

# **BOARD OF THE METROPOLITAN SEWERAGE DISTRICT**

**March 19, 2025**

## **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 at 2:00 pm, Wednesday, March 19, 2025. Chairman VeHaun presided with the following members present: Ashley, Bryson, Dearth, Lapsley, Manheimer, Pelly, Tarleton, Watts and Whitesides. Franklin, Moore, Pennington and Wisler were absent.

Others present were William Clarke, General Counsel; Patty Beaver with CIBO; Seth Eckard with Woodfin Sanitary Water & Sewer District; Jonathan Lovelace, Andy Brown and John Patrick with Teraflex; Tom Hartye, Hunter Carson, Scott Powell, Mike Stamey, Darin Prosser, Wesley Banner, Darrell Hess, Schuyler Taylor, Spencer Nay and Pam Nolan, MSD.

## **2. Election of Vice Chair of the MSD Board:**

Mr. VeHaun called for nominations for Vice Chair of the MSD Board. Mr. Watts nominated Al Whitesides. Mr. Ashley seconded the motion. 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. Whitesides be elected as Vice Chair of the MSD Board for 2024-2025. Mr. Tarleton made the motion. Ms. Bryson seconded the motion. Voice vote in favor of the motion 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 January 15, 2025 Board Meeting:**

Mr. VeHaun asked if there were any changes to the Minutes of the January 15, 2025 Board Meeting. Mr. Tarleton asked that Item 7, 2nd page, "how MSD is ran" be changed to "how MSD is run". With no further changes, Mr. Pelly moved for approval of the minutes. 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 John Patrick, Andy Brown and Jonathan Lovelace with Teraflex; Patty Beaver with CIBO; and Seth Eckard, Executive Director, Woodfin Sanitary Water & Sewer District.

## **7. Informal Discussion and Public Comment: None.**

## **8. Hearing to Consider Forfeiture of Bid Security: Carrier Bridge Pump Station (Pipeline River Crossings) – Teraflex:**

Mr. Hartye reported that there was a bid opening on March 6, 2025. Teraflex Group, who is represented here today, called on March 7, 2025, and notified staff that their bid contained several omissions of material costs and wanted to withdraw their bid. Their letter and supporting evidence is attached for reference. A North Carolina bidder who is bidding on a public project may withdraw its bid without forfeiture of their bid security provided they meet all General Statute requirements. Once a bidder has withdrawn its bid, it can no longer be considered for the project. The only remaining issue, which we are dealing with today, is their bid security. Mr. Hartye turned the meeting over to John Patrick to make their appeal. Mr. Patrick stated that when they submitted their bid, they did so in good faith. Upon seeing the results and reviewing, in their software there is an item that you can roll between subcontractors, suppliers, etc. with a checkbox that rolls across 3 different items in this case. That number was suppressed by accident unbeknownst to them at the time of submission. That resulted in approximately a little over a \$900,000.00 error. There was also another error that was supposed to be \$150,000.00 and \$50,000.00 was written instead. This came out to be roughly over a \$1 Million error. Mr. Lapsley asked if they had a \$1 Million difference and added that to the \$5.9 Million the bid would've been \$6.9 Million which still would've made Teraflex substantially low, but you would not have been able to be released from your bid bond. Mr. Patrick stated that they would not have withdrawn their bid. Mr. Lapsley stated that it would've then been this Board's risk to hire Teraflex at a substantially lower price knowing that you probably couldn't get it done for that price. Mr. Lapsley stated that his experience is saying that if the Board presses that issue, and agreed that your bid was in error and allowed you to correct it, it would've still made you low and we would've all been in a bad position if you got into the job for \$6.9 Million with the next lowest bid being \$12.9 Million, we would all be in a mess. Mr. Patrick stated yes, potentially. Mr. Hartye added that, not to confuse matters more following that process, but in reviewing Teraflex's submittal, MSD Staff realized that the construction of their coffer dam was not meeting the District's specifications, which were a 12-foot high coffer dam opposed to Teraflex's which was 7-feet high and would be over topping regularly. That would send red flags so we probably would have gone through a long process of determining that the bid was non-responsive, but we didn't have to do that because of this other issue. Mr. Carson added that a large part of the discrepancy in the bid prices is related to the coffer dam design. MSD's design drawings had a 12-foot tall coffer dam that was made up of large river rock. Teraflex's coffer dam was an inflatable tube that is filled with water and was going to be 7 or 8 feet tall and was able to hold back approximately 6 feet of water, substantially less than what MSD had shown in the drawings. 12 feet was actually a maximum height but there would be some questions as to how often that coffer dam would've overtopped and how long that would've extended the duration of the project as you would probably be pumping out the coffer dam after most rainfalls. Mr. Clarke added that in order to allow Teraflex to withdraw their bid, this Board has to make a finding that 1) The price bid was based upon a mistake, which constituted a substantial error; 2) The bid was submitted in good faith; 3) The bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgement error; and 4) The mistake was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment or services made directly in compilation of the bid that can be shown by objective evidence drawn from original work papers, documents, or materials used to prepare the bid. Mr. Ashley asked Mr.

Clarke if all of the criteria had been met. Mr. Clarke stated that it was a decision for this Board to make, that the documentation regarding withdrawal was attached and that Teraflex has submitted evidence to support its request for withdrawal. Mr. VeHaun called for a motion. Ms. Manheimer made the motion to allow Teraflex to withdraw its bid based upon the fact that the price bid was based upon a mistake, which constituted a substantial error; the bid was submitted in good faith; the bidder has submitted credible evidence that the mistake was clerical in nature as opposed to a judgement error; and the mistake was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work. Mr. Pelly seconded the motion. Voice vote in favor of the motion was unanimous.

**9. Report of Committees:**

**a. Right of Way Committee – February 26, 2025.**

Mr. Ashley reported that the Right of Way Committee met on February 26, 2025. There were two items to consider, one condemnation and four compensation budgets. Right of Way Committee recommends accepting staff's recommendations on these items.

**10. Report of General Manager:**

Mr. Hartye reported that Jackie Kitchen at 637 Bee Tree Road called to express her appreciation for Wayne Rice.

Mr. Hartye reported that Teshia Cook at Clingman Avenue Extension called to say she and other owners were thrilled with McKinley and crew.

Mr. Hartye reported that Kevin Bartlett at Beech Tree Road called to express his appreciation for the work Shaun Meadows did.

Mr. Hartye reported that he would like to recognize Jason Capizzi, R.L. Haynes and the entire System Services Department for their stepped-up customer service call outs for both first responders and emergency dig up crews. Attached are the stats so you can see more than double the rate of emergency response calls as a result of the impacts from the storm. Since the storm, a lot of work is going on in the stream beds where all of our lines run, and other areas where they are moving tree trunks and lines with them. There is a lot of work going on in our corridor that is doing a lot of damage and folks are stepping up.

Mr. Hartye reported that as a part of developing the preliminary budget, the Personnel Committee will meet on April 22nd at 9 am to consider Cost of Living/Merit Pay and Benefit Allocations for our Self-Funded Medical and Dental Program. The CIP Committee will meet on April 24<sup>th</sup> at 8:30 am to consider an update of the Ten-Year Capital Improvement Program and the FY 2025 Construction Fund Budget. The Finance Committee will meet May 8<sup>th</sup> at 2 pm to consider a Preliminary Budget with an updated 10-year Business Plan which will incorporate the recommendations from other Committees along with the proposed FY 2025 Operating Budget and Sewer Rates.

Mr. Hartye reported that the March 26<sup>th</sup> Right of Way Committee Meeting has been cancelled. The next Right of Way Committee meeting will be held on April 23<sup>rd</sup> at 9 am. The next Regular Board Meeting will be held on April 16<sup>th</sup> at 2 pm.

**11. Consolidated Motion Agenda:**

**a. Consideration of Bids – Carrier Bridge Pump Station (Pipeline River Crossings):**

Mr. Hartye reported that the Carrier Bridge Pump Station (CBPS) Replacement project has been separated into two smaller projects. The first project, “Pipeline River Crossings), consists of two open cut river crossings of the French Broad River. Twin 36-inch force mains will be constructed at the northeast corner of the French Broad River Park in Asheville, and a 60-inch gravity interceptor will be constructed at the southwest corner of Carrier Park. The 60-inch crossing is part of the future South French Broad Relief Interceptor project; however, it is being constructed now because it sets the elevation of the downstream CBPS. Hurricane Helene severely impacted that French Broad River Park and Carrier Park, leading to temporary closures. The District is coordinating with the City of Asheville and have a Memorandum of Understanding. MSD is trying to coordinate our really disruptive work, which is the river crossings, and do that quickly so that we can work with them in restoring the park after that work is done. The Pipeline River Crossings project was advertised formally, and five sealed bids were received on March 6, 2025 as follows: Thalle Construction Company with a bid amount of \$20,122,673.00; Haren Construction Company Inc. with a bid amount of \$14,692,000.00; Ruby-Collins Inc. with a bid amount of 14,083,615.80; Cleary Construction Inc. with a bid amount of \$12,932,000.00; and Teraflex Group with a bid amount of \$5,891,880.00. With Teraflex Group withdrawing their bid, the apparent low bidder is Cleary Construction Inc. with a bid amount of \$12,932,000.00. This will be Cleary Construction’s first project with the District. Reference checks were conducted and positive feedback was provided by each reference. Furthermore, HDR, the District’s design engineer for this project, has worked with Cleary on several projects. HDR recommends awarding the project to Cleary construction. Ms. Manheimer asked if the same contractor was performing both projects. Mr. Hartye stated yes, the one at the French Broad River Park will be done first and get out of the way so restoration can begin. Ms. Manheimer asked if these were underwater. Mr. Hartye stated yes, these both will go under the French Broad River. Staff recommends award of this contract to Cleary Construction Inc. in the amount of \$12,932,000.00, and recommends approval of the Capital Project Ordinance, subject to review and approval by District Counsel.

**b. Consideration of Condemnation – Montford Avenue @ Montford Park:**

Mr. Hartye reported that the Right of Way Committee recommended authority to obtain appraisal and proceed with condemnation, if necessary.

**c. Consideration of Compensation Budgets – Bellevue Road, Kimberly Avenue @ Sedley Avenue; Logan Avenue; West City View Drive @ Riverside Drive:**

Mr. Hartye reported that the Right of Way Committee recommended approval of these compensation budgets.

**d. Consideration of Developer Constructed Sewer Systems – Belle Meadow; Brooks Cove; Crest Mountain Phase III; The Avery:**

Mr. Hartye reported that the Belle Meadow project is located along Rathburn Place in Buncombe County and included extending approximately 1,730 linear feet of 8-inch public gravity sewer to serve 74 Single-Family Residences.

Mr. Hartye reported that the Brooks Cove project is located along Brooks Cove Road in Buncombe County and included extending approximately 2,357 linear feet of 8-inch public gravity sewer to serve 47 Single-Family Residences.

Mr. Hartye reported that the Crest Mountain Phase III project is located along Birdseye View Road in the City of Asheville and included extending approximately 1,329 linear feet of 8-inch public gravity sewer to serve 69 Single-Family Residences.

Mr. Hartye reported that The Avery project is located along Clingman Avenue in the City of Asheville and included relocating/abandoning approximately 270 linear feet of existing public sewer with approximately 163 linear feet of new 8-inch public gravity sewer to serve 200 Multi-Family Residences and a Commercial Space.

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

**e. Consideration of Auditing Services Contract FY 2025:**

Mr. Powell reported that Cherry Bekaert continues to provide excellent service and commits to work hard to control expenses, and pass on any additional savings to the District. For the FY 2025 engagement Cherry Bekaert's fee is \$58,000.00. It is higher than in the past and this is due to us most likely needing a single audit act that is an additional \$9,000.00. This single audit act pertains to us receiving funds from FEMA as an additional service that they have in relation to our auditing engagement. Staff recommends approval of the FY 2025 audit contract with Cherry Bekaert, LLP.

**f. Second Quarter Budget to Actual Review FY 2025:**

Mr. Powell reported that Domestic User Fees are below budgeted expectations due to timing delays in cash receipts as well as impacts from tropical storm Helene. Staff believes revenue will be five to ten percent below budgeted expectations for the fiscal year. The District did have issues with our billing partners because of the storm having an impact on them billing on our behalf as

well as on water behalf. We are starting to see trends, and you will see that in the January data, of us making back some of that ten percent in the coming months. Industrial User Fees are at budgeted expectations. Facility and Tap Fees are above budgeted expectations due to unanticipated revenue from various developers. Interest and miscellaneous income are above budgeted expectations. Actual short-term interest rates are higher than anticipated for the fiscal year. O&M expenditures are at 52.5% of budget. They include encumbered amounts which has elevated the budget to actual above 50%. Bond principal and interest are at 81.4%. This reflects principal and semi-annual interest payments. Amounts budgeted for capital equipment and capital projects are rarely expended proportionately throughout the year. As it pertains to this upcoming fiscal year, we do have one project that was delayed and we do anticipate our expenditures for our capital projects to be below what was budgeted. Any amounts that did not occur this year are being re-budgeted for FY 2026. For presentation purposes, Staff has reflected all costs pertaining to tropical storm Helene under the contingency line item. Staff believes all costs will be reimbursed through a combination of insurance and FEMA reimbursement. As of December 31<sup>st</sup> that amount was approximately \$3.8 Million. It will go up a little bit because we've had some projects that have been bid out subsequent to the year, but we have fared well compared to our sister agencies. Ms. Manheimer stated that the City elected not to bill water until a very delayed period but they have to do six billing cycles in a year so that all of the capital items get billed correctly, plus trash and what not. That is obviously affecting the District and asked if the District agreed with that. Mr. Hartye stated that the District recommended that they not do that. They weren't billing until they delivered potable water which was much further along. Meanwhile, the non-potable water was being used and going through the meter and coming to the District, but they weren't billing our part of the bill. When they started billing again, we had 2 ½ months' worth and everyone was getting a big bill. Mr. Hartye stated that after the last Board Meeting, he sent out a link to all Board Members describing what's going on and Mr. Powell had an example bill to explain why everyone had such a big bill when we came back online. It was mostly just the City of Asheville. Most of the other Member Agencies were back online and started billing fairly well. The District has someone here on Scott's Staff that responds to these issues. Part of the issue is some people called in or wrote in about where they were asked to flush the system and they were having a higher bill. The District's answer to that is that we will look at the last 12 months and figure out what their average bill was and adjust accordingly. Ms. Manheimer stated that City Council keeps asking if they can go to a monthly billing system which would include the District and were told that it can't happen until the new meters are all installed. They are now halfway through that long process. There was some further discussion regarding the amounts of the bills. Mr. Powell stated that the District is navigating through this and for all customers that were using water to flush their system, we are taking a look at that and have made a few adjustments pertaining to that. Most of the issues have been the days of service in that billing cycle and that's what has elevated the cost as it pertains to the sewer portion.

**g. Cash Commitment Investment Report – Month ended January, 2025:**

Mr. Powell reported that Page 85 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 86 presents the MSD Investment Manager's report as of the month of January. The weighted average maturity of the investment portfolio is 114 days. The yield to maturity is 4.43%. Page 87 presents the MSD analysis of cash receipts. Domestic User Fees are considered reasonable based on timing of cash receipts and historical trends. Industrial User Fees are considered reasonable based on timing of cash receipts and historical trends. Facility and Tap fees are above budgeted expectations due to receiving revenue from various developers. Page 88 presents MSD's Analysis of Expenditures. O&M, Debt Service and Capital Project expenditures are considered reasonable based on historical trends and timing of cash expenditures. Page 89 presents MSD's Variable Debt Service report. The 2008 Series Bonds are performing at budgeted expectations. As of the end of February, both issues have saved the District's rate payers over \$7.9 Million in debt service since April, 2008.

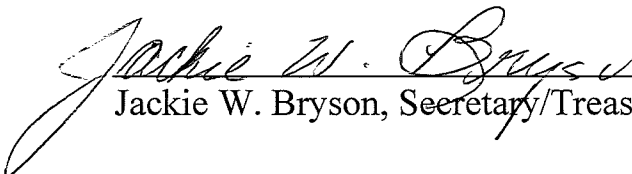
With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Watts moved, Mr. Ashley seconded the motion. Voice vote in favor of the motion was unanimous.

**12. Old Business:** None.

**13. New Business:** None.

**14. Adjournment:**

With no further business, Mr. VeHaun called for adjournment at 2:34 pm.

  
Jackie W. Bryson, Secretary/Treasurer



# Metropolitan Sewerage District

## Regular Board Meeting

March 19, 2025 @ 2 pm

	Agenda Item	Presenter
	Call to Order and Roll Call	VeHaun
	01. Election of Vice Chair of the MSD Board	VeHaun
	02. Inquiry as to Conflict of Interest	VeHaun
	03. <a href="#">Approval of Minutes of the January 15, 2025 Board Meeting</a>	VeHaun
	04. Discussion and Adjustment of Agenda	VeHaun
	05. Introduction of Guests	VeHaun
	06. Informal Discussion and Public Comment	VeHaun
	07. Hearing to Consider Forfeiture of Bid Security: <a href="#">Carrier Bridge Pump Station (Pipeline River Crossings) - Teraflex</a>	Hartye
	08. Report of Committees	
	a. Right of Way Committee – February 26, 2025	Ashley
	09. <a href="#">Report of General Manager</a>	Hartye
	10. Consolidated Motion Agenda	Hartye
	a. Consideration of Bids – <a href="#">Carrier Bridge Pump Station (Pipeline River Crossings)</a>	Hartye
	b. Consideration of Condemnation – <a href="#">Montford Avenue @ Montford Park</a>	Hartye
	c. Consideration of Compensation Budgets – <a href="#">Bellevue Road; Kimberly Ave. @ Sedley Ave.; Logan Avenue; West City View Drive @ Riverside Drive</a>	Hartye
	d. Consideration of Developer Constructed Sewer Systems – <a href="#">Belle Meadow; Brooks Cove; Crest Mountain Ph. III; The Avery</a>	Hartye
	e. <a href="#">Consideration of Auditing Services Contract FY 2025</a>	Powell
	f. <a href="#">Second Quarter Budget to Actual Review FY 2025</a>	Powell
	g. <a href="#">Cash Commitment/Investment Report-Month ended January, 2025</a>	Powell
	11. Old Business	VeHaun
	12. New Business:	VeHaun
	13. Adjournment: (Next Meeting 4/16/25)	VeHaun
	<a href="#">STATUS REPORTS</a>	



**BOARD OF THE METROPOLITAN SEWERAGE DISTRICT**  
**January 15, 2025**

**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 at 2:00 pm, Wednesday, January 15, 2025. Chairman Vebaun presided with the following members present: Bryson, Dearth, Pelly, Pennington, Tarleton, Watts, Whitesides and Wisler. Ashley, Franklin, Lapsley, Manheimer and Moore were absent.

Others present were William Clarke, General Counsel; Patty Beaver with CIBO; Seth Eckard with Woodfin Sanitary Water & Sewer District; CJ Chen and Nick Dierkas with McKim & Creed; Ken and Marsha Stines; Harry Buckner with the Town of Biltmore Forest; Tom Hartye, Hunter Carson, Scott Powell, Mike Stamey, Spencer Nay 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 November 20, 2024 Board Meeting:**

Mr. VeHaun asked if there were any changes to the Minutes of the November 20, 2024 Board Meeting. Mr. Watts moved for approval of the minutes as presented. Mr. Pelly seconded the motion. Voice vote in favor of the motion was unanimous.

**4. Discussion and Adjustment of Agenda: None.**

**5. Introduction of Guests:**

Mr. VeHaun welcomed Patty Beaver with CIBO; Harry Buckner with Biltmore Forest; new Board Member, Allan Tarleton; CJ Chen and Nick Dierkas with McKim & Creed; Ken and Marsha Stines; and Seth Eckard, Executive Director, Woodfin Sanitary Water & Sewer District.

