** and **CDM Smith** and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified in writing signed by both parties.
- 7.5.2 This Agreement shall be governed by the laws of the state of North Carolina. Disputes arising hereunder shall be subject to jurisdiction of the General Court of Justice of the State of North Carolina. The parties agree to attempt to resolve any disputes through informal negotiation. If the matter cannot be resolved through informal negotiation within thirty days, the District and CDM Smith agree to submit the matter to non-binding mediation before a mediator certified to conduct Superior Court mediations in the General Court of Justice in the State of North Carolina. . The mediator shall be mutually agreeable to the **District** and **CDM Smith**. The mediation shall be conducted within sixty days of the request of either party to proceed with mediation. The cost of the mediation shall be split equally between the **District** and **CDM Smith**. If the matter cannot be resolved through non-binding mediation, either party may institute litigation in the General Court of Justice, 28th Judicial District of North Carolina.
- 7.5.3 The cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, **CDM Smith's** opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. **CDM Smith** does not guarantee that proposals, bids, or actual project costs will not vary from **CDM Smith's** cost estimates or that actual schedules will not vary from **CDM Smith's** projected schedules.
- 7.5.4 To the fullest extent permitted by law, **CDM Smith's** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall be in an amount of two million dollars (\$2,000,000.00) notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of **CDM Smith** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.
- 7.5.5 Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **District** and **CDM Smith** shall not be liable to each other for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; increased operating costs; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; and for any special, incidental, indirect, punitive, exemplary, or consequential damages resulting in any way from the performance or non-performance of the services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CDM Smith Inc.

(SEAL)

By: _____
Jon Lapsley, P.E.
Vice President

Date: _____

ATTEST:

**METROPOLITAN SEWERAGE DISTRICT
OF BUNCOMBE COUNTY, NORTH CAROLINA**

(SEAL)

By: _____
Thomas E. Hartye, P.E.
General Manager

Date: _____

ATTEST:

W. Scott Powell, MSD Director of Finance

*“This instrument has been pre-audited in
the manner required by the Local
Government Budget and Fiscal Control Act”*

EXHIBIT A

TO AGREEMENT BETWEEN

OWNER AND ENGINEER

SCOPE OF SERVICES, SCHEDULE, ASSUMPTIONS, AND PAYMENT AND COMPENSATION

This is an exhibit attached to and made a part of the Agreement dated, _____ 2021, between MSD of Buncombe County (OWNER) and CDM Smith Inc. (ENGINEER) for professional services. ENGINEER will provide project management, preliminary design, final design, permitting, and bid phase services for the **Weaverville Pump Station and Forcemain System Improvements** (PROJECT).

PROJECT DESCRIPTION AND OBJECTIVES

The OWNER owns and operates a sanitary sewer collection system that services customers in Buncombe County and northern Henderson County, North Carolina. The collection system includes a subsystem that serves the Town of Weaverville. The Weaverville System includes the following components:

- Reems Creek gravity sewer interceptor
- Weaverville Pump Station No. 1
- #5 Patti Lane (Private sewer pump station)
- Weaverville Pump Station No. 2
- Lee Creek Pump Station
- Forcemain system from Weaverville Pump Station No. 1 to the French Broad River Water Reclamation Facility (WRF). The forcemain is approximately 19,800 feet long to the point where it converts to gravity sewer upstream of the WRF.

The existing system is a series pumping arrangement where Pump Station No. 1 pumps to Pump Station No. 2 and then to the French Broad River WRF. The existing pump stations at #5 Patti Lane and Lee Creek manifold into the existing forcemain and pump in parallel. The original facilities were commissioned in approximately 1983 and have undergone expansions, repairs, and improvements to the pump station facilities and forcemain system.

The Weaverville Pumping System is currently being reported as negative “Available Capacity” on the North Carolina Department of Environmental Quality, Division of Water Resources (DWR) *Flow Tracking/Acceptance of Sewer Extension Application (FTSE)* for all new sewer extensions in the basins served by these pump stations. The OWNER desires to implement the PROJECT to increase the system capacity to allow for continued connection and development in the current and future service areas and address other system deficiencies to achieve a desired 50-year service life for the new infrastructure.

Basic Services to be provided by the ENGINEER under this Agreement shall be limited to the following:

- Task 100 – Project Management and Meetings
- Task 200 – Conceptual Design Evaluation
- Task 300 – Preliminary Design Report
- Task 400 – Survey and Mapping
- Task 500 – Geotechnical Investigations
- Task 600 – Final Design
- Task 700 – Permitting
- Task 800 – Bidding and Award

The following tasks may be added at a future date by amendment for additional services:

- Task 900 – Construction Contract Administration (Future Task)
- Task 1000 – Resident Project Representative (RPR) (Future Task)
- Task 1100 – Start-up and Training (Future Task)
- Task 1200 – Record Drawings and Close-Out (Future Task)

The detailed scope of services for the basic services included under this Agreement for Tasks 100 through 800 follows:

TASK 100 PROJECT MANAGEMENT AND MEETINGS

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the PROJECT. In addition to the ENGINEER's normal in-house staff management and job tracking procedures, the following subtasks will be considered project management services:

101 Project Management

ENGINEER shall manage the PROJECT in a manner so as to be responsive to the needs and schedule of the OWNER and produce a quality work product. The project management and administration efforts will include the following items:

- Oversee the PROJECT team relative to meeting budget, schedule and conformance to the PROJECT scope.
- Monitor the quality control program throughout the life of the PROJECT.
- Perform PROJECT planning and formulate the plan.
- Update the PROJECT schedule if during the project life a substantial deviation in the schedule occurs. All other minor schedule updates will occur in the monthly PROJECT reporting.
- Prepare and submit a monthly summary progress report to the OWNER via email to update the PROJECT schedule, list milestones achieved, provide current status of each major task, and

identify potential changes in scope or budget. Monthly progress reports will be provided with monthly PROJECT invoicing.

- Maintain a PROJECT cost accounting system throughout the life of the PROJECT.
- Maintain a PROJECT filing system throughout the life of the PROJECT to use for storage and retrieval of PROJECT documents.
- Coordinate and manage sub-consultants to the ENGINEER.

102 Develop Detailed Project Schedule

A detailed schedule will be developed for key engineering activities during the design phase of the PROJECT. The schedule will be based on the milestone dates in Exhibit B and include the tasks outlined in this Scope of Services. The schedule will be reviewed with the OWNER and finalized, with copies sent to the OWNER. The schedule will be developed using Microsoft Project software, which will also be used throughout the PROJECT.

The schedule will incorporate interim deliverables and review periods for the following:

- Conceptual Design Technical Memorandum.
- Preliminary Design Report.
- 60%, 90%, and final bid ready design packages and review meetings.
- Construction cost estimates at the Preliminary Design, 60- and 90-percent deliverable stages.
- OWNER and permitting agency review periods.

ENGINEER will coordinate with the OWNER throughout the PROJECT to update the schedule.

103 Project Kickoff Meeting

A PROJECT kickoff meeting will be held with the OWNER to discuss PROJECT schedule, administrative procedures, respective responsibilities, communications, OWNER contacts, OWNER expectations, progress reporting, data collection, and other PROJECT matters as appropriate. Key stakeholders of the OWNER and ENGINEER's project team are expected to attend.

104 Project Progress Meetings

The ENGINEER shall meet with OWNER's representative(s) during the design effort to keep the OWNER apprised of PROJECT progress and significant issues. Meeting minutes shall be prepared by the ENGINEER and distributed to meeting attendees to summarize key discussion and action items resulting from PROJECT meetings. Progress meetings will not be held during months in which other PROJECT meetings are being conducted (e.g. design document review meetings). Up to 10 progress meetings (not including the kickoff meeting) with the OWNER have been assumed for this Scope of Services with 5 meetings assumed to be in-person at the OWNER's offices and 5 meetings to be conducted virtually.

