

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT
January 17, 2018

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 2pm Wednesday, January 17, 2018. Chairman VeHaun presided with the following members present: Ashley, Bryson, Kelly, Manheimer, Pelly, Pressley, Root, Watts and Wisler. Creighton and Frost were absent.

Others present were: Thomas E. Hartye, PE, General Manager; William Clarke, General Counsel; Ed Bradford, Mike Stamey, Scott Powell, Jim Hemphill, Ken Stines, Julie Willingham, Peter Weed, 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 December 20, 2017 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the December 20, 2017 Board Meeting. Mr. Kelly 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. Informal Discussion and Public Comment:

There was no discussion or public comment.

6. Report of General Manager:

Mr. Hartye reported that Ed Bradford and Mike Stamey will update the Board on construction projects for both in-house and contracted crews.

Mr. Bradford reported that on the Incinerator Emissions Upgrades project, the District was awarded a NACWA Environmental Achievement Award and a National Recognition Award from the American Council of Engineering in 2017.

Mr. Bradford then reported on the Plant Headworks Improvements Project which is currently underway. He presented images showing the affected area with new bar screens, fine screens with grit removal and storage area, the area where the old chlorine building was demolished and images of the ongoing work. He presented images showing the magnetic flow meters and explained their purpose. They can be used for wastewater and water, but not for natural gas, oil, or fluids that don't conduct electricity. These meters run around \$20,000 each but are very accurate. This project

is comprised of replacing the existing bar screens at the head of the plant; adding new fine screens with grit removal that works; and adding a surge system for peak flow conditions, utilizing the two digester tanks at 2.1 MG each. The Board awarded this project at the January, 2017 Board Meeting with a construction cost of approximately \$8.9 million. Work began in spring of last year and is expected to be complete about a year from now.

Mr. Bradford then reported on the High Rate Primary Treatment. He presented an image of the primary micro-screens and stated that they do not work and never worked very well. This project will add significant improvement to the plants internal process. There is not primary treatment after screening and grit removal at this time. This was a very tight fit due to site conditions with the mountain behind and the rest of the surrounding plant works. This will help the RBC's perform better and will also help the plant better treat peak flows because the treatment can be ramped up and down as necessary. The design process is underway with CDM and construction scheduled to begin in early 2019. The construction cost is currently estimated at \$15 million. Mr. Bradford presented an image of the 3D model software which was used on these last four projects at the plant. It is very powerful, in that all of the piping and everything is generated where you can move the walls, you can do a virtual tour and also determine piping conflicts. On complex projects like these it is very handy. Construction plans will actually be generated from this software.

Mr. Bradford presented the CIP Status Report, stating this report is posted on line and mirrors the current Capital Improvement Program with the status of each project included. This report is updated quarterly.

Mr. Kelly asked who are the five largest users sending wastewater to the plant. Mr. Hartye stated that Milkco was in the top five. Mr. Kelly asked if the breweries fell in line after that. Mr. Hartye stated that the County and Mission Hospital are next and then the major breweries, Sierra Nevada and New Belgium. Mr. Kelly asked if there was any differential rate for those who send dirtier water. Mr. Hartye stated that there was a surcharge for industrial customers. Anything over 250 mg. per liter we charge per pound BOD, which is the strength of the waste and per pound TSS which is the amount of solids in the wastewater. Anything above normal residential background is charged more. Mr. Kelly asked if someone like Milkco and the breweries would fall into that category. Mr. Hartye stated yes. There was some discussion regarding the industrial make up of users in comparison to commercial and residential. With no further questions, he turned the presentation over to Mike Stamey.

Mr. Stamey highlighted the Construction Inspections Group who perform inspections for projects done by outside contractors constructing MSD projects. The first project was the Commerce Street Sewer Rehabilitation Project. Commerce Street runs between Cox Avenue and Church Street in Asheville, one street over from Patton Avenue. This project included replacing about 478 linear feet of 8-inch sewer main. Terry

Brothers Construction was the contractor. There were several concerns on this project, the first being the amount of congestion observed before the start of the project. This is a one way street with a lot of heavy vehicle and pedestrian traffic. There was a lot of activity from the businesses that front on Patton Avenue so there was a concern regarding shutting the road down during the project. Staff took several communication steps to let everyone know what was happening. This included phone calls, mailings, door hangers, social media, and installing a 4' x 6' sign about a month before construction. Mr. Stamey stated that he felt these steps reduced headaches and problems during construction. The second big issue was conflicts with other utilities, both overhead and underground. Mr. Stamey presented images of low hanging power lines and phone lines explaining that these caused havoc with the contractor trying to move his equipment and materials up and down the street. He presented images of gas utility lines buried at very shallow depths, along with phone lines, fiber lines and Charter Communication lines. At the upper end of the project, the last 100 feet, the contractor encountered a gas main line where the last manhole needed to be placed. PSNC worked very close with them, and relocated the gas line so the sewer line could be installed in the right location. The other conflict on this project was elbow room. By the time they dug the trench and had excavators, other equipment and people on the job site, it was a very tight fit. Mr. Stamey presented an image from November 30, 2017 of the completed work and stated that overall the project went very well.

Mr. Stamey reported on the Hendersonville Road @ Peachtree Road project which was also constructed by Terry Brothers Construction. It included replacing 1,130 linear feet of sewer in Hendersonville Road adjacent to the Walmart shopping center and movie complex. One of the big issues was that NCDOT required this project to be constructed between 9 pm and 7 am. By 7 am the road had to be open for rush hour traffic. A lot of this construction occurred in the colder days in December. Each night the contractor would start at 9 pm, dig the trench down 8-10 feet, install 20 feet of sewer line and back fill. At 6 am they would have the asphalt trucks come in to have everything complete by 7 am.

Mr. Stamey reported on the Elkwood Avenue Sewer Rehabilitation project in Woodfin. Thomas Construction is the contractor for this project. To date, they have replaced approximately 550 linear feet of the total 4,700 linear feet. This project runs from Merrimon Avenue at Nick's Grill up Elkwood Avenue to the Old Burnsville Hill area on Riverside Drive.

Upcoming CIP projects include Hendersonville Road @ Rosscraggon Drive project in South Asheville, the Jonestown Road project in Woodfin and Sutton Avenue project in Black Mountain. Terry Brothers Construction is the contractor for all of these projects.

Mr. Stamey then highlighted some recent activities for the In-House Construction Crews. The Manila Street Sewer Rehabilitation project in West

Asheville is one of the larger projects consisting of replacing 654 linear feet of old vcp. He presented images of this work and stated that staff worked very closely with the Water Department on this project as they will be replacing the water line in the next few months. When the repaving is done in the spring, both utilities will be replaced and there will be no further digging in new asphalt. Mississippi Road in Montreat consisted of replacing a 4-inch orangeburg pipe that was broken and in very poor condition. The residents of this area were having issues because the sewer line was too shallow and they couldn't get proper service. Staff replaced 143 linear feet of sewer on that street and encountered rock. Mr. Stamey presented images of this work. Mr. Stamey also reported that in November, the Division of Water Quality had some issues with two private service lines on Wilson Creek Drive close to Caribou Road and asked for MSD's assistance. The lines were broken down and sewer was leaking into the creek. Mr. Stamey presented images of this work.

Mr. Stamey reported on two up-coming in-house projects. Governor's View Road in East Asheville consists of replacing 800 linear feet of sewer line. Laurel Road in Royal Pines consists of replacing 450 linear feet of sewer line and Williamette Circle in Weaverville consists of replacing 250 linear feet of sewer line. There were no questions or discussion.

Mr. Hartye reported that Tony Holland of 25 Noel Lane in Black Mountain called in to let MSD know how great Mike Rice, Jamie Foxx and McKinley Hensley's crew were. Thanks also to Brandon Flynn, Grayson Hensley and Carl Ellington.

Mr. Hartye reported that Ms. Severse of 26 Deaver Circle expressed her appreciation of MSD crews that were "amazing and so nice and friendly". Thanks to Lee Plemmons and Chris Johnson.

Pam with Bayshore at 29 Melton Drive complimented Mike Rice and Jamie Foxx on how thorough and nice the gentlemen were in the way they handled everything.

Mr. Hartye reported that attached are articles and commentary regarding the CCWSD consolidation issue from last month.

Mr. Hartye reported that Mary Alice Hunter will be retiring after 26 years. She will be sorely missed. There will be a celebration of her retirement on January 24, 2018 at 3 pm at the Woodfin Community Center.

Mr. Hartye reported the next Right of Way Committee meeting will be held on January 24, 2018 at 9 am. The next regular Board Meeting will be held on February 21, 2018 at 2pm.

7. Consolidated Motion Agenda:

a. Consideration of Annual Meeting Dates FY2018:

Mr. Hartye presented the Annual Meeting Dates for 2018.

b. Consideration of Budget Calendar FY 2017-18

Mr. Hartye presented the Budget Calendar for FY 2018-2019. MSD is required to have a Preliminary Budget no later than June 1 and a Final Budget no later than June 15.

c. Consideration of Bids: Hendersonville Road @ Rosscraggon Phase II:

Mr. Hartye reported that this project is located in South Asheville near Lake Julian. The total project length is 4,118 LF. It is comprised of 1,683 LF of 8-inch and 1,136 LF 12-inch dig and replace and 1,300 LF of pipe bursting. The project was advertised and two bids were received on December 19, 2017. The project was therefore re-advertised and two bids were again received on January 4, 2018 in the following amounts: Dillard Excavating Company in the amount of \$1,685,415.00 and Terry Brothers Construction Company in the amount of \$1,258,010.80. The apparent low bidder is Terry Brothers Construction Company in the amount of \$1,258,010.80. Terry Brothers has successfully completed numerous projects for MSD. The FY17-18 Construction Budget for this project is \$1,433,669.00. Staff recommends award of this contract to Terry Brothers Construction Company in the amount of \$1,258,010.80, subject to review and approval by District Counsel.

d. Consideration of Bids: Jonestown Road Sanitary Sewer Rehabilitation Project:

Mr. Hartye reported that this project is located in Woodfin and consists of approximately 2,335 LF of 8-inch DIP to be installed using dig and replace and 1,140 LF of 8-inch HDPE will be installed by pipe bursting along Jonestown Road. The project was advertised and two bids were received on December 19, 2017. The project was therefore re-advertised and two bids were again received on January 4, 2018 in the following amounts: Thomas Construction Company in the amount of \$819,824.00 and Terry Brothers Construction Company in the amount of \$725,002.10. The apparent low bidder is Terry Brothers Construction Company in the amount of \$725,002.10. Terry Brothers has successfully completed numerous projects for MSD. The FY17-18 Construction Budget for this project is \$809,375.00. Staff recommends award of this contract to Terry Brothers Construction Company in the amount of \$725,002.10, subject to review and approval by District Counsel.

e. Consideration of Contract for Design Survey: South French Broad Relief Interceptor:

Mr. Hartye reported that this is a large interceptor (8 miles) running primarily through the Biltmore Estate. It will parallel the existing 36-inch line. In the mid to late 1990's all of the interceptors were upsized south of this point, from Lake Julian all the way down to the Estate but not through the Estate. In the spring of 2017 there was an SSO on the Biltmore Estate and MSD Staff took that opportunity to meet with Mr. Cecil and Estate Management. They understand the reasoning of why this parallel interceptor needs to be constructed. Surveying for this was originally scheduled for next fiscal year but Staff has accelerated the timeframe. This is going to be a fairly tough project for not only right-of-way but also design due to the tight fit. Staff issued a Request for Qualifications for the survey and received responses from six competent firms. After careful consideration of each firm's strengths, the most qualified for this project is NC Survey PC (formerly Webb Morgan Associates) as they are familiar with the unique aspects of the Estate. The price for this eight mile survey is \$94,300.00 which also includes a wetlands delineation survey. This price is very competitive and represents a good value for the work to be performed. Completion is expected by summer of 2018. Design surveys are currently shown in next year's budget in the amount of \$140,000.00. There are sufficient funds in the CIP Contingency to cover this work. Staff recommends award of the survey contract to NC Survey PC in the amount of \$94,300.00 subject to review and approval by District Counsel.

f. Consideration of Developer Constructed Sewer System: Woodbridge Park:

Mr. Hartye reported that the Woodbridge Park project is located inside the District boundary off School Road East in Buncombe County and consisted of 615 linear feet of 8-inch public gravity sewer to serve a 20 unit single family residential development.

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

g. Consideration of Procurement of Dump Trucks:

Mr. Hartye reported that at the March 23, 2017 Equipment Replacement Committee meeting, members recommended the purchase of two new dump truck replacements. Funds for this purchase were included in the 2017-2018 Budget. Pursuant to NC Purchasing Statutes and MSD Procedures, bids for the dump trucks were emailed to four vendors and an advertisement placed on the MSD web site. Three bid packages were received and opened on December 20, 2017 in the following amounts: The Pete Store in the amount of \$150,775.00, MHC Kenworth in the amount of \$170,791.00 and Rush Truck

Center/International in the amount of \$139,547.00. The apparent low bidder is Rush Truck Center in the amount of \$139,547.00. The total cost of this contract will be \$279,094.00. \$290,000.00 was budgeted for this item in the 2017-2018 Fleet Replacement Fund. Staff recommends award of this bid to Rush Truck Center/International in the amount of \$279,094.00, subject to review and approval by District Counsel.

h. Consideration of Crown Atlantic Company LLC Cell Tower Lease Renewal:

Mr. Powell reported that in FY 2000, the District entered into a cell tower lease agreement with Crown Atlantic. The lease provided Crown the right to lease a 200' by 235' parcel of land for a cell tower. Crown has complied with all existing terms of the lease. The District currently receives roughly \$21,900.00 in annual lease payments. In FY2017 Crown expressed to amend the term of the current lease for an additional 25 years. They are in their third five year period and in good standing with the District. Staff recommends the Board authorize the General Manager and Legal Counsel to execute the negotiated lease agreement.

i. Cash Commitment/Investment Report Month ended November, 2017:

Mr. Powell reported that Page 75 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 76 presents the MSD investment managers report for the month of November. The weighted average maturity of the investment portfolio is 109 days. The yield to maturity is 1.2% and exceeds our bench mark of the NCCMT portfolio but we are still lagging a little below the 6 month T-bill. Mr. Powell stated that he would like to have a Finance Committee meeting to review the investment policy. He will be reaching out to the Finance Committee to schedule a date. Page 77 presents the District's analysis of cash receipts. YTD and Monthly domestic user fees are considered reasonable based on timing of cash receipts and historical trends. The industrial user fees are considered reasonable taking into consideration a temporary increase in revenue from one industrial user. YTD facility and tap fees are above budgeted expectations due to receiving \$1.1 million in facility fees from three developers. Page 78 is an analysis of the District's Expenditures. O&M, Debt Service and Capital Projects expenditures are considered reasonable based on historical trends and timing of capital projects. Page 79 presents the MSD Variable Debt Service report for the month of December. The 2008A Series is performing better than budgeted expectations. As of the end of December this issue has saved the District rate payers approximately \$5.3 million in debt service since April, 2008. Mr. Kelly referenced Page 80 regarding the last sentence reading "MSD would pay \$3.4 million to terminate the existing Bank of America Swap Agreement" and asked what would have to happen to get that fee down to zero. Mr. Powell

stated that the Ten Year Treasury would have to go up roughly 150 basis points; it is now at approximately 2.56%. Ms. Manheimer asked if the tax bill affected the District's financing in any way. Mr. Powell stated that when the District went out for a new debt issuance they also took the last opportunity for refunding. With the current bill, the item that is really affected for issuing debt is advance refunding. The only debt that the District has for potential refunding would be the 2008A Series that has a swap. Because of it being variable in nature, that refunding would be a current refunding and all current refundings are tax exempt. It is only advance refundings that are considered taxable. Ms. Manheimer asked if we have done those in the past. Mr. Powell stated yes, that it depends on the nature of the market. He further stated that the reduction in the corporate rate will also have an impact on future debt issuances because of the 35% tax rate vs. 20%. As it stands now, the District took advantage of the market before those tax changes took effect. There was some discussion regarding why the change was put into tax legislation.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Watts moved. Ms. Wisler seconded the motion. Roll call vote was as follows: 10 Ayes; 0 Nays.