**6. Informal Discussion and Public Comment: None.**

**7. Report of General Manager:**

Mr. Hartye reported that Ken Stines was present at the meeting. Mr. Stines retired in December after 29 years of service to MSD. MSD has come a long way since the 1990's when just about every day involved an emergency. There were massive amounts of SSO's and even cows falling into our collapsing interceptors! The progress that Ken has helped lead here is significant. It has gone from being one of the worst systems to being one of the best. Going from 289 SSO's a year to last year when there were 10. Ken led MSD's preventative maintenance efforts and was instrumental in establishing our rehabilitation and replacement priorities for the Capital Improvement Program. He not only was engaged here at MSD but represented MSD statewide for the wastewater industry, serving on the Wastewater Board of Education and Examiner's Committee, Board Member of 811 as well as several other committees and functions and was instrumental in developing the "needs to know" for wastewater collection system operating. His wife, Marsha

is also present today. Marsha means a lot to MSD, she was our Personnel Director for several years. Mr. Hartye stated that it would be an honor if Mr. Clarke would read the Board Resolution of appreciation for Ken. Mr. Clarke stated that he would like to take this opportunity to tell one story about Ken. If you're working on a project for MSD and another lawyer or someone calls in and wants to know what MSD is doing on a property, he would call Ken, and in about 5 minutes or less he would have a picture of the line, what they were doing, and the matter would be easily handled. He is an incredible source of information and a great guy to work with. About 15 years ago, MSD got a letter from the EPA alleging that there were all kinds of sewer overflows and pretty much demanding that MSD come to Atlanta and meet with the EPA. Mr. Clarke stated that he contacted someone that he knew who worked for the EPA, Mike McGee, who was from North Carolina. He was retired but had helped a lot of municipalities. Mr. Clarke, Tom Hartye and Ken went to Atlanta and met with Mr. McGee and the EPA. They were very nice but pretty stern to begin with. Mike McGee said to them that he usually comes in to the EPA begging for mercy but these people from MSD have a story to tell, then he let Ken Stines tell the story about the reduction in SSO's. Ken not only told the story but had pictures, a map of the system showing where all of the SSO's were and what MSD had done to fix them. This meeting was about 1 ½ hours long, they left the meeting on very good terms and never heard from them again. This is just an example of the value Ken provided to MSD. Mr. Clarke then read the resolution which includes the renaming of the MSD Learning and Education Facility to the C. Kenneth Stines Learning Center. Ken thanked everyone and stated that it has been truly an honor to work for MSD. He stated that he can't say enough about the support from the Board and how MSD is ran. He stated that Tom enables employees to be a part of the decisions. The choices made here at MSD start at the bottom and work their way to the top and back down to the bottom and what a great way to manage things. He stated that this is a huge honor, that he is completely shocked and that he certainly appreciates it and everyone here. He stated that there have been a lot of important people in his life from MSD. He told a few stories and thanked the Board and Mr. Hartye and stated that he will miss MSD. Mr. Clarke stated that there needs to be a motion to approve the Resolution. Mr. Watts moved. Mr. Pennington seconded the motion. Roll call vote was as follows: 9 ayes; 0 nays.

Mr. Hartye reported that MSD received the Distinguished Budget Presentation Award from the GFOA for the FY 2025 Budget. Thanks to Jody Germaine and Scott Powell.

Mr. Hartye reported that attached is an email from Keri McGraw regarding MSD service call to 108 Westfield Way. Thanks to System Services Division.

Mr. Hartye reported that Cynthia Jordan of 11 Fates Overlook Loop called to praise Shannon Ward and Wayne Rice for their quick response to her sewer issue.

Mr. Hartye reported that the Right of Way Committee meeting for January 25<sup>th</sup> has been cancelled. The next Right of Way Committee meeting will be held on February 26<sup>th</sup> at 9 am. The next Regular Board Meeting will be held on February 19<sup>th</sup> at 2 pm.

**8. Consolidated Motion Agenda:**

**a. Consideration of Annual Meeting Dates FY 2025:**

Mr. Hartye reported that attached is a list of annual meeting dates for Board Meetings and a description of when Committee meeting dates will be held.

**b. Consideration of Budget Calendar FY 2025:**

Mr. Hartye reported that attached is the Budget Calendar showing when all meetings will be held that lead up to the Preliminary and Final Budget.

**c. Consideration of Bids – Material Procurement: Incinerator Dome Rehabilitation:**

Mr. Hartye reported that fluidizing bed incinerator (FBI) was originally placed into service in 1992 and has undergone several rebuilds of various components over the years with the most major rebuild in 2004. The FBI is scheduled for a shut down for another rebuild in Winter/Spring of 2026. The project will consist of replacing the interior firebricks (dome floor, inner walls, and corbel) and the ceiling will be replaced with castable material. The nickel alloy tuyeres will be replaced in the dome floor to provide the air flow through the dome. A lot of materials have been bought but the District is pre-purchasing materials for the dome floor due to lead-times of approximately one year for the specialty bricks. Installation of these materials will be completed next year through a competitively bid construction contract. The dome rehabilitation materials purchase was advertised, and one bid was received on December 5, 2024. The purchase was therefore readvertised, and one bid was again received on December 18, 2024 as follows: Industrial Furnace Company, Inc. with a bid amount of \$696,810.00. Industrial Furnace Company, Inc. has done a lot of work with MSD on the FBI in the past. Money was included in the larger budget for this project. Staff recommends that the District procure the specified incinerator materials supplied by Industrial Furnace Company Inc. in the amount of \$696,810.00.

**d. 50 McCormick Place – Information Only:**

Mr. Hartye reported that 50 McCormick Place is a Hurricane Helene related project that includes replacing approximately 45 LF of 6-inch sewer line that was compromised by a landslide near the McCormick Baseball Field. This project was advertised informally and three bids were received on December 2, 2024, as follows: Key Construction with a bid amount of \$113,000.00; HNH Construction with a bid amount of \$93,792.00 and TP Howard's Plumbing Co., Inc. with a bid amount of \$90,094.00. The apparent low bidder is TP Howard's Plumbing Co. Inc. with a bid amount of \$90,094.00. Sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene. Staff recommends award of this contract to TP Howard's Plumbing Co., Inc.

**e. North Fork Road Sewer Crossings – Information Only:**

Mr. Hartye reported that the North Fork Road Sewer Crossings is a Hurricane Helene related project that includes replacing two aerial creek crossings; one on the North Fork Swannanoa River and another on an unnamed tributary of the North Fork. Both crossings were destroyed during Hurricane Helene and were temporarily repaired. The project includes permanently replacing both crossings with 8-inch welded steel sewer piping and new concrete pier supports. The project was advertised informally and three bids were received on December 2, 2024, as follows: Key Construction with a bid amount of \$301,000.00; TP Howard's Plumbing Co., Inc. with a bid amount of \$234,177.00; and HNH Construction with a bid amount of \$222,589.00. The apparent low bidder is HNH Construction with a bid amount of \$222,589.00. HNH Construction has done quite a bit of work for the District. Sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene. Staff recommends award of this contract to HNH Construction.

**f. Blue Ridge Road Streambank Restoration – Information Only:**

Mr. Hartye reported that the Blue Ridge Streambank Restoration project is a Hurricane Helene related project and is for streambank restoration of the Swannanoa River immediately downstream of the Blue Ridge Road bridge in Black Mountain. The sewer infrastructure has been permanently repaired with new pipe and manholes but the streambanks are still heavily eroded leaving manholes and hundreds of linear feet of sewer pipe vulnerable to future damage. The project includes reestablishing the streambanks to pre-Helene widths for approximately 400 linear feet using fill dirt, riprap, and boulders. The project was advertised informally, and three bids were received on December 23, 2024, as follows: TP Howard's Plumbing Co., Inc. with a bid amount of \$207,004.00; HNH Construction with a bid amount of \$103,307.00 and Key Construction with a bid amount of \$79,875.00. The apparent low bidder is Key Construction with a bid amount of \$79,875.00. Key Construction has done quite a bit of work for the District and continue to provide good workmanship. Sufficient funds are available in contingency. MSD has submitted this project for FEMA reimbursement in response to Hurricane Helene. Staff recommends award of this contract to Key Construction. Mr. Pennington pointed out that an incredible amount of backwater effect from the flood occurred in this area due to the low bridge at Blue Ridge Road which was completely compromised and washed away. The temporary bridge was installed by the Army Corp of Engineers. It's a one lane bridge now and it's temporary in nature but words can't put into place just how insane it was. The corridors were narrow before with riparian vegetation and now words can't put into play just how much work had to be done just in this area. Of Course, this is multiplied over and over and repeated throughout the county.

**g. 2 Banks Town Road and 55 Banks Town Road Sewer Crossings – Information Only:**

Mr. Hartye reported that this project includes replacement of two aerial creek crossings on Reems Creek in Weaverville. Both crossings were destroyed during Hurricane Helene and have been temporarily repaired. New concrete piers will be constructed to permanently support the existing aerial pipe at 2 Banks Town Road. At 55 Banks Town Road new concrete piers will be constructed and the 60 LF aerial pipe crossing will be replaced. The project was advertised informally, and three bids were received on December 23, 2024, as follows: Key Construction with a bid amount of \$239,500.00; HNH Construction with a bid amount of \$158,346.00 and TP Howard's Plumbing Co., Inc. with a bid amount of \$158,227.00. The apparent low bidder is TP Howard's Plumbing Co., Inc. with a bid amount of \$158,227.00. Sufficient funds are available in contingency. Staff recommends award of this contract to TP Howard's Plumbing Co., Inc. Ms. Wisler asked if these sewer crossings were Helene related as there are no comments that MSD has applied for FEMA reimbursement on these. Mr. Hartye stated that is because these may cost more than we get back. There are certain areas where certain special requirements kick in on their process that would probably be more expensive to deal with.

**h. Consideration of Developer Constructed Sewer Systems – Beloved Asheville Village; Creekside Cottages Phase 1; New Stock Acres Private Sewer Conveyance; Rutledge Road Phase 2; Unadilla Avenue:**

Mr. Hartye reported that the Beloved Asheville Village project is located off Overbrook Road in the City of Asheville and included extending approximately 275 linear feet of 8-inch public gravity sewer to serve the 12-unit affordable housing development. This project qualifies for the District's Cost Recovery Reimbursement for the lesser of the construction of the sewer extension or five years' estimated revenue. There is a Cost Recovery Agreement attached. The estimated revenue is \$23,419.00. Staff recommends acceptance of this developer constructed sewer system and authorizing General Manager to disburse \$23,419.00 to Beloved Asheville.

Mr. Hartye reported that the Creekside Cottages Phase 1 project is located off Misty Valley Parkway in Buncombe County and included extending approximately 41 linear feet of 8-inch public gravity sewer to serve 7 single-family units.

Mr. Hartye reported that the New Stock Acres project is located along Woodland Hills Road in Buncombe County. The property-ownership group being served by the private collection system contacted MSD to request a system evaluation and to consider ownership and maintenance responsibilities. After the evaluation, MSD determined the system was in good condition and basically meets public standards which very few private systems do. This private collection system includes approximately 1,040 linear feet of 8-inch gravity sewer serving 7 single-family residences. The estimated value of the sewer system using recent project costs and using a 100-year straight line depreciation was calculated to be \$108,160.00.

Mr. Hartye reported that the Rutledge Road Phase II project is located along North Christie Court in Henderson County and included extending approximately 1,284 linear feet of 8-inch public gravity sewer to serve 44 single-family residences.

Mr. Hartye reported that the Unadilla Avenue project is located along Unadilla Avenue in Buncombe County and included extending approximately 105 linear feet of 8-inch public gravity sewer to serve 3 single-family residences.

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

**i. Consideration of Procurement of New 2025 Crane Truck - Fleet Replacement:**

Mr. Hartye reported that at the March 14, 2024 Equipment Replacement Committee meeting, the members recommended the purchase of one new 2025 Crane Truck. The first solicitation for bids yielded no results. A subsequent ad was placed in the Asheville Citizen Times with a publication date of December 12, 2024. The sole bidder was Friendship Ford and was deemed the lowest responsible bidder with a bid amount of \$95,942.00. This is budgeted in MSD's Replacement Fund. Staff recommends that the bid from Friendship Ford be awarded.

**j. Cash Commitment Investment Report – Month ended November, 2024:**

Mr. Powell reported that Page 60 presents the makeup of the District's Investment Portfolio. There has not been a significant change in the makeup of the portfolio from the prior month. Page 61 presents the MSD Investment Manager's report as of the month of November. The average weighted maturity of the investment portfolio is 40 days. The yield to maturity is 4.57%. Page 62 presents the MSD analysis of cash receipts. Domestic User Fees are considered reasonable based on Helene effects on timing of cash receipts and historical trends. Industrial User Fees are considered reasonable based on timing of cash receipts and historical trends. Facility and Tap fees are above budgeted expectations due to receiving revenue from various developers throughout the year. Page 63 presents MSD's Analysis of Expenditures. O&M, Debt Service and Capital Project expenditures are considered reasonable based on historical trends and timing of cash expenditures. Page 64 presents MSD's Variable Debt Service report. The 2008 Series Bonds are performing at budgeted expectations. As of the end of December, the issues have saved the District's rate payers approximately \$7.9 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. Pennington seconded the motion. Roll call vote was as follows: 9 ayes; 0 nays.

**9. Old Business:** None.

**10. New Business:** None.

**11. Adjournment:**

With no further business, Mr. VeHaun called for adjournment at 2:28 pm.

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Jackie W. Bryson, Secretary/Treasurer

# Metropolitan Sewerage District of Buncombe County

## BOARD ACTION ITEM

**BOARD MEETING DATE:** March 19, 2025

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

**PREPARED BY:** Hunter Carson, P.E. – Director of Engineering  
Darin Prosser, P.E. – Project Manager

**SUBJECT:** Hearing to Consider Forfeiture of Bid Security: Carrier Bridge Pump Station (Pipeline River Crossings) – Teraflex Group  
MSD Project No. 2019045

**BACKGROUND:** Five bids were received and opened on March 6, 2025 for this contract in the following amounts:

<u>Contractor</u>	<u>Bid Amount</u>
1) Thalle Construction	\$ 20,122,673.00
2) Haren Construction Company	\$ 14,692,000.00
3) Ruby-Collins Inc.	\$ 14,083,615.80
4) Cleary Construction, Inc.	\$ 12,932,000.00
<b>5) Teraflex Group</b>	<b>\$ 5,891,880.00*</b>

(\*) Indicates correction in Contractor's bid amount.

Teraflex Group notified staff on March 7, 2025 that their bid contained several unintentional omissions of materials costs, and will withdraw. Their letter and supporting evidence is attached for reference.

A bidder who is bidding on a public project in North Carolina may withdraw their bid, without forfeiture of their bid security, provided that they meet all requirements of *NCGS 143-129.1* (attached). *Once a bidder has withdrawn their bid, they can no longer be considered for the project.* The only remaining issue is their bid security.

*NCGS 143-129.1* requires that a hearing be held in order that the contractor may formally present documentation showing their alleged error(s). Based upon the evidence presented at the hearing, the Board may or may not require forfeiture of Teraflex Group's Bid Security.

Please refer to the attached documentation for further details.

**FISCAL IMPACT:** Teraflex Group's Bid Security is 5% of their bid amount, or \$294,594.00.

**STAFF RECOMMENDATION:** Staff recommends that the Board hold a hearing at its regular meeting on March 19, 2025 to consider forfeiture of Teraflex Group's Bid Security.





# Metropolitan Sewerage District

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## OF BUNCOMBE COUNTY, NORTH CAROLINA

March 10, 2025

Mr. John Patrick, Vice President  
Teraflex Group  
PO Box 420  
Waynesville, NC 28786

**Re: MSD Board Hearing: Bid Withdrawal for Carrier Bridge Pump Station (Pipeline River Crossings); MSD Project No. 2019045**

Dear Mr. Patrick,

The Metropolitan Sewerage District of Buncombe County, N.C. (MSD) is in receipt of the letter you sent on March 7, 2025 requesting to withdraw your Bid submitted on March 6, 2025.

Under North Carolina law, MSD may allow you to withdraw your Bid from consideration without forfeiture of your Bid security if all the following conditions are met:

- The price bid was based upon a mistake, which constituted a substantial error;
- The bid was submitted in good faith;
- The bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error; and
- The mistake was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in compilation of the bid that can be shown by objective evidence drawn from original work papers, documents, or materials used to prepare the bid.

You are hereby notified that MSD has scheduled a hearing to discuss your bid withdrawal request at its regular Board meeting on **Wednesday, March 19, 2025 at 2:00 p.m.** The hearing will be held in the Board Room at the W. H. Mull Administrative Building, 2028 Riverside Drive, Asheville, NC 28804. As the bidder, either in person or through counsel, you may appear at the hearing and present any additional facts and arguments in support of your request to withdraw.

MSD shall issue a written ruling allowing or denying the request to withdraw within five days after the hearing. In the event of a denial of your request to withdraw, you have the right, within 20 days after

~Protecting Our Natural Resources~

receipt of the ruling, to contest the matter by filing a civil action in any North Carolina Court of competent jurisdiction.

Please contact me at (828) 225-8241 should you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Hunter Carson". The signature is fluid and cursive, with a long horizontal stroke at the end.

W. Hunter Carson, P.E.  
Director of Engineering



ND CONTRACTOR #54732  
MT CONTRACTOR #225521  
NC CONTRACTOR #78525  
SC CONTRACTOR #G122953  
TN CONTRACTOR #75229  
UT CONTRACTOR #10493466-5501

Mr. Darin Prosser,

On behalf of Teraflex Group, LLC I am writing to formally request the withdrawal of our bid, for Carrier Bridge Pump Station (Pipeline River Crossings), submitted to MSD of Buncombe County on March 6<sup>th</sup>, 2025.

Upon thorough review of our proposal, we have identified several unintentional omissions of material costs. As such, and per North Carolina Statute 143-129.1, we feel as though we have grounds to seek such withdrawal.

Under three separate bid items – “Temporary Cofferdam For Gravity Sewer”, “Temporary Cofferdam For Force Main” and “Floor Recovery”— we found that our material cost for the AquaDam Cofferdams had been suppressed within the software. This is a feature within our estimating software that allows the user to quickly remove an item’s cost, for any number of reasons, i.e. comparison of material quotes, review of crews and labor without material costs, etc. This oversight of \$300,000 per bid item (3), before marking up, is very significant and, as such, we would be unable to proceed with our proposal in its current form. We respectfully request that our proposal be withdrawn from consideration, and our security deposit released without forfeiture.

Best Regards,

John Patrick  
Vice President, Teraflex Group

A handwritten signature in blue ink, appearing to read "John Patrick", is written over the typed name and title.

*Supporting evidence will be provided early next week.*

<b>General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil &amp; Gas</b>		
<b>North Carolina Office</b>	<b>ND-Corporate Office</b>	<b>Utah Office</b>
PO Box 420	1015 58 <sup>th</sup> St W/P O Box 10482	
217 Branner Ave	Williston, ND 58803	Salt Lake City, UT 84101
Waynesville, NC 28786	Phone 701.774.9816	
	Fax 701.774.9817	



ND CONTRACTOR #54732  
MT CONTRACTOR #225521  
NC CONTRACTOR #78525  
SC CONTRACTOR #G122953  
TN CONTRACTOR #75229  
UT CONTRACTOR #10493466-5501

Mr. Darin Prosser,

As stated in our earlier correspondence, Teraflex became aware of several unintentional errors within our proposal for the Carrier Bridge Pump Station (Pipeline River Crossings) bid. To provide transparency to our claim, please see the screenshots on the following pages.

The key mistakes identified include:

1. Suppression, within our estimating software, of the cofferdam costs in bid item "Temporary Cofferdam For Force Main"
2. Suppression, within our estimating software, of the cofferdam costs in bid item "Temporary Cofferdam For Gravity Sewer"
3. Suppression, within our estimating software, of the cofferdam cost in bid item "Flood Recovery". Additionally, we identified a significant rounding error. Specifically, this entry should have read \$150,000/EA, but was mistakenly recorded as \$50,000/EA, likely due to a manual rounding input. While the \$150,000 value is still significantly less than that of the corrected value that includes the price of the cofferdam materials, this was a mistake none the less.

Best Regards,

A handwritten signature in blue ink, appearing to read "John Patrick".