Deliverables

- Monthly PROJECT summary status reports with invoices
- PROJECT Meeting Minutes
- PROJECT Schedule

TASK 200 CONCEPTUAL DESIGN EVALUATION

The ENGINEER will perform a conceptual design evaluation to collect and review existing information, identify key alternatives to be analyzed, define basic design criteria, develop conceptual design schematics, and present in a workshop with the OWNER. Related subtasks follow:

201 Data Collection, Review, and Coordination

Collect and review available data on existing infrastructure at the sites where the new facilities will be located (i.e. the existing Pump Station Nos. 1 and 2 sites and the forcemain alignment). Data on the existing facilities include record drawings, operation and maintenance manuals, permits, and subsurface conditions (if available) shall also be provided by the OWNER.

202 Field Reconnaissance

ENGINEER will perform a field reconnaissance of the proposed forcemain route(s), and pump station site for the purpose of identifying design considerations, potential constructability concerns, public and private property impacts, traffic impacts, environmental impacts, and wastewater service impacts. This site visit will occur in conjunction with the project kickoff meeting.

203 Conceptual Design Evaluation

ENGINEER will perform a conceptual design evaluation which will include the following:

- Confirm code and OWNER standards and design requirements for the PROJECT.
- Perform conceptual pump station hydraulic modeling to define system hydraulics, forcemain diameter concept sizing and impacts to adjacent pump stations (#5 Patti Lane and Lee Creek Pump Stations).
- Identify conceptual layout and configuration of pump stations at Weaverville Pump Station Nos. 1 and 2 including recommendation for influent grinding upstream of Pump Station No. 1.
- Prepare a qualitative comparison of 2 forcemain route alternatives between Goldview Road and Pump Station No. 2 as well as a relative estimate of construction cost and operation and maintenance cost for each option including system hydraulic impacts.
- Identify forcemain material options including the pros/cons and impacts to system hydraulics.

204 Workshop

ENGINEER will conduct a workshop with the OWNER to discuss the results of the evaluation and summarize the findings. The outcome of the workshop will be confirmation of the proposed configuration for Pump Station No. 1 and No. 2, forcemain sizing, and forcemain routing to be

carried into preliminary design. ENGINEER will document the workshop discussion in meeting minutes and distribute to attendees.

Deliverables

- None

TASK 300 PRELIMINARY DESIGN REPORT

The ENGINEER shall prepare a Preliminary Design Report consisting of design criteria, equipment sizing and selection, functional features and preferred equipment manufacturers, and preliminary layout drawings representing the improvement recommendations agreed upon with the OWNER per Task 200.

The Preliminary Design Report will provide detailed design information that will establish the foundation for the key project components and how the various disciplines will be integrated (e.g. a single line electrical diagram, a process and instrumentation diagram, etc.). Related subtasks are described below.

301 Preliminary Design Report

The ENGINEER shall prepare a Preliminary Design Report that will include the following:

- Design criteria, equipment sizing and selection, functional features and preferred equipment manufacturers for pumping systems and forcemain including electrical, instrumentation, mechanical, structural, and architectural considerations.
- Preliminary layout drawings for project components.
- Preliminary construction schedule.
- Preliminary Opinion of Probable Construction Cost (OPCC) (to be updated during the design phase).
- Local, state, and federal permitting requirements.

The ENGINEER shall provide the OWNER with an electronic copy of the Preliminary Design Report. After the OWNER reviews the Preliminary Design Report, the OWNER and ENGINEER shall meet to make final decisions on the recommendations and design issues. The Preliminary Design Report will be modified based on the review comments and a final report version issued. Three (3) hardcopies of the final Preliminary Design Report and an electronic copy will be provided to the OWNER.

302 Transient Analysis

A transient/surge analysis will be performed for the proposed and existing forcemain and pump station systems identified in the Preliminary Design Report. The surge analysis will be used to evaluate the transient effects caused from the power failure of one or more pumps at each of Pump Station No. 1 and No. 2 for a total of four scenarios as well as pump startup and shutdown. Transient analysis for No. 5 Patti Lane and Lee Creek Pump Station are not included. The surge analysis for the proposed forcemain piping systems will be used to recommend surge

control devices needed for system protection. Mitigation measures will be developed for Pump Station No. 1 and No. 2.

The surge model will be developed using Surge2020 or InfoSurge and will include node locations at significant high and low points along the forcemain with their respective elevations. Wave speeds used will be suitable for the pipeline materials based on manufacturer's literature and/or published data. Two alternative pipe materials (PVC and HDPE) will be modeled. Pipe system components will be represented in the surge model with their applicable resistance, minor loss, and opening/closing speeds. Pump and motor inertia will also be included. Surge control devices will be evaluated to control working plus surge pressure to mitigate the formation of vacuum conditions and water column separation.

It is assumed that surge control devices will include air handling valves and/or pressure relief type valves. If hydropneumatic surge tanks are necessary or recommended, additional surge modeling evaluation and design services will be required that is not included in this Scope of Services.

303 Preliminary Design Report Technical Review

During the course of the evaluation and recommendations process, the ENGINEER shall conduct one technical review meeting to verify that the recommendations are technically sound and complete. This review meeting shall be attended by a Technical Review Committee (TRC) of senior engineers independent from the PROJECT team.

Deliverables

- Draft Preliminary Design Report
- Final Preliminary Design Report

TASK 400 SURVEY AND MAPPING

Surveying, Subsurface Utility Engineering and Easement Mapping will be performed by the OWNER. ENGINEER will communicate the surveying needs to the OWNER for their coordination with local subconsultants to perform this work for the PROJECT. ENGINEER will review the survey files provided by the OWNER as part of integrating the survey into the final design. OWNER will review and approve all easement maps.

Deliverables

- None

TASK 500 GEOTECHNICAL INVESTIGATIONS

Geotechnical investigations will be performed by the OWNER. ENGINEER will communicate the geotechnical investigation needs to the OWNER for their coordination with local subconsultants to

perform this work for the PROJECT. ENGINEER will review the geotechnical data report(s) provided by the OWNER and suitability for use in conveying information to bidders/contractors for construction.

Deliverables

- None

TASK 600 FINAL DESIGN

The ENGINEER shall develop the final design of the facilities which are anticipated to include:

- A new submersible pump station at the Pump Station No. 1 site (either a tri-plex or quadplex arrangement) with an approximate near-term firm capacity of 4.0 million gallons per day (mgd) with expansion capabilities up to 5.0 mgd via pump replacement. Design will include associated electrical (including outdoor standby generator), SCADA, plumbing, structural, architectural and HVAC systems. It is assumed that the electrical equipment, variable frequency drives, and discharge piping system valves will be located above ground in a new pre-fabricated type building enclosure. The site will include a re-route and deepening of the Reems Creek gravity sewer system including approximately 400 linear feet of new 30" gravity sewer and an open cut trench crossing of Reems Creek. The existing diesel engine driven generator at the site will attempt to be re-utilized for required standby power at the facility. If the generator cannot be reused, a new generator will be designed/specified for the site. The existing Godwin standby diesel engine driven pump will be relocated to serve the new pump station installation.
- Approximately 10,000 feet of new forcemain (size to be confirmed but estimated to be 20" to 24" outside diameter) from the Pump Station No. 1 site to the existing 20" HDPE forcemain previously installed downstream of Pump Station No. 2. Approximately 6,500 feet of new forcemain (size to be confirmed but estimated to be 20" to 24" outside diameter) from the end of the existing 20" HDPE forcemain to the currently installed 36" HDPE gravity sewer. Up to two trenchless crossings are anticipated to be required (Goldview Road and Old Marshall Highway), ENGINEER will pursue open trench approval with NCDOT. It is assumed that the existing 20" HDPE forcemain to be reused is of suitable condition to be re-used with the new facilities.
- Rehabilitation of the submersible pump station at the Pump Station No. 2 Site with a total firm capacity of 0.5 mgd. Pumps will be constant speed. Design will include associated electrical, SCADA, and structural systems. It is assumed that the electrical equipment for the new pumps will be housed within the existing pre-fabricated building at the site. No new buildings are included in the scope and it is assumed that the existing wet well is structurally sound to be reused for the modified facility. The existing diesel engine driven generator at the site will attempt to be re-utilized for required standby power at the facility. If the generator cannot be reused, a new generator will be designed/specified for the site. No new screening/grinding structures are planned for Pump Station No. 2.
- Approximately 2,500 feet of new forcemain (size to be confirmed but estimated to be 6" in diameter) from the Pump Station No. 2 site to manifold into the Pump Station No. 1 forcemain beyond the ultimate system high point. No trenchless construction is anticipated to be required for this forcemain segment.