8. Old Business:

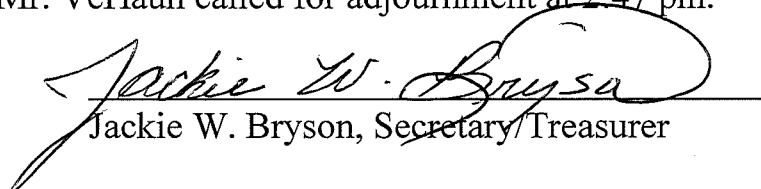
Ms. Manheimer reported that Representative McGrady has requested to come before the joint meeting of Buncombe County and Asheville to explain what he is trying to do with his Study Committee and dispel all of the misunderstandings. The County and City are working to schedule their joint meeting on March 13, 2018. They are going to ask Representative McGrady to come to this joint meeting and she asked that Staff and this Board might attend. When this meeting is confirmed in terms of the date and time, Ms. Manheimer is going to ask the rest of the Legislative Delegation to attend so that everyone is hearing the same thing at the same time. Representative McGrady will also be doing this for Henderson County at their Commissioner's Meeting. Ms. Manheimer will advise when the meeting date and time is confirmed.

9. New Business:

None.

10. Adjournment:

With no further business, Mr. VeHaun called for adjournment at 2:47 pm.


Jackie W. Bryson, Secretary/Treasurer

MSD

Regular Board Meeting

Metropolitan Sewerage District
of Buncombe County, NC

AGENDA FOR 1/17/18

✓	Agenda Item	Presenter	Time	
	Call to Order and Roll Call	VeHaun	2:00	
	01. Inquiry as to Conflict of Interest	VeHaun	2:05	
	02. Approval of Minutes of the December 20, 2017 Board Meeting	VeHaun	2:10	
	03. Discussion and Adjustment of Agenda.	VeHaun	2:15	
	04. Informal Discussion and Public Comment	VeHaun	2:20	
	05. Report of General Manager	Hartye	2:25	
	06. Consolidated Motion Agenda	Hartye	2:35	
	a. Consideration of Annual Meeting Dates FY2018	Hartye		
	b. Consideration of Budget Calendar FY2018-2019	Hartye		
	c. Consideration of Bids: Hendersonville Road @ Rosscraggon Drive Phase II	Hartye		
	d. Consideration of Bids: Jonestown Road	Hartye		
	e. Consideration of Contract for Design Survey: South French Broad Relief Interceptor	Hartye		
	f. Consideration of Developer Constructed Sewer System: Woodbridge Park	Hartye		
	g. Consideration of Procurement of Dump Trucks	Hartye		
	h. Consideration of Cell Tower Lease	Powell		
	i. Cash Commitment/Investment Report Month Ended November, 2017	Powell		
	07. Old Business:	VeHaun	3:00	
	08. New Business:	VeHaun	3:10	
	09. Adjournment: (Next Meeting 2/21/18)	VeHaun	3:15	
	STATUS REPORTS			

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT
December 20, 2017

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, December 20, 2017. Chairman VeHaun presided with the following members present: Ashley, Bryson, Creighton, Frost, Kelly, Pelly, Pressley, Root, Watts and Wisler. Manheimer was absent.

Others present were: Thomas E. Hartye, PE, General Manager; William Clarke, General Counsel; Forrest Westall with McGill Associates; Chuck McGrady, NC House of Representatives; Bill Lapsley and Marcus Jones with Henderson County; Mark Barrett, Asheville Citizen Times; Barry Summers, Save Our Water, WNC; Beth Jesek, City Resident; Ed Bradford, Scott Powell, Ken Stines, Mike Stamey, Darin Prosser, Hunter Carson, Matthew Walter, Jim Hemphill, Peter Weed, Angel Banks, Jason Capizzi, Tim Coates, John Gosnell, Mickey Roberts, 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 15, 2017 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the November 15, 2017 Board Meeting. Mr. Pelly moved for approval of the minutes as presented. Mr. Kelly seconded the motion. Voice vote in favor of the motion was unanimous.

4. Discussion and Adjustment of Agenda:

None.

5. Informal Discussion and Public Comment:

Ms. Frost reported at the opening of the meeting that Mr. Creighton is retiring from his position with Buncombe County and presented him with a retirement gift from the County Commissioners and County employees.

Mr. VeHaun reported that Robert Watts has been appointed to represent Black Mountain effective at this meeting and presented him with a gold plunger.

Mr. VeHaun welcomed Representative McGrady, Barry Summers and Beth Jesek; Bill Lapsley and Marcus Jones from Henderson County; and Mark Barrett with the Asheville Citizen Times. Mr. VeHaun then called for public comment.

Mr. McGrady reported that last year he passed a law that changed the number of seats Henderson County is allowed to have on this Board. The problem is that MSD is under a law of general application and other entities are also in that position. The question is how to make sure that Asheville doesn't lose any seats

Minutes

December 20, 2017

Page Two

while having Henderson County become part of MSD. Cane Creek Water and Sewer District in Henderson County is growing and actually serves two municipalities. The history of Buncombe County with its' municipalities is that it came together because there were a bunch of different sewer systems. MSD is the perfect example of something in government that works. The river is cleaner, the infrastructure is much better than it was when there were all of these little pieces. Henderson County has two relatively new cities, Mills River and Fletcher. Rather than everybody having their own sewer system, Henderson County provided it. The expectation and thought behind this was to treat Henderson County like Buncombe County. It made some particular sense because Mills River and Fletcher were there, they don't have sewer infrastructure but that was a conscious decision. Mr. McGrady stated that he introduced the bill and the law has changed from what was originally put in place. The City and its Mayor, the County Commission and its Chair, both knew what representatives were trying to do. He stated that he had no opposition to this bill, it cleared the House and Senate. The Cane Creek Water and Sewer District has now made application to merge with the District. Sewer should be handled on a regional basis and the political boundaries are not the way we should handle water or sewer but today this is just about the sewer. Mr. McGrady stated that in an earlier conversation, Mr. Pelly had asked what Mr. McGrady thought was in this for Asheville. Mr. McGrady stated that Henderson County is getting seats on the Board and its' sewer rates will be lowered but Henderson County is also giving up the sewer. The decisions regarding growth in South Buncombe and North Henderson will be made by this Board and Henderson County will be a part of this. He stated that he understands that the thought is that Henderson County may be over represented and that is not what he was trying to do. He was trying to solve the problem that Asheville had when the change to the law was made and stated that he is trying to treat the two counties the same. There was some basis given that there were these two other municipalities within Henderson County that were clamoring for some representation. The local governments are the ones that are affected. He stated that he wished Ms. Manheimer were here and would hope that she would verify his statements and he thought she would tell you that everything he has told her, whether it be sewer or water, he has done exactly what he said he would do, and will continue to do so. What he hopes to accomplish is to strengthen the regional sewer system here and not have Henderson County go off and do its' own thing at great cost. He further stated that MSD has the capacity and is doing a great job and is the ideal way this should be done in other parts of the state. He asks this Board to accept Henderson Counties' application. He further stated that he was previously on Town Council and a County Commissioner and knows that there is a history in the mountains of not always working together. He stated that he realized this was a leap of faith and was asking for some trust. This issue makes sense from a policy side and will help resolve other issues on the political side and he would really urge this Board to accept Henderson Counties application put before them today. Mr. Kelly asked if this does not go through, we are not going to stop treating their wastewater, why can Henderson County not continue to grow and send us their wastewater without having three members on this Board? Mr. McGrady stated that they could, that is a decision that County Commissioners will have to make at some point in the future. It doesn't make a lot of economic sense because Henderson County is paying a higher rate to have the wastewater handled by the District, than assuming

Hendersonville has the capital, to build their own plant. At some point in the future Henderson County and Buncombe County will again end up with different sewer systems sitting right up against each other. Mr. Kelly stated that he remembered when Mr. McGrady was a County Commissioner he came to a lot of the Board Meetings and he never heard a complaint from anyone about the District not treating the wastewater properly or a complaint about the District charging Henderson County too much, until this pitch that we are getting now. Mr. McGrady stated that Mr. Kelly was right about the first comment. Regarding the second comment, the complaint doesn't come to the Board but to the County Commissioners from the different areas. He stated that it wouldn't have done him any good as a County Commissioner to come to the Board with that issue and that he guessed that was another solution that could occur. Mr. McGrady stated that at some level all constituents need to feel like they are represented here. There were no further questions for Mr. McGrady.

Mr. Summers stated that he is a resident of Woodfin and that he is not opposed to Henderson County having representation on the MSD Board, it is a matter of fairness and if it lowers rates for Henderson County residents that's a good thing. If they are paying MSD and having their wastewater treated over the long term as they have been, he thinks it's fair that they have representation. He is bothered by the level of representation, the number of seats relative to the fairness of the number of accounts. He pointed out that during the 2013 debate or the previous Asheville Water Act, Henderson County insisted that they should get five seats on this Board, that three was not enough. To him that suggests a problem that everyone in both counties is aware of, the friction between the two counties and various political entities, the lack of trust. Henderson County said that they needed more seats than Asheville because Asheville has been dishonest, or not treated them well over the years. He stated that he thinks they would actually like to have more control over Buncombe County's infrastructure and that's a problem. He stated that Representative McGrady insisted that today we are only talking about sewer but in all of the public comments of his over the past year, he is linking the water and sewer together and they are in fact linked together. Decisions based on water and sewer are always going to be linked together. Over the past year, as Mayor Manheimer pointed out last month, Representative McGrady has gotten together a new study committee which is looking at water and sewer issues. The principal issue that they are looking at is whether regionalization is necessary. Regionalization was attempted with the water act, trying to force the City of Asheville to give up its water system to a larger organization. When the City of Asheville prevailed in the Supreme Court case, Representative McGrady was quoted as saying "there is more than one way to skin a cat". Over the past year he has pledged to go back and find a way to solve whatever problems he claims exist regarding Asheville's water. At the same time there has been a steady drumbeat of criticism against the City of Hendersonville. Very similar to the same criticism and comments and long term disagreements between Henderson County and Hendersonville. Representative McGrady has suggested and used the term "his nuclear option" of forcing them to give up their assets to a regional water and sewer system. He used the same language against Asheville and now he has a study committee that is charged with looking at precisely that. He stated that he would take Representative McGrady seriously when he says "I do what I say I am

going to do". Right now he is saying that he may try to create two county wide water and sewer systems. Who will be in charge of that, at this point who knows, but he thinks it's a fair guess that Henderson County is going to have quite a bit more say in running Buncombe County's water and sewer infrastructure than anyone imagines at this point. At this point this Board has an opportunity to say that the past decade of fighting over water and sewer needs to stop. The way you do that is today you put the Cane Creek expansion and the Henderson County appointees on indefinite hold until it can be determined that the Henderson County representative is not trying to seize assets as he has pledged to look at. There were no questions for Mr. Summers.

Mr. Lapsley reported that he had been tasked by his fellow Commissioners of Henderson County to act as liaison with the MSD Board, Representative McGrady and other members of legislature to deal with the issue before the Board today. He stated that many on this Board were not here 36 years ago when the Cane Creek Water and Sewer District (CCWSD) was formed. CCWSD was formed because in 1981, right after consolidation of all of the other systems with MSD, the MSD Board at that time determined it was necessary and important for MSD to extend an interceptor sewer line around the end of the Asheville Regional Airport. At that time there was a package waste water treatment plant in Buncombe County that discharged into a tributary of Cane Creek. In order to take that plant off line an interceptor sewer had to be extended around the airport, along the French Broad River and follow Cane Creek through Henderson County, back into Buncombe County to that treatment plant. Could MSD do that? No they could not do that without the approval of Henderson County. The jurisdiction of MSD under the legislation prohibited the MSD Board from having jurisdiction, obtaining easements and constructing sewer lines outside of their geographical service area. That service area did not include the northern part of Henderson County. MSD came to Henderson County and asked for permission to extend this gravity sewer line through the northern part of Henderson County what is now portions of the Town of Mills River and the Town of Fletcher. Those two municipalities did not exist in 1981, the area was all unincorporated. Henderson County Commissioners at that time, in negotiating the approval to extend that interceptor sewer line, with MSD there were several conditions that the two parties agreed to. One was that the interceptor sewer line would be available to some existing small packaged wastewater treatment plants in Henderson County to connect to, one of those at the old airport. When the new airport was built in the 1960's the old airport became an industrial park. Henderson County stepped up with their own monies at that time, when new industries were looking to locate there, and built a package sewer treatment plant there. This interceptor allowed that treatment plant to come off line. There were several others in this similar situation. MSD's capacity was very reserved and limited in 1981. Not only did MSD have a lot of infiltration and inflow but also a lot of users. Two of the largest users of MSD's system were Ball Glass and Gerber Baby Food Products. They were connected to the South Buncombe Interceptor and there was not a great amount of reserve treatment capacity in the MSD treatment facility. The Board was concerned that if they allowed Henderson County to extend sewer lines off of this interceptor, because of the nature of the topography in that area, that there was a good chance that there would be a number of new industries in that area which turned out to be a fact.