John Patrick  
Vice President, Teraflex Group

<b>General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil &amp; Gas</b>		
<b>North Carolina Office</b>	<b>ND-Corporate Office</b>	<b>Utah Office</b>
PO Box 420	1015 58 <sup>th</sup> St W/P O Box 10482	
217 Branner Ave	Williston, ND 58803	Salt Lake City, UT 84101
Waynesville, NC 28786	Phone 701.774.9816	
	Fax 701.774.9817	

Estimate Information   Item Listing   Estimate Detail   Bid Pricing Strategy   Distribution Strategy   Item Pricing   Summary   Bid Form   Audit Trail

Search for descriptions containing:  Search

Description: COFFERDAMS

- Pay Items
- 10 - Mobilization (3% Max)
- 20 - Temporary Access To Force Mains
- 30 - Temporary Access To Gravity Sewer
- 40 - Temporary Cofferdam For Force Main
- 1 Temporary Cofferdam For Force Main (1.00 LS)
  - 1 Cofferdams (2.00 EACH)
  - 1 Cofferdams (2.00 EACH)
  - 1 Install Cofferdams (2.00 EACH)
  - 1 Remove Cofferdams (2.00 EACH)
  - 1 Support (1.00 LS)
  - 1 COFFERDAM MATERIALS (1.00 LS)
- 70 - 60" Gi
- 50 - Temp
- 60 - 36" F
- 80 - Flood
- Indirect Items
- 1000 - Sup
- Excel Workbo

Work type:

Job cost ID:  (Custom)

Quantity: 2.00 EACH

Unit cost: \$150,000.00

Total cost: \$300,000.00

Suppressed: ☒

Categorize as: Subcontracted

selected price

Subcontractor Name	Minority

*Showing suppression of bid item*

**General Contractors-Excavation-Grading-Heavy Highway-Public Utilities (Water & Sewer)**

Teraflex Group LLC

PO Box 10482 – Williston ND 58803

Ph: 701-774-9816 Fax: 701-774-9817

Item #:	40	Lock type:	Price
Description: Temporary Cofferdam For Force Main			
Work type:			
Job cost ID:	(Custom)	Task JC ID:	(Custom)
Bid quantity:	1.00 LS	Takeoff qty:	1.00
Unit cost:	\$234,389.18	Unit price:	\$321,000.00
Total cost:	\$234,389.18	Total price:	\$321,000.00
Suppressed: <input type="checkbox"/>		Completed: <input type="checkbox"/>	

*Temporary Cofferdam for Force Main with suppressed price*

Item #:	40	Lock type:	Price
Description: Temporary Cofferdam For Force Main			
Work type:			
Job cost ID:	(Custom)	Task JC ID:	(Custom)
Bid quantity:	1.00 LS	Takeoff qty:	1.00
Unit cost:	\$534,389.18	Unit price:	\$686,120.00
Total cost:	\$534,389.18	Total price:	\$686,120.00
Suppressed: <input type="checkbox"/>		Completed: <input type="checkbox"/>	

*Temporary Cofferdam for Force Main without suppression*

**General Contractors-Excavation-Grading-Heavy Highway-Public Utilities (Water & Sewer)**

Teraflex Group LLC

PO Box 10482 – Williston ND 58803

Ph: 701-774-9816 Fax: 701-774-9817

Item #: 50 Lock type: Price

Description: Temporary Cofferdam For Gravity Sewer

Work type:

Job cost ID: (Custom) Task JC ID: (Custom)

Bid quantity: 1.00 LS Takeoff qty: 1.00

Unit cost:	\$234,389.18	Unit price:	\$316,000.00
Total cost:	\$234,389.18	Total price:	\$316,000.00

Suppressed: ☐ Completed: ☐

*Temporary Cofferdam for Gravity Sewer with suppressed price*

Item #: 50 Lock type: Price

Description: Temporary Cofferdam For Gravity Sewer

Work type:

Job cost ID: (Custom) Task JC ID: (Custom)

Bid quantity: 1.00 LS Takeoff qty: 1.00

Unit cost:	\$534,389.18	Unit price:	\$681,120.00
Total cost:	\$534,389.18	Total price:	\$681,120.00

Suppressed: ☐ Completed: ☐

*Temporary Cofferdam for Gravity Sewer without suppression*

**General Contractors-Excavation-Grading-Heavy Highway-Public Utilities (Water & Sewer)**

Teraflex Group LLC

PO Box 10482 – Williston ND 58803

Ph: 701-774-9816 Fax: 701-774-9817



Item #:	80	Lock type:	(None)
Description: Flood Recovery			
Work type:			
Job cost ID:	(Custom)	Task JC ID:	(Custom)
Bid quantity:	2.00 EACH	Takeoff qty:	2.00
Unit cost:	\$120,134.46	Unit price:	\$50,000.00
Total cost:	\$240,268.92	Total price:	\$100,000.00
Suppressed: <input type="checkbox"/>		Completed: <input type="checkbox"/>	

*Flood Recovery with suppressed price*

Item #:	80	Lock type:	(None)
Description: Flood Recovery			
Work type:			
Job cost ID:	(Custom)	Task JC ID:	(Custom)
Bid quantity:	2.00 EACH	Takeoff qty:	2.00
Unit cost:	\$270,134.46	Unit price:	\$300,000.00
Total cost:	\$540,268.92	Total price:	\$600,000.00
Suppressed: <input type="checkbox"/>		Completed: <input type="checkbox"/>	

*Flood Recovery without suppression*

**General Contractors-Excavation-Grading-Heavy Highway-Public Utilities (Water & Sewer)**

Teraflex Group LLC

PO Box 10482 – Williston ND 58803

Ph: 701-774-9816 Fax: 701-774-9817



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

**Carrier Bridge Pump Station - Pipeline River Crossings**

**Project No. 2019045**

**BID TABULATION**

**March 6, 2025**

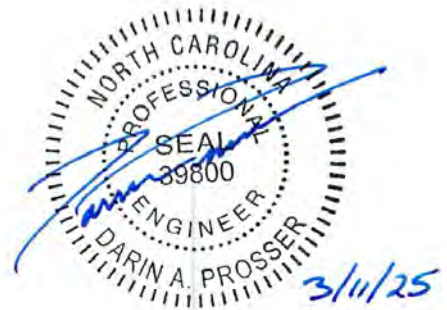
<b>BIDDER</b>	<b>Bid Bond</b>	<b>MBE Form</b>	<b>Bid Forms (Proposal)</b>	<b>TOTAL BID AMOUNT</b>
Thalle Construction Hillsborough NC	5%	Yes	Yes	\$20,122,673.00
Haren Construction Company Etowah TN	5%	Yes	Yes	\$14,692,000.00
Ruby-Collins Inc Smyrna GA	5%	Yes	Yes	\$14,083,615.80
Cleary Construction Inc Tompkinson KY	5%	Yes	Yes	\$12,932,000.00
Terraflex Group (*)(**) Waynesville NC	5%	Yes	Yes	\$5,891,880.00

**APPARENT LOW BIDDER**

(\*) Indicates correction in bid amount.

(\*\*) Contractor withdrew bid, citing mathematical errors.

Darin Prosser  
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 25th day of July, 2024, 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.

### **§ 143-129.1. Withdrawal of bid.**

A public agency may allow a bidder submitting a bid pursuant to G.S. 143-129 for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment to withdraw his bid from consideration after the bid opening without forfeiture of his bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn. A request to withdraw a bid must be made in writing to the public agency which invited the proposals for the work prior to the award of the contract, but not later than 72 hours after the opening of bids, or for a longer period as may be specified in the instructions to bidders provided prior to the opening of bids.

If a request to withdraw a bid has been made in accordance with the provisions of this section, action on the remaining bids shall be considered, in accordance with North Carolina G.S. 143-129, as though said bid had not been received. Notwithstanding the foregoing, such bid shall be deemed to have been received for the purpose of complying with the requirements of G.S. 143-132. If the work or purchase is relet for bids, under no circumstances may the bidder who has filed a request to withdraw be permitted to rebid the work or purchase.

If a bidder files a request to withdraw his bid, the agency shall promptly hold a hearing thereon. The agency shall give to the withdrawing bidder reasonable notice of the time and place of any such hearing. The bidder, either in person or through counsel, may appear at the hearing and present any additional facts and arguments in support of his request to withdraw his bid. The agency shall issue a written ruling allowing or denying the request to withdraw within five days after the hearing. If the agency finds that the price bid was based upon a mistake of the type described in the first paragraph of this section, then the agency shall issue a ruling permitting the bidder to withdraw without forfeiture of the bidder's security. If the agency finds that the price bid was based upon a mistake not of the type described in the first paragraph of this section, then the agency shall issue a ruling denying the request to withdraw and requiring the forfeiture of the bidder's security. A denial by the agency of the request to withdraw a bid shall have the same effect as if an award had been made to the bidder and a refusal by the bidder to accept had been made, or as if there had been a refusal to enter into the contract, and the bidder's bid deposit or bid bond shall be forfeited.

In the event said ruling denies the request to withdraw the bid, the bidder shall have the right, within 20 days after receipt of said ruling, to contest the matter by the filing of a civil action in any court of competent jurisdiction of the State of North Carolina. The procedure shall be the same as in all civil actions except all issues of law and fact and every other issue shall be tried de novo by the judge without jury; provided that the matter may be referred in the instances and in the manner provided for by North Carolina G.S. 1A-1, Rule 53, as amended. Notwithstanding the foregoing, if the public agency involved is the Department of Administration, it may follow its normal rules and regulations with respect to contested matters, as opposed to following the administrative procedures set forth herein. If it is finally determined that the bidder did not have the right to withdraw his bid pursuant to the provisions of this section, the bidder's security shall be forfeited. Every bid bond or bid deposit given by a bidder to a public agency pursuant to G.S. 143-129 shall be conclusively presumed to have been given in accordance with this section, whether or not it be so drawn as to conform to this

section. This section shall be conclusively presumed to have been written into every bid bond given pursuant to G.S. 143-129.

Neither the agency nor any elected or appointed official, employee, representative or agent of such agency shall incur any liability or surcharge, in the absence of fraud or collusion, by permitting the withdrawal of a bid pursuant to the provisions of this section.

No withdrawal of the bid which would result in the award of the contract on another bid of the same bidder, his partner, or to a corporation or business venture owned by or in which he has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract or work agreement for, any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted, without the prior written approval of the agency. Whoever violates the provisions of the foregoing sentence shall be guilty of a Class 1 misdemeanor. (1977, c. 617, s. 1; 1993, c. 539, s. 1008; 1994, Ex. Sess., c. 24, s. 14(c); 2001-328, s. 2.)

**RIGHT OF WAY  
COMMITTEE RECOMMENDATIONS  
AND MINUTES  
FEBRUARY 26, 2025**

**I. Call To Order**

The regular monthly meeting of the Right of Way Committee was held in the Boardroom of the William H. Mull Building and called to order at 9:00 a.m. on Wednesday, February 26, 2025. The following Right of Way Committee members were present: Matt Ashley, Chairman; Jackie Bryson, Esther Manheimer, Chris Pelly, and Nathan Pennington. Al Whitesides was absent.

Others present: Jerry VeHaun Board Chairman; Bob Watts, Board Member; William Clarke, MSD Counsel; Tom Hartye, Hunter Carson, Wesley Banner, Tim Hensley, Brendan Davey, Darrell Hess, Shaun Armistead and Pam Nolan, MSD.

**II. Inquiry as to Conflict of Interest**

Mr. Ashley inquired if anyone had a conflict of interest with Agenda items. There were none.

**III. Consideration of Condemnation – Montford Avenue @ Montford Park – Jonathan & Natalia Robinson, Parcel Number 9649-04-2180:**

The subject parcel is located along Montford Avenue in the Historic District and is improved with a single-family residence that is owner occupied. The existing 8-inch VCP sewer line is very deep and is in close proximity to a structure on the adjacent property. The proposed sewer line had to be shifted onto the subject parcel parallel to the southeastern property line to avoid the structure and an existing 10-inch water line.

Staff began communications with the owner back in April 2024. The owner's main concern is the loss of buildable area since they have future plans to construct an ADU. While there is adequate room for the ADU outside of the proposed easement area, the owners claim this will encroach into their existing gravel driveway. Per the existing zoning (RM8) there are 6-foot side setbacks, and the proposed easement will extend approximately 9-10 feet into the building envelope. Staff asked about putting an ADU in the back and they do not want that at all.

The owner stopped responding and has since hired an attorney to represent them. Billy Clarke has been in contact with their attorney, and he advises the Robinsons are unwilling to sign the easement citing loss of buildable area.

The Compensation offer for the easement areas on this parcel is \$20,598. The Robinsons nor their attorney have provided a counteroffer to date.

Contacts: 6

**STAFF RECOMMENDATION: Authority to obtain appraisal and proceed with condemnation, if necessary.**

Mr. Banner explained the above information. Mr. Clarke added that Perry Fisher, the owner's attorney, did ask if MSD could simply go away. Mr. Clarke told him no, it was not possible for MSD to go away, the existing sewer line needs fixed. Mr. Banner stated that MSD has explored pipe bursting and cannot do that because of the proximity to the structure and it cannot be lined due to the structural integrity of the pipe. Mr. Ashley stated that he is assuming you can't dig because of the structure. Mr. Banner stated that is correct, it is 19' deep at the porch and the waterline really puts us in a bind as well. Mr. Hartye asked what size the water line is. Mr. Banner stated it is 10" cast iron. Mr. Ashley asked if there were any further questions regarding this issue. There were none. Mr. Ashley called for a voice vote to accept Staff's recommendation. Voice vote was unanimous.

**COMMITTEE RECOMMENDATION: Authority to obtain appraisal and proceed with condemnation, if necessary.**

**IV. Consideration of Compensation Budgets-**

**Bellevue Road, Project No. 2015175**  
**Kimberly Avenue @ Sedley Avenue, Project No. 2018029**  
**Logan Avenue, Project No. 2017256**  
**West City View Drive @ Riverside Drive, Project No. 2024020**

The attached Compensation Budgets are based on current ad valorem tax values and follow the MSD approved formula.

**STAFF RECOMMENDATION: Approval of Compensation Budgets.**

Mr. Banner reviewed the above compensation budgets. The Bellevue Road project consists of replacing 1,113 linear feet of 8" VCP, PVC and DIP with 8" DIP. The Kimberly Avenue @ Sedley Avenue project consists of replacing 2,760 linear feet of 6" VCP WITH 8" HDPE, PVC and DIP. The Logan Avenue project consists of replacing 1,895 linear feet of 8" VCP with 8" DIP. The West City View Drive @ Riverside Drive project consists of replacing 735 linear feet of 6" VCP with a combination of 8" DIP and HDPE.

Mr. Ashley called for a voice vote to accept Staff's recommendation. Voice vote was unanimous.

**COMMITTEE RECOMMENDATION: Approval of Compensation Budgets.**

**V. Other Business: None.**

There being no further business, the meeting adjourned at 9:07 am.



## MEMORANDUM

TO: MSD Board  
FROM: Thomas E. Hartye, P.E., General Manager  
DATE: March 12, 2025  
SUBJECT: Report from the General Manager

- Kudos
  - Jackie Kitchen at 637 Bee Tree Road called to express her appreciation for Wayne Rice. He came to her residence this morning for a sewer problem in the field at her house. She said he is a wonderful worker, very nice man to deal with in that situation, smiling, and she can't sing his praises enough. She said we need to be sure to keep him employed because he is very impressive. She also appreciates all we do. She knows it's a very hard job.
  - Teshia Cook called to say she and the other owners in the building at 236 Clingman Ave Ext are thrilled with McKinley and the crew that came to replace the sewer line. She said they are so good, nice, do the job and do it well, and are so polite and respectful. She just wanted to say thank you for sending great guys to do a great job.
  - Kevin Bartlett at 100 Beech Tree Road called to express his appreciation for the work Shaun Meadows did to ensure his yard was taken care of after the vacuum truck had to access the sewer line at his residence.
  - Thanks to Jason Capizzi, R.L. Haynes and the entire System Services Department for the stepped-up Customer Service Call outs for both our first responders and our emergency dig-up crews. I have attached the stats where you can see more than double the rate of emergency response calls as a result of the impacts from the storm.

- FY 2025 Budget Process and Committee Meetings

As a part of developing this preliminary budget, the Personnel Committee will meet on April 22<sup>nd</sup> (9am) to consider Cost of Living/ Merit pay and Benefit Allocations (i.e. Self-Funded Medical & Dental Program). The CIP Committee will meet on April 24<sup>th</sup> (8:30am) to consider an update of the Ten-Year Capital Improvement Program and the FY 2025 Construction Fund Budget. The Finance Committee will meet May 8<sup>th</sup> (2pm) to consider a Preliminary Budget with an updated 10-year Business Plan which will incorporate the recommendations from the other Committees along with the proposed FY25 Operating Budget and Sewer Rates.

- Board/Committee Meetings/Events

The next Right of Way Committee meeting will be held on March 26<sup>th</sup> at 9 am.  
The next Regular Board Meeting will be held on April 16<sup>th</sup> at 2 pm.



## CUSTOMER SERVICE REQUESTS

### Monthly - All Crews

CREW	MONTH	JOBS	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
<b>DAY 1ST RESPONDER</b>				
	July, 2024	95	28	36
	August, 2024	104	25	33
	September, 2024	83	24	29
	October, 2024	203	36	28
	November, 2024	147	28	31
	December, 2024	143	26	31
	January, 2025	156	31	34
		<b>931</b>	<b>29</b>	<b>32</b>
<b>NIGHT 1ST RESPONDER</b>				
	July, 2024	35	28	21
	August, 2024	39	23	22
	September, 2024	34	25	20
	October, 2024	26	36	22
	November, 2024	45	37	33
	December, 2024	47	35	38
	January, 2025	56	35	21
		<b>282</b>	<b>32</b>	<b>26</b>
<b>ON-CALL CREW *</b>				
	July, 2024	28	37	36
	August, 2024	33	78	57
	September, 2024	26	45	78
	October, 2024	84	49	32
	November, 2024	76	69	29
	December, 2024	70	49	30
	January, 2025	60	69	32
		<b>377</b>	<b>58</b>	<b>37</b>
<b>Grand Totals:</b>		<b>1,590</b>	<b>36</b>	<b>32</b>

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

# **Metropolitan Sewerage District of Buncombe County**

## **BOARD ACTION ITEM**

**BOARD MEETING DATE:** March 19, 2025

**SUBMITTED BY:** Tom Hartye, P.E. – General Manager

**PREPARED BY:** Hunter Carson, P.E. – Director of Engineering  
Darin Prosser, P.E. – Project Manager

**SUBJECT:** Consideration of Bids: Carrier Bridge Pump Station (Pipeline River Crossings) Project, MSD Project No. 2019045

**BACKGROUND:** Carrier Bridge Pump Station (CBPS) is the largest pump station in the District's collection system. It serves a large portion of Southern and Western Buncombe County, and areas of Northern Henderson County (former Cane Creek Water & Sewer District). The station conveys wastewater flow from approximately one-half of the District's total service area.

CBPS was constructed in 1966 and has been upgraded multiple times over the past 59 years. Its current capacity is 22.6 million gallons per day (mgd), which cannot be further increased without significant modifications. Due to this constraint combined with the need for capacity improvements, a new pump station is required. The new pump station will have an initial capacity of 40mgd and will be constructed adjacent to the existing station.

### *Pipeline River Crossings Project*

The CBPS Replacement project has been separated into two smaller projects. The first project, "Pipeline River Crossings" consists of two open cut river crossings of the French Broad River. Twin 36-inch force mains will be constructed at the northeast corner of the French Broad River Park in Asheville (see Figure A), and a 60-inch gravity interceptor will be constructed at the southwest corner of Carrier Park (see Figure B). The 60-inch crossing is part of the future South French Broad Relief Interceptor project, however, it is being constructed now because it sets the elevation of the downstream CBPS.

In September 2024, Hurricane Helene severely impacted the French Broad River Park and Carrier Park, leading to temporary closures. In response, the District separated the pipeline river crossings from the pump station project to expedite the start of construction prior to major restoration efforts by the City of Asheville. MSD staff also believes that splitting the projects will lead to more favorable bid results due to the specialized nature of the river crossings versus pump station construction. The pump station project is anticipated to advertise in April 2025.

The Pipeline River Crossings project was advertised formally, and five sealed bids were received on March 6<sup>th</sup>, 2025. The bids were read aloud at 2:00 p.m. in the following amounts:



<u>Contractor</u>	<u>Bid</u>
1) Thalle Construction Company	\$20,122,673.00
2) Haren Construction Co. Inc.	\$14,692,000.00
3) Ruby-Collins Inc.	\$14,083,615.80
<b>4) Cleary Construction Inc.</b>	<b>\$12,932,000.00</b>
5) Teraflex Group	\$5,891,880.00 (*) (**)

(\*) Indicates correction in Contractor's bid amount.

(\*\*) Indicates Contractor has requested bid withdrawal.

The apparent low bidder is Cleary Construction Inc. with a bid amount of \$12,932,000.00. This will be Cleary Construction's first project with the District. Reference checks were conducted and positive feedback was provided by each reference. Furthermore, HDR, the District's design engineer for this project has worked with Cleary on several projects, all with favorable results. HDR recommends awarding the project to Cleary Construction. Please refer to the attached documentation for further details, including HDR's recommendation letter and the staff reference check.

**FISCAL IMPACT:** The current construction budget for this multi-year project is \$80,000,000, with \$10.8M slated for FY25-26. Construction expenditures are not anticipated in the current fiscal year and will be budgeted accordingly in the upcoming FY25-26 CIP budget. Attached is the Capital Project Ordinance for the River crossings project.

**STAFF RECOMMENDATION:** Staff recommends award of this contract to Cleary Construction, Inc. in the amount of \$12,932,000.00, subject to review and approval by District Counsel.

# **CARRIER BRIDGE PUMP STATION – PIPELINE RIVER CROSSINGS CONSTRUCTION CONTRACT CAPITAL PROJECT ORDINANCE**

**BE IT ORDAINED** by the Board of the Metropolitan Sewerage District of Buncombe County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Carrier Bridge Pump Station – Pipeline River Crossings Construction Contract Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the construction of two pipeline river crossings (dual 36-inch force mains and one 60-inch gravity line) as part of the replacement of the Carrier Bridge Pump Station project to be financed in whole or in part by appropriated net position.

Section 2. The following amounts are appropriated for the project:

<b>Capital Expenditures</b>	<b><u>\$ 12,932,000.00</u></b>
-----------------------------	--------------------------------

Section 3. The following revenues are anticipated to be available to provide for these expenditures:

<b>Transfer from General Fund</b>	<b><u>\$ 12,932,000.00</u></b>
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Section 4. The Finance Officer is hereby directed to maintain within the Construction Fund sufficient specified detailed accounting records to satisfy all financial reporting requirements.

Section 5. Funds may be advanced from the Operations and Maintenance fund if necessary for the purpose of making payments as due.

Section 6. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 7. Copies of this Carrier Bridge Pump Station – Pipeline River Crossings Construction Contract Project Ordinance shall be furnished to the Secretary of the Governing Board, and to the Finance Officer for direction carrying out this project.