In the event that additional facilities are to be included based on the results of the Preliminary Design Report, this Agreement may be amended to increase the engineering Scope of Services and related costs. Final design services provided by the ENGINEER follow:

601 Design Drawings and Specifications

Prepare Contract Documents to include final Drawings and Specifications showing the scope, extent, and character of the work to be performed and furnished by contractor. Specifications shall be prepared, where appropriate, in general conformance with the 50-division format of the Construction Specifications Institute. The Contract Documents shall include the following:

- Pump station drawings shall include civil/site work, erosion control, structural, architectural, mechanical, instrumentation (including collection system SCADA), electrical, HVAC, and plumbing requirements.
- Forcemain plan and profile drawings at a 40 (horizontal) to 1 (vertical) scale, which shall include erosion control, pipe alignment, utility crossings, trenchless crossings (up to 2 locations), and valve locations. Details for pipe trenching, connections, valves, restrained joints, and pavement repair shall be developed.
- Existing pump station and forcemain demolition/abandonment drawings and specifications. It is assumed that the existing forcemain will be abandoned in-place, if no longer required, and that abandonment drawings of the pipeline will not be required.
- Prepare construction bid documents to include general and special conditions, bid advertisement, measurement and payment descriptions, special requirements for construction, and technical specifications.
- 60 percent design will include drawings and technical specifications and full specifications table of contents.
- 90 percent design submittal will include drawings and draft complete front-end specifications and technical specifications.
- Final bid ready documents submittal will include drawings and complete front-end specifications and technical specifications.

ENGINEER will utilize their standard Engineers Joint Contract Documents Committee (EJCDC) Division 0 front ends and technical specifications. The anticipated list of drawings includes the sheets as outlined in the sheet list at the end of this Exhibit comprised of general, civil, mechanical, electrical, structural, instrumentation, architectural, and building mechanical disciplines.

602 Opinion of Probable Construction Cost

The ENGINEER shall update the OPCC from the Preliminary Design phase at the 60 and 90 percent design stages.

603 Technical Reviews

The ENGINEER shall conduct one technical and constructability review workshop to verify that the 60 percent design is technically sound and cost-effective. These reviews shall be attended by a Technical Review Committee (TRC) of senior engineers.

Deliverables

- 60-Percent Design Documents (3 hardcopies and electronic copy)
- 90-Percent Design Documents (3 hardcopies and electronic copy)
- Final Bid Ready Documents (3 hardcopies and electronic copy)
- 60-percent and 90-percent OPCC updates (electronic only)

TASK 700 PERMITTING

The ENGINEER shall assist the OWNER in securing permits associated with the PROJECT including the following subtasks:

701 Regulatory Review

The ENGINEER shall finalize the list of permits and approval requirements based on the information collected during the initial site assessment and preparation of the Preliminary Design Report. Where necessary, the ENGINEER shall discuss the proposed PROJECT with the applicable regulatory agencies to fully define the permit requirements and identify major permitting issues that must be resolved. A permitting strategy shall be developed to address the major issues identified and facilitate the permit acquisition process.

702 Prepare and Submit Permit Applications

Applications for the required permits and approvals shall be prepared for submittal to the respective agencies. The ENGINEER will prepare the submittal packages and submit to the applicable regulatory agency on the OWNER's behalf. This Scope of Services assumes that the following permits and approvals will be required:

- North Carolina Department of Environmental Quality (NCDEQ) Sediment and Erosion Control/National Pollutant Discharge Elimination System (NPDES) Stormwater Permit
- North Carolina Department of Transportation (NCDOT) Highway Encroachment Permit (Forcemain) – 1 encroachment for construction is assumed
- NCDEQ Collection System Expansion Permit (Pump Station Nos. 1 and 2 and Forcemain Improvements)
- NCDEQ Division of Water Quality (DWQ) 401 General Water Quality Certification (Reems Creek Sewer relocation, and Forcemain water crossing(s))
- United States Army Corps of Engineers (USACE) 404 Nationwide Permit (Reems Creek Sewer relocation, and Forcemain water crossing(s)) Buncombe County/State of NC – Floodplain Development Permit and No-Rise Certification (Pump Station No. 1 and Forcemain)

- Buncombe County Code Enforcement Review – Pump Station Nos. 1 and 2 to include initial building permit review, floodplain development permitting, and zoning certificate.
- Town of Woodfin plan review

703 Agency Meetings and Coordination

The ENGINEER will coordinate with the regulatory agencies as necessary throughout the permit application and review process. This shall include up to four regulatory agency meetings. An initial meeting with NCDOT and the OWNER to discuss the PROJECT and location of the proposed forcemain will be conducted. As part of this subtask, once the permit applications are submitted, the ENGINEER shall maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.

TASK 800 BIDDING AND AWARD

ENGINEER shall perform the following services related to Bidding and Award. This Scope of Services assumes that the design will be bid in one single bid package. Pre-qualification of bidders is not included.

801 Bid Advertisement

Assist OWNER in advertising for construction and maintain a record of prospective bidders to whom Contract Documents have been issued, attend and conduct a pre-bid conference and receive and process deposits for Contract Documents. A single pre-bid conference is anticipated.

OWNER will post the Bid Documents to their website for viewing by prospective bidders. Bidders intending to offer a bid will be required to purchase Bid Documents from the ENGINEER.

802 Addenda and Substitutions

Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by ENGINEER. Consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents. A total of two (2) addenda are anticipated by the ENGINEER.

803 Pre-Bid Meeting, Bid Opening and Recommendation to Award

Attend and conduct one bid opening and prepare certified bid tabulations. Evaluate bids or proposals, prepare ENGINEER's recommendations to award letter. Assist OWNER in contract award processes.

PROJECT SCHEDULE

The proposed schedule for implementing the improvements is as follows:

- Task 200 - Conceptual Design Preliminary Design will be completed within approximately 4 weeks of receipt of requested data and notice to proceed

- Task 300 – Draft Preliminary Design Report will be delivered for OWNER Review 8 weeks following the Conceptual Design Workshop and receipt of OWNER’s review comments. Final Preliminary Design Report will be submitted within 3 weeks of receipt of OWNER’s review comments.
- Task 400 – Surveying will be completed by the OWNER, it is assumed this will be within 10 weeks of OWNER decision on forcemain route/alignment.
- Task 400 – Easement maps will be completed by the OWNER, duration will be determined based on number of parcels/plats required for the final alignment.
- Task 500 – Geotechnical Investigations will be completed by the OWNER, it is assumed this will be within 10 weeks of OWNER decision on forcemain route/alignment.
- 60% design documents will be delivered for OWNER Review within 10 weeks following the submission of the Final Preliminary Design Report.
- 90% design documents will be delivered for OWNER Review within 10 weeks following the 60% design review meeting and receipt of OWNER’s review comments
- Final “Bid Ready” documents will be delivered for bidding purposes within 4 weeks following the 90% design review meeting and receipt of all permits for the project
- Bid Phase services, including contract execution, is estimated to require approximately 3 months to complete following bid advertisement.
- Permitting services will be completed concurrently with final design such that necessary permits have been received prior to bid advertisement.

PROJECT ASSUMPTIONS

The following assumptions were made during development of this Scope of Services. Changes to these assumptions can be included as an Amendment to this Agreement.

- OWNER will provide all surveying and easement mapping requirements for the PROJECT.
- OWNER will provide all geotechnical investigations/borings and data for the PROJECT.
- No improvements to the private pump station at No. 5 Patti Lane are included in the scope. ENGINEER will make recommendation to OWNER for required pump flow and head conditions for replacement/improvement of No. 5 Patti Lane pump station to be designed by OTHERS.
- No improvements to the OWNER’s Lee Creek Pump Station are included in the scope.
- No pile or deep foundations will be required for the new facilities.
- Pump Station No. 2 improvements will include re-use of existing infrastructure onsite with new pumps and electrical equipment only. The existing wet well will be reused along with any ventilation of the existing control building. The existing SCADA equipment will also be reused.
- The existing ~3,500 linear feet of 20” HDPE forcemain downstream of Pump Station No. 2 will be re-used for the PROJECT.
- The existing forcemain will be abandoned in place, no modifications or reuse of the existing forcemain is included. The existing abandoned forcemain downstream of Pump Station No. 2

may be re-purposed as a casing pipe for the new forcemain from Pump Station No. 2. This will be evaluated during the design development.