There is the development at the old airport, Sierra Nevada Brewing, Empire Distributing, Broad point Industrial Park, etc. The growth in that area of Henderson County has been phenomenal and those are all sewer customers. During the negotiation, there was concern that capacity would be eaten up by Henderson County customers. The second condition was that MSD put a limit of 1.35 MGD that could be generated in Henderson County and discharged into the system. Referring back to the question raised by Mr. Kelly, if the decision to merge was to be denied, CCWSD would then be faced with continuing with that limitation on the capacity that can be discharged into the system. Over the 36 years with all of the development we have had in Henderson County we are starting to bump up to that limit. CCWSD is going to be faced with either requesting MSD to allow additional volume or look for other means to handle wastewater treatment. Because of the conditions agreed to by the parties in 1981, Henderson County proceeded to create the CCWSD. That is an enterprise fund whose Board of Trustees are the Henderson County Commissioners. The County Commissioners have operated that system for over 36 years. Once that district was formed in 1981, Henderson County and the District applied for a multimillion dollar FMHA loan to build an extensive sewer collection system in the Fletcher area. That turned out to be a great catalyst for development in Henderson County and was probably the prime reason why the Town of Fletcher was incorporated. When that sewer collection system was built there were a number of package sewer treatment plants and industries in the area that were served by that collection system. Subsequent to that project in the 1980's, Henderson County and the District applied for Federal Grant monies which allowed it to extend the system into what is now the Town of Mills River. Sierra Nevada and all of the other industries located in that area would not have happened without the cooperation between Henderson County, the District Board and the extension of sewer service. Over the past 36 years the CCWSD has developed a substantial sewer collection system that now has over 4000 customers. He further stated that he has been told that as a group, CCWSD is the largest customer of the District as far as volume and revenue generated from all of the customers of the CCWSD on the MSD System. This is a substantial system. Over the years the issue of representation of these customers has been raised numerous times by Henderson County with discussions with the District Board. That occurred when Representative McGrady was a Henderson County Commissioner. It was turned down several times, mostly due to the State's General Statutes and what was required regarding organizations that were established under the Metropolitan Water and Sewer District General Statutes. Henderson County understood that and understood that it limited representation on the governing body to municipalities and counties that were inside boundaries of the designated service area. Henderson County understands that an act was required from the Legislature to modify those statutes. The merger of these systems was brought up again in 2013 and was included in legislation sponsored by then State Senator Apodaca and Representative McGrady. The legislation included this merger of the CCWSD with MSD along with the City of Asheville's water system all contained in one piece of legislation. City of Asheville initiated litigation against this matter and it was resolved in their favor approximately a year ago by the North Carolina Supreme Court. As stated by Mr. Hartye in 2013 and in the last few months, this merger of the CCWSD into MSD was reported favorably by Staff to this Board. In April of this year in the earlier stages of the 2017 General Assembly Session,

Representative McGrady held a briefing with a local legislative delegation and local elected officials from the City of Asheville, Henderson County and the City of Hendersonville to announce that he would introduce “two separate bills” related to water and sewer issues which could impact these local governing bodies. The first bill which he proposed was labeled House Bill 718 and would be directed to deal with revenues collected by local government utilities and transferred to their general funds. That is the study commission issue that was mentioned earlier. The second bill which he proposed was House Bill 764 which was directed specifically to amend the general statutes related to MSD’s across the State. MSD of Buncombe County is not the only MSD impacted by this legislation. Those amendments would allow the merger of CCWSD into MSD’s system subject to the MSD Board’s addition of representatives from Henderson County. House Bill 764, the merger bill, was approved by the House 118/2. Voting aye for that bill were the representatives from Buncombe County (Ager, Fisher and McGrady). In the Senate, the vote was 43/0. Voting aye for that bill was Senator Van Duyn and Senator Edwards. Mr. Lapsley stated that during the April/May time frame this year, he personally discussed this matter with Mr. VeHaun on a number of occasions and he reported that there was no objection from MSD Board Members that he was aware of. During the same time period neither Representative McGrady nor Henderson County heard any objections from Mayor Manheimer or Asheville City Council about this merger bill. Regarding House Bill 718, the study of rates and transfers from public enterprises, that bill was approved by the House 119/1. Voting aye for that bill were Representatives Ager, Fisher and McGrady. It was submitted to the NC Senate and passed its first reading but time ran out. The final bill was included in the State budget and passed so that bill was approved with the budget bill. Henderson County is aware of the fact that the City of Asheville has concerns about what may come out of House Bill 718, which creates a legislative study commission to study issues related to water and sewer matters. What took Henderson County by surprise was Mayor Manheimer’s position at the November Board Meeting that somehow the approval of the merger bill, House Bill 764, should be linked to the work done under House Bill 718. Henderson County would submit to you that these are two separate items and should not be linked together. If this Board turns down this merger, the Henderson County Board of Commissioners will have to take another long term look at sewer service in the Northern part of Henderson County. There was preliminary engineering work done as Representative McGrady alluded to back in the 2011 time frame about the feasibility of constructing a new wastewater treatment plant to serve strictly the CCWSD. If that were to happen those 4000 plus customers would be disconnected from the MSD system which makes no sense economically or politically for Henderson County to have to do that. If it comes to the question of allowing future development in the Northern part of Henderson County and to protect the interest of the Towns of Mills River and Fletcher, then Henderson County will have to seriously consider that option. He stated that it is unfortunate for Henderson County that this issue seems to be mulled in a political debate and he would hope that this Board would take it on its’ own merits and decide in favor of the merger of CCWSD with MSD. Mr. Pelly referenced the agreement which allowed Henderson County up to 1.35 mgd and asked how close to that cap they were at this time. Mr. Lapsley answered that they were probably around 900,000 mgd, but one additional industry coming in could easily put them right at that limit. Mr.

Kelly asked if the CCWSD handled water anymore. Mr. Lapsley stated that Henderson County established the Henderson County Water & Sewer District under the State General Statutes which allows it to operate and maintain a water system or a sewer system. Over the years the County has never chosen to operate a water system. Mr. Kelly stated that his point is that Henderson County does not have a water system that CCWSD operates. Mr. Lapsley stated that is correct. Mr. Kelly stated that the agreement to treat wastewater was done in 1988 or so and has been amended two times since then, if Henderson County wants more capacity, what is to keep you from asking MSD for permission to go above the 1.35 mgd. Mr. Lapsley stated nothing. There were no further questions for Mr. Lapsley.

Ms. Jeseck stated that she is a citizen of Asheville and stated that she has no problem with the merger but her concern and question would be why 7% of the customers, Henderson County, feel that they need three seats on the MSD Board. During the conversations she heard that this should not be treated politically but that, to her, is very political. There has to be another reason for them to want three seats, perhaps for future justification or future growth in Henderson County, Asheville is growing very rapidly as well and again it wouldn't make sense that they have that many seats. There has to be another motivation and she would also see it as a future opportunity to gain more strength on the Board and eventually lead to once again, a fight for Asheville's water.

There was no further public comment.

6. Report of General Manager:

Mr. Hartye reported that the annual NC AWWA-WEA Conference was held last month in Raleigh. Three MSD employees were recognized at the awards ceremony.

Jason Capizzi was awarded the Outstanding Wastewater Collection Operator of the year. Jason has worked his way up through the ranks at MSD and has become Ken Stines right hand man. Jason is one of the most conscientious employees here at the District and has brought MSD from being a reactive maintenance to a preventative maintenance type of group. Jason is one of those employees that is here on week-ends, nights and holidays. When there is a critical emergency for MSD he is usually involved in one way, shape or form. Congratulations to Jason Capizzi.

John Gosnell and Mickey Roberts were part of the first class to graduate from the NC AWWA-WEA professional development initiative Academy. This is a school that goes above and beyond their technical certifications which they both have and helps to develop them into future leaders in the water and wastewater industry. Congratulations to John Gosnell and Mickey Roberts.

Mr. Hartye reported that MSD and the Town of Black Mountain received matching grants from the Golden Leaf Foundation and US Department of Commerce EDA for \$827,580 each for a total of \$1,655,160. These grants were awarded to install water and sewer facilities for Avadim Technologies at the Black

Mountain Commerce Park. This involves the installation of 2,340 feet of 8” and 12” public wastewater lines to serve the development which will be assumed by MSD for ownership and maintenance. Mr. Hartye reported that this is another job that Mr. Creighton was involved with and did a great job. Congratulations to Mr. Creighton, Mr. Bradford and MSD’s engineering staff for providing timely support to this effort.

The next regular Board meeting will be held on January 17, 2018 at 2 pm. The next Right of Way Committee meeting will be held on January 24, 2018 at 9 am.

7. Consolidated Motion Agenda:

a. Consideration of Bids: Hendersonville Road @ Blake Drive Sanitary Sewer Rehabilitation Project:

Mr. Hartye reported that this project is located in South Asheville and consists of approximately 1,090 LF of 8-inch HDPE and will be installed by pipe bursting the existing line. The project was informally advertised and one bid was received on November 30, 2017. The project was re-advertised and again, one bid was received on December 8, 2017 as follows: Terry Brothers Construction Company in the amount of \$164,152.00. Terry Brothers has completed numerous MSD projects and their work quality is excellent. The FY 17-18 Construction Budget for this project is \$220,000.00. Staff recommends award of this contract to Terry Brothers Construction Company in the amount of \$164,152.00, subject to review and approval by District Counsel.

b. Acceptance of Developer Constructed Sewer System: Long Shoals Village Phase 2:

Mr. Hartye reported that the project included extending approximately 332 linear feet of 8-inch gravity sewer to serve the commercial development.

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

c. Consideration of Procurement of Rodder Truck:

Mr. Hartye reported that it is MSD policy to annually evaluate the condition of our fleet vehicles and consider parameters such as age, miles, vehicle hours on equipment and potential repair costs. At the March 9, 2017, Fleet Replacement Committee meeting, the members recommended replacing the current rodder truck after 16 years of service. MSD as a local government is allowed to purchase from suppliers who are selected through a group purchasing program. National Joint Powers Alliance is one such group purchasing program. Rodders & Jets of Sumter, SC, submitted a bid of \$114,060.77, which offers a savings to MSD of over \$5,000.00 from regular dealer pricing. \$130,000.00 was budgeted for this item in the FY17-18 Fleet Replacement Fund. Staff recommends that the bid from Rodders & Jets be

awarded in the amount of \$114,060.77

d. Cash Commitment/Investment Report Month ended October, 2017:

Mr. Powell reported that Page 24 presents the makeup of the District's Investment Portfolio. There has been no change in makeup of the portfolio from the prior month. Page 25 presents the MSD investment managers report for the month of October. The weighted average maturity of the investment portfolio is 105 days. The yield to maturity is 1.14% and exceeds the benchmark of the North Carolina Capital Management Trust government portfolio. Page 26 presents the MSD analysis of cash receipts. Domestic User Fees are considered reasonable based on the timing of the cash receipts and historical trends. Industrial User Fees are considered reasonable taking into consideration a temporary increase in revenue from one industrial user. Facility and Tap Fees are above budgeted expectations due to receiving \$1.1 million from three developers. Page 27 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 28 presents MSD's Variable Debt Service report for the month of November. The 2008 Series bonds are performing better than budgeted expectations. As of the end of November the issue has saved the District rate payers approximately \$5.2 million in debt service since April, 2008. There were no questions pertaining to this item.

e. Consideration of Auditing Services Contract:

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 2018 engagement Cherry Bekaert proposed a fee of \$47,000.00. Staff recommends approval of the FY 2018 audit contract to Cherry Bekaert. Ms. Wisler asked how long they have been the District's auditors. Mr. Powell stated that they have been the District's auditors since 2003. In 2016 the District sent out request for proposals and they were again selected from four firms who submitted requests. Mr. Powell stated that they are heavily entrenched in utility audits in the State of North Carolina as well as governmental audits. Mr. Clarke stated that Cherry Bekaert also has an internal procedure where they rotate their partner every three years. Mr. Powell reported that Matthew Socha, who was here last month presenting the audit, was the manager of the District's engagement and now he is the partner. There were no further questions regarding this matter.

Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Ms. Frost moved. Ms. Wisler seconded the motion. Roll call vote was as follows: 11 Ayes; 0 Nays.

8. Consideration of Merging Cane Creek Water and Sewer District with MSD:

Mr. Hartye reported that at the August 16 regular Board Meeting Henderson County representatives expressed their desire to have CCWSD consolidate with

MSD. The MSD Board asked the Planning Committee to evaluate and make a recommendation to the full Board. MSD staff has performed some “due diligence” analyses in the last few weeks. These analyses confirm findings from 2010 and 2013. Those analyses show that, considering all operations, assets, and liabilities, the impact to MSD would be minimal and have no rate implications. In short the real winners are the CCWSD customers. Their bill would be reduced down from about \$39 month to \$31 month, which is consistent with what customers in the rest of the District pay. Planning Committee made a recommendation to the full Board to approve the draft resolution that is attached. The Board then asked that all of this information be sent out to the member agencies for their input and to bring a vote on the resolution to this meeting. Mr. Pelly stated that his feeling was that the Board does want to continue to serve and help Henderson County and fulfil the terms of the agreement and he would be open to re-negotiating that agreement to expand the service provided. He further stated that he does have a concern about the representation, for 7% of the customer base to have 20% of the vote. If Asheville had the same proportion of representation proposed for Henderson County, Asheville would have 25 seats on this Board. Mr. Pelly stated that he would vote against this because he felt we needed to come back together with a more balanced representation. Mr. Ashley stated that himself and the commissioners in Montreat have significant reservations because of the representation proposed of three members and will not be voting for this. Ms. Frost stated that she thought everyone was open to continued discussions but it seems unfair that the scale would be very tipped if Henderson County were given three seats on this Board. Mr. Root stated that as to the representation issue, one thing he thinks MSD has made remarkable success on, in astounding contrast to water issues, is MSD has been a very de-politicized body. The District is a very businesslike operation, extending sewer, not making political decisions, has been a remarkable success story. This Board was given these numbers, the various representation municipalities vs. customer and the fact of the matter is that those numbers are totally out of skew for those on this Board right now. There is not proportionate representation right here, various folks have cut various deals at various times. Mr. Root stated that he is not terribly stunned that crossing the county line that there would be a particular number assigned to that county that would not necessarily match up, therefore, that does not keep him from voting for this. He stated that he does have a lot of concern about the water issue and thinks it has to be watched very carefully going forward but he does think that this issue is in line with what MSD has been doing for the last 35 years. He does respect other opinions and it doesn't bother him at all what other folks are saying and he will vote for this. Ms. Bryson stated that she liked Mr. Ashley's comments and that Woodfin Sanitary Water and Sewer also expressed concern about the number of representation requested.