**ADOPTED** this Nineteenth day of March, 2025.

**ATTEST: BOARD OF THE METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE  
COUNTY, NORTH CAROLINA**

---

M. Jerry VeHaun, Chairman

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Jackie W. Bryson Secretary/Treasurer

**APPROVED AS TO FORM:**

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William Clarke, Legal Counsel  
Metropolitan Sewerage District  
of Buncombe County, NC

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

**Carrier Bridge Pump Station - Pipeline River Crossings**

**Project No. 2019045**

**BID TABULATION**

**March 6, 2025**

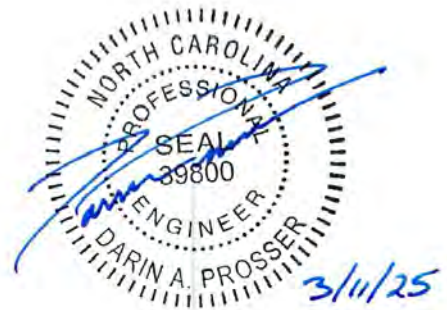
<b>BIDDER</b>	<b>Bid Bond</b>	<b>MBE Form</b>	<b>Bid Forms (Proposal)</b>	<b>TOTAL BID AMOUNT</b>
Thalle Construction Hillsborough NC	5%	Yes	Yes	\$20,122,673.00
Haren Construction Company Etowah TN	5%	Yes	Yes	\$14,692,000.00
Ruby-Collins Inc Smyrna GA	5%	Yes	Yes	\$14,083,615.80
Cleary Construction Inc Tompkinson KY	5%	Yes	Yes	\$12,932,000.00
Terraflex Group (*)(**) Waynesville NC	5%	Yes	Yes	\$5,891,880.00

**APPARENT LOW BIDDER**

(\*) Indicates correction in bid amount.

(\*\*) Contractor withdrew bid, citing mathematical errors.

Darin Prosser  
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 25th day of July, 2024, 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.



March 10, 2025

Mr. Darin Prosser, PE  
Project Manager  
Metropolitan Sewerage District of Buncombe County  
2028 Riverside Drive  
Asheville, NC 28804

Re: MSD Carrier Bridge Pump Station – River Crossings  
Recommendation of Project Award

Dear Mr. Prosser,

We have evaluated the bids received on Thursday, March 6, 2025, for the Carrier Bridge Pump Station – River Crossings project. Five bids were received by MSD as shown below.

Bidder	Total Base Bid
Teraflex Group <sup>1</sup>	\$5,888,888.00
Cleary Construction, Inc.	\$12,932,000.00
Ruby-Collins, Inc.	\$14,083,615.80
Haren Construction Company	\$14,692,000.00
Thalle Construction	\$20,122,673.00

1. Bid withdrawn

After the bid opening, Teraflex Group requested to withdraw their bid. As such, we conducted a review of the qualifications, references, experience, and reputation of the second lowest bidder, Cleary Construction Inc. HDR has worked with Cleary Construction Inc on several water and wastewater projects over the past 10 years. They have successfully completed projects of similar size and scope. Based upon our evaluation of Cleary Construction Inc, and its surety, we recommend awarding the construction of the Carrier Bridge Pump Station – River Crossings project to Cleary Construction, Inc. in the amount of \$12,932,000.00.

If you have any questions or require additional information, please contact us.

Sincerely,  
HDR Engineering, Inc. of the Carolinas

Matthew Shultz, PE  
Project Manager

# Memo

Date: Monday, March 10, 2025

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Project: Carrier Bridge Pump Station – River Crossings

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To: Metropolitan Sewerage District of Buncombe County

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From: HDR

Subject: Cleary Construction Inc Reference Check

The Metropolitan Sewerage District of Buncombe County solicited bids for the construction of the river crossing portion of the Carrier Bridge Pump Station project. This memo provides a summary of HDR's reference check process for Cleary Construction Inc.

## Reference Check 1

**Project:** Flat Creek Force Main - \$7.9 Million (2021)

**Reference:** Harpeth Valley Utility District  
Jay Tant  
(615) 352-7076

**Engineer:** Smith Seckman Reid  
Paola Fonda  
(615) 383-1113

## Owner Reference

**1. What is the status of the project?**

The project is complete. It included a complicated tunnel and river crossing with 16,000 LF of 24" DIP force main.

**2. How did the team manage schedule and quality?**

On-time and in budget with no quality or performance issues. The project manager was excellent to work with.

**3. Where do you see the room for improvements?**

No room for improvements. The time and material rates for their work were higher than local averages. However, they were coming from Kentucky with a different market.

**4. Would you recommend this team for a project around the size of \$15M?**

Yes, would recommend. Harpeth Valley Utility District is currently working on additional projects with Cleary Construction.

## Reference Check 2

**Project:** Beaver Creek Trunk Sewer Phase 3 - \$5.7 Million (2019)  
**Reference:** Hallsdale Powell Utility District  
 Darrel Raley  
 (865) 925-3933  
**Engineer:** Robert G. Campbell & Assoc.  
 Bob Colvin (no longer with RGC)  
 (865) 947-5996

### Owner Reference

**1. What is the status of the project?**

This project included several thousand feet of FRP pipe up to 48" in diameter. It is completed and Cleary has completed subsequent work for Hallsdale. There were several stream crossings, however most were small. The large stream crossings were done by jack and bore.

**2. How did the team manage schedule and quality?**

Both projects went really well. There were some schedule slips, but these were primarily due to the difficult nature of the work (crossing swampy areas in flood plains) and the time of year (spring and winter). They had an excellent foreman for the project.

**3. Where do you see the room for improvements?**

They performed good work. If having to list an area for improvement, could do a better job with erosion and sediment control.

**4. Would you recommend this team for a project around the size of \$15M?**

Yes, would recommend for projects of this size and scope.

## Reference Check 3

**Project:** Morton St Lift Station Force Main - \$6.0 Million (2019)  
**Reference:** City of Fort Wayne, Indiana  
 Paul Powers  
 (260) 410-5577

### Owner Reference

**1. What is the status of the project?**

The project is complete. It consisted of a 54" steel force main. The project was primarily in a busy residential area with densely packed utilities. The work included a levee crossing and a dry drainage ditch crossing.

**2. How did the team manage schedule and quality?**

The quality of the work was good. The schedule slipped, but this was due to unknown unmarked utilities in a residential area.

**3. Where do you see the room for improvements?**

Do not see any room for improvement.

**4. Would you recommend this team for a project around the size of \$15M?**

Yes, would recommend. They provided sufficient workforce to complete the work. They were out of town and worked 4 long days a week.

**Reference Check 4**

**Projects:** Various (up to \$66 Million)  
**Engineer:** HDR  
Kevin Brian  
(502) 909-3241

**Engineer Reference**

**1. What is the status of the projects?**

Cleary has completed several projects, including a 48-inch force main rehabilitation and 16" force main interconnection. They also have a project in progress for the Warren County Water District, that includes a 24" water main river crossing.

**2. How did the team manage schedule and quality?**

Cleary Construction stands behind their work. The referenced projects were completed on time and in budget. They have very experienced staff in gas, sewer, and water utility construction of all sizes.

**3. Would you recommend this team for a project around the size of \$15M?**

Yes, would recommend.

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

**BUDGET DATA SHEET - FY 2024 - 2025**

PROJECT:	Carrier Bridge PS Replacement	LOCATION:	Asheville
TYPE:	Pump Station Improvements	PIPE RATING:	N/A
PROJECT NO.	2019045	TOTAL LF:	2,800
PROJECT BUDGET:	\$85,796,713.00	PROJECT ORIGIN:	CDM Preliminary Engineering Report

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/23	EST. COST JAN - JUNE 2024	BUDGET FY 24-25
55310 - PRELIM. ENGINEERING	\$1,025.00	\$1,025.00		
55320 - SURVEY - DESIGN	\$46,300.00	\$46,300.00		
55330 - DESIGN	\$2,159,577.00	\$1,409,577.00	\$150,000.00	\$600,000.00
55340 - PERMITS	\$135,000.00	\$585.00	\$39,415.00	\$10,000.00
55350 - SPECIAL STUDIES	\$71,025.00	\$44,185.00	\$26,840.00	
55360 - EASEMENT PLATS	\$3,000.00		\$3,000.00	
55370 - LEGAL FEES	\$7,500.00	\$1,920.00		\$1,500.00
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$91,546.00	\$91,546.00		
55400 - APPRAISAL				
55410 - CONDEMNATION				
55420 - CONSTRUCTION	\$80,000,000.00			
55430 - CONST. CONTRACT ADM.	\$3,000,000.00			
55440 - TESTING	\$251,740.00	\$1,740.00		
55450 - SURVEY - ASBUILT	\$30,000.00			
TOTAL AMOUNT	\$85,796,713.00	\$1,596,878.00	\$219,255.00	\$611,500.00

ENGINEER:	HDR	DP	ESTIMATED BUDGETS - FY 26 - 34	
R.O.W. ACQUISITION:	MSD	# PLATS: [ 3 ]	FY 25-26	\$10,839,080.00
CONTRACTOR:			FY 26-27	\$31,000,000.00
CONSTRUCTION ADM.:	MSD		FY 27-28	\$31,000,000.00
INSPECTION:	MSD		FY 28-29	\$10,530,000.00
			FY 29-30	\$0.00
<b>PROJECT DESCRIPTION:</b> This project will increase the capacity of the Carrier Bridge Pump Station to 40MGD to accommodate future growth in south and west Asheville, as well as CCWSD. This project includes replacement of the pump station, screening, odor control, electrical building, and an emergency generator. The project also includes two new 36-inch force mains and a 60-inch influent gravity line coming into the pump station.			FY 30-31	\$0.00
			FY 31-32	\$0.00
			FY 32-33	\$0.00
			FY 33-34	\$0.00

**SPECIAL PROJECT NOTES:** Project includes 740 LF of dual 36-inch force mains and 900 LF of 60-inch gravity line.





Figure A  
 Carrier Bridge Pump Station Replacement - Pipeline River Crossings  
 MSD 2019045



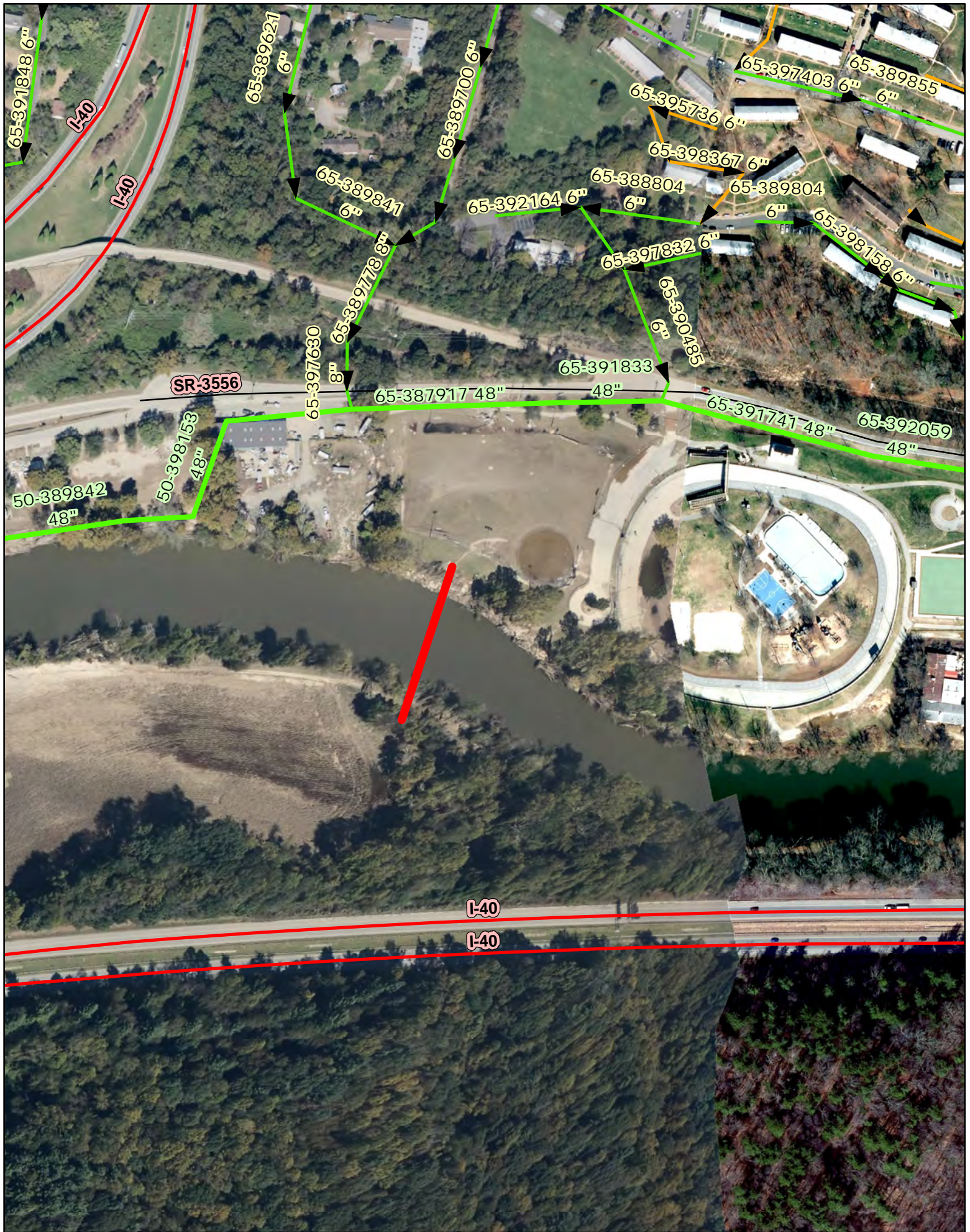


Figure B  
Carrier Bridge Pump Station Replacement - Pipeline River Crossings  
MSD 2019045



# Metropolitan Sewerage District of Buncombe County

## Board Action Item - Right-of-Way Committee

COMMITTEE MEETING DATE: 2/26/2025

BOARD MEETING DATE: 3/19/2025

SUBMITTED BY: Tom Hartye, PE, General Manager  
PREPARED BY: Wesley Banner, Right of Way Manager  
REVIEWED BY: Hunter Carson, PE, Director of CIP

**SUBJECT: Consideration of Condemnation-  
Montford Avenue @ Montford Park  
MSD Project No. 2017144**

**Owner Name: Jonathan and Natalia Robinson**  
**Parcel Number: 9649-04-2180**

The subject parcel is located along Montford Avenue in the Historic District and is improved with a single-family residence that is owner occupied. The existing 8-inch VCP sewer line is very deep and is in close proximity to a structure on the adjacent property. The proposed sewer line had to be shifted onto the subject parcel parallel to the southeastern property line to avoid the structure and an existing 10-inch water line.

Staff began communications with the owner back in April 2024. The owner's main concern is the loss of buildable area since they have future plans to construct an ADU. While there is adequate room for the ADU outside of the proposed easement area, the owners claim this will encroach into their existing gravel driveway. Per the existing zoning (RM8) there are 6-foot side setbacks, and the proposed easement will extend approximately 9-10 feet into the building envelope.

The owner stopped responding and has since hired an attorney to represent them. Billy Clarke has been in contact with their attorney, and he advises the Robinsons are unwilling to sign the easement citing loss of buildable area.

The Compensation offer for the easement areas on this parcel is \$20,598. The Robinsons nor their attorney have provided a counteroffer to date.

Staff is requesting authority to order an appraisal and to proceed with condemnation if necessary.

Contacts: 6

**STAFF RECOMMENDATION: Authority to obtain appraisal and proceed with condemnation, if necessary.**

Mr. Banner explained the above information. Mr. Clarke added that Perry Fisher, the owner's attorney, did ask if MSD could simply go away. Mr. Clarke told him no, it was not possible for MSD to go away, the existing sewer line needs fixed. Mr. Banner stated that MSD has explored pipe bursting and cannot do that because of the proximity to the structure and it cannot be lined due to the structural integrity of the pipe. Mr. Ashley stated that he is assuming you can't dig because

of the structure. Mr. Banner stated that is correct, it is 19' deep at the porch and the waterline really puts us in a bind as well. Mr. Hartye asked what size the water line is. Mr. Banner stated it is 10" cast iron. Mr. Ashley asked if there were any further questions regarding this issue. There were none. Mr. Ashley called for a voice vote to accept Staff's recommendation. Voice vote was unanimous.

**COMMITTEE RECOMMENDATION: Authority to obtain appraisal and proceed with condemnation, if necessary.**

# Metropolitan Sewerage District of Buncombe County

## Board Action Item - Right-of-Way Committee

COMMITTEE MEETING DATE: 2/26/2025

BOARD MEETING DATE: 3/19/2025

SUBMITTED BY: Tom Hartye, PE, General Manager  
PREPARED BY: Wesley Banner, Right of Way Manager  
REVIEWED BY: Hunter Carson, PE, Director of CIP

**SUBJECT:**           **Consideration of Compensation Budgets-**  
                  **Bellevue Road, Project No. 2015175**  
                  **Kimberly Avenue @ Sedley Avenue, Project No. 2018029**  
                  **Logan Avenue, Project No. 2017256**  
                  **West City View Drive @ Riverside Drive, Project No. 2024020**

The attached Compensation Budgets are based on current ad valorem tax values and follow the MSD approved formula.

### **STAFF RECOMMENDATION: Approval of Compensation Budgets.**

Mr. Banner reviewed the above compensation budgets. The Bellevue Road project consists of replacing 1,113 linear feet of 8" VCP, PVC and DIP with 8" DIP. The Kimberly Avenue @ Sedley Avenue project consists of replacing 2,760 linear feet of 6" VCP WITH 8" HDPE, PVC and DIP. The Logan Avenue project consists of replacing 1,895 linear feet of 8" VCP with 8" DIP. The West City View Drive @ Riverside Drive project consists of replacing 735 linear feet of 6" VCP with a combination of 8" DIP and HDPE. Mr. Ashley called for a voice vote to accept Staff's recommendation. Voice vote was unanimous.

### **COMMITTEE RECOMMENDATION: Approval of Compensation Budgets.**

**Project Number: 2015175**

## 12-Feb-25

PIN and Name				2025												
27 Pin	83 Pin			Acres	Parcel SF	Land Value	LV/SF	Net PE SF	PE Asstd. Value	50% PE Asstd. Value	TCE SF	TCE Asstd. Value	10% Annl Return	Proj Time	TCE Rent Value	Total Comp. (Rounded)
	9656174144	Cochran	Emily	0.21	9,147.60	\$45,300.00	\$4.95	1,014.30	\$5,020.79	\$2,510.39	1,307.30	\$6,471.14	\$647.11	3	\$161.78	\$2,672
	9656077094	Hamilton	Melissa	1.09	47,480.40	\$83,100.00	\$1.75	4,576.60	\$8,009.05	\$4,004.53	6,347.60	\$11,108.30	\$1,110.83	3	\$277.71	\$4,282
	9656172186	JLA Builders LLC		0.10	4,356.00	\$40,900.00	\$9.39	857.80	\$8,054.74	\$4,027.37	692.40	\$6,501.64	\$650.16	3	\$162.54	\$4,190
	9656173177	JLA Builders, LLC		0.10	4,356.00	\$40,900.00	\$9.39	367.20	\$3,448.01	\$1,724.00	713.40	\$6,698.83	\$669.88	3	\$167.47	\$1,891
	9656173073	JLA Builders, LLC		0.35	15,246.00	\$48,600.00	\$3.19	497.70	\$1,587.66	\$793.83	804.50	\$2,566.36	\$256.64	3	\$64.16	\$858
	9656079042	Kacarski	Slavcho	0.27	11,761.20	\$37,500.00	\$3.19	1,508.20	\$4,811.16	\$2,405.58	1,972.00	\$6,290.68	\$629.07	3	\$157.27	\$2,563
	9656173130	Koepke Living Trust		0.33	14,374.80	\$48,300.00	\$3.36	1,336.00	\$4,488.96	\$2,244.48	1,661.10	\$5,581.30	\$558.13	3	\$139.53	\$2,384
	9656174184	Nedbal	Alyssa	0.17	7,405.20	\$44,000.00	\$5.94	616.60	\$3,662.60	\$1,831.30	700.90	\$4,163.35	\$416.33	3	\$104.08	\$1,935
	9656172038	Rodriguez	Humberto	0.43	18,730.80	\$70,000.00	\$3.74	1,546.00	\$5,782.04	\$2,891.02	2,893.00	\$10,819.82	\$1,081.98	3	\$270.50	\$3,162
	9656170016	Swayngim Life Estate	Kenneth	0.42	18,295.20	\$49,900.00	\$2.73	1,563.90	\$4,269.45	\$2,134.72	2,305.10	\$6,292.92	\$629.29	3	\$157.32	\$2,292
	9656170087	Swayngim Life Estate	Kenneth	0.45	19,602.00	\$143,800.00	\$7.34	1,794.00	\$13,167.96	\$6,583.98	2,597.40	\$19,064.92	\$1,906.49	3	\$476.62	\$7,061
	9656171057	Traister	Michael	0.40	17,424.00	\$49,600.00	\$2.85	1,484.30	\$4,230.26	\$2,115.13	1,838.60	\$5,240.01	\$524.00	3	\$131.00	\$2,246
TOTALS:																\$35,536
Staff Contingency:																\$10,000
GM's Contingency																\$10,000
Amendment																
Total Budget:																\$55,536