- The proposed forcemain will not require cathodic protection for corrosion protection of the pipeline.
- Architectural renderings of the proposed facilities are not included.
- Odor control improvements will be limited to reconnecting the existing system at Pump Station No. 1 to the new facilities. No other odor control improvements are included.
- No stormwater ponds or other regulated stormwater control devices will be required at either pump station site.
- The fee developed for this Scope of Services is based on the schedule included in Exhibit B of this Agreement.
- It is assumed that a no-rise certification can be achieved for the floodplain impacts resulting from the proposed pump station and sewer construction at Reems Creek and for any other forcemain work that may encroach into existing floodplain limits. A letter of map revision or mitigation is not included.
- Forcemain will be located in existing road ROW, existing OWNER easements, or new OWNER easements as identified above.
- Traffic control design to be provided by General Contractor.
- Landscape design will not be required.
- Only the permit approvals identified in Task 700 will be obtained. A general Nationwide Permit from the Army Corps will be appropriate, an individual permit will not be required.
- Re-zoning/zoning adjustments will not be required for any parcels/properties.
- Staking of easements necessary for property acquisition, construction or other needs is not included.
- OWNER will pay all permitting fees.
- An environmental assessment (EA) will be not required as part of this PROJECT.
- OWNER will coordinate all public relations services and no public meeting attendance by the ENGINEER will be required.
- One set of bid documents for one construction contract will be prepared.
- Conforming of documents after the bid phase is not included, this will be completed during the Construction Administration phase of the PROJECT.

PAYMENT AND COMPENSATION

For the services described above, OWNER agrees to pay ENGINEER a total lump sum fee of **\$954,643.00**. Break down of lump sum fee items and allowance fee items are identified in Table 1. The estimated schedule of values associated with each task is shown in Table 1 below; however these values do not represent upper limits for each task. Partial payments are to be made on a monthly basis according to the percentage of work completed during that month with the balance due upon completion of the work. Depending on final total forcemain length, the allowance for additional sheets will be authorized by the OWNER following completion of Task 300. The total Contract value including allowance items is **\$969,658.00**

Table 1 - Proposed Services Fees	Lump Sum Fee Amount
Task 100 - Project Management and Meetings	\$117,020
Task 200 - Conceptual Design Evaluation	\$37,170
Task 300 - Preliminary Design Report	\$107,055
Task 400 - Surveying and Mapping	\$2,680
Task 500 - Geotechnical Investigations	\$3,720
Task 600 - Final Design	\$612,625
Task 700 - Permitting	\$44,928
Task 800 - Bidding and Award	\$29,445
Subtotal	\$954,643
Allowance for Additional Three (3) Plan and Profile Sheets	\$15,015
Total Project Fee Amount	\$969,658

PRELIMINARY DESIGN DRAWING LIST

Series	Number	Sheet Name
General	G-0	Cover
General	G-1	Index
General	G-2	General Notes/Legend/Abbreviations
General	G-3	Code Sheet for Electrical Building at PS 1
Civil	C-1	Civil Legend and Abbreviations
Civil	C-2	PS 1 - Existing Conditions - including access roadway location
Civil	C-3	PS 1 - Demolition
Civil	C-4	PS 1 - Site Plan
Civil	C-5	PS 1 - Paving/Grading/Erosion Control
Civil	C-6	PS 1 - Yard Piping
Civil	C-7	PS 1 - Reems Creek Sewer Relocation P&P Sheet
Civil	C-8	PS 2 - Existing Conditions
Civil	C-9	PS 2 - Demolition Plan
Civil	C-10	PS 2 - Site Plan
Civil	C-11	PS 2 - Yard Piping
Civil	CD-1	Erosion Details 1
Civil	CD-2	Erosion Details 2
Civil	CD-3	Erosion Details 3
Civil	CD-4	Standard Civil Details 1
Civil	CD-5	Standard Civil Details 2
Civil	CD-6	Standard Civil Details 3
Structural	S-1	Structural Legend and Notes
Structural	S-2	Structural - Special Inspections 1
Structural	S-3	Structural - Special Inspections 2
Structural	S-4	PS 1 - Wet Well Foundation Plan and Top Plan
Structural	S-5	PS 1 - Wet Well Sections
Structural	S-6	PS 1 - Electrical Building Foundation and Generator Foundation
Structural	SD-1	Standard Structural Details 1
Structural	SD-2	Standard Structural Details 2
Structural	SD-3	Standard Structural Details 3
Process Mechanical	M-1	Mechanical Legend and Notes
Process Mechanical	M-2	Pump Station 1 Plans
Process Mechanical	M-3	Pump Station 1 Sections
Process Mechanical	M-4	Pump Station 1 Grinder Vault
Process Mechanical	M-5	Pump Station 2 Plans

Process Mechanical	M-6	Pump Station 2 Sections
Process Mechanical	MD-1	Misc Details
Process Mechanical	MD-2	Misc Details
Architectural	A-1	Architectural Legend and Notes
Architectural	A-2	Electrical Building Plan/Sections/Elevations
Architectural	A-3	Architectural Schedules/Details
HVAC	H-1	HVAC Legend and Notes
HVAC	H-2	PS -1 Electrical Building HVAC Plan and Air Flow Schematic
HVAC	H-3	PS -1 Electrical Building HVAC Schedules and Details
Electrical	E-1	Electrical Legend I
Electrical	E-2	Electrical Legend II
Electrical	E-3	General Electrical Notes
Electrical	E-4	NFPA Classification Plans
Electrical	E-5	PS 1 Electrical Site Plan and Ductbanks
Electrical	E-6	PS-1 MCC One Line Power Diagram
Electrical	E-7	PS-1 - Electrical Equipment Front Elevations I
Electrical	E-8	PS-1 - Elementary Control Diagrams I
Electrical	E-9	PS-1 Instrumentation and Control Riser Diagram
Electrical	E-10	PS-1 Panel Board Schedules and Lighting Control
Electrical	E-11	PS-1 Power Plan and Lighting Plans
Electrical	E-12	PS 2 Electrical Site Plan and Ductbanks
Electrical	E-13	PS 2 One Line Modifications
Electrical	E-14	PS 2 Panel Board Modifications
Electrical	E-15	PS 2 Power Plan
Electrical	ED-1	Electrical Details 1
Electrical	ED-2	Electrical Details 2
Electrical	ED-3	Electrical Details 3
Electrical	ED-4	Electrical Details 4
Instrumentation	I-1	Instrumentation Legend I
Instrumentation	I-2	Instrumentation Legend II
Instrumentation	I-3	Control System Architecture/Communications
Instrumentation	I-4	PS-1 P&ID #1 (Pumps, Grinder, Godwin Bypass)
Instrumentation	I-5	PS-1 P&ID #2 (Ancillary items - generator, odor control, electrical monitoring)
Instrumentation	I-6	PS-2 P&ID #1 (Pumps and Equipment)
Instrumentation	ID-1	Instrumentation Details 1
Instrumentation	ID-2	Instrumentation Details 2
Forcemain	FM-1	Pipeline Legend and Abbreviations
Forcemain	FM-2	Key Map 1
Forcemain	FM-3	Key Map 2

Forcemain	FM-4	Horizontal Control Drawing
Forcemain	FM-5	P&P # 1
Forcemain	FM-6	P&P # 2
Forcemain	FM-7	P&P # 3
Forcemain	FM-8	P&P # 4
Forcemain	FM-9	P&P # 5
Forcemain	FM-10	P&P # 6
Forcemain	FM-11	P&P # 7
Forcemain	FM-12	P&P # 8
Forcemain	FM-13	P&P # 9
Forcemain	FM-14	P&P # 10
Forcemain	FM-15	P&P # 11
Forcemain	FM-16	P&P # 12
Forcemain	FM-17	P&P # 13
Forcemain	FM-18	P&P # 14
Forcemain	FM-19	P&P # 15
Forcemain	FM-20	P&P # 16
Forcemain	FM-21	PS 2 FM P&P #1
Forcemain	FM-22	PS 2 FM P&P #2
Forcemain	FM-23	PS 2 FM P&P #3
Forcemain	FM-24	Pipeline Details 1
Forcemain	FM-25	Pipeline Details 2
Forcemain	FM-26	Pipeline Details 3