Mr. VeHaun called for a motion regarding this issue. Mr. Pelly made the motion to deny the adoption of the resolution to provide for the inclusion of the sewer system of the Cane Creek Water and Sewer District into the Metropolitan Sewerage District of Buncombe County. Ms. Wisler seconded the motion. Roll call vote was as follows: 10 Ayes; 1 Nays.

9. Old Business:

None

10. New Business:

None

11. Adjournment:

With no further business, Mr. VeHaun called for adjournment at 3:03 pm.

Jackie W. Bryson, Secretary/Treasurer



MEMORANDUM

TO: MSD Board
FROM: Thomas E. Hartye, P.E., General Manager
DATE: January 12, 2018
SUBJECT: Report from the General Manager

- Construction Update

Mike Stamey and Ed Bradford will give the Board an update on construction projects for both in-house and contracted crews.

- Kudos

- Tony Holland of 25 Noel Lane, Black Mountain called in to let MSD know how great Mike Rice, Jamie Foxx and McKinley's crew were – very happy with the work done and were very nice men. Thanks also to Brandon Flynn, Grayson Hensley and Carl Ellington.
- Ms. Severse of 26 Deaver Circle expressed her appreciation of MSD crews that were “amazing and so nice and friendly.” Thanks to Lee Plemmons and Chris Johnson.
- Pam with Bayshore at 29 Melton Dr. complimented Mike Rice and Jamie Foxx on how thorough and nice the gentlemen were in the way they handled everything.

- Press

Attached are articles and commentary regarding the Cane Creek WSD consolidation issue.

- Board/Committee Meetings/Events

Mary Alice Hunter or “Myrt” will be retiring after 26 years of serving as a big sister/mother to **all** who work at MSD. She will be sorely missed. We will celebrate her retirement at the Woodfin Community Center at 3pm on January 24th. The next Right of Way Committee meeting will be held on January 24th, 2018 at 9 am. The next Regular Board Meeting will be held on February 21, 2018 at 2 pm.



Local officials disappointed in sewerage board's 'politicized' decision

By Derek Lacey

Times-News Staff Writer

Posted Dec 23, 2017 at 12:21 AM

Updated Dec 23, 2017 at 12:36 AM

Henderson County officials are expressing surprise and disappointment after a move to consolidate its sewer utility with Buncombe County's was overwhelmingly voted down Thursday, halting a move that could have dropped rates for county sewer customers significantly.

At its meeting Thursday, the Board of Directors of the Metropolitan Sewerage District of Buncombe County voted 10-1 not to absorb Henderson County's Cane Creek Water and Sewer District. The board said the proposed three additional seats that Henderson County would gain are too many.

The 12-member board would have been expanded to 15 under the proposal, with the Henderson County Board of Commissioners tasked with appointing those three members.

Commissioner Bill Lapsley said the plan was to appoint among those three one from Fletcher and one from Mills River, much the same structure as the current MSD board, which includes three representatives from the city of Asheville, three from Buncombe County, and one each from Weaverville, Montreat, Woodfin, Biltmore Forest, Black Mountain, Weaverville and the Woodfin Sanitary Water and Sewer District.

"Extremely dissatisfied would be a fair characterization," Lapsley said.

State Rep. Chuck McGrady echoed that feeling, saying, "I'm very disappointed by the vote."

McGrady was the primary sponsor of legislation passed earlier this year that paved the way for Cane Creek to join with MSD. He said he spoke previously with Asheville Mayor Esther Manheimer and the Buncombe County Board of Commissioners chair, with no objections.

The move would have saved Cane Creek Sewer customers as much as 30 percent in rates, as the almost 4,000 customers of Cane Creek are now charged for collection by both MSD and Cane Creek. If the merger would have gone through, Cane Creek would essentially have ceased to exist, along with its charges for

collection.

Scott Powell, finance director for MSD, reported in June that MSD serves about 54,500 customer accounts, covering a population of about 130,000 people.

In his opinion, McGrady said, the most noteworthy part is that the staff recommendation was to accept Cane Creek, and that the MSD Board's planning committee that looked at the merger recommended approval, including some of those members who voted against it.

"(It) got politicized," he said, "Frankly, from my perspective, it's typical behavior, and people wonder why we can't seem to work together on a range of issues: transportation, water, sewer."

Lapsley noted that the Buncombe County representatives in the state General Assembly, including all three House representatives and Sens. Terry Van Duyn and Chuck Edwards, voted in favor of the bill, which passed 43-0 in the Senate and 118-2 in the House.

That's why he says he believes the number of seats wasn't the main issue, but that another bill played a role. That bill was also sponsored by McGrady, and would create a commission to study public enterprises like water and sewer.

Lapsley said he made a plea at Thursday's meeting that the two bills were separate issues and asked the board not to mix them.

"It's just unfortunate and just continues to sour the relationship between Henderson County and the local governments in Buncombe County," Lapsley said.

But the MSD Board contends Henderson County's representation on the board would have been disproportionate to the number of customers that would actually be served by MSD in Henderson County.

If the merger had gone through, three of the 15 members, or 20 percent of the board, would have been Henderson County representatives, while only about 7 percent of the customers would have resided there.

M. Jerry Vebaun, chair of the MSD board, said the board had no logistical or operational concerns with treating Cane Creek's sewer, which it already does. "We just felt like if you looked at the percentage, the amount of wastewater and sewage we'd be treating was not compatible with them having three (board members)."

Had that number been one or two, Vebaun says the board would likely have taken another look at the proposal.

The problem with changing the number of Henderson County seats that would be added to the MSD board is that the legislation that made the merger possible applies statewide, McGrady said; he treated Henderson County just like Buncombe County.

If the bill were to set the representatives at two instead, then Buncombe County would lose one, he said. He said he understands the essentially per-capita argument, though he noted there are some smaller municipalities that have one or two votes and are also disproportionate to their per-capita representation.

But some, including Lapsley, think another motive was behind the board's vote — the legislation sponsored by McGrady to form a study committee to look at aspects of public enterprise services, especially water and sewer.

The bill, House Bill 718, would establish a “Legislative Research Commission” to research several points, including fees and services, accounting controls, requirements to monitor aging infrastructure, and possible legislation that may be needed to ensure proper funding for infrastructure maintenance and repair, “including whether regionalization could facilitate financially healthy systems with lower fees and charges to customers.”

McGrady says he does think it played into the vote.

“If they want to vote based on fear, (I) guess they can do that,” he said.

He's assured them over and over that they shouldn't worry about the study committee, but they do, he said. He added that there seems to be a lot of anxiety, and he doesn't think there should be.

Barry Summers, an active member of Save Our Water WNC, said he spoke up at the MSD Board meeting Thursday. He said that while he's not against the merger, he urged MSD to put the decision on hold until it could be shown that Henderson County representatives aren't trying to gain an inordinate amount of control over Buncombe County's infrastructure, given the history there.

He noted that Dec. 21 marks exactly a year since the state Supreme Court decision that ruled unconstitutional a 2013 attempt to move Asheville's water system to a regional authority.

Summers said it's important to remember that MSD will continue its current contract with Henderson County.

Lapsley said that while he doesn't think the issue is dead as far as Henderson County is concerned, there's nothing more they can do and the final decision is in the hands of the MSD board.

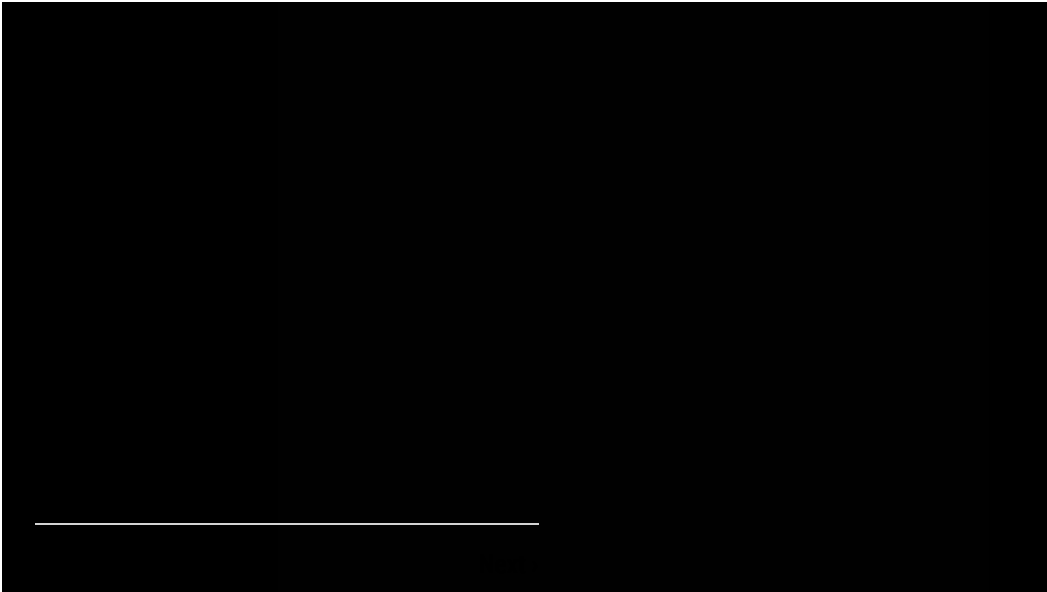
“For the foreseeable future, nothing will change. What the long-term ramifications are to long-term growth and development in the northern part of the county are still up in the air,” he said. “If MSD doesn’t allow customers in Henderson County to have a seat at the table, they may choose to do something detrimental to Cane Creek,” whether that’s in rates or policies.



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Water battle helps stop Buncombe-Henderson sewer merger

Mark Barrett, mbarrett@citizen-times.com

Published 5:40 p.m. ET Dec. 20, 2017 | Updated 9:20 a.m. ET Dec. 21, 2017



(Photo: Courtesy Metropolitan Sewerage District)

WOODFIN – The utility that treats sewage in Buncombe County shot down Wednesday a proposal to take in northern Henderson County with its leaders saying proposed terms of the merger were unfair.

The vote, said a Henderson County commissioner afterward, was a sign that mistrust that developed during a failed effort by the state General Assembly to give the Asheville water system to the Metropolitan Sewerage District has not ended.

The MSD board voted 10-1 not to proceed with plans to add Cane Creek Water and Sewer District. Cane Creek serves about 3,700 customers in Fletcher, Mills River and some nearby areas.

The decision ends for now the possibility that Cane Creek customers would see a significant drop in their sewer rates and could signal another round of disputes between officials in Buncombe and Henderson counties.

The sticking point raised in Wednesday's meeting of the MSD board was the number of board members that would be appointed by Henderson County commissioners.

Legislation sponsored by state Rep. Chuck McGrady, R-Henderson, and passed earlier this year would give Henderson three of the expanded board's 15 members.

That would mean 20 percent of the board's members would be appointed by Henderson County even though only about 7 percent of its customers live there.

Board members representing the governments of Asheville, Biltmore Forest, Buncombe County, Montreat and Woodfin Sanitary Water and Sewer District said that's a concern.

As proposed, the merger "would create an imbalance on the board here," said board member Chris Pelly, a former Asheville city councilman.

He said he is open to a merger with a more balanced board.

McGrady appeared at Wednesday's meeting to urge approval of the merger.

"Sewer ought to be handled on a regional basis and these political boundaries we have I don't think are the way we ought to handle sewer -- or water for that matter, but we're just here about sewer," he told the board.

Cane Creek owns sewer lines in its district that carry wastewater to MSD's system. MSD treats it under a contract with Henderson County and has enough capacity at its Woodfin treatment plant to handle far more.

Glenn Kelly, Biltmore Forest's representative on the board, asked McGrady why that arrangement couldn't continue "without (Henderson) having three members on this board."



Rep. Chuck McGrady (Photo: N.C. House)

It could, McGrady said, but the current arrangement has problems. One is that Cane Creek customers pay more for sewer than MSD customers do.

MSD's top employee has said the average Cane Creek residential customer would save \$8 a month if a merger goes through. MSD staff supported the move, saying it would have little impact on the utility's operations.

Another problem McGrady listed is that Cane Creek customers have no say in the body that handles the district's sewage.

"At some level ... I think constituents need to feel like they're represented here," he said.

McGrady was a key supporter of the 2013 law that would have handed the Asheville water system over to MSD without compensation. The state Supreme Court [struck it down](#) ([/story/news/local/2016/12/21/asheville-keeps-control-water-system-court-rules/95702990/](#)) as unconstitutional in 2016.

Barry Summers, a local activist who opposed the water transfer, said the MSD should delay a decision on the sewer merger until it is sure that a legislative study commission on regionalization of water and sewer service McGrady helped create is not a veiled attempt to take control of the Asheville system away from the city.

He cited previous statements by McGrady during the legal battle over the water system that, "There's more than one way to skin a cat," if the law were overturned.

McGrady said afterward that there is no connection between creation of the study commission earlier this year and control of the Asheville water system. He called that theory "crazy."

Henderson County Commissioner Bill Lapsley said the proposed structure of the board would mirror the way it is chosen now. Each small town in Buncombe County and the Woodfin district has one member on the board and Asheville and Buncombe County have three each.

Henderson commissioners would appoint one MSD board member from Fletcher, one from Mills River and one to represent unincorporated areas, he said.

Lapsley [said a merger would benefit](#) ([/story/news/local/2017/11/29/henderson-wants-keep-sending-sewage-buncombe-msd-may-agree/903086001/](#)) both sides and that the debate over the Asheville water system affected Wednesday's vote. He said he does not know what action Henderson County will take now.

Under a merger, "We should have some representation on the board. You can argue whether it's one seat or two or three. That's debatable," he said.

Pelly said perhaps the law could be rewritten to give Henderson County fewer seats.

McGrady said that would be difficult because the law setting up the merger process applies statewide.

A previous version of this story gave an incorrect total for the number of members an expanded Metropolitan Sewerage District would have.

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THE REPORT CARD

The Report Card issues grades A through F, and incompletes where necessary, to a variety of news items in this space. Got an idea that makes the grade? Email cblake@citizentimes.com.