**Project Number: 2018029**

## 12-Feb-25

PIN and Name																
27 Pin	83 Pin			Acres	Parcel SF	Land Value	LV/SF	Net PE SF	PE Asstd. Value	50% PE Asstd. Value	TCE SF	TCE Asstd. Value	10% Annl Return	Proj Time	TCE Rent Value	Total Comp. (Rounded)
	9740516290	Baechtold Trust	Angela	0.45	19,602.00	\$137,800.00	\$7.03	1,189.30	\$8,360.78	\$4,180.39	0.00	\$0.00	\$0.00	8	\$0.00	\$4,180
	9649596828	Blu House LLC		0.36	15,681.60	\$133,700.00	\$8.53	1,602.40	\$13,668.47	\$6,834.24	0.00	\$0.00	\$0.00	8	\$0.00	\$6,834
	9649596937	Canlas Revocable Trust	Eloisa	0.28	12,196.80	\$129,100.00	\$10.58	1,635.70	\$17,305.71	\$8,652.85	0.00	\$0.00	\$0.00	8	\$0.00	\$8,653
	9740506706	Cohen	Amy	0.36	15,681.60	\$133,700.00	\$8.53	951.50	\$8,116.30	\$4,058.15	0.00	\$0.00	\$0.00	8	\$0.00	\$4,058
	9740505662	David	Stephen	0.55	23,958.00	\$141,700.00	\$5.91	1,485.40	\$8,778.71	\$4,389.36	0.00	\$0.00	\$0.00	8	\$0.00	\$4,389
	9740516078	Doehring	Margot	0.37	16,117.20	\$134,200.00	\$8.33	1,070.20	\$8,914.77	\$4,457.38	0.00	\$0.00	\$0.00	8	\$0.00	\$4,457
	9740506826	Griffin	William	0.36	15,681.60	\$133,700.00	\$8.53	1,045.40	\$8,917.26	\$4,458.63	0.00	\$0.00	\$0.00	8	\$0.00	\$4,459
	9740504175	Jordan	Henry	0.33	14,374.80	\$132,100.00	\$9.19	1,619.90	\$14,886.88	\$7,443.44	0.00	\$0.00	\$0.00	8	\$0.00	\$7,443
	9740505317	Meriwether	Robert	0.64	27,878.40	\$144,700.00	\$5.19	2,330.70	\$12,096.33	\$6,048.17	0.00	\$0.00	\$0.00	8	\$0.00	\$6,048
	9740504275	Meriwether	Robert	0.23	10,018.80	\$125,600.00	\$12.54	56.00	\$702.24	\$351.12	0.00	\$0.00	\$0.00	8	\$0.00	\$351
	9740506959	Shiff	Melissa	0.27	11,761.20	\$128,500.00	\$10.93	806.70	\$8,817.23	\$4,408.62	0.00	\$0.00	\$0.00	8	\$0.00	\$4,409
	9740505540	The Hip Joint LLC		0.27	11,761.20	\$128,500.00	\$10.93	665.80	\$7,277.19	\$3,638.60	0.00	\$0.00	\$0.00	8	\$0.00	\$3,639
TOTALS:																\$58,921
Staff Contingency:																\$10,000
GM's Contingency																\$10,000
Amendment																
Total Budget:																\$78,921

**Project Number: 2017256**

12-Feb-25

PIN and Name																
27 Pin	83 Pin			Acres	Parcel SF	Land Value	LV/SF	Net PE SF	PE Asstd. Value	50% PE Asstd. Value	TCE SF	TCE Asstd. Value	10% Annl Return	Proj Time	TCE Rent Value	Total Comp. (Rounded)
	9638863883	Beane	David	0.15	6,534.00	\$100,200.00	\$15.34	0.00	\$0.00	\$0.00	926.90	\$14,218.65	\$1,421.86	4	\$473.95	\$474
	9638863867	Burke	Pamela	0.12	5,227.20	\$97,200.00	\$18.60	0.00	\$0.00	\$0.00	552.10	\$10,269.06	\$1,026.91	4	\$342.30	\$342
	9638862828	Dula	James	0.19	8,276.40	\$103,500.00	\$12.51	1,388.20	\$17,366.38	\$8,683.19	1,014.10	\$12,686.39	\$1,268.64	4	\$422.88	\$9,106
	9638863654	Jones	Joe	0.29	12,632.40	\$109,800.00	\$8.69	2,003.80	\$17,413.02	\$8,706.51	1,845.40	\$16,036.53	\$1,603.65	4	\$534.55	\$9,241
	9638864710	Kime	Anne	0.09	3,920.40	\$93,400.00	\$23.82	112.10	\$2,670.22	\$1,335.11	499.00	\$11,886.18	\$1,188.62	4	\$396.21	\$1,731
	9638862996	Larson	Thomas	0.23	10,018.80	\$106,300.00	\$10.61	128.90	\$1,367.63	\$683.81	1,281.30	\$13,594.59	\$1,359.46	4	\$453.15	\$1,137
	9638862777	Norton	Nan	0.15	6,534.00	\$100,200.00	\$15.34	1,111.70	\$17,053.48	\$8,526.74	845.00	\$12,962.30	\$1,296.23	4	\$432.08	\$8,959
	9638864708	Palmer	Floyd	0.16	6,969.60	\$101,100.00	\$14.51	0.00	\$0.00	\$0.00	831.70	\$12,067.97	\$1,206.80	4	\$402.27	\$402
	9638861993	Read	Sean	0.20	8,712.00	\$104,300.00	\$11.97	1,381.80	\$16,540.15	\$8,270.07	1,016.80	\$12,171.10	\$1,217.11	4	\$405.70	\$8,676
	9638862852	Smith Trustee	Charles	0.15	6,534.00	\$100,200.00	\$15.34	1,103.60	\$16,929.22	\$8,464.61	838.50	\$12,862.59	\$1,286.26	4	\$428.75	\$8,893
	9638863941	Tracey	James	0.12	5,227.20	\$97,200.00	\$18.60	0.00	\$0.00	\$0.00	118.70	\$2,207.82	\$220.78	4	\$73.59	\$74
	9638861969	Tsai	Cheng	0.16	6,969.60	\$101,100.00	\$14.51	606.70	\$8,803.22	\$4,401.61	859.70	\$12,474.25	\$1,247.42	4	\$415.81	\$4,817
	9638863702	Weiss	Hanny	0.14	6,098.40	\$99,300.00	\$16.28	1,124.90	\$18,313.37	\$9,156.69	603.30	\$9,821.72	\$982.17	4	\$327.39	\$9,484
TOTALS:																\$63,337
Staff Contingency:																\$10,000
GM's Contingency																\$10,000
Amendment																
Total Budget:																\$83,337



**Project Number: 2024020**

## 12-Feb-25

PIN and Name						Net PE	PE Assd.	50% PE		TCE Assd.	10% Annl	Proj	TCE Rent	Total Comp.	
27 Pin	83 Pin		Acres	Parcel SF	Land Value	LV/SF	SF	Value	Assd. Value	TCE SF	Value	Return	Time	Value	(Rounded)
	9730032445	Craggy Mountain Line Inc.	0.67	29,185.20	\$37,900.00	\$1.30	405.60	\$527.28	\$263.64	0.00	\$0.00	\$0.00	1	\$0.00	\$264
	9730034272	Jacobs	1.30	56,628.00	\$72,900.00	\$1.29	32.70	\$42.18	\$21.09	0.00	\$0.00	\$0.00	1	\$0.00	\$21
	9730033258	McManus-Stuart	0.35	15,246.00	\$37,400.00	\$2.45	1,333.20	\$3,266.34	\$1,633.17	0.00	\$0.00	\$0.00	1	\$0.00	\$1,633
	9730031357	Town of Woodfin											1		
	9730036398	West City View, LLC	0.39	16,988.40	\$56,300.00	\$3.31	3,896.00	\$12,895.76	\$6,447.88	0.00	\$0.00	\$0.00	1	\$0.00	\$6,448
	9730038412	West City View, LLC	0.21	9,147.60	\$28,900.00	\$3.16	1,076.60	\$3,402.06	\$1,701.03	0.00	\$0.00	\$0.00	1	\$0.00	\$1,701
	9730136572	West City View, LLC	11.62	506,167.20	\$267,300.00	\$0.53	239.20	\$126.78	\$63.39	0.00	\$0.00	\$0.00	1	\$0.00	\$63
TOTALS:															\$10,130
Staff Contingency:															\$5,000
GM's Contingency															\$5,000
Amendment															
Total Budget:															\$20,130

# Metropolitan Sewerage District of Buncombe County

## Board Action Item

**BOARD MEETING DATE:** March 19, 2025

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

**REVIEWED BY:** Hunter Carson, P.E. - Engineering Director

**PREPARED BY:** Samuel Gettleman, P.G. – Planning and Development Manager

**SUBJECT:** Acceptance of Developer Constructed Sewer System for the Belle Meadow Sewer Extension, MSD Project No. 2021235.

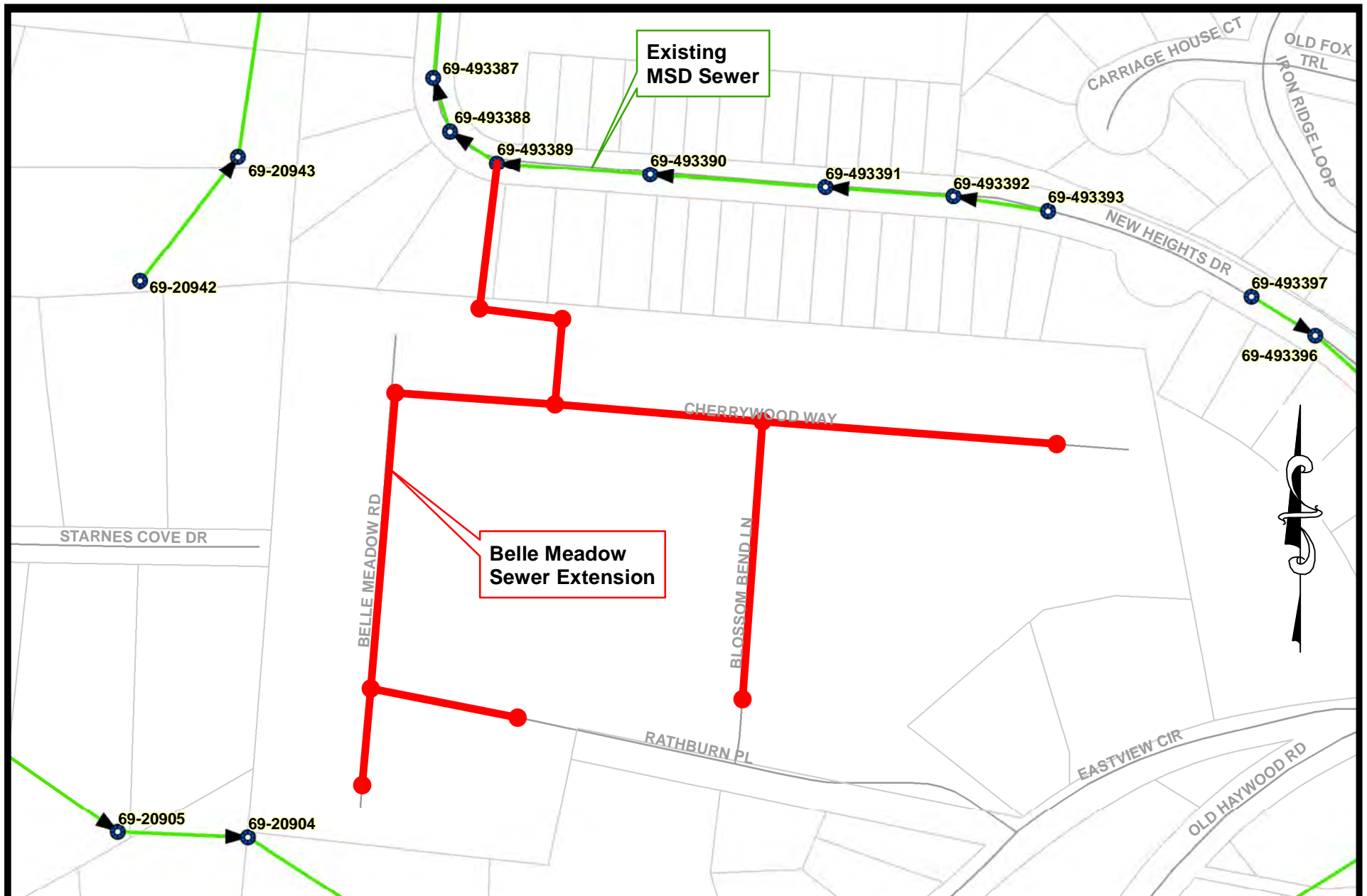
**BACKGROUND:** This project is located inside the District boundary along Rathburn Place in Buncombe County. The developer of the project is David Roover of QP Rathburn, LLC.

The project included extending approximately 1,730 linear feet of 8-inch public gravity sewer to serve the Single-Family Residential Development.

The wastewater allocation for this development is 22,200 GPD for the seventy-four (74) Single-Family Residences. The estimated cost of the sewer construction is \$287,600.00.

All MSD requirements have been met.

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



**MSD**  
Engineering Division

## Belle Meadow Sewer Extension MSD Project # 2021235

Metropolitan Sewerage District of Buncombe County

02/11/2025

# Metropolitan Sewerage District of Buncombe County

## Board Action Item

**BOARD MEETING DATE:** March 19, 2025

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

**REVIEWED BY:** Hunter Carson, P.E. - Engineering Director

**PREPARED BY:** Samuel Gettleman, P.G. – Planning and Development Manager

**SUBJECT:** Acceptance of Developer Constructed Sewer System for the Brooks Cove Sewer Extension, MSD Project No. 2022045.

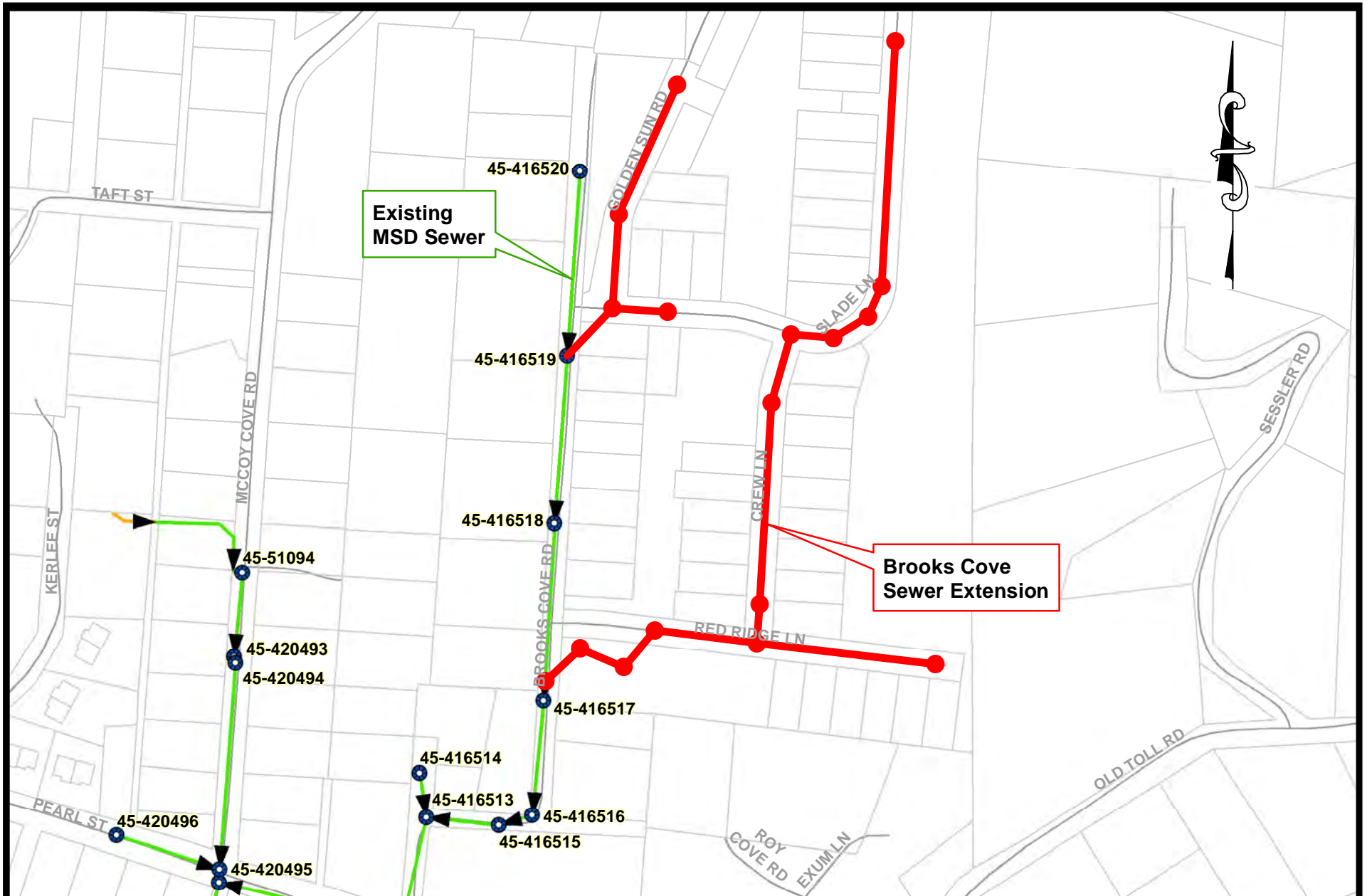
**BACKGROUND:** This project is located inside the District boundary along Brooks Cove Road in Buncombe County. The developer of the project is Scott Street of Windsor Built Homes.

The project included extending approximately 2,357 linear feet of 8-inch public gravity sewer to serve the Single-Family Residential Development.

The wastewater allocation for this development is 13,200 GPD for the forty-seven (47) Single-Family Residences. The estimated cost of the sewer construction is \$346,000.00.

All MSD requirements have been met.

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



**MSD**  
Engineering Division

## Brooks Cove Sewer Extension MSD Project # 2022045

Metropolitan Sewerage District of Buncombe County

02/11/2025

# Metropolitan Sewerage District of Buncombe County

## Board Action Item

**BOARD MEETING DATE:** March 19, 2025

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

**REVIEWED BY:** Hunter Carson, P.E. - Engineering Director

**PREPARED BY:** Samuel Gettleman, P.G. – Planning and Development Manager

**SUBJECT:** Acceptance of Developer Constructed Sewer System for the Crest Mountain Phase III Sewer Extension, MSD Project No. 2013041.

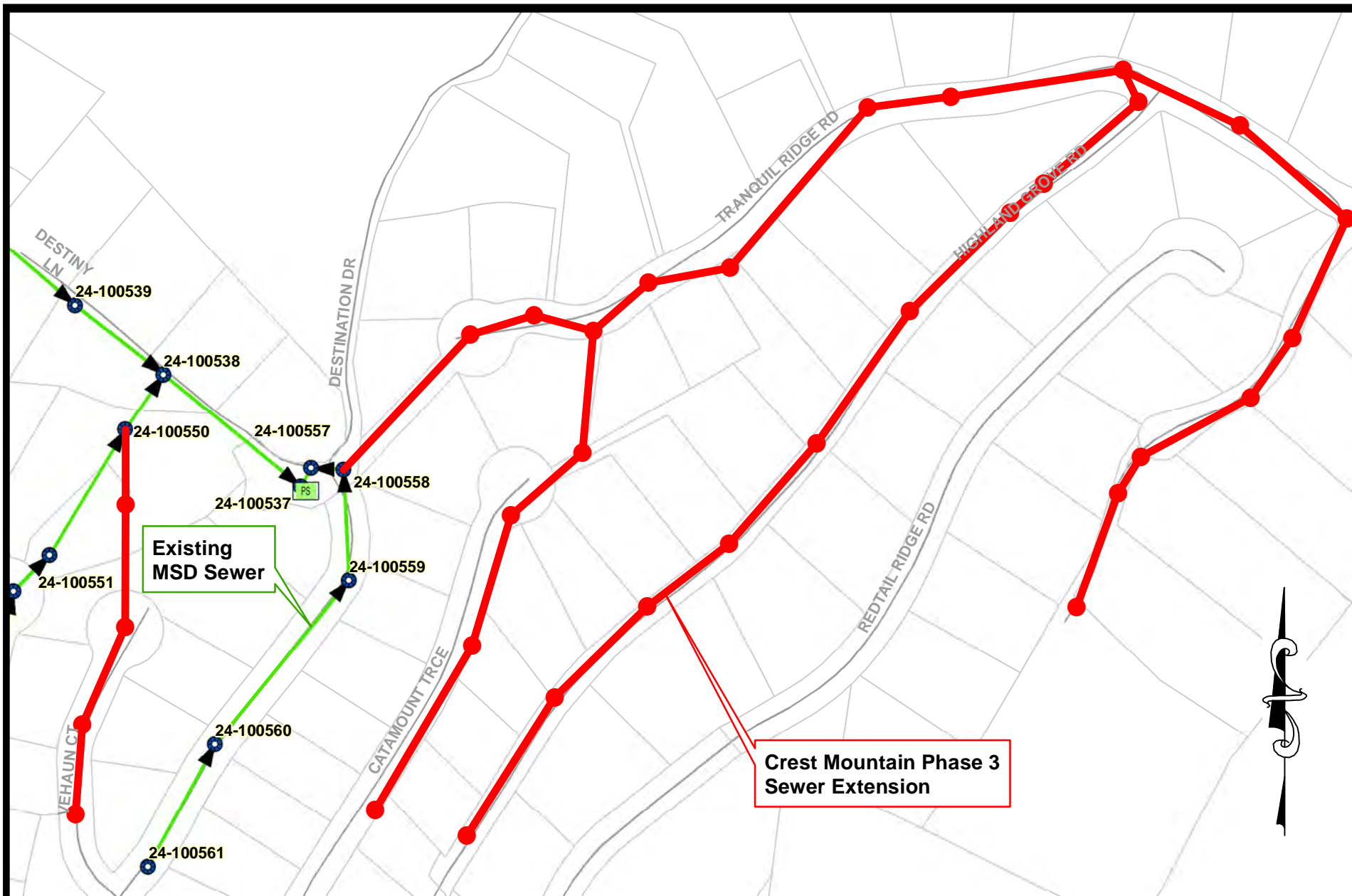
**BACKGROUND:** This project is located inside the District boundary along Birdseye View Road in City of Asheville. The developer of the project is Kevin Reese of Gated Communities of Asheville.