Buncombe MSD																
Weaverville Pump Station and Forcemain System Improvements - Fee Summary																
Task Number	Task Name	Officer/Senior Technical Specialist	Senior Project Manager	Principal/Associate	Technical Specialist	Professional III (Senior Professional)	Professional II	Professional I	Senior Designer	Designer Drafter	Project Administration	Total Hours	Total Dollars	Subcontractors	Other Direct Costs	Total Cost
		\$255	\$235	\$225	\$195	\$175	\$145	\$120	\$140	\$110	\$100					
100	Project Management	36	235	104	28	24	40	24	10	-	30	531	\$ 110,545	\$ -	\$ 6,475	\$ 117,020
	General Project Management	24	145	34	14	4	20	8	5		30	284	\$ 58,835	\$ -	\$ -	\$ 58,835
	Project Meetings	12	90	70	14	20	20	16	5			247	\$ 51,710	\$ -	\$ 6,475	\$ 58,185
200	Conceptual Design	4	26	28	8	16	40	82	4	18	2	228	\$ 36,170	\$ -	\$ 1,000	\$ 37,170
300	Preliminary Design Report	12	12	86	24	47	116	300	36	62	32	727	\$ 106,015	\$ -	\$ 1,040	\$ 107,055
	PER Development			30	24	47	110	240	36	62	32	581	\$ 79,465	\$ -	\$ 1,040	\$ 80,505
	Surge Analysis			44				54				98	\$ 16,380	\$ -	\$ -	\$ 16,380
	Quality Control	12	12	12			6	6				48	\$ 10,170	\$ -	\$ -	\$ 10,170
400	Surveying and Mapping	-	4	-	-	-	12	-	-	-	-	16	\$ 2,680	\$ -	\$ -	\$ 2,680
500	Geotechnical Investigations					8	16					24	\$ 3,720		\$ -	\$ 3,720
600	Final Design	30	170	222	303	256	522	1,608	223	882	118	4,334	\$ 610,125	\$ -	\$ 2,500	\$ 612,625
	60% Design Development	12	68	78	101	93	166	488	102	332	50	1,490	\$ 210,990	\$ -	\$ 1,000	\$ 211,990
	60% Quality Control	4	20	20				55				99	\$ 16,820	\$ -	\$ -	\$ 16,820
	90% Design Development	12	68	76	138	103	193	532	60	355	40	1,577	\$ 224,350	\$ -	\$ 1,000	\$ 225,350
	90% Quality Control		-	4				60				64	\$ 8,100	\$ -	\$ -	\$ 8,100
	Final Bid Ready Documents	2	14	44	64	54	103	375	61	195	28	940	\$ 128,355	\$ -	\$ 500	\$ 128,855
	Cost Estimating		-			6	60	98				164	\$ 21,510	\$ -	\$ -	\$ 21,510
700	Permitting				28							28	\$ 5,460	\$ 39,468	\$ -	\$ 44,928
800	Bidding and Award	5	24	10	6	22	44	44	10		12	177	\$ 28,445	\$ -	\$ 1,000	\$ 29,445
	Subtotals	87	471	450	397	373	790	2,058	283	962	194	6,065	\$ 903,160	\$ 39,468	\$ 12,015	\$ 954,643
	Forcemain Allowance						27	27	9	60		123	\$ 15,015	\$ -	\$ -	\$ 15,015
	Total															\$ 969,658

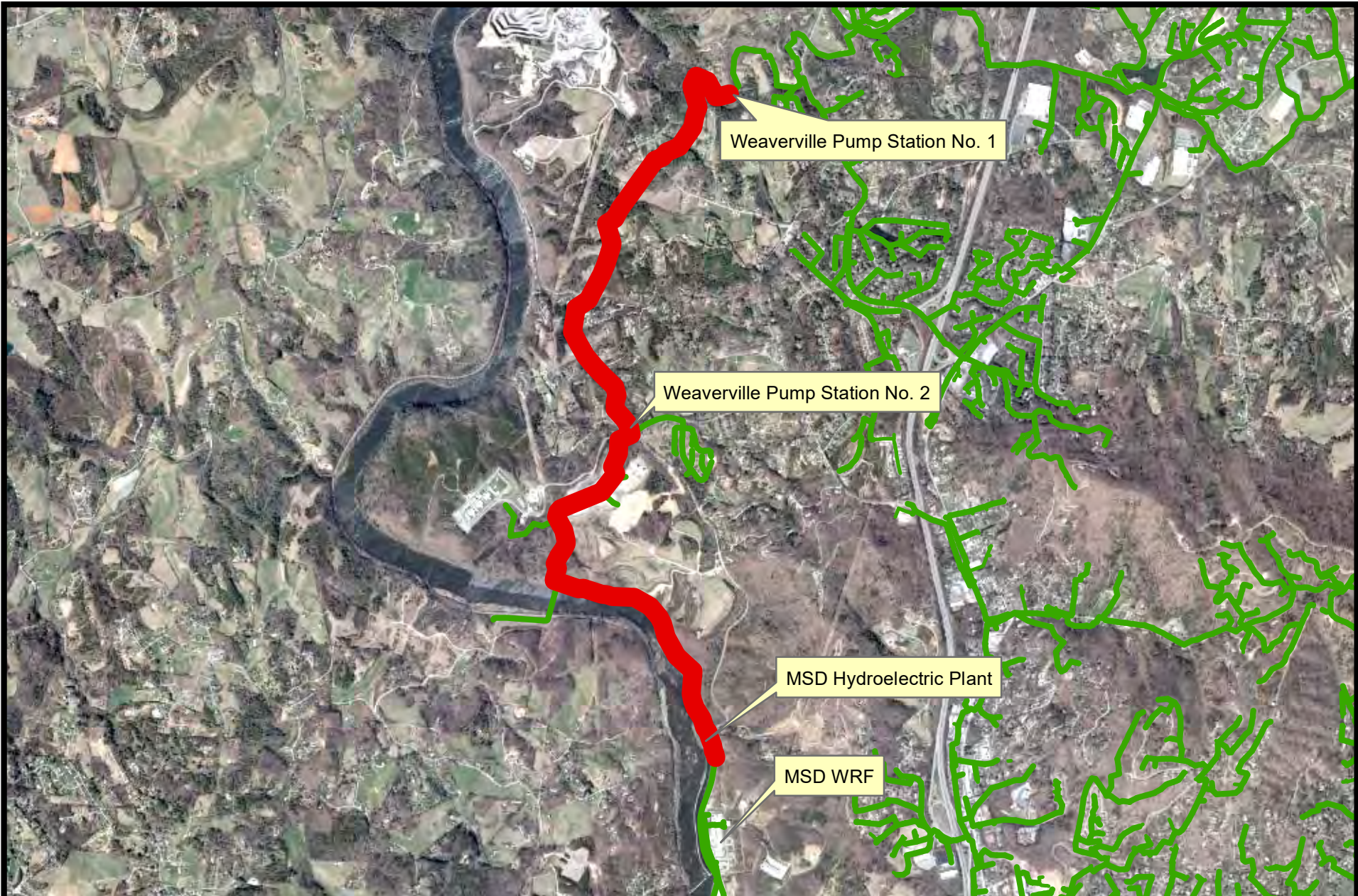
Metropolitan Sewerage District of Buncombe County, North Carolina
CAPITAL IMPROVEMENT PROGRAM

BUDGET DATA SHEET - FY 2021 - 2022

PROJECT: Weaverville PS Replacement	LOCATION: Weaverville
TYPE: Pump Station Improvements	PIPE RATING: N/A
PROJECT NO.: 2019080	TOTAL LF: 16,811
PROJECT BUDGET: \$9,548,750.00	PROJECT ORIGIN: Capacity Improvements