F to Buncombe County officials who refuse to release financial records related to the federal investigation of former County Manager Wanda Greene. “The North Carolina public records law couldn’t be more clear than what it is,” said Jonathan Jones of the North Carolina Open Government Coalition. “North Carolina public records remain public record even when it becomes subject to a criminal investigation.” Nevertheless, county officials repeatedly have denied requests by the Citizen Times since the inquiry became public knowledge in August.

A to the newly-installed Asheville City Council, the most diverse in the city’s 220 year history. Two of the seven members are African-American and a third is Asian-American. Four are women. Asheville is a diverse city and this council is well-positioned to bring diverse viewpoints to the debate. We do not want council members to be parochial, and we do not expect these council members will be. But they will be able to offer perspectives that others, no matter how empathetic they may be, cannot fully understand.

F to conduct that has marred recent high school basketball games in Western North Carolina. Polk County High School forfeited one game and canceled another after incidents at games with North Henderson and Landrum. Three North Henderson students have been disciplined for “inappropriate conduct” during the Polk game. A Polk teenager has been charged with assault after the Landrum game. In an unrelated matter, West Henderson coach Joey Bryson has been accused of shoving a North Henderson player during a game.

A to yet another top ranking for Asheville , as one of the nation’s best Romantic Sites for a Winter Getaway, as rated by TripAdvisor. “First stop in Asheville should be the elegant Biltmore House and gardens, where the two of you can tour at your leisure,” the online service says. “Toward Christmas time, you can step up the romance with a festive candlelit evening here. Nearby Craggy Gardens is a popular spot for hiking and incredible mountain views. In town, there’s a great live music scene to enjoy with a drink at the end of the day.”

F to the continued friction between Buncombe and Henderson counties, as demonstrated most recently when the Metropolitan Sewerage District board voted down a plan to add representation from northern Henderson County to its board, a move that would lower rates for those customers. As open space between Asheville and Hendersonville disappears, the two counties are increasingly becoming a single urbanized area, and they need to work together. An equitable resolution of the sewerage issue would be a positive step that should be pursued.

A to yet more recognition that Western Carolina University and UNC Asheville are both affordable and excellent. Kiplinger’s has ranked both among the top 100 public colleges in the U.S. The organization bases its rankings on a number of factors including academic quality, affordability, competitiveness and graduation rates. Western Carolina ranked No. 48 for out-of-state residents and No. 58 for in-state residents. UNC Asheville was No. 61 for in-state – including the ninth-lowest cost per year – and No. 71 for out-of-state residents.

F to U.S. Sens. Richard Burr and Thom Tillis and U.S. Reps. Patrick McHenry and Mark Meadows for casting crucial votes in favor of the grotesquely unfair federal tax bill. The measure, based ostensibly on the

**METROPOLITAN SEWERAGE DISTRICT
ANNUAL MEETING DATES
2018**

BOARD MEETINGS – 2:00 PM

January 17

February 21

March 21

April 18

May 16

June 13

July 18

August 15

September 19

October 17

November 21

December 19

COMMITTEE MEETINGS - (See Budget Calendar)

Planning Committee - As needed by notice.

Right of Way Committee - 4th Wednesday of each month at 9 a.m. No meeting in December.

Personnel Committee - As needed by notice. (See Budget Calendar)

Finance Committee - As needed by notice (See Budget Calendar)

CIP Committee - Annual – (See Budget Calendar)

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

Meeting Date: January 17, 2018
Submitted By: Thomas E. Hartye, PE., General Manager
Prepared By: W. Scott Powell, CLGFO Director of Finance
Subject: Adoption of Budget Calendar – FY2018-2019

Background

The District's budget process must satisfy requirements in the North Carolina General Statutes as well as the 1999 Amended and Restated Bond Order. NC statutes require an annual balanced budget ordinance based upon expected revenues, along with a budget message to be presented to the governing board no later than June 1. Thereafter, the budget must be adopted no earlier than 10 days after the budget is first presented to the Board and not later than July 1. The Bond Order calls for the budget to be adopted by the Board on or before June 15.

Discussion

The attached budget calendar is designed to allow for input by all stakeholders into a systematic and deliberate process. Time between committee and board meetings has been scheduled to prepare and distribute agenda items, including preparation time for any revisions requested to be presented at a subsequent meeting.

The Finance Committee meeting to discuss the proposed budget is scheduled for May 3rd with the expectation that fairly firm estimates of health and other insurance renewal care costs will be available by the middle of April.

This calendar is a guide and committee meetings may be added and/or rescheduled as necessary to accommodate the Preliminary Budget being presented on May 16 and the Final Budget being adopted on June 13.

Fiscal Impact

None.

Staff Recommendation

Approval of the proposed Budget Calendar.

Action Taken

Motion by:

to

Approve
Table

Disapprove
Send to Committee

Second by:

Other:

Follow-up required:

Person responsible:

Deadline:

Budget Calendar FY 2019

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DATE	TIME	SUBJECT
April 24	9:00 a.m.	Personnel Committee Meeting
		<ul style="list-style-type: none"> Cost of Living & Merit Pay Benefit Allocations
April 26	8:30 a.m.	CIP Committee Meeting
		<ul style="list-style-type: none"> Update of Ten-Year Capital Improvement Program Update Construction Program Financing 2018-2019 Construction Fund Budget
May 3	9:00 a.m.	Finance Committee Meeting
		<ul style="list-style-type: none"> Nine Month Revenue/Expenditure Report Self-Funded Medical & Dental Program Proposed FY19 Construction Fund Budget Proposed FY19 Operating Budget & Sewer Rates
May 16	2:00 p.m.	Board Meeting
		<ul style="list-style-type: none"> Preliminary FY19 Budgets & Sewer Rates
June 13	2:00 p.m.	Board Meeting
		<ul style="list-style-type: none"> Public Hearing Adoption of FY19 Budgets & Sewer Rates
July 1		Start of Fiscal Year 2018-2019

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: January 17, 2018

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

PREPARED BY: Ed Bradford, P.E. - Director of Engineering
Owen Herbert, P.E. - Project Manager

SUBJECT: Consideration of Bids: Hendersonville Road @ Rosscraggon Ph. II Sanitary Sewer Rehabilitation Project, MSD Project No. 2009150

BACKGROUND: This project is located in south Asheville, near Lake Julian and Linamar. It consists of replacing problematic 6-inch through 12-inch lines of various pipe materials, which are in poor structural condition and have caused numerous problems over the years.

The total project length is 4,118 LF. It is comprised of 1,683 LF of 8-inch DIP, 1,299 LF of 8-inch HDPE installed by pipe-bursting, and 1,136 LF of 12-inch DIP.

The project was advertised and two bids were received on December 19, 2017. The project was therefore re-advertised and two bids were again received on January 4, 2018 in the following amounts:

<u>Contractor</u>	<u>Bid Amount</u>
1) Dillard Excavating Co.	\$1,685,415.00
2) Terry Brothers Const. Co.	\$1,258,010.80

The apparent low bidder is Terry Brothers Construction Co. with a bid amount of \$1,258,010.80. Terry Brothers has completed numerous MSD sewer rehabilitation projects, and their work quality has continued to be excellent.

Please refer to the attached documentation for further details.

FISCAL IMPACT: The FY17-18 Construction Budget for this project is \$1,433,669.00.

STAFF RECOMMENDATION: Staff recommends award of this contract to Terry Brothers Construction Co. in the amount of \$1,258,010.80, subject to review and approval by District Counsel.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA

Hendersonville Road @ Rosscraggon Sewer Rehabilitation, Phase 2

Project No. 2009150

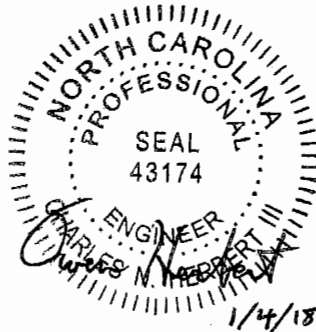
BID TABULATION

January 4, 2018

BIDDER	Bid Bond	MBE Form	Bid Forms (Proposal)	TOTAL BID AMOUNT
Dillard Excavating Company Pelzer, SC	5%	1	Yes	\$1,685,415.00
Terry Brothers Construction Company Leicester, NC	5%	1	Yes	\$1,258,010.80

APPARENT LOW BIDDER

Charles N. Herbert, III, P.E.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 4th day of January, 2018, 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. This project was originally scheduled to bid on the 19th day of December 2017. Only 2 bids were received; therefore the project was re-advertised and bids were opened on January 4th.

Interoffice Memorandum

TO: Tom Hartye, General Manager

FROM: Ed Bradford, CIP Manager
Owen Herbert, Project Manager

DATE: January 9, 2018

RE: Hendersonville Rd. @ Rosscraggon Dr. Ph. II, MSD Project No. 2009150

The Hendersonville Rd. at Rosscraggon Dr. Phase II Sewer Rehabilitation project is located in South Asheville. It begins at Hendersonville Road (US 25) near the Progress Energy Substation on Lake Julian, then runs northeast and forks into two different branches. It crosses under the railroad in three different locations. A portion of this system was rehabilitated several years ago, as indicated on the budget map.

These lines are in poor structural condition, which has triggered a large number of SSO's, CSRs, flooded structures, and manhole overflows. The existing lines have a high Pipe Rating of 68 due to their poor condition.

The project consists of the rehabilitation of existing 6-inch through 12-inch lines of various materials using pipe bursting, borings, and traditional dig and replace methods. Approximately 1,136 LF of 12-inch line and 2,982 LF of 8-inch line will be replaced for a total project length of 4,118 LF. The Pipe Bursting portion is 1,299 LF of 8-inch HDPE.

On December 19, 2017, two sealed bids were received at 2:00 pm. The project was therefore re-advertised for another opening on January 4, 2018. Two bids were again received, and the results were as follows:

<u>Contractor</u>	<u>Bid Amount</u>
1) Dillard Excavating Co .	\$1,685,415.00
2) Terry Brothers Const. Co.	\$1,258,010.80

The apparent low bidder is Terry Brothers Construction Co., Inc. with a bid amount of \$1,258,010.80. The FY 17-18 construction budget for this project is \$1,433,669.00.

Terry Brothers Construction Co. has an extensive history completing District rehabilitation and replacement projects with excellent workmanship and quality.

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

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

BUDGET DATA SHEET - FY 2017 - 2018

PROJECT: Hendersonville Rd. @ Rosscraggon Ph. 2	LOCATION: Arden
TYPE: General Sewer Rehab.	PIPE RATING: 68
PROJECT NO. 2009150	TOTAL LF: 4,163
PROJECT BUDGET: \$1,711,249.00	PROJECT ORIGIN: SSO's, Access, Line condition

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/16	EST. COST JAN - JUNE 2017	BUDGET FY 17-18
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN	\$31,580.00	\$31,580.00		
55330 - DESIGN				
55340 - PERMITS	\$48,000.00	\$5,106.00	\$42,894.00	
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS	\$28,000.00	\$11,000.00	\$17,000.00	
55370 - LEGAL FEES	\$22,000.00	\$17,556.00	\$4,444.00	
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$130,000.00	\$67,495.00	\$37,505.00	\$25,000.00
55400 - APPRAISAL	\$3,500.00			\$3,500.00
55410 - CONDEMNATION	\$10,000.00		\$3,000.00	\$7,000.00
55420 - CONSTRUCTION	\$1,433,669.00			\$1,433,669.00
55430 - CONST. CONTRACT ADM.				
55440 - TESTING	\$1,000.00			\$1,000.00
55450 - SURVEY - ASBUILT	\$3,500.00			\$3,500.00
TOTAL AMOUNT	\$1,711,249.00	\$132,737.00	\$104,843.00	\$1,473,669.00

ENGINEER: MSD	OH	ESTIMATED BUDGETS - FY '19 -'27	
R.O.W. ACQUISITION: MSD	# PLATS: [20]	FY 18-19	\$0.00
CONTRACTOR:		FY 19-20	\$0.00
CONSTRUCTION ADM: MSD		FY 20-21	\$0.00
INSPECTION: MSD		FY 21-22	\$0.00
		FY 22-23	\$0.00
		FY 23-24	\$0.00
PROJECT DESCRIPTION: This project begins at US 25 just south of the railway spur line that goes into the Duke Energy plant and will include lines on Old Furnace Rd. and Azalea Rd. The existing lines are in very poor condition with high infiltration due to cracks, broken pipes, and bad joints.		FY 24-25	\$0.00
		FY 25-26	\$0.00
		FY 26-27	\$0.00

SPECIAL PROJECT NOTES:



**Hendersonville Road at Rosscraggon Drive Phase 2
Project No. 2009150**

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: January 17, 2018

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

PREPARED BY: Ed Bradford, P.E. - Director of Engineering
Owen Herbert, P.E. - Project Manager

SUBJECT: Consideration of Bids: Jonestown Road Sanitary Sewer Rehabilitation Project, MSD Project No. 2014178

BACKGROUND: This project is located in Woodfin, beginning in the area behind Riverwalk Subdivision and Gateway Church then extending up to and along Jonestown Road. It consists of replacing problematic six-inch clay lines, which are in poor structural condition and have triggered multiple problems over the years.

Approximately 2,335 LF of 8-inch DIP will be installed using Dig & Replace, and 1,140 LF of 8-inch HDPE will be installed by pipe bursting the existing line along Jonestown Road, which will help reduce paving costs. The total project length is 3,475 LF.

The project was advertised and two bids were received on December 19, 2017. The project was therefore re-advertised and two bids were again received on January 4, 2018 in the following amounts:

<u>Contractor</u>	<u>Bid Amount</u>
1) Thomas Construction Co.	\$819,824.00
2) Terry Brothers Const. Co.	\$725,002.10

The apparent low bidder is Terry Brothers Construction Co. with a bid amount of \$725,002.10. Terry Brothers has completed numerous MSD sewer rehabilitation projects, and their work quality has continued to be excellent.

Please refer to the attached documentation for further details.

FISCAL IMPACT: The FY17-18 Construction Budget for this project is \$809,375.00.

STAFF RECOMMENDATION: Staff recommends award of this contract to Terry Brothers Construction Co. in the amount of \$725,002.10, subject to review and approval by District Counsel.

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA

Jonestown Road Sewer Rehabilitation

Project No. 2014178

BID TABULATION

January 4, 2018

BIDDER	Bid Bond	MBE Form	Bid Forms (Proposal)	TOTAL BID AMOUNT
Thomas Construction Company Johnson City, TN	5%	1	Yes	\$819,824.00
Terry Brothers Construction Company Leicester, NC	5%	1	Yes	\$725,002.10

APPARENT LOW BIDDER

Charles N. Herbert, III, P.E.
Project Engineer
Metropolitan Sewerage District of
Buncombe County, North Carolina



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:30 p.m. on the 4th day of January, 2018, 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. This project was originally scheduled to bid on the 19th day of December 2017. Only 2 bids were received; therefore the project was re-advertised and bids were opened on January 4th.