The project included extending approximately 1,329 linear feet of 8-inch public gravity sewer to serve the Single-Family Residential Development.

The wastewater allocation for this phase of the development is 20,700 GPD for the sixty-nine (69) Single-Family Residences. The estimated cost of the sewer construction is \$220,000.00.

All MSD requirements have been met.

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



**MSD**  
Engineering Division

## Crest Mountain Phase 3 Sewer Extension MSD Project # 2013041

Metropolitan Sewerage District of Buncombe County

02/11/2025

# Metropolitan Sewerage District of Buncombe County

## Board Action Item

**BOARD MEETING DATE:** March 19, 2025

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

**REVIEWED BY:** Hunter Carson, P.E. - Engineering Director

**PREPARED BY:** Samuel Gettleman, P.G. – Planning and Development Manager

**SUBJECT:** Acceptance of Developer Constructed Sewer System for The Avery Sewer Extension, MSD Project No. 2021206.

**BACKGROUND:** This project is located inside the District boundary along Clingman Avenue in City of Asheville. The developer of the project is Steven Smith of Delray Ventures, LLC.

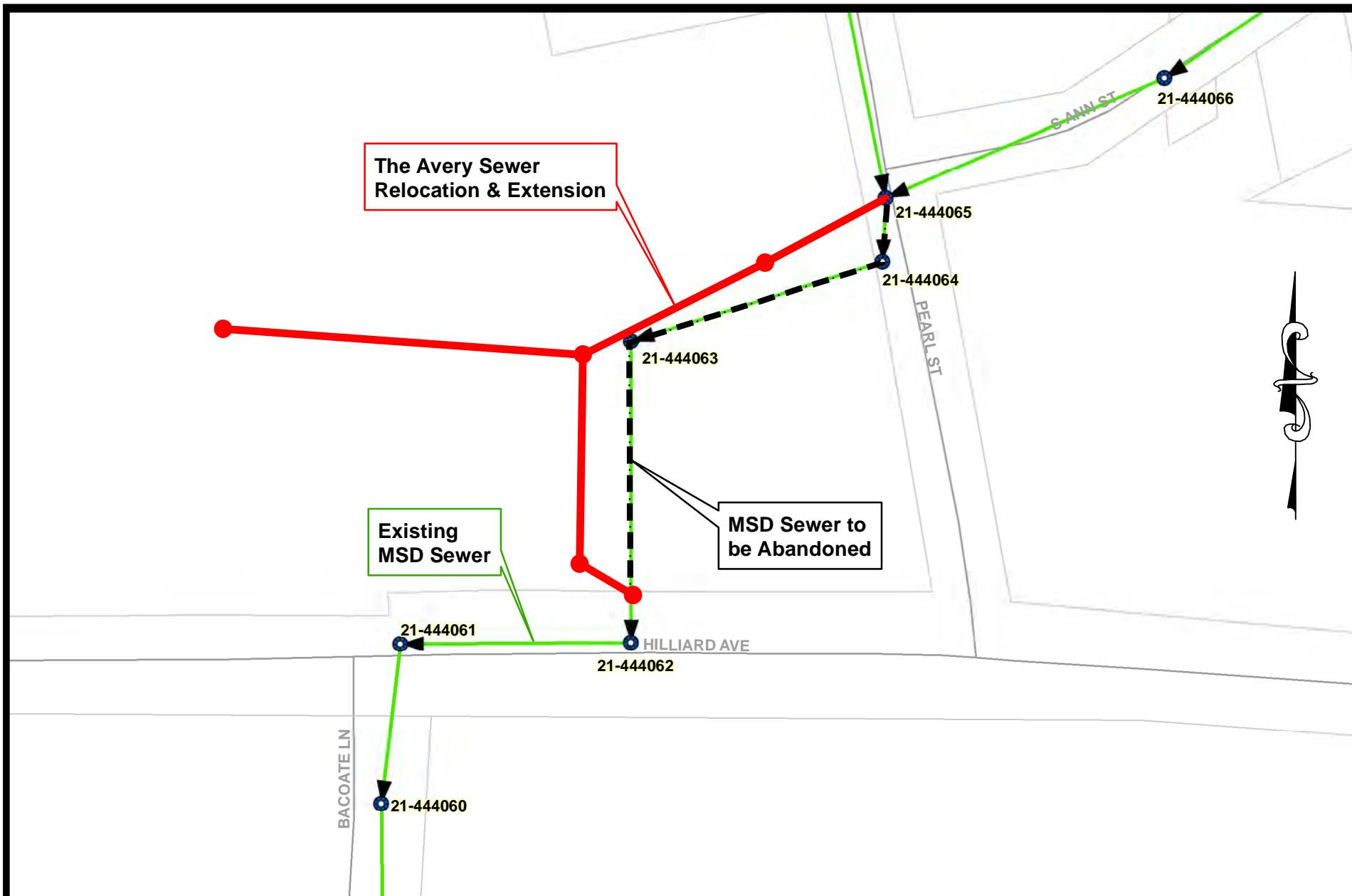
The project included relocating/abandoning approximately 270 linear feet of existing public sewer with approximately 163 linear feet of new 8-inch public gravity sewer to serve the Multi-Family Residential and Commercial Development.

The wastewater allocation for this development is 61,950 GPD for the two-hundred (200) Multi-Family Residences and Commercial Space. The estimated cost of the sewer construction is \$260,000.00.

All MSD requirements have been met.

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





**MSD**  
Engineering Division

# **The Avery Sewer Relocation & Extension** **MSD Project # 2021206** Metropolitan Sewerage District of Buncombe County

02/11/2025

# METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY

## BOARD ACTION ITEM

**Meeting Date:** March 19, 2025

**Submitted By:** Thomas E. Hartye, PE., General Manager

**Prepared By:** W. Scott Powell, CLGFO, Director of Finance

**Reviewed By:** Billy Clarke, District Counsel

**Subject:** Consideration of Auditing Services Contract for FY2025

### **Background**

The external auditor is charged with providing an opinion on the District's financial statements prepared by management. The opinion is subject to governmental auditing standards issued by the Comptroller General of the United States. Additionally, the external auditor informs the Board of any audit findings and/or difficulties incurred through the audit process.

In March of 2023, staff issued an RFP for auditing services. Cherry, Bekaret LLP (CB) was chosen due to their audit approach, the firm's staffing, and notably the governmental utility experience in North Carolina. At the April Board Meeting, the Board approved Cherry Bekaret, LLP as auditors.

### **Discussion**

CB takes a rotating partner approach to government and utility engagements. Every five years a new partner is assigned to the engagement. CB believes that this approach ensures that industry standards as well as technical auditing standards are being evaluated at the highest levels. Additionally, CB believes this approach ensures client/auditor independence. Staff believes having a rotating partner approach has helped in refining internal controls and departmental practices.

CB has a large staff that lessens the potential for the risk of delays due to illnesses and resignations. The staff assigned to our engagement has appropriate education and experience. They have coordinated very well with the District's staff to ensure the audit's completion in a timely fashion.

### **Fiscal Impact**

The combined audit fees and reimbursable expenses of \$58,000 (See attached engagement letter and audit contract) will be included in the FY2026 budget.

### **Staff Recommendation**

Staff recommends approval of the FY2025 audit contract with Cherry Bekaert, LLP, contingent upon review and approval of District counsel.

#### **Action Taken**

Motion by:

to

Approve  
Table

Disapprove

Send to Committee

Second by:

Other:

Follow-up required:

Person responsible:

Deadline:

February 20, 2025

**VIA EMAIL:**

spowell@msdbc.org

The Board of Directors  
c/o Scott Powell, Director of Finance  
Metropolitan Sewerage District Of Buncombe Co.  
2028 Riverside Drive  
Asheville, North Carolina 28804

Dear Mr. Powell:

This engagement letter between Metropolitan Sewerage District Of Buncombe Co. (hereafter referred to as the "District" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the District's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the District.

## Summary of services

We will provide the following services to the District as of and for the year ended June 30, 2025:

### Audit and attestation services

1. We will audit the financial statements of the District as of and for the year ended June 30, 2025 including the statement of net position, the related statement of revenue, expenses and changes in net position and cash flows, including the disclosures.
2. We will audit the schedule of expenditures of federal awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
3. We will apply limited procedures to the District's management's discussion and analysis (MD&A) and other required supplementary information (RSI) as listed in the table of contents, which will consist of inquiries of District's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.
4. We will audit the supplementary information other than the required supplementary information ("RSI") accompanying the District's financial statements. As part of our reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves.
5. We will read the introductory and statistical section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material

misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Nonattest accounting and other services**

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

### **Your expectations**

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the District's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The District recognizes that our professional standards require that we be independent from the District in our audit of the District's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the District and the District should not expect that we will act only with due regard to the District's interest in the performance of this audit, and the District should not impose on us special confidence that we will conduct this audit with only the District's interest in mind. Because of our obligation to be independent of the District, no fiduciary relationship will be created by this engagement or audit of the District's financial statements.

The engagement will be led by Daniel Gougherty, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

### **Audit and attestation services**

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"); the Single Audit Act Amendments of 1996. The objective of our audit is to obtain reasonable assurance about whether the District's financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the District's financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including

omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the Uniform Guidance.

### **Auditor's responsibilities for the audit of the financial statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures as deemed necessary to enable us to express such an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

## **Nonattest accounting and other services**

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the District in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming District's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the District has obtained no rights to use such software or templates and that Cherry Bekaert's use of the District's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

## **Data collection form**

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the District; however, it is the District's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

### **District's management responsibilities related to accounting and other services**

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the District's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

### **District's management responsibilities related to the audit**

The District's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the District's management and financial information is reliable and properly reported. The District's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations including federal statutes and the provisions of contracts and grant agreements including award agreements. Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The District's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the



**Metropolitan Sewerage District Of Buncombe Co.**  
**February 20, 2025**  
**Page 6**

District involving (1) the District's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is the District's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The District's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the District has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The District's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The District's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the

*Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing District's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The District's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The District's management is responsible for disclosing to us all documents that comprise the annual report and preparation of the annual report. You agree you will provide us with the final version of all documents comprising the annual report prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report. If obtaining the final version of these documents is not possible prior to the date of the auditor's report, then the documents will be provided as soon as practicable, and the District will not issue the annual report prior to providing them to the us and allowing sufficient time to apply required audit procedures. If the documents comprising the annual report are provided after the date of the auditor's report and we concluded that there is a material inconsistency or misstatement then we will take appropriate actions which may include communicating the matter to those charged with governance or obtaining legal advice.

## **Reporting**

Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing

based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

## **Management Representations**

The Firm will rely on the District's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering any increase in the fees as provided in the Contract.

## **Fees**

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our standard billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

## **Standard Bill Rates**

<b>Skill Level</b>	<b>Bill Rate</b>
Partner	\$580
Director	\$510
Senior Manager	\$495
Manager	\$375
Senior Accountant	\$325
Staff Accountant	\$240

The following summarizes the estimated fees for the services described above:

<b>Description of services</b>	<b>Estimated fee</b>
<b>Audit services</b>	
Audit of the financial statements	\$49,000
Single Audit (Initial Program)	9,000
(\$5,000 per program for any additional major programs identified)	
<b>Nonattest services</b>	
Completion of Data Collection Form	Included above
<b>Total</b>	<b>\$58,000</b>

**Metropolitan Sewerage District Of Buncombe Co.**  
**February 20, 2025**  
**Page 9**

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please email Daniel Gougherty at [dgougherty@cbh.com](mailto:dgougherty@cbh.com).

Sincerely,

**CHERRY BEKAERT LLP**

*Cherry Bekaert LLP*

**Metropolitan Sewerage District Of Buncombe Co.**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Cherry Bekaert LLP Engagement Letter Terms and Conditions

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The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

### Limitations of the audit report

Should the District wish to include or incorporate by reference the financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the District will not include or incorporate by reference the financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

### Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the District's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the District) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the District's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the District. You agree that the District will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the District's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the

appropriate party within your organization of our decision and discuss the reasons supporting our position.

## Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the District's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by the District's management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the District's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## Audit procedures – internal controls

Our audit will include obtaining an understanding of the District and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may

involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the District's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## Audit procedures - compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.



You agree that the District's designated individual will assume all the District's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the District's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the District's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

## Communications

At the conclusion of the audit engagement, we may provide the District's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the District make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the District. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the District, (4) the process used by District's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the District's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the District's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the District's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the District's management related to the performance of the audit.

We have attached a copy of the report on our most recent peer review.

## Other matters

### Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records

retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, RD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the District may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the District, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the District, and other third party providers utilized by either party in connection with the engagement.

### Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

## Subpoenas

In the event we are requested or authorized by the District, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

## Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the District or at its request ("Disputes"), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

## Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

## Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of

the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the District and the Firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

### Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

### Waiver of trial by jury

**In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.**

### Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

### No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

### Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the District's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden District requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other

accounting services not previously described. If, for any reason, the District is unable to provide such schedules, information, and assistance, the Firm and the District will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the District will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the District with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the District will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the District at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the District for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the District concerning the scope of the additional procedures and the estimated fees.

The District agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the District will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the District and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

## **Report on the Firm's System of Quality Control**

November 29, 2022

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; an audit performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Cherry Bekaert LLP has received a peer review rating of pass.

A handwritten signature in black ink that reads "EisnerAmper LLP". The script is fluid and cursive, with the letters "E", "A", and "L" being particularly prominent.

EisnerAmper LLP  
Iselin, New Jersey





The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name
	Auditor Address

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
-----	--------------------	-------------------------------------

*Must be within six months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

**Name:**

**Title and Unit / Company:**

**Email Address:**

**OR Not Applicable** (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

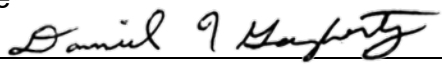
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

<b>Primary Government Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	\$

<b>Discretely Presented Component Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	\$



**SIGNATURE PAGE****AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* 
Date*	Email Address*

**GOVERNMENTAL UNIT**

Governmental Unit*	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU**  
**(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all  
 required signatures prior to submission.

# Metropolitan Sewerage District of Buncombe County

## BOARD INFORMATIONAL ITEM

Meeting Date: March 19, 2025  
Submitted By: Thomas E. Hartye, PE., General Manager  
Prepared By: W. Scott Powell, CLGFO Director of Finance  
Subject: Second Quarter Budget to Actual Review – FY2025






### 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 December 31, 2024, 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 Revenue is below budget expectations. This is due to timing delays in cash receipts as well as impacts for tropical storm Helene. Staff believe revenue will be five to ten percent below budget expectations for the fiscal year.
-  Industrial Revenue is at budget expectations. Staff monitors consumption trends as they have a direct effect on the District's current revenue projections.
-  Facility and Tap Fees are budgeted conservatively. The better-than-expected variance as of the end of the second quarter is due to receiving revenue from various developments.
-  Interest and miscellaneous income are above budgeted expectations. Actual short-term interest rates are higher than anticipated for the fiscal year.
-  Rental income reflects are at budgeted expectations.

Meeting Date: March 19, 2025  
Subject: Second Quarter Budget to Actual Review – FY2025  
Page 2

Discussion (continued)

- + O&M expenditure is 52.5% of the budget. The expenditures include encumbered amounts, which has elevated the budget to actual ratio above 50%. The aforementioned encumbrances will be spent in future quarters.
- + Bond principal and interest are at 81.4%. This reflects principal and semi-annual interest payments.
- + Amounts budgeted for capital equipment and capital projects are rarely expended proportionately throughout the year and are expected to be fully spent prior to the end of the year.
- + For presentation purposes, staff have reflected all costs pertaining to tropical storm Helene under the contingency line item. Staff believe all costs will be reimbursed through a combination of insurance and FEMA reimbursement.

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:

# Metropolitan Sewerage District

## Budget to Actual Revenue and Expenditure Report

For the three months ended December 31, 2024

UNAUDITED--NON-GAAP

	Amended Budget	Actual to Date	% Budget to Actual
<b>REVENUES</b>			
Domestic User Fees <sup>1</sup>	\$ 43,125,740	\$ 16,941,882	39.28%
Industrial User Fees	3,536,962	1,879,166	53.13%
Facility Fees <sup>2</sup>	3,000,000	3,602,511	120.08%
Tap Fees <sup>3</sup>	300,000	327,594	109.20%
Billing and Collection	1,203,773	599,627	49.81%
Interest and Misc. Income	3,567,310	2,573,166	72.13%
Employee Contribution to Health Ins.	355,000	181,514	51.13%
Rental Income	96,000	49,968	52.05%
Use of (Contributions to) Available Funds <sup>4</sup>	<u>14,036,931</u>	<u>21,619,261</u>	154.02%
Total Revenues <sup>5</sup>	<u>\$ 69,221,716</u>	<u>\$ 47,774,689</u>	69.02%
<b>EXPENDITURES</b>			
Operations and Maintenance <sup>6</sup>	\$ 21,921,835	\$ 11,510,503	52.51%
Bond Principal and Interest	8,696,737	7,709,714	81.41%
Capital Equipment (Other than O&M) <sup>6</sup>	1,127,432	779,709	69.16%
Capital Projects <sup>6</sup>	36,475,712	24,739,173	67.82%
Contingency	<u>1,000,000</u>	<u>3,665,589</u>	366.56%
Total Expenditures	<u>\$ 69,221,716</u>	<u>\$ 47,774,689</u>	69.02%

### Notes:

<sup>1</sup>Revenues are accounted for on the cash basis method

<sup>2</sup>Increase due to unanticipated revenue from various developments

<sup>3</sup>Increase in number of Taps requiring Pavement Disturbance

<sup>4</sup>Pay-as-go funds to be used for CIP

<sup>5</sup>Budget-to-Actual Ratio does not include use of available funds

<sup>6</sup>Includes encumbered amounts as well as actual insurance expenditures

# Metropolitan Sewerage District of Buncombe County

## BOARD INFORMATIONAL ITEM

Meeting Date: March 19, 2025  
 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 January 31, 2025

### 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 January 31, 2025 were \$96,488,438. The detailed listing of accounts is available upon request. The average rate of return for all investments is 4.908%. 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 January 31, 2025 do not reflect contractual commitments or encumbrances against said funds. Shown below are the total investments as of January 31, 2025 reduced by contractual commitments, bond funds, and District reserve funds. The balance available for future capital outlay is \$41,890,275.

Total Cash & Investments as of 01/31/2025		96,488,438
Less:		
Budgeted Commitments (Required to pay remaining FY25 budgeted expenditures from unrestricted cash)		
Construction Funds	(25,463,469)	
Operations & Maintenance Fund	<u>(10,552,510)</u>	
		(36,015,979)
Bond Restricted Funds		
Bond Service (Funds held by trustee):		
Funds in Principal & Interest Accounts	(81,787)	
FY24 Principal & Interest Due	<u>(265,070)</u>	
		(346,857)
District Reserve Funds		
Fleet Replacement	(1,552,056)	
Pump Replacement	(176,278)	
WWTP Replacement	(388,635)	
Maintenance Reserve	<u>(1,341,942)</u>	
		(3,458,911)
District Insurance Funds		
General Liability	(459,797)	
Worker's Compensation	(408,208)	
Post-Retirement Benefit	(3,017,284)	
Self-Funded Employee Medical	<u>(4,096,746)</u>	
		<u>(7,982,035)</u>
Designated for Capital Outlay		<u>48,684,656</u>

Meeting Date: March 19, 2025

Subject: Cash Commitment/Investment Report-Month Ended January 31, 2025

Page 2

Staff Recommendation

None - Information Only.