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/20	EST. COST JAN - JUNE 2021	BUDGET FY 21-22
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN	\$90,000.00			\$90,000.00
55330 - DESIGN	\$950,000.00			\$712,500.00
55340 - PERMITS	\$15,000.00			
55350 - SPECIAL STUDIES	\$20,000.00	\$10,000.00	\$10,000.00	
55360 - EASEMENT PLATS	\$15,750.00			
55370 - LEGAL FEES	\$25,000.00			
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$90,000.00			
55400 - APPRAISAL				
55410 - CONDEMNATION				
55420 - CONSTRUCTION	\$7,960,000.00			
55430 - CONST. CONTRACT ADM.	\$325,000.00			
55440 - TESTING	\$20,000.00			
55450 - SURVEY - ASBUILT	\$38,000.00			
TOTAL AMOUNT	\$9,548,750.00	\$10,000.00	\$10,000.00	\$802,500.00

ENGINEER: Consultant	SA	ESTIMATED BUDGETS - FY 23- 31	
R.O.W. ACQUISITION: MSD	# PLATS: [21]	FY 22-23	\$383,250.00
CONTRACTOR:		FY 23-24	\$4,115,000.00
CONSTRUCTION ADM.: Consultant		FY 24-25	\$4,228,000.00
INSPECTION: MSD		FY 25-26	\$0.00
		FY 26-27	\$0.00
PROJECT DESCRIPTION: This project is for the replacement of Weaverville Pump Stations No. 1 & No. 2. Heavy growth has led to an increased demand for sewer allocations in Weaverville and as a result both stations are low on available capacity. This project includes replacing PS No. 1, replacing the existing 12-inch force main with 18-inch, and converting PS No. 2 into a smaller residential station. Pump Station No. 1 will be designed to pump directly to the WRF.		FY 27-28	\$0.00
		FY 28-29	\$0.00
		FY 29-30	\$0.00
		FY 30-31	\$0.00
SPECIAL PROJECT NOTES:			



Weaverville Pump Station Replacement Project No. 2019080

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

STATUS REPORTS

MSD System Services In-House Construction

FY 21-22

PROJECT NAME	LOCATION	ZIP CODE	ESTIMATED FOOTAGE	ESTIMATED PROJECT DATES	WO#	CREW	COMPLETION DATE	ACTUAL FOOTAGE	NOTES
765 New Airport Road Construction Rehabilitation	Fletcher	28732	365	7/19/2021	281422	Hensley	7/19/2021	368	Complete
Northwest Avenue @ 215 Sewer Rehabilitation	Swannanoa	28778	252	7/8/21 - 7/26/21	275846	Norton	7/26/2021	244	Complete
Sulphur Springs Road Sewer Rehabilitation Line B	Asheville	28806	2,100	5/10/21 - 8/20/21	278841	Dockery			Construction 60% complete
Northwest Avenue @ W Charleston Avenue	Swannanoa	28778	1031	FY 21-22	275849	Norton			Ready for construction
Coleman Avenue at Conestee Sewer Rehabilitation	Asheville	28801	1517	FY 20-21	233875	Dockery			Ready for construction
Old Asheland Ave to Phifer Street Sewer Rehabilitation	Asheville	28801	462	FY 21-22	258560	TBA			Ready for construction
72 Dillingham Road	Asheville	28805	234	FY 21-22	39327	TBA			Ready for construction
Lotus Place Sewer Rehabilitation	Asheville	28804	825	FY 21-22	275767	TBA			Ready for Construction
White Oak Road Sewer Rehabilitation Phase II	Arden	28704	726	FY 20-21	264966	TBA			Ready for construction
Starnes Avenue at Broadway Street	Asheville	28801	922	FY 21-22	208325	TBA			Ready for construction
Charlotte Street @ N Ridgeway Avenue	Black Mountain	28711	1073	FY 21-22	232699	TBA			Ready for construction
Highland Farms Road Sewer Rehabilitation	Black Mountain	28711	850	FY 21-22	275837	TBA			Ready for construction
S Main St @ Reems Creek Rd Sewer Rehabilitation	Weaverville	28787	592	FY 21-22	275831	TBA			In ROW
276 Hi-Alta Avenue Sewer Rehabilitation	Asheville	28806	201	FY 21-22	271375	TBA			In ROW
Wynn St. @ Mountain St. Sewer Rehabilitation	Asheville	28801	437	FY 21-22	263129	TBA			In ROW
Owenby Lane @ US Highway 70 Sewer Rehabilitation	Black Mountain	28711	900	FY 21-22	268180	TBA			In ROW
Norwood Ave Sewer Rehabilitation	Asheville	28804	270	FY 21-22	275810	TBA			In Design
Maple Springs Road at Knauth Rd	Asheville	28805	893	FY 21-22	275867	TBA			In Design
Briarwood Road at W. Fox Chase Rd Sewer Rehabilitation	Weaverville	28804	300	FY 21-22	267160	TBA			In Design
28 Woodward Avenue Sewer Rehabilitation	Asheville	28804	660	FY 21-22	249386	TBA			In Design
100 Woodrow Avenue Sewer Rehabilitation	Asheville	28801	300	FY 21-22	275765	TBA			Preliminary Engineering
Brookwood Road 4-inch Main Sewer Rehabilitation	Asheville	28804	100	FY 21-22	275821	TBA			Preliminary Engineering
753 Fairview Rd Sewer Rehabilitation	Asheville	28803	100	FY 21-22	275813	TBA			Preliminary Engineering
286 Old Haw Creek Rd Sewer Rehabilitation	Asheville	28805	100	FY 21-22	275815	TBA			Preliminary Engineering
32 Kensington Dr Sewer Rehabilitation	Asheville	28805	644	FY 21-22	275805	TBA			Preliminary Engineering
10 Balsam Rd Sewer Rehabilitation	Ridgecrest	28770	410	FY 21-22	275803	TBA			Preliminary Engineering
11 Shenandoah Rd Sewer Rehabilitation	Asheville	28805	1600	FY 21-22	275804	TBA			Preliminary Engineering
Cherokee Road at Mayflower Dr Sewer Rehabilitation	Swannanoa	28804	649	FY 21-22	275866	TBA			Preliminary Engineering
Parker Drive At No. 110 Sewer Rehabilitation	Swannanoa	28778	598	FY 21-22	275885	TBA			Preliminary Engineering
Briarcliff Dr at Oakwilde Dr Sewer Rehabilitation	Asheville	28803	860	FY 21-22	258768	TBA			Preliminary Engineering
Dayton Road @ No. 35 Sewer Rehabilitation	Asheville	28804	376	FY 21-22	275887	TBA			Preliminary Engineering
72 Mimosa Dr Sewer Rehabilitation	Asheville	28804	440	FY 21-22	207261	TBA			Preliminary Engineering
48 Clarendon Road Sewer Rehabilitation	Asheville	28806	500	FY 21-22	258562	TBA			Preliminary Engineering



CONSTRUCTION TOTALS BY DATE COMPLETED - Monthly

From 7/1/2020 to 6/30/2021

	Dig Ups	Emergency Dig Ups	Dig Up ML Ftg	Dig Up SL Ftg	Manhole Repairs	Taps Installed	ROW Ftg	IRS Rehab Ftg *	Const Rehab Ftg *	D-R Rehab Ftg *	Manhole Installs	Bursting Rehab Ftg *	Total Rehab Ftg *
July 2020	29	9	180	514	15	18	16,700	0	0	2124	11	0	2124
August 2020	25	9	73	591	18	20	19,850	0	474	1439	8	0	1913
September 2020	28	11	201	634	18	25	240	0	0	1213	10	0	1213
October 2020	30	12	72	872	20	20	1,260	0	0	1816	10	260	2076
November 2020	26	9	157	519	16	14	0	0	987	0	0	0	987
December 2020	22	13	74	631	9	27	0	0	553	0	0	0	553
January 2021	29	8	85	741	11	26	490	0	89	364	3	0	453
February 2021	27	17	125	758	16	27	0	0	185	2684	19	0	2869
March 2021	39	15	129	868	15	28	0	0	189	173	2	0	362
April 2021	19	11	59	939	13	38	50	0	695	0	1	0	695
May 2021	29	5	40	540	18	21	11,010	0	472	2004	21	75	2551
June 2021	33	11	123	993	14	21	30,510	0	0	1042	5	0	1042
Grand Totals	336	130	1,318	8,600	183	285	80,110	0	3644	12859	90	335	16838