Interoffice Memorandum

TO: Tom Hartye, General Manager

FROM: Ed Bradford, CIP Manager
Owen Herbert, Project Manager

DATE: January 9, 2018

RE: Jonestown Road Sewer Rehabilitation, MSD Project No. 2014178

The Jonestown Road Sewer Rehabilitation project is located in Woodfin. It begins at the River Walk Subdivision off of Riverside Dr., then continues upstream along an unnamed tributary to Jonestown Rd., and ending near the intersection of Springbrook Rd.

This project consists of the rehabilitation of existing 6-inch VCP sewers using both pipe bursting and traditional dig and replace methods. Approximately 2,335 LF of 8-inch dig and replace will occur along the unnamed tributary before reaching Jonestown Rd. The remaining 1,140 LF of pipe bursting will occur along Jonestown Rd. and will help reduce paving costs. The existing line has a high pipe rating of 74 due to a high number of SSO's, CSRs, flooded structures, and manhole overflows. This line is in poor structural condition - overflows and flooded structures have been caused by root intrusion at the pipe joints and blockages due to offset joints.

On December 19, 2017, two sealed bids were received at 2:30 pm. The project was therefore re-advertised for another opening on January 4, 2018. Two bids were again received, and the results were as follows:

<u>Contractor</u>	<u>Bid Amount</u>
1) Thomas Construction Co.	\$819,824.00
2) Terry Brothers Const. Co.	\$725,002.10

The apparent low bidder is Terry Brothers Construction Co., Inc. with a bid amount of \$725,002.10. The FY 17-18 construction budget for this project is \$809,375.00.

Terry Brothers Construction Co. has an extensive history completing District rehabilitation and replacement projects with excellent workmanship and quality.

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

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

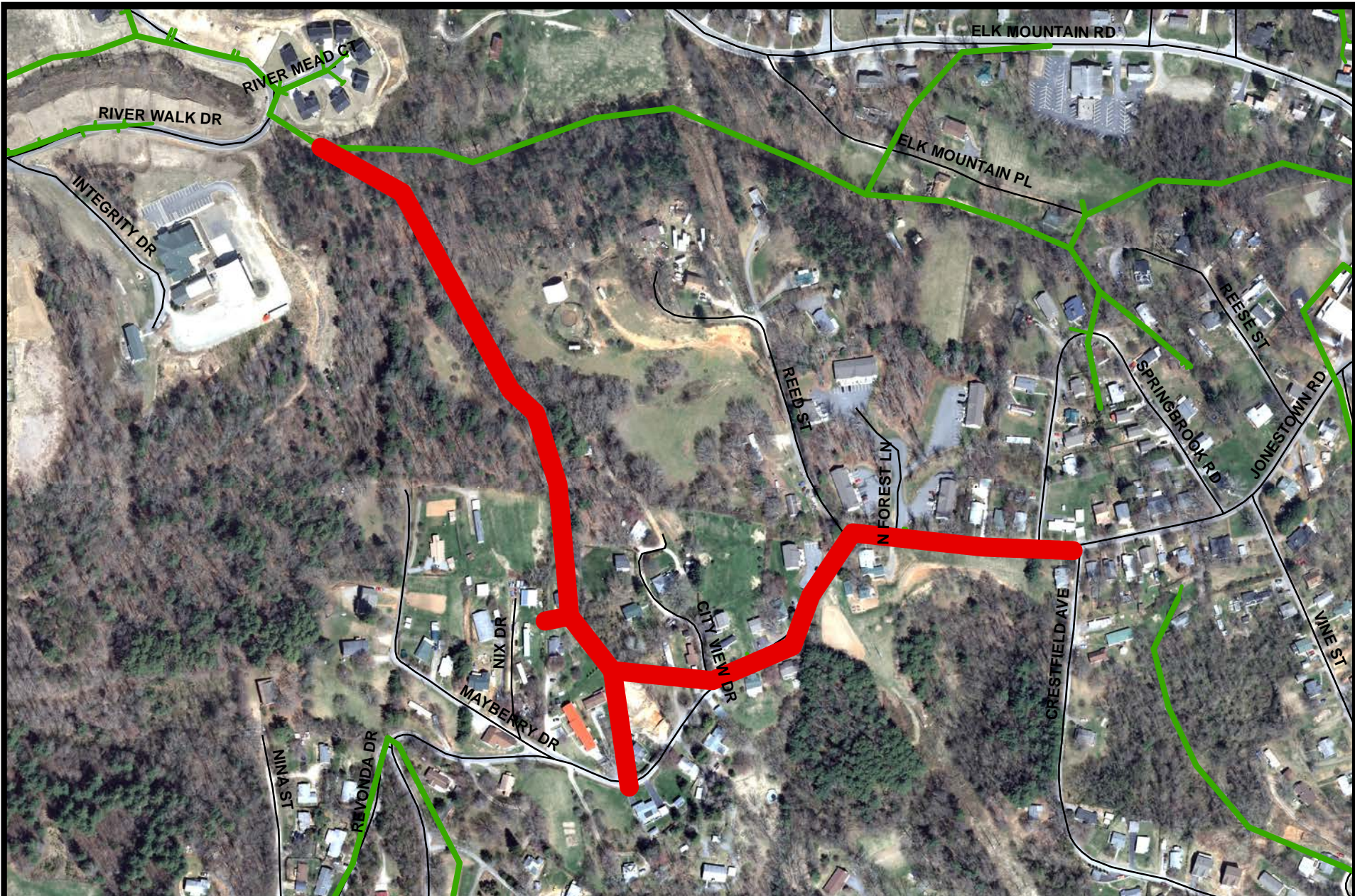
BUDGET DATA SHEET - FY 2017 - 2018

PROJECT: Jonestown Road	LOCATION: Woodfin
TYPE: General Sewer Rehab.	PIPE RATING: 74
PROJECT NO.: 2014178	TOTAL LF: 3,415
PROJECT BUDGET: \$929,405.00	PROJECT ORIGIN: Work orders; Line condition; Access

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/16	EST. COST JAN - JUNE 2017	BUDGET FY 17-18
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN	\$14,930.00	\$14,930.00		
55330 - DESIGN				
55340 - PERMITS	\$1,000.00		\$1,000.00	
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS	\$13,600.00	\$13,600.00		
55370 - LEGAL FEES	\$18,000.00	\$11,763.00	\$6,237.00	
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$50,000.00	\$1,857.00	\$30,000.00	\$18,143.00
55400 - APPRAISAL	\$3,500.00			\$3,500.00
55410 - CONDEMNATION	\$10,000.00			\$10,000.00
55420 - CONSTRUCTION	\$809,375.00			\$809,375.00
55430 - CONST. CONTRACT ADM.				
55440 - TESTING	\$2,000.00			\$2,000.00
55450 - SURVEY - ASBUILT	\$7,000.00			\$7,000.00
TOTAL AMOUNT	\$929,405.00	\$42,150.00	\$37,237.00	\$850,018.00

ENGINEER: MSD	OH	ESTIMATED BUDGETS - FY '19 -'27	
R.O.W. ACQUISITION: MSD	# PLATS: [23]	FY 18-19	\$0.00
CONTRACTOR:		FY 19-20	\$0.00
CONSTRUCTION ADM: MSD		FY 20-21	\$0.00
INSPECTION: MSD		FY 21-22	\$0.00
		FY 22-23	\$0.00
		FY 23-24	\$0.00
PROJECT DESCRIPTION: This project is located in Woodfin between Elk Mountain Rd. and Riverside Dr., specifically along portions of Jonestown Rd. The project consists of replacing approximately 3,415 LF of existing 6-inch VCP with 8-inch DIP. The line has numerous structural defects and has a history of root intrusion and SSOs.		FY 24-25	\$0.00
		FY 25-26	\$0.00
		FY 26-27	\$0.00

SPECIAL PROJECT NOTES:



**Jonestown Road
Project No. 2014178**

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: January 17, 2018

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

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

SUBJECT: Consideration of Contract for Design Survey: South French Broad Relief Interceptor Project, MSD Project No. 2014178

BACKGROUND: This significant project is located in southern Buncombe County, primarily through the Biltmore Estate. It is comprised of a 42,400 LF (or 8 mile) relief interceptor, which will be a new line constructed parallel to the existing 36-inch line.

The existing 36-inch line was constructed in the mid 1960's. Upstream portions have already been upsized; however, the main portion through the Biltmore Estate has not. It is important to note that the existing line is in good structural condition and will remain in service. It is currently being lined in a phased approach, in order to significantly extend its service life. The lining project is expected to be complete in FY18-19.

The relief line will be a new large diameter pipe, properly sized for future growth in southern Buncombe County as well as Cane Creek. It is being sized as a part of a larger study for the new hydraulic model. This study is well underway with CDM Smith, with completion expected in Summer 2018.

MSD staff met with Estate Management, including Mr. Cecil, in June 2017. Biltmore Estate is prepared to move ahead with this project; therefore, MSD staff has accelerated the timeframe for the first phase, being the design survey.

Staff issued a Request for Qualifications for the survey, and received responses from six competent firms. After careful consideration of each firm's strengths, the most qualified for this project is NC Survey PC (formerly Webb Morgan Associates). NC Survey PC has been in business for many years in this area. Further, they have been the "on-call" surveying firm for the Estate since 1978, and are familiar with the unique aspects of the Estate.

The price for the survey is \$94,300.00, which also includes a wetlands delineation survey. This price is very competitive, and represents a good value for the work to be performed over the eight mile route. Completion is expected by Summer 2018.

Please refer to the attached documentation for further details.

FISCAL IMPACT: The design surveys are currently shown in FY18-19 with a proposed budget of \$140,000.00.

There are sufficient funds in the CIP Contingency to cover this work for \$94,300.00.

STAFF RECOMMENDATION: Staff recommends award of the survey contract to NC Survey PC in the amount of \$94,300.00, subject to review and approval by District Counsel.

Interoffice Memorandum

TO: Tom Hartye, General Manager

FROM: Ed Bradford, Director of Engineering
Hunter Carson, Asst. Director of Engineering

DATE: January 4, 2018

RE: South French Broad Relief Interceptor Survey, MSD Project No. 2017070

The 2001 Wastewater System Master Plan (CDM, Dec. 2001) identified the 36-inch sewer interceptor through the Biltmore Estate as a hydraulic bottleneck and a “major problem area” during peak wet weather flow. This section of line, which runs approximately 22,000 linear feet through the Estate, was also identified as a problem area under “future” dry weather conditions. Now, seventeen years after the study was completed, water levels within the pipe routinely exceed 3/4-full during dry weather, and manhole surcharging and overflows continue to occur during peak wet weather events. Recordable SSOs, and evidence of overflows have been discovered across the Estate, but occur primarily in a localized area upstream of the 36-inch bottleneck, confirming the need for relief capacity.

Downstream of the Biltmore Estate, the 21-inch Hominy Creek interceptor converges with flow from the South French Broad interceptor and the pipe diameter enlarges to 48-inch. This line runs along Amboy Road towards the Carrier Bridge Pump Station and was also noted in the study as a future problem area in need of relief or replacement.

In July 2017, CDM Smith was commissioned to re-evaluate the current capabilities of the District’s primary interceptors, including the two sections mentioned above, and identify viable alternatives to address current and future deficiencies and conveyance restrictions to improve system performance and reduce the potential for SSOs. While study recommendations are not anticipated until summer 2018, MSD is proceeding with the topographical survey for a new interceptor that will provide relief to the existing 36-inch and 48-inch lines. Completion of the design survey will be timed such that design can begin immediately following the receipt of recommendations from CDM Smith.

Representatives from the District met with Biltmore Estate management in June 2017 to discuss the need for the relief interceptor project as well as the proposed alignment. Management appeared to be receptive to the project and in agreement with the route presented to them.

In accordance with NCGS 143-64.31, the District advertised a Request for Qualifications (RFQ) for surveying services for the South French Broad Relief Interceptor. Six (6) RFQ submittals were received on September 29, 2017 from Ed Holmes and Associates, KCI Associates, McGill Associates, NC Survey PC, So-Deep|SAM NC, Inc., and Vaughn & Melton. RFQs were evaluated based on each firm’s experience and qualifications and ability to meet the proposed schedule. NC Survey PC was selected as the most qualified firm based on decades of survey experience in the region, and their knowledge and familiarity with the Biltmore Estate. NC Survey PC (formerly Webb Morgan Associates) has been the Biltmore Estate’s on-call surveying firm since 1978.

NC Survey PC provided a scope and fee (attached) for the route and topographical survey based on the proposed sewer corridor provided to them by the District. The total fee for 42,400 linear feet of survey, plus delineation of all streams and wetlands within the corridor is \$94,300. The proposal includes optional tasks for as-built survey and easement plat preparation; however, these tasks will be deferred to a later date and handled separately from the design survey.

Funds for the design survey (\$140,000.00) are currently budgeted for FY 18-19; however, the District is proposing to accelerate the project schedule due recent overflows on the Biltmore Estate and interest from Biltmore Estate management to move forward with the project. All project costs will be shifted accordingly to reflect the current schedule in the FY18-19 budget.

Staff recommends that the District move forward with surveying services for the South French Broad Relief Interceptor with NC Survey PC contingent upon review and approval by District Counsel.

N.C. SURVEY, P.C.



Members:
N.C. Society of Surveyors
National Society of Professional Surveyors

Gerald W. Stevenson, P.L.S.
John B. Young, P.L.S.

Dec. 4, 2017

W. Hunter Carson, P.E.
Project Manager, CIP Division
Metropolitan Sewerage District of Buncombe County, NC

Dear Mr Carson;

We have reviewed the scope of the South French Broad Interceptor project and offer the following proposal.

Items are addressed individually in bold underlined text for your convenience.

For the purpose of this document, "The Consultant" shall be NC Survey PC.
"The District" shall be MSD.