Action Taken

Motion by:

to

☐ Approve

☐ Disapprove

Second by:

☐ Table

☐ Send to Committee

Other:

Follow-up required:

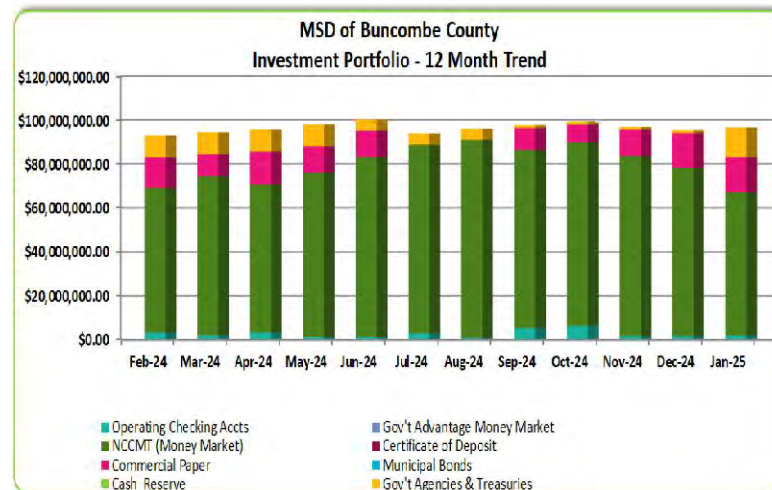
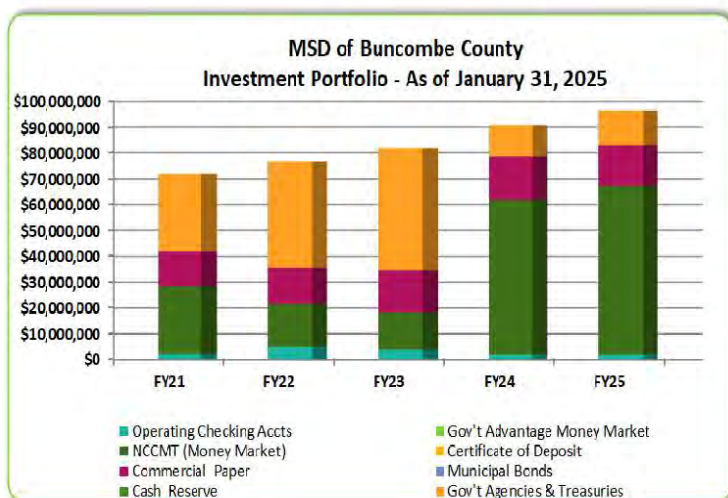
Person responsible:

Deadline:



	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	\$ -		\$ 81,787			\$ -	\$ -		\$ 81,787
Held by MSD	1,854,232	0	65,314,307	-	15,857,497	-		13,380,615	96,406,651
	\$ 1,854,232	\$ -	\$ 65,396,094	\$ -	\$ 15,857,497	\$ -	\$ -	\$ 13,380,615	\$ 96,488,438

Investment Policy Asset Allocation	Maximum Percent	Actual Percent	
U.S. Government Treasuries,			No significant changes in the investment portfolio as to makeup or total amount.
Agencies and Instrumentalities	100%	13.87%	
Bankers' Acceptances	20%	0.00%	
Certificates of Deposit	100%	0.00%	
Commercial Paper	20%	16.43%	
Municipal Bonds	100%	0.00%	All funds invested in CD's, operating checking accounts, Gov't Advantage money market are fully collateralized with the State Treasurer.
North Carolina Capital Management Trust	100%	67.78%	
Checking Accounts:	100%		
Operating Checking Accounts		1.92%	
Gov't Advantage Money Market		0.00%	



Meeting Date: March 19, 2025

Subject: Cash Commitment/Investment Report-Month Ended January 31, 2025

Page 4

## Metropolitan Sewerage District Investment Managers' Report On January 31, 2025

### Summary of Asset Transactions

	Original Cost	Market	Interest Receivable
Beginning Balance	\$ 84,134,788	\$ 84,188,616	\$ 14,885
Capital Contributed (Withdrawn)	1,596,683	1,596,683	
Realized Income	237,363	237,363	
Unrealized/Accrued Income	14,672	73,785	22,176
Ending Balance	\$ 85,983,506	\$ 86,096,447	\$ 37,061

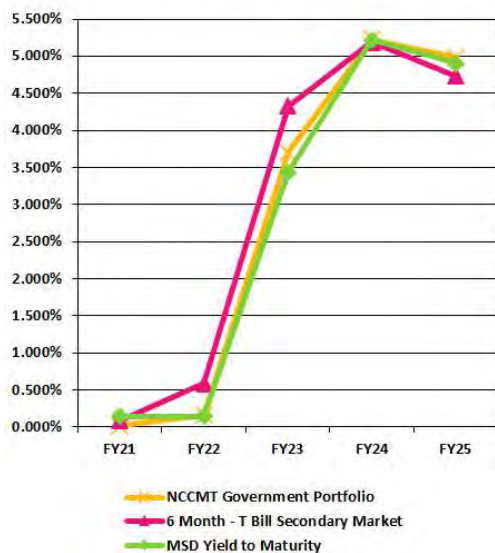
### Value and Income by Maturity

	Original Cost	Income
Cash Equivalents <91 Days	\$ 72,602,890	\$ 281,453
Securities/CD's 91 to 365 Days	1,383,615	5,364
Securities/CD's > 1 Year	11,997,000	46,508
	\$ 85,983,506	\$ 333,324

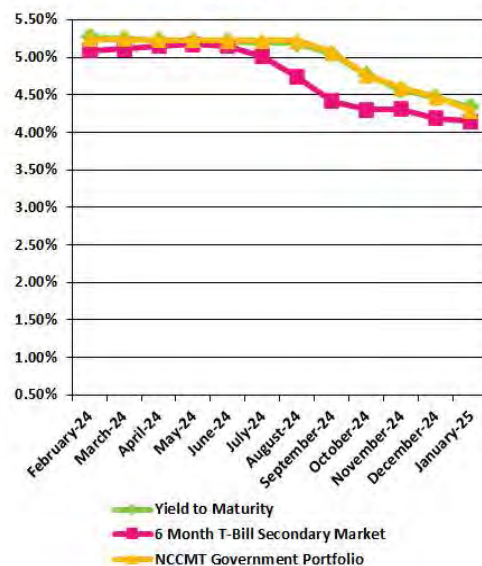
### Month End Portfolio Information

Weighted Average Maturity	114
Yield to Maturity	4.34%
6 Month T-Bill Secondary Market	4.15%
NCCMT Government Portfolio	4.29%

Metropolitan Sewerage District  
Annual Yield Comparison



Metropolitan Sewerage District  
Yield Comparison - January 31, 2025

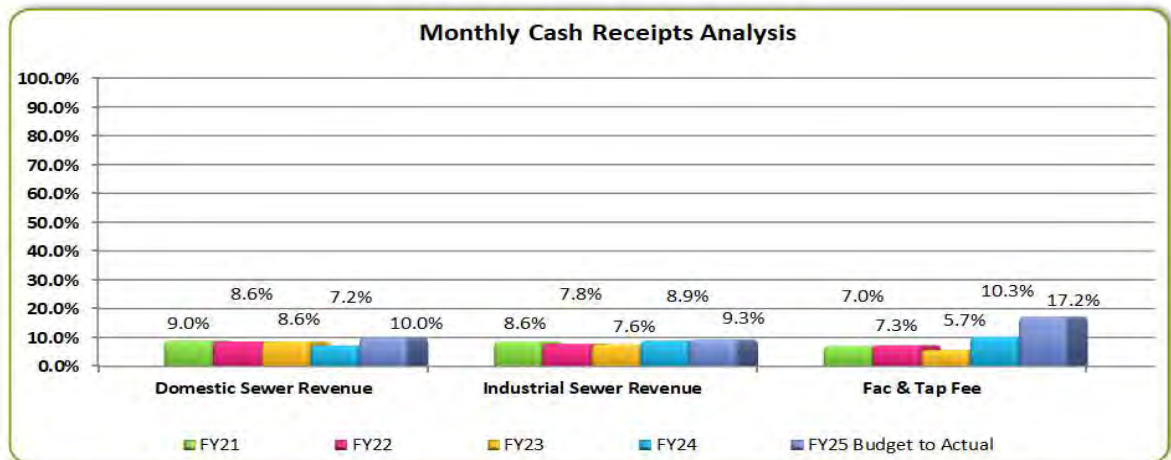


Meeting Date: March 19, 2025

Subject: Cash Commitment/Investment Report-Month Ended January 31, 2025

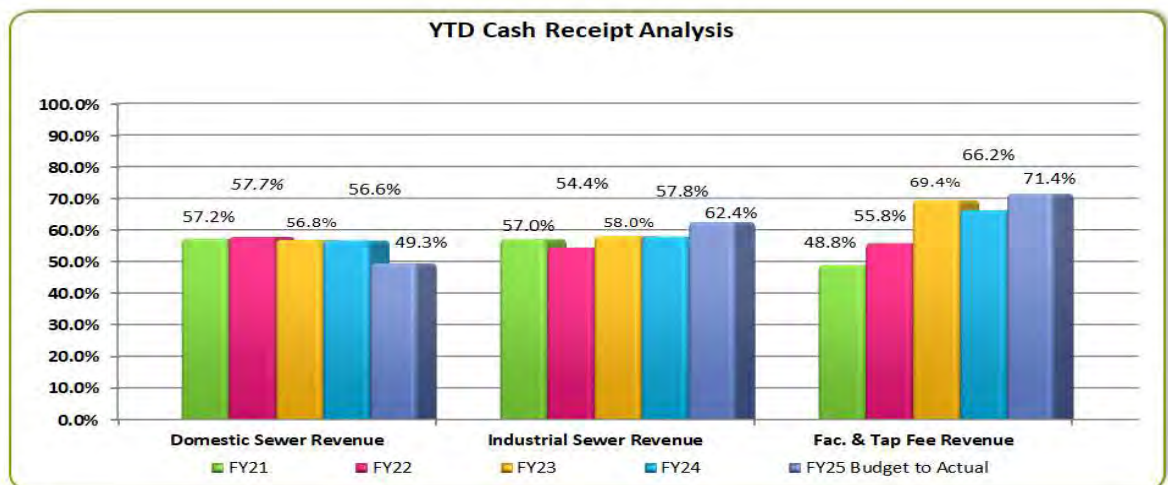
Page 5

**Metropolitan Sewerage District**  
**Analysis of Cash Receipts**  
**As of January 31, 2025**



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 and financial impacts of tropical storm Helene.
- \* 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.

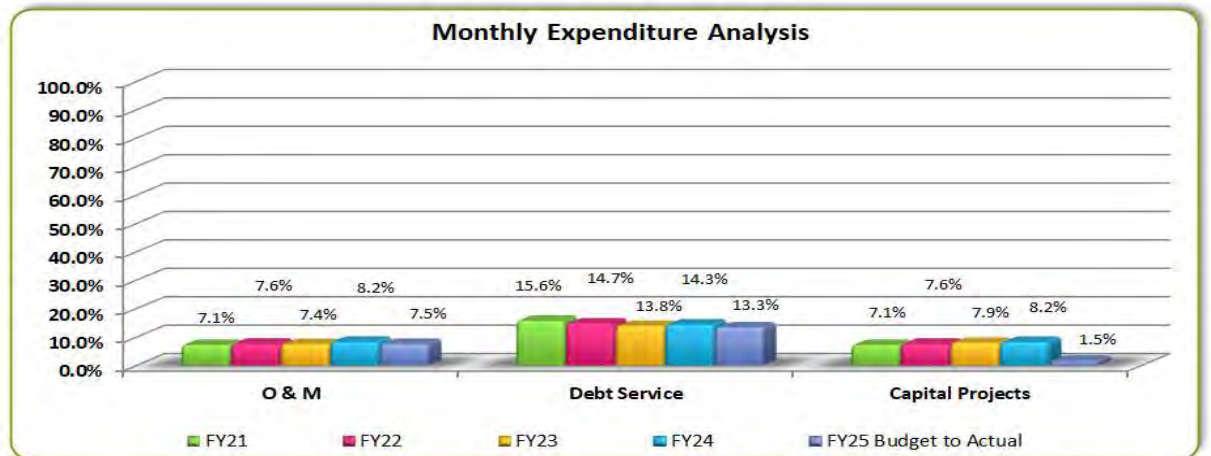


Meeting Date: March 19, 2025

Subject: Cash Commitment/Investment Report-Month Ended January 31, 2025

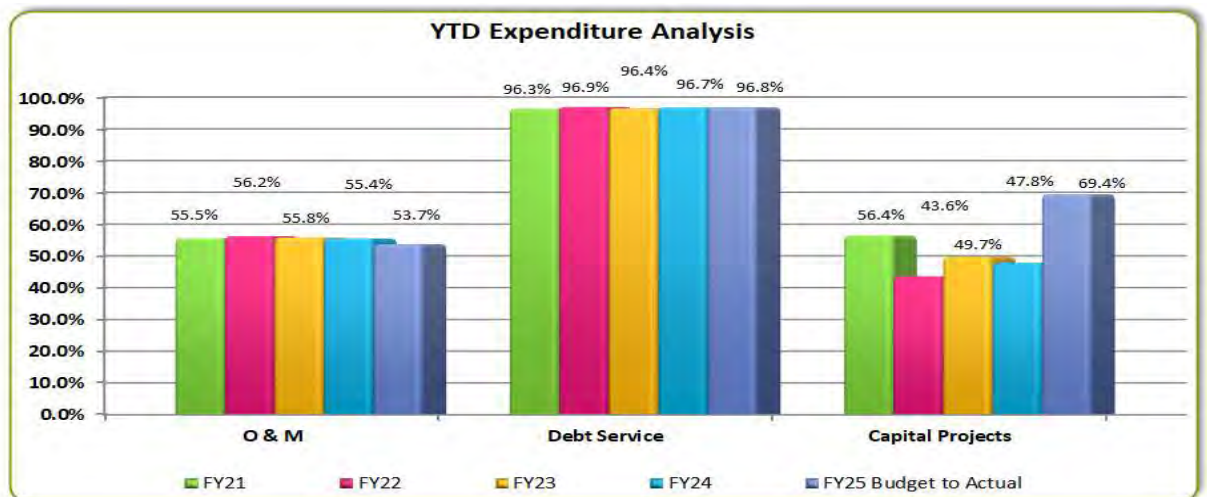
Page 6

**Metropolitan Sewerage District**  
**Analysis of Expenditures**  
**As of January 31, 2025**



**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 the 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:**

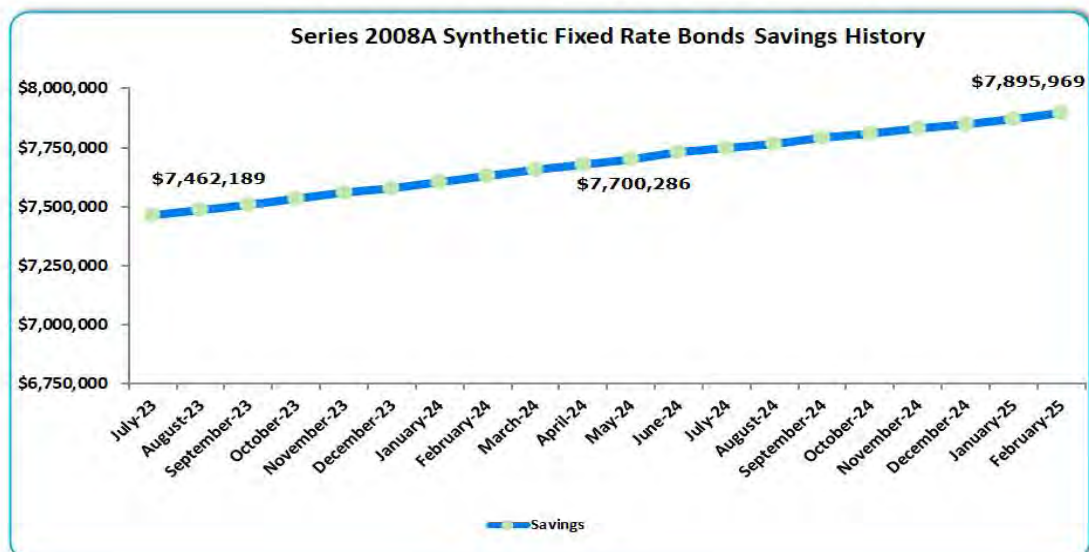
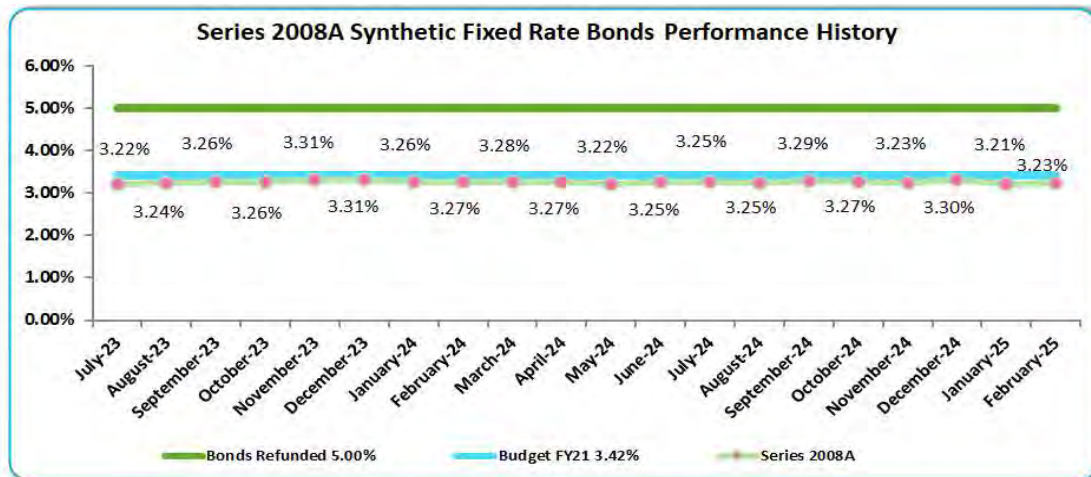
- \* YTD O&M expenditures are considered reasonable based on historical trends.
- \* Due to the nature of the variable rate bond market, YTD expenditures can vary year to year. Based on current variable interest rates, YTD debt service expenditures are considered reasonable.
- \* Due to nature and timing 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: March 19, 2025

Subject: Cash Commitment/Investment Report-Month Ended January 31, 2025

Page 7

**Metropolitan Sewerage District**  
**Variable Debt Service Report**  
As of February 28, 2025



**Series 2008A:**

- \* Savings to date on the Series 2008A Synthetic Fixed Rate Bonds is \$7,895,969 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 \$225,968 to terminate the existing Bank of America Swap Agreement.