* Used to calculate Total Rehab Footage



CUSTOMER SERVICE REQUESTS

Monthly - All Crews

CREW	MONTH	JOBS	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
DAY 1ST RESPONDER				
	July, 2020	111	25	36
	August, 2020	103	26	36
	September, 2020	109	27	39
	October, 2020	137	26	41
	November, 2020	107	25	31
	December, 2020	110	28	33
	January, 2021	132	34	35
	February, 2021	136	27	33
	March, 2021	170	33	36
	April, 2021	111	31	29
	May, 2021	108	34	34
	June, 2021	94	35	32
		1,428	29	35
NIGHT 1ST RESPONDER				
	July, 2020	42	29	26
	August, 2020	34	36	33
	September, 2020	23	32	36
	October, 2020	38	36	30
	November, 2020	24	43	28
	December, 2020	46	25	28
	January, 2021	35	31	26
	February, 2021	48	35	32
	March, 2021	41	34	24
	April, 2021	36	40	39
	May, 2021	32	24	25
	June, 2021	37	26	26
		436	32	29
ON-CALL CREW *				
	July, 2020	26	44	34
	August, 2020	34	46	31

* On-Call Crew Hours: 8:00pm-7:30am (Jul. - Oct.) 11:30pm-7:30am (from Nov. onward) Monday-Friday, Weekends, and Holidays



CUSTOMER SERVICE REQUESTS Monthly - All Crews

CREW	MONTH	JOBS	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
ON-CALL CREW *				
	September, 2020	22	46	37
	October, 2020	32	60	36
	November, 2020	29	54	36
	December, 2020	43	30	39
	January, 2021	49	37	37
	February, 2021	36	46	38
	March, 2021	39	49	36
	April, 2021	36	29	42
	May, 2021	32	27	38
	June, 2021	21	51	41
		399	42	37
Grand Totals:		2,263	32	34

* On-Call Crew Hours: 8:00pm-7:30am (Jul. - Oct.) 11:30pm-7:30am (from Nov. onward) Monday-Friday, Weekends, and Holidays



PIPELINE MAINTENANCE TOTALS BY DATE COMPLETED - Monthly

July 01, 2020 to June 30, 2021

	Main Line Wash Footage	Service Line Wash Footage	Rod Line Footage	Cleaned Footage	CCTV Footage	Smoke Footage	SL-RAT Footage
2020							
July	139,745	1,781	1,508	141,253	17,283	17,249	16,389
August	120,958	1,682	1,115	122,073	29,203	30,909	24,117
September	86,789	1,342	2,545	89,334	22,635	4,520	31,359
October	70,467	1,264	5,903	76,370	21,650	3,640	83,346
November	71,302	1,592	1,675	72,977	18,441	2,890	50,836
December	56,115	1,262	275	56,390	16,585	0	50,297
2021							
January	72,173	2,395	2,772	74,945	13,327	276	42,747
February	68,713	1,972	1,661	70,374	23,089	1,673	42,287
March	54,659	3,137	3,588	58,247	19,323	100	28,763
April	39,710	1,654	1,785	41,495	29,491	5,852	95,426
May	48,169	2,152	1,852	50,021	26,328	2,687	21,325
June	62,900	2,028	1,599	64,499	33,882	38,068	14,681
Grand Total:	891,700	22,261	26,278	917,978	271,237	107,864	501,573
Avg Per Month:	74,308	1,855	2,190	76,498	22,603	8,989	41,798