Design Survey

The Consultant proposes to provide field surveys (both topographic and physical) and related mapping suitable for the design of the proposed project. The survey limits for the purposes of clarifying obscured areas, creek crossings and other critical project elements for the production of a base map shall be limited to the edge of the corridor (50-100 feet wide) furnished by MSD (the district) and attached herein. Work will include:

- Establishing horizontal and vertical control for the proposed improvements.
This will be relative to the N.C. Grid System, NAD 83 and NAVD 88 as per the requirements of the District.
Vertical benchmarks, "TBM's" will be established and platted at intervals not to exceed 2500 linear feet, for the convenience of the construction contractor.
 - Survey physical and topographical conditions at the existing project site.
Visible features will be mapped and 1 foot contours will be generated from an actual field survey and aerial photography and mapping. Underground utilities will be noted as per surface indications and marks.
-

- Locate visible above ground and subsurface utilities.
- Digital mapping utilizing software to collect the digital mapping information. The mapping will be compiled at a scale of 1 inch – 50 feet with a contour interval of 1 foot. Planimetric features visible on aerial photography and normal 50 scale mapping will be collected.
- The mapping shall be referenced or tied to project control points.
- Areas that are obscured by dense foliage or vegetation shall be noted upon the final survey. Aerial will be in accordance with mapping standards as noted herein.
- On the ground photogrammetric classification of planimetrics within the corridor will be performed to classify driveway or road type; driveway and road culvert type; size and shape; signage; other physical features which may be affected by the design including fences (type and height), walls (type and height), planters, sheds, ornamental mailboxes, rock outcroppings, etc.
- Horizontal locations of all underground utilities and overhead utilities including poles, lines, boxes, etc. Elevations of major underground utilities that may impact or conflict with design will be obtained on an as needed basis as directed by The District as an additional service at an agreed negotiated fee.
- The aerial imagery shall be Digital Imagery, Aerial LiDAR, Plan/Topo Mapping and Color Digital Orthophotos. 4 Band Digital Aerial Imagery with Airborne GPS/IMU using Leica RCD30 sensor. The sun angle shall be 30 degrees or higher, skies shall be free of haze, clouds and smoke. 3" pixel resolution digital orthos, 1" = 50' scale mapping and 1' contour intervals controlled by Airborne GPS, IMU and ground control panels. The photography shall be flown at 60% forward overlap, and shall not contain any excessive tip, tilt, or crab. All flight plans shall be designed by a Certified Photogrammetrist and approved prior to acquisition. Manual and automatic digital aerial triangulation using Inpho Match-AT or ISAT software. Prior to commencement of photogrammetric map compilation, a Certified Photogrammetrist will study and approve the aerotriangulation results; a signed and sealed certification shall accompany the report. Capturing the LiDAR data with Reigl 680i, 400KHz, full-wave form, 16bit intensity LiDAR system. Flight layout to capture an intense LiDAR point cloud. The Riegl 680i sensor is specifically designed for low altitude mapping projects. The LiDAR laser is integrated with our Applanix POS AV Inertial Measuring Unit and GPS to provide the highest degree of positional and orientation accuracy needed for terrain surface modeling. We shall process the range returns to "Bare Earth" digital terrain and elevation models, digital height data (Tree Canopy, Obstruction Heights) will also be available if requested. QA/QC for the LiDAR Data shall be performed in 3D on softcopy mapping plotters by experienced photogrammetrists. The accuracy analysis of Aerial LiDAR point cloud data shall conform to the NSSDA requirements for geospatial data classification as published by the FGDC in document FGDC-STD-007.3-1998 titled Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy.

N.C. Survey PC estimates approximately 42,400 linear feet of route location and topographic survey as outlined herein.

Unit cost for route surveying this phase of the project will be \$2.00 per foot

Overall cost for route surveying is estimated to be \$84,800

The project is located upon the following parcels;

9648-00-2950-00000, 9638-91-9891-00000, 9648-00-1832-00000, 9637-9440-3000, 9637-94-4030-L0001.

Wetland delineation survey;

The Consultant will invoice the District the actual fees of the sub-consultant at the time of completion of the sub-consultant phase of work. The fee proposal provided by Clearwater Environmental is attached and proposed at \$9500. The consultant will provide surveying and mapping of wetland areas.

Fees for surveying and mapping wetlands are included in the route surveying proposal overall fee. The District will complete all permitting tasks. If additional services are necessary during design, The District will consult with Clearwater directly on a time and expense basis.

Overall cost for this phase of work is \$9500

Optional;

As-Built Survey * If requested by the District**

The CONSULTANT proposes to provide a physical field survey and related mapping suitable for preparing as-builts of the proposed project. Work will include:

- Establishing horizontal and vertical control for the proposed improvements.
NAD 83/NAVD 88 as outlined above. Benchmarks and permanent control points will be indicated on the surveyors plans with appropriate data attached.
- Survey physical and / or any changed conditions at the existing project site. Located upon parcels **9638-91-9891-00000,**

N.C. Survey PC estimates approximately 42,400 linear feet as-built survey as outlined herein.

Unit cost for this phase of the project will be \$0.60c per foot

Overall cost for this phase is estimated to be \$25,440

Additional surveying west along Amboy road or south along Meadow Road if requested by the District;

Unit cost for route surveying this phase of the project will be \$2.00 per linear foot.

Deliverables;

Digital AutoCAD files of the survey route, 50' to 100' wide variable corridor, including horizontal and vertical features and wetlands as outlined herein.

Digital Ortho Photos

2D and 3D plan and topo

Dwg file format

3d point data with breaklines and Bare Earth LAS.
ASCII file of data
Hardcopy plats may be provided upon request, as well as PDF files.

Additional information;

This surveying project is expected to be completed within 120 days of notice to proceed.

Deliverables will be available in phases, or in a final lump sum, at the discretion of the District.

The District will be responsible for uncovering and insuring the manhole lids are not seized, or rusted on prior to the Consultant fieldwork.

Corrections necessitated due to the Surveyor's error or omission are made at the surveyor's expense and at no additional cost to the District.

Additional assistance during right of way acquisition;

This proposal does not include any easement or boundary line surveys. Should additional survey (field) work be necessary for right of way acquisition, a field crew and equipment charge of \$125 / hr. for field work such as staking centerline, staking easement limits, etc and \$100/ hr. for office work, calculations and research, will apply.

It is understood that "Additional Assistance during R/W acquisition" is on an "as needed" and "as requested" basis.

Payment to the Consultant;

The Consultant shall invoice the District on a monthly basis, based upon the percentage of work completed on the project.

Proposed cost of work performed by the Consultant and sub contractors;

\$94,300

Asbuilt and easement surveys are not included.

We can begin this project within ten (10) working days of receiving notice to proceed and will complete this project as soon as possible.

I trust this proposal meets with your approval and I look forward to working with you on this project. If you have any questions or comments regarding our approach to this project, please don't hesitate to contact me.

Sincerely,

**John B Young,
President,
NC Survey PC**

828-252-1530



ClearWater Environmental Consultants, Inc.
www.cwenv.com

November 20, 2017

Mr. John Young
NC Survey, P.C.
50 North Merrimon Ave. Suite 109
Asheville, NC 28804

**Re: Proposal for Environmental Services
Approximately 42,110 linear ft. Utility Line Extension
Buncombe County, North Carolina**

Dear Mr. Young:

ClearWater Environmental Consultants, Inc. (CEC) appreciates the opportunity to submit this proposal regarding environmental consulting services associated with the proposed site. ClearWater Environmental Consultants, Inc. believes that the following tasks will be required.

Task 1 Wetland Delineation

The areas on the site that meet the wetland/Waters of the U.S. parameters will be flagged with plastic surveyor's tape. Upon the completion of the flagging and your approval, ClearWater Environmental Consultants, Inc. will meet with a representative of the USACE to verify the delineation is a true and accurate representation of wetlands and streams on the site.

It is the opinion of ClearWater Environmental Consultants, Inc. that the probable cost to complete the wetland delineation and USACE verification, on a time and expense basis, will be nine thousand five hundred (\$9,500.00) dollars at ClearWater Environmental Consultants, Inc. standard rates which are:

Principal	- \$130.00 per hour
Project Manager	- \$100.00 per hour
Project Biologist	- \$85.00 per hour
Administrative	- \$25.00 per hour

Task 2 Agency Coordination

CEC will prepare a Jurisdictional Determination request for submittal to the US Army Corps of Engineers (USACE) and provide ongoing coordination in order to acquire written verification of the jurisdictional limits on the subject property. CEC will accompany the USACE to the site during the verification visit. CEC proposes to complete this service on a flat fee basis for one thousand five hundred (\$1,500) dollars.

Task 3 Environmental Permitting

Upon owner request, ClearWater Environmental Consultants, Inc. will assist the client and other project team members in preparation of a Wetland Master Plan and submittal of necessary state and federal permit applications for the proposed project. Specifically, ClearWater Environmental Consultants, Inc., proposes the following:

- Attendance at preliminary meetings with the project team to discuss plans and environmental concerns.
- Coordination with project planners and engineers in preparation of a preliminary wetland master plan.
- Coordination of and attendance at a pre-application on-site agency meeting with the commenting state and federal agencies.
- Preparation and submittal of the necessary permit application to the USACE and NC Division of Water Resources (DWR).
- Calculation and identification of appropriate conceptual mitigation plan based upon final impacts. (It is our understanding that final mitigation plans will be done as a separate project).
- Coordination with the various state and federal agencies throughout the permit process to an initial conclusion by DWR and the USACE.

Once the regulatory needs are identified for the proposed site development, ClearWater Environmental Consultants, Inc. will submit an additional proposal outlining the necessary tasks and probable costs for this permit process. Permitting services will be conducted on a time and expense basis, based on ClearWater Environmental Consultants, Inc. standard rates as described above.

Task 4 Meetings and Additional Services

Clearwater Environmental, Inc. personnel will attend meetings as required by you to discuss this project and matters related to environmental permitting. This task includes additional services outside the scope of the above-detailed tasks as

requested by you or your authorized representatives. Services provided by CEC under Task 4 will be billed on a time and expense basis at ClearWater Environmental Consultants, Inc. standard rates shown above.

Please be aware that this price *does not* include costs incurred for any engineering, mitigation, endangered species surveys, archeology, permit fees, mailing/printing costs or registered land surveyor services.

ClearWater Environmental Consultants, Inc. will execute the work for this project in a professional and timely manner. In turn, ClearWater Environmental Consultants, Inc. expects payment to be made as follows:

Payment will be considered overdue after thirty (30) days from the date of the invoice and 1.5% interest per month is automatically added. If this payment arrangement is not adhered to, all work will cease until payment is received.

Either the Client or ClearWater Environmental Consultants, Inc. may terminate this Agreement at any time with or without cause upon giving the other party three (3) calendar days prior written notice. The Client shall within fifteen (15) calendar days of termination pay ClearWater Environmental Consultants, Inc. for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. This proposal is valid until March 31, 2018.

ClearWater Environmental Consultants, Inc. does not guarantee the issuance of any permit or approval. Please sign this original agreement and return to ClearWater Environmental Consultants, Inc. as an act of acceptance and notification for us to begin work. Please do not hesitate to contact me at (828) 698-9800 if you have any questions or comments regarding the proposed scope of services.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Clement Riddle', written over a horizontal line.

R. Clement Riddle, P.W.S.
Principal

The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. The undersigned is the owner or has permission from the owner to authorize ClearWater Environmental Consultants, Inc. to complete the work specified in this proposal and has the necessary authority to grant ClearWater Environmental Consultants, Inc, access to the subject property to complete any and all studies or investigations and make any necessary submittals or applications to complete this work. Please sign this original agreement and return to ClearWater Environmental Consultants, Inc., as an act of

Mr. John Young
November 20, 2017
Page 4 of 4

acceptance and notification for ClearWater Environmental Consultants, Inc. to begin work. Payment will be made as outlined above.

DATE: _____

ACCEPTED BY: _____

PRINTED NAME: _____

BILLING ADDRESS: _____

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

BUDGET DATA SHEET - FY 2017 - 2018

PROJECT: South French Broad Relief Int.	LOCATION: Buncombe County
TYPE: Interceptor	PIPE RATING: N/A
PROJECT NO. 2017070	TOTAL LF: 34,865
PROJECT BUDGET: \$16,719,000.00	PROJECT ORIGIN: 2001 WW System Master Plan (CDM)

DESCRIPTION	ESTIMATED PROJECT COST	TOTAL EXPENDS THRU 12/31/16	EST. COST JAN - JUNE 2017	BUDGET FY 17-18
55310 - PRELIM. ENGINEERING				
55320 - SURVEY - DESIGN	\$140,000.00			
55330 - DESIGN				
55340 - PERMITS				
55350 - SPECIAL STUDIES				
55360 - EASEMENT PLATS	\$16,000.00			
55370 - LEGAL FEES				
55380 - ACQUISITION SERVICES				
55390 - COMPENSATION	\$500,000.00			
55400 - APPRAISAL				
55410 - CONDEMNATION				
55420 - CONSTRUCTION	\$15,936,000.00			
55430 - CONST. CONTRACT ADM.				
55440 - TESTING	\$40,000.00			
55450 - SURVEY - ASBUILT	\$87,000.00			
TOTAL AMOUNT	\$16,719,000.00	\$0.00	\$0.00	\$0.00

ENGINEER: MSD	HC	ESTIMATED BUDGETS - FY '19 -'27		
R.O.W. ACQUISITION: N/A	# PLATS: [16]	FY 18-19	\$140,000.00	
CONTRACTOR:		FY 19-20	\$16,000.00	
CONSTRUCTION ADM: MSD		FY 20-21	\$500,000.00	
INSPECTION: MSD		FY 21-22	\$3,994,000.00	
		FY 22-23	\$3,994,000.00	
		FY 23-24	\$3,994,000.00	
		FY 24-25	\$4,081,000.00	
		FY 25-26	\$0.00	
		FY 26-27	\$0.00	

PROJECT DESCRIPTION: This project includes paralleling existing 36" and 48" interceptors with new 36" and 24" lines, respectively. The new interceptors will provide relief to the existing system during wet weather, and were recommended improvements in the 2001 Wastewater System Master Plan.

SPECIAL PROJECT NOTES: This project is currently phased over four years.