# **STATUS REPORTS**

MSD System Services In-House Construction FY 2024-2025									
PROJECT NAME	LOCATION	ZIP CODE	ESTIMATED FOOTAGE	ESTIMATED PROJECT DATES	WO#	CREW	COMPLETION DATE	ACTUAL FOOTAGE	NOTES
189 Kimberly Ave Construction Rehabilitation	Asheville	28804	113	7/9/2024	305014	G. Hensley	7/9/2024	113	Complete
45 Lawterdale Construction Rehabilitation	Asheville	28804	138	7/17/24 - 7/19/24	305359	G. Hensley	7/19/2024	138	Complete
Norwood Ave Sewer Rehabilitation Ph. 2	Asheville	28804	509	6/22/24 - 7/31/24	275810	Matthews	7/24/2023	505	Complete
Old Fairview Rd @ Willington Road Ph. 2	Asheville	28803	330	7/1/24 - 7/26/24	305049	McDevitt	7/25/2024	345	Complete
Old Fairview Rd @ Willington Road Ph. 3	Asheville	28803	30	7/26/24 - 8/23/24	305589	McDevitt	8/23/2024	36	Complete
526 Depot Street at Livingston Street Rehab Ph. 1	Asheville	28801	725	7/26/24 - 8/30/24	280038	Matthews	8/29/2024	729	Complete
Ormond Ave at Haywood Rd Construction Rehab	Asheville	28806	105	9/6/2024	306644	Cantrell	9/6/2024	105	Complete
37 Lawrence Place IRS Rehabilitation	Asheville	28801	180	9/5/2024	306505	Cantrell	9/5/2024	180	Complete
179 Old Haw Creek Rd (Mayfair Glen Project)	Asheville	28805	317	8/19/24 - 9/20/24	300962	McDevitt	9/24/2024	355	Complete
207 Old US 70 Highway Coonstruction Rehabilitation	Swannanoa	28778	332	9/24/2024	306583	G. Hensley	9/24/2024	332	Complete
2 Bankstown Road Replacement (Flood Repair)	Weaverville	28787	100	10/2/2024	470773	M. Hensley	10/2/2024	95	Complete
Quarry Road Creek Crossing Replacement (Flood Repair)	Weaverville	28787	67	10/3/2024	498320	G. Karn	10/3/2024	67	Complete
Llama Vista Ct Sewer Replacement (Flood Repair)	Black Mountain	28711	345	10/4/2024	498784	Matthews	10/4/2024	345	Complete
200 Thompson Street (Flood Repair)	Asheville	28803	70	10/8/2024	307137	McDevitt	10/8/2024	70	Complete
Deer Horn Circle (Flood Repair)	Black Mountain	28711	73	10/9/2024	307238	Matthews	10/9/2024	73	Complete
126 N Garden Ct Creek Crossing (Flood Repair)	Fletcher	28732	25	10/11/2024	307217	McDevitt	10/11/2024	25	Complete
15 Lynn Cove Rd Creek Crossing (Flood Repair)	N. Asheville	28804	221	10/11/2024	307503	Union Co	10/11/2024	221	Complete
850 Blue Ridge Road Crk Crossing Replacement (Flood Repair)	Black Mountain	28711	70	10/22/2024	307239	Karn	10/22/2024	70	Complete
869 US Highway 70 Crk Crossing Replacement (Flood Repair)	Black Mountain	28711	92	10/22/2024	307240	Karn	10/22/2024	92	Complete
1 Arboretum Road Manhole Installation	Biltmore Forest	28803	8	11/6/2024	255226	Cantrell	11/6/2024	8	Complete
Swannanoa River Road @ Azalea Rd (Flood Repair)	Asheville	28805	834	10/14/24 - 10/23/24	307215	TP Hward	10/23/2024	834	Complete
Bee Tree Road (Flood Repair)	Swannanoa	28778	1591	10/9/24 - 11/6/14	1/18/2741	Huntley Const.	11/6/2024	1591	Complete
Ridgefield Pump Station #2 FM Repair	Asheville	28806	55	11/21/2024	7/22/2745	B. Cantrell	11/20/2024	55	Complete
41 Robinhood Road	Asheville	28804	145	11/22/24 - 12/15/24	262264	Matthews	11/22/2024	169	Complete
491 Sardis Rd Construction Rehab (Flood Repair)	Candler	28715	142	1/6/2025	309842	B. Cantrell	1/6/2025	142	Complete
21 Old County Home Road Manhole Replacement	Asheville	28806	8	1/6/2024	309814	Matthews	1/6/2025	8	Complete
18 Montgomery St Const. Rehab (Flood Repair)	Asheville	28806	132	1/10/2025	309111	McDevitt	1/10/2025	132	Complete
43 Grey Street MH Replacement	Asheville	28801	8	2/3/2025	310651	M. Hensley	2/3/2025	8	Complete
15 E. Forest Street Construction Rehab. (Flood Related)	Biltmore Forest	28803	145	2/3/2025	310671	G. Hensley	2/3/2025	145	Complete
55 Forest Road Manhole Replacement	Biltmore Forest	28803	8	2/14/2025	311135	M. Ray	2/14/2025	8	Complete
10 Balsam Rd Sewer Rehabilitation	Ridgecrest	28770	410	2/10/25 - 3/14/25	275803	Matthews			Construction 65% complete
350 Old Haw Creek Road Sewer Rehabilitation	Asheville	28805	1300	2/10/25 - 3/28/25	47802	McDevitt			Construction 20% complete
Kimberely Avenue @ Sedley Ave (Step Portion)	Asheville	28804	224	FY 24/25	301859	Mathews			Ready for construction
Vandalia Ave Sewer Rehabilitation	Asheville	28806	1325	FY 24/25	248041	TBA			Ready for construction
500 Laurel Avenue Sewer Rehabilitation	Black Mountain	28711	230	FY 24/25	247281	TBA			Ready for construction
Bent Tree 4-inch Rehabilitation	Asheville	28804	245	FY 24/25	301679	TBA			Ready for construction
15 Haith Drive	Asheville	28801	204	FY 24/25	285381	TBA			Ready for construction
128 Johnston Blvd	Asheville	28806	219	FY 24/25	242866	TBA			In ROW
Lorraine Avenue	Asheville	28804	378	FY 24/25	300998	TBA			In Design
Applewood Drive @ New Haw Creek Road Sewer Rehab	Asheville	28805	360	FY 24/25	291537	TBA			In Design
55 Congress Street Sewer Rehabilitation	Asheville	28801	823	FY 24/25	247631	TBA			In Design





## CONSTRUCTION TOTALS BY DATE COMPLETED - Monthly

From 7/1/2024 to 1/31/2025

	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 2024	15	9	49	484	19	19	1,000	0	251	850	4	0	1101
August 2024	22	10	36	641	25	20	35,099	0	0	765	2	0	765
September 2024	19	9	58	459	21	15	5,120	180	437	355	3	0	972
October 2024	46	11	440	780	99	8	1,730	0	1058	834	0	0	1892
November 2024	27	5	102	506	34	17	1,591	0	1815	8	3	0	1823
December 2024	50	9	78	610	14	15	8,060	0	0	0	0	0	0
January 2025	31	25	172	554	13	15	500	0	282	0	0	0	282
Grand Totals	210	78	935	4,034	225	109	53,100	180	3843	2812	12	0	6835

\* Used to calculate Total Rehab Footage



## CUSTOMER SERVICE REQUESTS

### Monthly - All Crews

CREW	MONTH	JOB	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
<b>DAY 1ST RESPONDER</b>				
	July, 2024	95	28	36
	August, 2024	104	25	33
	September, 2024	83	24	29
	October, 2024	203	36	28
	November, 2024	147	28	31
	December, 2024	143	26	31
	January, 2025	156	31	34
		<b>931</b>	<b>29</b>	<b>32</b>
<b>NIGHT 1ST RESPONDER</b>				
	July, 2024	35	28	21
	August, 2024	39	23	22
	September, 2024	34	25	20
	October, 2024	26	36	22
	November, 2024	45	37	33
	December, 2024	47	35	38
	January, 2025	56	35	21
		<b>282</b>	<b>32</b>	<b>26</b>
<b>ON-CALL CREW *</b>				
	July, 2024	28	37	36
	August, 2024	33	78	57
	September, 2024	26	45	78
	October, 2024	84	49	32
	November, 2024	76	69	29
	December, 2024	70	49	30
	January, 2025	60	69	32
		<b>377</b>	<b>58</b>	<b>37</b>
<b>Grand Totals:</b>		<b>1,590</b>	<b>36</b>	<b>32</b>

\* 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, 2024 to January 31, 2025

	Main Line Wash Footage	Service Line Wash Footage	Rod Line Footage	Cleaned Footage	CCTV Footage	Smoke Footage	SL-RAT Footage
<b>2024</b>							
July	116,397	2,129	1,130	117,527	27,291	400	16,384
August	127,530	1,793	1,872	129,402	26,635	1,946	38,251
September	71,201	1,397	2,001	73,202	16,992	0	16,437
October	51,422	2,735	793	52,215	7,684	0	0
November	44,121	2,096	1,029	45,150	7,203	50	4,596
December	49,860	2,517	1,742	51,602	5,998	0	9,136
<b>2025</b>							
January	63,215	2,553	3,425	66,640	9,581	0	4,716
Grand Total:	523,746	15,220	11,992	535,738	101,384	2,396	89,520
Avg Per Month:	74,821	2,174	1,713	76,534	14,483	342	12,789

## CAPITAL IMPROVEMENT PROGRAM

## STATUS REPORT SUMMARY

March 12, 2025

PROJECT	LOCATION OF PROJECT	CONTRACTOR	AWARD DATE	NOTICE TO PROCEED	ESTIMATED COMPLETION DATE	*CONTRACT AMOUNT	*COMPLETION STATUS (WORK)	COMMENTS
CHRISTIAN CREEK INTERCEPTOR	Buncombe County	Buckeye Bridge LLC	12/15/2021	3/14/2022	9/30/2024	\$7,456,109.70	99%	All sitework complete. Closeout underway
ELK MOUNTAIN PLACE	Woodfin	Terry Brothers Construction Co.	8/21/2024	9/9/2024	6/6/2025	\$1,252,278.00	85%	Finishing installation of Sewer Line A.
INTERMEDIATE CLARIFIER EFFLUENT TROUGH REHAB, PHASE 1	WRF	Cove Utility, LLC	10/18/2023	6/20/2024	12/1/2024	\$558,620.70	60%	Trough work nearing completion. Chains and gear installation underway.
JOYNER AVENUE @ AMBOY ROAD	Asheville 28806	Terry Brothers Construction Co.	4/18/2024	7/8/2024	9/30/2024	\$420,388.00	99%	All pipe work complete. Paving restoration being coordinated with COA project.
WEAVERVILLE PUMP STATION AND FORCEMAIN IMPROVEMENTS	Woodfin	Haren Construction Co.	1/17/2024	4/15/2024	7/4/2026	\$20,986,375.00	18%	Pipe installation underway. Walls being poured at pump stations.
NORTH FORK RD (FLOOD RELATED)	Black Mountain	HNH Construction	12/20/2024	1/6/2025	4/6/2025	\$ 222,589.00	85%	Pier Replacement complete, Pipe Replacement underway
BLUE RIDGE RD (FLOOD RELATED)	Black Mountain	Key Construction	1/14/2025	1/24/2025	4/27/2025	\$ 79,875.00	95%	Project closeout in process
50 MCCORMICK PLACE (FLOOD RELATED)	Asheville	TP Howard	12/19/2024	2/24/2025	5/25/2025	\$ 90,094.00	20%	Pier/support installation in progress. All materials on-site
2 & 55 BANKS TOWN RD (FLOOD RELATED)	Weaverville	TP Howard	1/21/2025	2/10/2025	5/11/2025	\$ 158,227.00	5%	Work just underway
PORTERS COVE RD (FLOOD RELATED)	Swannanoa	HNH Construction	2/19/2025	3/3/2025	6/1/2025	\$ 127,807.00	0%	Work to begin soon.
ASSEMBLY DRIVE AT KANAWHA/TEXAS RD (FLOOD RELATED)	Montreat	Key Construction	2/7/2025	2/24/2025	5/25/2025	\$ 101,160.00	50%	Texas Rd portion complete. Kanawha Rd portion just underway.

Planning & Development Project Status Report								
Active Construction Projects Sorted by Work Location and Project Number								
March 6, 2025								
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	Hounds Ear (Mears Ave Cottages)	2016123	Asheville	28806	18	402	8/18/2017	Pre-con held, construction not yet started
3	Ashecroft Ph. 2	2016229	Asheville	28806	40	2,450	2/20/2018	On hold
4	RADTIP	2017052	Asheville	28801	0	919	2/13/2018	Final Inspection complete, awaiting close-out docs
5	North Bear Creek Subdivision Ph. I	2018117	Asheville	28806	5	105	9/6/2023	Waiting on Final Inspection
6	Timber Hollow Subdivision	2019049	Asheville	28805	18	525	7/28/2020	On hold
7	Millbrook Cottages	2019066	Asheville	28806	7	322	2/15/2022	Pre-con held, construction not yet started
8	3927 Sweeten Creek Rd (Rumi Way)	2019076	Asheville	28704	16	590	2/1/2023	Final Inspection complete, awaiting close-out docs
9	UNC-A Edgewood Road Parking Lot	2019078	Asheville	28801	Comm.	373	7/19/2019	Final Inspection complete, awaiting close-out docs
10	Onteora Blvd and May Street Relocate	2019207	Asheville	28803	0	16	1/17/2023	Pre-con held, construction not yet started
11	Villas at Pincroft (Amarx Beaverdam)	2020228	Asheville	28804	72	796	1/18/2024	Final Inspection complete, awaiting close-out docs
12	Burton Street	2021048	Asheville	28806	4	64	7/24/2024	Pre-con held, construction not yet started
13	Reserve at McIntosh	2021207	Asheville	28806	228	2,475	12/14/2023	Waiting on Final Inspection
14	Old Home Road Subdivision	2021094	Asheville	28804	21	1,790	5/4/2022	Waiting on Final Inspection
15	Woodfield (RAD Lofts)	2021063	Asheville	28801	235	403	6/8/2022	Waiting on Final Inspection
16	Reed Creek Mixed Use	2022008	Asheville	28801	49	295	2/23/2023	Final Inspection complete, awaiting close-out docs
17	Long Shoals Apartments (The Meridian)	2022039	Asheville	28704	3	400	6/14/2023	Waiting on Final Inspection
18	Habitat New Heights Phase 2	2022042	Asheville	28806	60	1,810	6/9/2023	Final Inspection complete, awaiting close-out docs
19	Busbee Phase 1A	2022102	Asheville	28803	179	1,325	1/24/2024	Waiting on Testing
20	16/18 Spring Drive	2022125	Asheville	28806	2	70	4/18/2023	Final Inspection complete, awaiting close-out docs
21	Holiday Villa	2022172	Asheville	28704	7	355	2/15/2023	Final Inspection complete, awaiting close-out docs
22	Star Point (aka Resturant Ct)	2023003	Asheville	28801	70	22	11/8/2024	Pre-con held, construction not yet started
23	115 Fairview Road Apartments&Townhomes	2023019	Asheville	28803	269	1,036	1/29/2025	In construction
24	Helpmate, Inc.	2023041	Asheville	28801	26	484	8/27/2024	Waiting on Testing
25	1191 Bleachery Blvd	2023056	Asheville	28803	7	400	3/26/2024	Waiting on Final Inspection
26	Fairhaven Summit Apartments	2023061	Asheville	28803	77	530	8/27/2024	In construction
27	West Haywood Street Apartments	2023117	Asheville	28801	46	215	7/16/2024	On hold
28	Enka Commerce Park	2023125	Asheville	28806	Comm.	1,525	7/9/2024	In construction
29	Crestview Extension	2023176	Asheville	28803	5	204	4/10/2024	Final Inspection complete, awaiting close-out docs
30	Westview Village	2023183	Asheville	28806	26	824	8/14/2024	Waiting on Testing
31	157 New Leicester Apartments	2023197	Asheville	28806	141	529	7/2/2024	In construction
32	The Shoppes at Winston's Corner	2024092	Asheville	28806	Comm.	777	8/7/2024	In construction
33	Tudor Croft - Phase 2B, 2C, 2D	2018004	Black Mountain	28711	5	224	6/8/2022	Waiting on Final Inspection
34	Sweet Birch Lane Phase 3	2020151	Black Mountain	28711	20	800	6/30/2021	Waiting on Final Inspection
35	Old Toll Road Subdivision	2020182	Black Mountain	28711	14	637	8/17/2021	Waiting on Final Inspection
36	Randolph Avenue Commercial	2021149	Black Mountain	28806	Comm.	650	6/30/2022	Final Inspection complete, awaiting close-out docs
37	NC DOT I-5504 NC 191/I-26 Interchange	2016132	Buncombe Co.	28806	0	355	10/23/2017	Installing
38	Rockdale Subdivision	2018145	Buncombe Co.	28778	9	630	3/17/2020	Final Inspection complete, awaiting close-out docs
39	841 Charlotte Hwy	2019222	Buncombe Co.	28730	Comm.	110	4/20/2021	Waiting on Testing
40	Broad River Village Off-Site Sewer Extension	2021057	Buncombe Co.	28806	92	2,152	12/10/2025	Pre-con held, construction not yet started
41	Rockberry Apartments	2021116	Buncombe Co.	28704	420	2,420	6/13/2023	Waiting on final inspection
42	Village at Bradley Branch Ph. 4B	2021120	Buncombe Co.	28704	16	393	11/2/2021	Final Inspection complete, awaiting close-out docs
43	Hominy Creek Multi-Family	2021195	Buncombe Co.	28715	216	1,310	9/7/2023	Waiting on Final Inspection
44	Biltmore Terrace Development Phase 4	2021208	Buncombe Co.	28803	31	400	6/14/2023	Waiting on Paving
45	Hawthorne at Holbrook	2021229	Buncombe Co.	28806	350	1,876	6/20/2023	Waiting on Final Inspection
46	Farmstead at Olivette	2021247	Buncombe Co.	28804	33	1,280	2/7/2024	In construction
47	Asheville West Subdivision Ph. 2	2022032	Buncombe Co.	28806	50	1,570	7/26/2023	Final Inspection complete, awaiting close-out docs
48	The Duke Sewer Improvement	2022040	Buncombe Co.	28801	2	168	12/3/2024	In construction
49	Creekside Community (2177 Brevard Rd)	2022046	Buncombe Co.	28704	0	3,267	7/18/2023	Waiting on Final Inspection
50	Arden Pines	2022069	Buncombe Co.	28704	244	2,020	8/14/2024	In construction
51	Argento on Broad	2022174	Buncombe Co.	28704	216	484	8/14/2024	In construction
52	Double R Sewer Extension	2022200	Buncombe Co.	28715	7	263	1/31/2025	Pre-con held, construction not yet started
53	Meribel (Monticello Family)	2022204	Buncombe Co.	28787	168	295	2/5/2025	Pre-con held, construction not yet started
54	Focus Homes/Mallard Run	2022216	Buncombe Co.	28704	50	1,564	11/11/2024	Waiting on Testing
55	Edgewood Road S - Offsite Extension	2022262	Buncombe Co.	28803	0	165	10/25/2023	Final Inspection complete, awaiting close-out docs
56	Creekside - Onsite	2023012	Buncombe Co.	28704	502	1,885	9/26/2023	Waiting on Final Inspection
57	Prestige Subaru Extension	2022134	Buncombe Co.	28806	Comm.	635	6/4/2024	Final Inspection complete, awaiting close-out docs
58	Montainail Land Co. Off-Site Extension	2023017	Buncombe Co.	28778	17	440	1/5/2024	Final Inspection complete, awaiting close-out docs
59	The Ramble Block H, Phase 2	2023043	Buncombe Co.	28803	6	1,389	8/27/2024	Final Inspection complete, awaiting close-out docs
60	Lakeshore Villas	2023112	Buncombe Co.	28803	120	936	5/10/2024	Waiting on Final Inspection
61	Mulberry Street	2023128	Buncombe Co.	28804	5	426	3/13/2024	Final Inspection complete, awaiting close-out docs
62	Cottages at Weston Road	2023138	Buncombe Co.	28803	8	280	5/7/2024	Final Inspection complete, awaiting close-out docs
63	Edgewood Road S Subdivison Ph. 2	2023143	Buncombe Co.	28803	7	285	10/25/2023	Final Inspection complete, awaiting close-out docs
64	Crystal Country aka Sky Ridge Development	2023168	Buncombe Co.	28804	16	784	10/22/2024	Waiting on Testing
65	Old Charlotte Apartments Phase 1	2023216	Buncombe Co.	28803	210	1,723	10/22/2024	Waiting on Testing
66	Chestnut Ridge	2023234	Buncombe Co.	28804	5	257	9/20/2024	Final Inspection complete, awaiting close-out docs
67	Old Charlotte Phase 2	2024059	Buncombe Co.	28803	221	6,866	12/4/2024	In construction
68	1452 Sand Hill Rd (All American Pet Resort)	2024066	Buncombe Co.	28715	Comm.	150	9/27/2024	Pre-con held, construction not yet started
69	High Street	2024080	Buncombe Co.	28804	16	565	9/25/2024	In construction
70	WD Williams Sewer Relocation	2024153	Buncombe Co.	28806	1	183	11/20/2024	In construction
71	Broad River Village On-Site Sewer Extension	2024198	Buncombe Co.	28806	92	1,670	12/10/2024	In construction
72	Collett Industrial (Banner Farm)	2020108	Cane Creek	28759	Comm.	255	11/20/2020	Final Inspection Complete, awaiting closeout docs
73	Seasons at Cane Creek Phase 2	2022170	Cane Creek	28732	84	566	5/1/2024	Waiting on Final Inspection
74	Taproot Phase 2A	2021161	Fletcher	28732	151	2,462	6/6/2023	Final Inspection complete, awaiting close-out docs
75	Asheville Regional Airport	2022191	Fletcher	28732	Comm.	1,205	2/13/2024	Waiting on Final Inspection
76	Taproot Phase 3	2023114	Fletcher	28732	128	4,130	2/7/2024	In construction
77	Asheville Airport Parking Lot Sewer Reloc	2023135	Fletcher	28732	0		8/8/2023	In construction
78	Ingles #140 Fletcher	2023139	Fletcher	28732	Comm.	715	11/30/2023	Waiting on Final Inspection
79	Brickton Road Relocation	2023195	Fletcher	28732	Comm.	275	4/30/2024	Pre-con held, construction not yet started
80	Taproot Phase 4	2023237	Fletcher	28732	113	5,757	2/7/2024	Pre-con held, construction not yet started
81	Taproot Phase 5	2023238	Fletcher	28732	111	3,648	2/7/2024	Pre-con held, construction not yet started
82	Advent Health Hendersonville MOB	2023069	Hendersonville	28792	Comm.	356	3/26/2024	Waiting on Final Inspection
83	Mills River Townhomes (Jeffress Road)	2021253	Mills River	28759	150	3,267	6/6/2023	Final Inspection complete, awaiting close-out docs
84	James River - Mills River Site	2022222	Mills River	28759	2	460	1/17/2024	Waiting on Final Inspection
85	18 Wildwood Park Sewer Relocation	2021129	Weaverville	28787	1	147	2/22/2022	Waiting on Final Inspection
86	480 Reems Creek Rd (Encore @ Reems Crk)	2022203	Weaverville	28787	139	3,190	9/17/2024	In construction
87	Crest Mountain Phase 3B	2013041	Woodfin	28806	69	1,329	10/15/2013	Final Inspection complete, awaiting close-out docs
88	Serenity Townhomes	2020037	Woodfin	28804	8	480	7/14/2020	On hold
89	Weaverville Road Subdivision	2020123	Woodfin	28804	4	600	4/6/2021	On hold
90	Terraces at Reynolds Mountain West Ph I & II	2021164	Woodfin	28804	42	1,990	6/26/2024	Phase 1 Complete
<b>TOTAL</b>					<b>5,802</b>	<b>94,703</b>		