Planning & Development Project Status Report

Active Construction Projects Sorted by Work Location and Project Number

August 5, 2021

No.	Project Name	Project Number	Work Location	Zip Code	Units	LF	Pre-Construction Conference Date	Comments
1	First Baptist Relocation	2015032	Asheville	28801	Comm.	333	7/21/2015	Final Inspection complete, awaiting close-out docs
2	8 Sulphur Springs Road	2015116	Asheville	28806	6	80	11/22/2016	Final Inspection complete, awaiting close-out docs
3	Towne Place Suites	2016012	Asheville	28801	83	342	9/11/2018	Waiting on final inspection
4	Hounds Ear (Mears Ave Cottages)	2016123	Asheville	28806	18	402	8/18/2017	Pre-con held, construction not yet started
5	Element Hotel	2016124	Asheville	28805	Comm.	177	1/21/2020	Final Inspection complete, awaiting close-out docs
6	Ashecroft Ph. 2	2016229	Asheville	28806	40	2,450	2/20/2018	On hold
7	RADTIP	2017052	Asheville	28801	0	919	2/13/2018	Final Inspection complete, awaiting close-out docs
8	Gudger Road	2017226	Asheville	28715	6	90	3/9/2021	Final Inspection complete, awaiting close-out docs
9	Whitney Drive Subdivision	2018057	Asheville	28806	15	425	3/12/2021	Pre-con held, construction not yet started
10	Rowhouse Development	2018205	Asheville	28801	20	365	1/7/2020	Waiting on final inspection
11	Sterling Property	2018231	Asheville	28801	4	260	6/18/2021	Pre-con held, construction not yet started
12	Hibriten Subdivision	2018274	Asheville	28801	9	175	3/2/2021	Final Inspection complete, awaiting close-out docs
13	Timber Hollow Subdivision	2019049	Asheville	28805	18	525	7/28/2020	On hold
14	Mountain Song	2019065	Asheville	28806	5	263	5/1/2020	Final Inspection complete, awaiting close-out docs
15	Amaranth Apartments	2019068	Asheville	28715	70	840	5/21/2020	Final Inspection complete, awaiting close-out docs
16	Enclave at Piny Mtn. Ph. 1	2019075	Asheville	28805	211	740	3/19/2021	Waiting on final inspection
17	UNC-A Edgewood Road Parking Lot	2019078	Asheville	28801	Comm.	373	7/19/2019	Final Inspection complete, awaiting close-out docs
18	Ironwood Sewer Relocation	2019123	Asheville	28801	554	227	4/23/2021	Pre-con held, construction not yet started
19	Hawthorne at Haywood Phase 2	2019130	Asheville	28806	92	668	12/15/2020	Final Inspection complete, awaiting close-out docs
20	Abundance Run Subdivision	2019141	Asheville	28805	16	500	12/20/2019	Final Inspection complete, awaiting close-out docs
21	Towne Place by Marriott (Bear Creek)	2019187	Asheville	28806	Comm.	264	2/28/2020	Waiting on final inspection
22	Third Street Cottages Ph. 1 Relocation	2019242	Asheville	28803	4	115	3/17/2021	Punchlist Pending
23	Overlook Circle Subdivision	2019256	Asheville	28803	7	180	8/11/2020	Final Inspection complete, awaiting close-out docs
24	Craggy Park Ph. 2	2020038	Asheville	28806	27	1,300	11/24/2020	Final Inspection complete, awaiting close-out docs
25	Airport Road Commercial Relocation	2020152	Asheville	28704	Comm.	204	5/13/2021	Waiting on final inspection
26	Beauregard Knoll aka Reservoir Road	2021050	Asheville	28803	3	120	6/11/2021	Waiting on final inspection
27	808 Montreat Road	2015126	Black Mountain	28711	4	371	4/18/2017	Final Inspection complete, awaiting close-out docs
28	Chapman's Cove	2017227	Black Mountain	28711	10	430	9/21/2018	Final Inspection complete, awaiting close-out docs
29	262 Flat Creek Road	2018223	Black Mountain	28711	3	286	12/6/2019	Final Inspection complete, awaiting close-out docs
30	Givens Highland Farms-Cottage Development	2018272	Black Mountain	28711	16	1,355	9/13/2019	Final Inspection complete, awaiting close-out docs
31	Padgettown Road - Phase 2	2019085	Black Mountain	28711	43	1,308	7/19/2019	Final Inspection complete, awaiting close-out docs
32	Sweet Birch Lane Phase 3	2020151	Black Mountain	28711	20	800	6/30/2021	Pre-con held, construction not yet started
33	Waightstill Mountain Phase 2B	2015155	Buncombe Co.	28704	16	1,784	4/23/2019	Final Inspection complete, awaiting close-out docs
34	Bee Tree Village	2015158	Buncombe Co.	28778	26	1,118	3/17/2017	Final Inspection complete, awaiting close-out docs
35	NC DOT I-5504 NC 191/I-26 Interchange	2016132	Buncombe Co.	28806	0	355	10/23/2017	In Construction
36	Upper Grassy Branch Road	2018087	Buncombe Co.	28805	6	250	8/31/2018	Waiting on final inspection
37	Victoria Hills (Lance Road) Ph. 1	2018094	Buncombe Co.	28704	38	1,176	3/6/2020	Installing
38	Victoria Hills (Lance Road) Ph. 2 & 3	2018094	Buncombe Co.	28704	54	2,180	3/6/2020	Testing
39	Starnes Cove Subdivision	2018106	Buncombe Co.	28806	14	315	9/6/2019	Final Inspection complete, awaiting close-out docs
40	Rockdale Subdivision	2018145	Buncombe Co.	28778	9	630	3/17/2020	Final Inspection complete, awaiting close-out docs
41	Retreat at Arden Farms	2018207	Buncombe Co.	28704	416	299	11/19/2019	Final Inspection complete, awaiting close-out docs
42	Reserve at Gashes Creek	2018208	Buncombe Co.	28803	190	1,940	8/2/2019	Final Inspection complete, awaiting close-out docs
43	Porter Road Subdivision	2019022	Buncombe Co.	28803	9	210	6/30/2021	Pre-con held, construction not yet started
44	Rice MHP Off-Site	2019029	Buncombe Co.	28715	TBD	460	4/24/2020	Final Inspection complete, awaiting close-out docs
45	Reflection Pointe	2019032	Buncombe Co.	28806	270	1,995	6/30/2020	Final Inspection complete, awaiting close-out docs
46	Roberson Relocation	2019037	Buncombe Co.	28715	Comm.	200	4/24/2020	Pre-con held, construction not yet started
47	Jasper Apartments	2019086	Buncombe Co.	28778	100	760	12/8/2020	Waiting on final inspection
48	Aiken Road Multi-Family	2019128	Buncombe Co.	28804	407	4,620	10/2/2020	Installing
49	Fairview Meadows Subdivision	2019142	Buncombe Co.	28730	42	1,460	8/28/2020	Waiting on final inspection
50	Sycamore Cove Subdivision	2019158	Buncombe Co.	28803	26	570	6/9/2020	Installing
51	Fields Jaguar	2019169	Buncombe Co.	28704	Comm.	305	10/27/2020	Waiting on final inspection
52	Laurelwood Village	2019216	Buncombe Co.	28704	29	855	5/25/2021	Installing
53	CMH Homes - N. Louisiana Ave.	2019220	Buncombe Co.	28806	30	1,187	7/28/2020	Installing
54	841 Charlotte Hwy	2019222	Buncombe Co.	28730	Comm.	110	4/20/2021	Pre-con held, construction not yet started
55	Creekside Cottages	2019255	Buncombe Co.	28704	6	400	3/12/2015	Phase 2 Construction Not started
56	The Farm at Pond Road	2020009	Buncombe Co.	28806	687	3,550	6/4/2021	Installing
57	Fisher Mill Road	2020015	Buncombe Co.	28704	3	380	10/20/2020	Final Inspection complete, awaiting close-out docs
58	Fountain Park Subdivision - Ph. 2	2020026	Buncombe Co.	28806	120	4,611	7/12/2019	Waiting on final inspection
59	Haakon	2020055	Buncombe Co.	28715	Comm.	230	9/29/2020	Final Inspection complete, awaiting close-out docs
60	Virginia Commons	2020072	Buncombe Co.	28704	47	750	6/4/2021	Installing
61	Amarx - Clayton Road	2020075	Buncombe Co.	28704	24	1,080	4/16/2021	Testing
62	Holbrook Road Subdivision - Ph. 2	2020150	Buncombe Co.	28715	16	670	11/13/2020	Final Inspection complete, awaiting close-out docs
63	Town Mountain Preserve Ph. 2	2020197	Buncombe Co.	28804	6	1,210	5/28/2021	Pre-con held, construction not yet started
64	Holbrook Road Subdivision - Ph. 3	2020243	Buncombe Co.	28715	29	1,365	4/27/2021	Testing
65	Holbrook Road Subdivision - Ph. 4	2020244	Buncombe Co.	28715	12	454	4/27/2021	Testing
66	Dollar Tree - Candler Sewer Relocation	2021001	Buncombe Co.	28715	Comm.	88	5/7/2021	Waiting on final inspection
67	Nesbitt Farms Ph. 2	2018101	Cane Creek	28759	81	4,094	2/23/2021	Waiting on final inspection
68	Collett Industrial (Banner Farm)	2020108	Cane Creek	28759	Comm.	255	11/20/2020	Punchlist Pending
69	828 North	2017153	Weaverville	28787	224	1,090	11/17/2020	Final Inspection complete, awaiting close-out docs
70	Amber's Chase	2017249	Weaverville	28787	21	1,235	11/29/2018	Final Inspection complete, awaiting close-out docs
71	The Holston	2019133	Weaverville	28787	240	36	6/2/2020	Final Inspection complete, awaiting close-out docs
72	Northridge Commons Retail	2020147	Weaverville	28787	Comm.	790	12/1/2020	Final Inspection complete, awaiting close-out docs
73	Greenwood Park Ph. 2	2020245	Weaverville	28787	25	1,560	5/25/2021	Waiting on testing
74	Crest Mountain Phase 3B	2013041	Woodfin	28806	69	1,329	10/15/2013	Final Inspection complete, awaiting close-out docs
75	Reese & Jan Lasher (High Hopes)	2015152	Woodfin	28806	14	320	4/26/2016	Final Inspection complete, awaiting close-out docs
76	Brown Avenue aka Wolf Tract	2017029	Woodfin	28806	6	219	6/4/2021	Installing
77	Skyfin-Terraces at Reynolds Mtn - Phase 4	2020167	Woodfin	28804	5	100	8/8/2017	Installing
78	Brown Avenue	2018267	Woodfin	28804	3	62	7/2/2019	Final Inspection complete, awaiting close-out docs
79	Serenity Townhomes	2020037	Woodfin	28804	8	480	7/14/2020	Pre-con held, construction not yet started
80	Weaverville Road Subdivision	2020123	Woodfin	28804	4	600	4/6/2021	Pre-con held, construction not yet started
81	West City View	2020155	Woodfin	28804	21	845	7/23/2021	Pre-con held, construction not yet started
TOTAL					4,657	67,469		

CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT SUMMARY

August 11, 2021

PROJECT	LOCATION OF PROJECT	CONTRACTOR	AWARD DATE	NOTICE TO PROCEED	ESTIMATED COMPLETION DATE	*CONTRACT AMOUNT	*COMPLETION STATUS (WORK)	COMMENTS
BRYSON STREET	Biltmore Village	TBA	TBA	TBA	TBA	TBA	0%	Project was bid on July 22nd. Terry Brothers is the apparent low bidder. Project will be presented at the August Board meeting.
JARNAUL AVENUE PHASE 2	Asheville 28804	Terry Brothers Construction Company	2/17/2021	2/24/2021	9/1/2021	\$476,360.50	98%	Paving is complete. Waiting on final walk through.
MANETTA ROAD @ JOHNSON DRIVE PHASE 1	Asheville 28804	Terry Brothers Construction Company	6/18/2021	7/1/2021	8/18/2021	\$256,195.60	80%	Project is almost complete. Working on last pipe run.
SPRINGSIDE ROAD @ OVERLOOK ROAD	Asheville 28803	Huntley Construction Company	5/19/2021	6/2/2021	12/29/2021	\$781,591.00	0%	Work to begin upon delivery of materials ordered by Contractor.
WRF- PLANT HIGH RATE PRIMARY TREATMENT	Woodfin	Shook Construction Company	10/17/2018	1/7/2019	10/31/2021	\$15,188,281.87	92%	Pipe testing, start up activities, and lay out in preparation of paving.

***Updated to reflect approved Change Orders and Time Extensions**