South French Broad Relief Interceptor Project No. 2017070

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

Board Action Item

BOARD MEETING DATE: January 17, 2018

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

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

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

SUBJECT: Acceptance of Developer Constructed Sewer System for Woodbridge Park, MSD Project No. 2016082

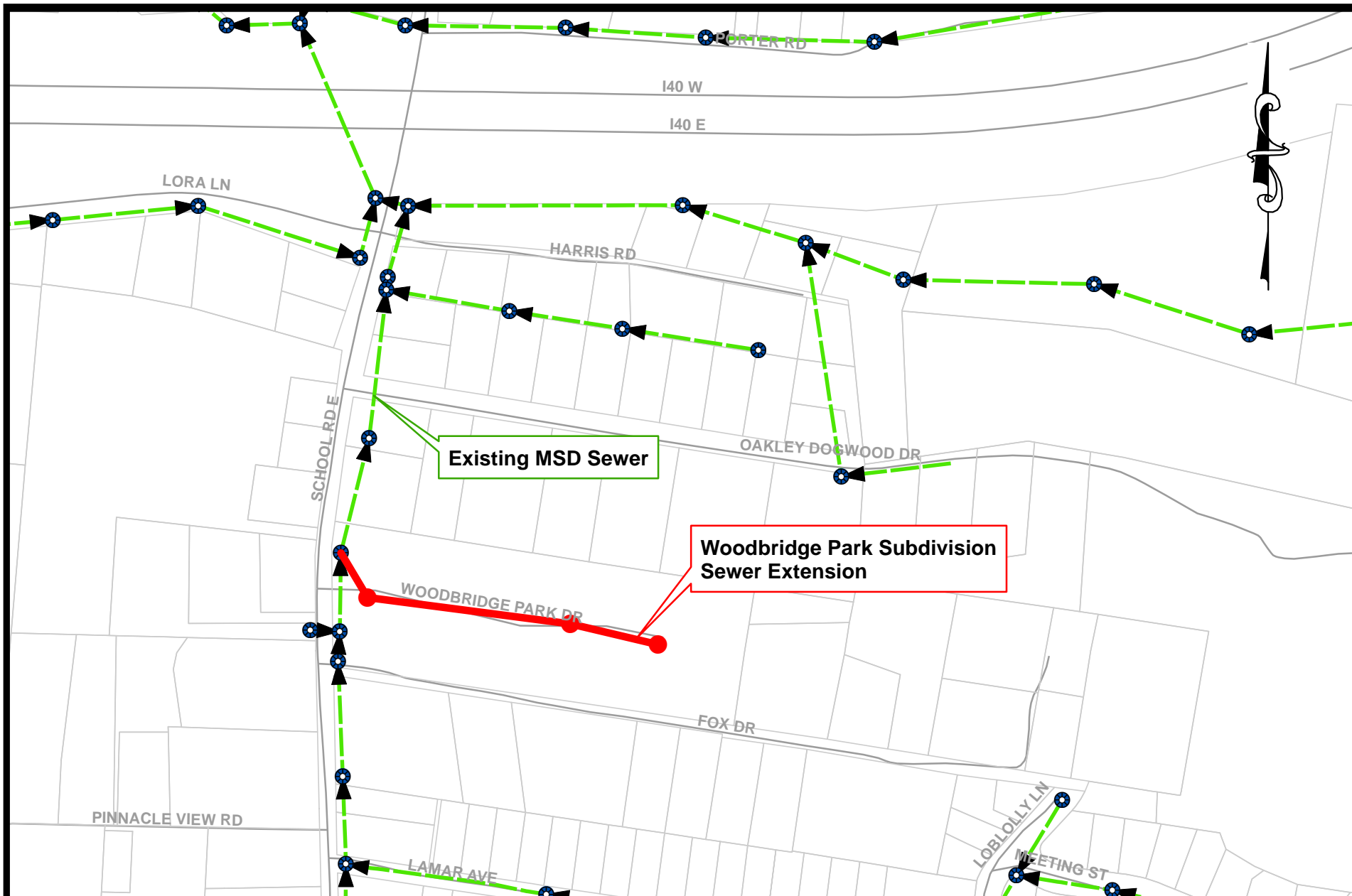
BACKGROUND: This project is located inside the District boundary off School Road East in Buncombe County. The developer for this project is Kyle Gilliland of Highland Property Group, LLC.

The project included extending approximately 615 linear feet of 8-inch public gravity sewer to serve the twenty (20) unit single family residential development.

A wastewater allocation was issued in the amount of 8,000 GPD for the project. The estimated cost of the sewer construction is \$52,800.00.

All MSD requirements have been met.

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



Existing MSD Sewer

Woodbridge Park Subdivision Sewer Extension



MSD
Engineering Division

**Woodbridge Park Subdivision Sewer Extension
MSD Project # 2016082**

Metropolitan Sewerage District of Buncombe County

1/04/18

Metropolitan Sewerage District of Buncombe County Board Action Item

Meeting Date: January 17, 2018

Subject: Procurement of Dump Trucks - Fleet Replacement

Prepared by: Peter Weed; Director - Fleet / Water Reclamation Facility
Julie Willingham, CLGPO; Purchasing Supervisor
Neil Hall; Fleet Manager

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

Background: The District's policy is to annually evaluate the condition of fleet vehicles and purchase replacements when the estimated cost of repair and maintenance will exceed the cost of a new vehicle. At the March 23, 2017, Equipment Replacement Committee meeting, the members recommended the purchase of two (2) New Dump Truck Replacements, as presented to this Board for approval. Funds for this purchase were included in the 2017-2018 Budget.

Discussion: Pursuant to North Carolina Purchasing Statutes and MSD Procedures, bids for the dump truck were emailed to four (4) vendors and an advertisement placed on the MSD web site. Three (3) bid packages were received and opened on December 20, 2017, at 2 pm. The Rush Truck Center/International bid was the lowest responsive, responsible bidder to the MSD specifications. The bids are summarized below. Because the cost of this dump truck procurement exceeds \$90,000.00, the contract must receive Board approval.

Fiscal Impact: The total cost of this contract will be \$279,094.00. \$290,000.00 was budgeted for this item budgeted in the 2017-2018 Fleet Replacement Fund.

Staff Recommendation: Staff recommends that the bid from Rush Truck Center/International be awarded.

Vendor	Dump Truck Cost (each)	Comments
The Pete Store, Knoxville, TN	\$150,775.00	Peterbilt 567
MHC Kenworth, Hickory, NC	\$170,791.00	Kenworth T880
Rush Truck Center, Charlotte, NC	\$139,547.00	International HX620

ROBERTS & STEVENS

ATTORNEYS AT LAW

JOHN S. STEVENS
MARC RUDOW*
WILLIAM CLARKE
VINCENT D. CHILDRESS, JR.
GREGORY D. HUTCHINS
JACKSON D. HAMILTON
WYATT S. STEVENS
MARK C. KURDYS*
JACQUELINE D. GRANT
DAVID L. ENGLISH
F. LACHICOTTE ("LACH") ZEMP, JR.
KENNETH R. HUNT
DENNIS L. MARTIN, JR.
REBECCA J. REINHARDT
ANN-PATTON HORNTAL

*DRC CERTIFIED MEDIATOR

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301 COLLEGE STREET, SUITE 400 28801
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CAROLYN CLARK SNIPES
KATHRYN MAULTSBY MADISON

OF COUNSEL
JAMES W. WILLIAMS
SHERYL H. WILLIAMS

LONDON ROBERTS
(1921-2007)

January 3, 2018

Ms. Julie Willingham, CLGPO
Purchasing Supervisor
MSD
2028 Riverside Drive
Asheville, NC 28804

Via E-mail: JWillingham@msdbc.org

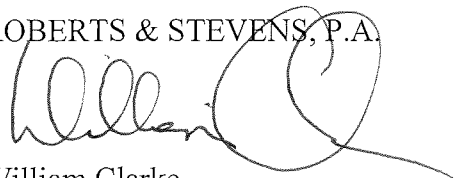
Re: MSD / New 2018 Dump Trucks (2)

Dear Julie:

I have reviewed the Request for Quotation, as amended, and proposals from MHC, the Pete Store and Rush Enterprises, for the purchase of two new 2018 Dump Trucks. The proposals appear to be responsive to the Request for Quotation as amended. The District may award the bid to the lowest responsive, responsible bidder.

Sincerely,

ROBERTS & STEVENS, P.A.



William Clarke

BC/sh

Metropolitan Sewerage District of Buncombe County
BOARD ACTION ITEM

Meeting Date: January 17, 2018

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

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

Reviewed By: Angel Banks, Right of Way Manger
Billy Clarke, Board Legal Counsel

Subject: Consideration of Crown Atlantic Company LLC, Cell Tower Lease Renewal

Background

In FY 2000, the District entered into a cell tower lease agreement with Crown Atlantic Company LLC (Crown). The lease provides Crown the right to lease approximately a 200ft by 235ft parcel of land for a cell tower. The lease conveys right of ways for ingress and egress as well as the right to install, replace and maintain utility wires, poles, cables, conduits and pipes. In exchange Crown pays the District a monthly rent. The initial term of the lease was for five years at a monthly rent of \$1,200, and was automatically extended for four subsequent five year terms. At the end of the initial term, the rent increased at a rate of 15%, and for every five year period thereafter.

Discussion

Currently, Crown is in the fourth five year-term of the cell tower lease with the current monthly rent of \$1,825.05 or \$21,900.60 annually. Additionally, Crown has complied with all terms of the existing lease.

In 2017, Crown Atlantic Company LLC expressed to amend the term of the existing lease agreement for an additional period of 25 years. The proposed amendment commences October 1, 2020 and every five years thereafter the rent shall increase by 15%. Since Crown is in good standing, staff believes the request and compensation to be reasonable.

Staff Recommendation

Authorize the General Manager and Legal Counsel to execute the negotiated lease agreement (see attached) with Crown Atlantic Company LLC, which incorporates the proposed term extension and compensation.

Action Taken

Motion by:

to

Approve

Disapprove

Second by:

Table

Send to Committee

Other:

Follow-up required:

Person responsible:

Deadline:

Prepared by:
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602

Return to:
Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057

AMENDED AND RESTATED LEASE AGREEMENT

*for a Crown® Atlantic Company LLC
“freestanding” tower and wireless communications facility
located at:*

Facility:	BU NO. 800492 – WOODFIN
Street Address:	2225 RIVERSIDE DRIVE
City:	ASHEVILLE
County:	BUNCOMBE
State:	NORTH CAROLINA

between

CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company,
“LESSEE”

and

**METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH
CAROLINA**
“LESSOR”

Be advised that this information is highly proprietary in nature. It is intended for the sole use of Lessor and Lessee pertaining to real estate leasing. Third party disclosure or use may create civil liability.

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the “Agreement”) is made as of the date of the final signature below, by and between METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA (“Lessor”), and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company (“Lessee”).

1. **Definitions.**

“Access and Utility Easement” means that easement described as the “Ingress/Egress and Utilities Easement as shown in the survey entitled “Crown Atlantic Company, LLC, Woodfin”, dated 8/2/2000, and last revised 8/18/2000, attached hereto as **Exhibit “B”**.

“Agreement” means this Amended and Restated Lease Agreement.

“Approvals” means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

“Commencement Date” means the first day of the month following the month in which this Agreement was fully executed.

“Defaulting Party” means the party to this Agreement that has defaulted as provided for in Section 23 of this Agreement.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Lease Term” means a period of twenty-five (25) years following the Commencement Date of this Agreement.

“Leased Premises” means that portion of Lessor’s Property consisting of a parcel being two hundred feet (200’) by two hundred thirty-five feet (235’) (approximately 47,000 square feet), described as the “Crown Atlantic Company, LLC Lease Area” as shown on **Exhibit “B”** attached hereto.

“Lessee’s Notice Address” means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept.1, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

“Lessor’s Notice Address” means 2028 Riverside Drive, Asheville, NC 28804, Attn: General Manager.

“Lessor’s Property” means the parcel of land located in the City of Asheville, County of Buncombe, State of North Carolina, as shown on the Tax Map of said County as Tax Parcel Number 9730-29-6105-00000, being further described in the instrument recorded in the Buncombe County Register of Deeds (“Registry”) in Book 931, Page 495. A copy of said instrument is attached hereto as **Exhibit “A”**.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 23 of this Agreement.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of Twenty One Thousand Nine Hundred and 06/100 Dollars (\$21,900.60) per year to be paid in equal monthly installments of One Thousand Eight Hundred Twenty-Five and 05/100 Dollars (\$1,825.05).

Commencing on October 1, 2020, and every five (5) years thereafter (the “Adjustment Date”), the Rent shall increase by an amount equal to fifteen percent (15%) of Rent in effect for the immediately preceding year.

2. **Amending and Restating Lease Agreement.** Lessor is the lessor and Lessee is the lessee under that certain Lease Agreement dated October 23, 2000 (“Original Lease”), a memorandum of which is recorded in Book 2373, Page 142 in the Registry. Lessor and Lessee agree that the Original Lease is amended by deleting it in its entirety and replacing the Original Lease as provided for in this Agreement.
3. **Lessor’s Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not “knowingly” do or permit anything that will interfere with or negate any Approvals pertaining to the

Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state, or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals

4. **Lease Term.** Effective as of the Commencement Date, Lessor leases the Leased Premises to Lessee for the Lease Term. If at the end of the Lease Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such Lease Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.
5. **Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.
6. **Access and Utility Easement.** Lessor grants the following easement and right-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors, described as the "Ingress/Egress and Utilities Easement" as shown in **Exhibit "B"** for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises, and for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (the "Easement"). TO HAVE AND TO HOLD the Easement for the purposes provided during the Lease Term and thereafter for such reasonable period of time to comply with Section 17.

Lessor shall have the right to relocate the Easement for access and utilities granted herein at Lessor's sole expense. Any relocation of said Easement will not increase the amount of rent or other charges due from Lessee or its subtenants. Any road constructed within the relocated Easement shall be of equal or better construction, and shall provide reasonably equivalent access to the Leased Premises. Access to the Leased Premises and the provision of utility services to the Leased Premises shall not be interrupted during the construction or prior to completion of the relocated Easement. To the extent the utilities within the existing Easement are relocated by Lessor, Lessor shall be responsible for coordinating the relocation of any such utilities at no cost to Lessee. At such time as the new easement is constructed, Lessor shall prepare and Lessee shall execute a separate easement and right-of-way agreement in an acceptable form for recording.

7. **Lessee's Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

8. **Use of Property.** The Leased Premises shall be used for the purpose of, (i) constructing, maintaining and operating the Improvements, including, without limitation, a freestanding tower and wireless communication facility, and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.
9. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with, or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee, at its sole expense, shall dispose of any materials removed.
10. **Hazardous Materials.**
- (A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal, or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.
- (B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. To the extent permitted by North Carolina law, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.
11. **Real Estate Taxes.** Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use within ten (10) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real estate taxes until Lessee has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event Lessor fails to provide to Lessee a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, Lessee shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by Lessor to Lessee. Lessee shall have the right, at its sole option and its sole cost and expense to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this

Agreement. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

12. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state, or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. Lessee shall obtain Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall name Lessor as an additional insured on the policy. The required limits recited herein may be met by primary and excess or umbrella policies. Lessee shall provide Lessor with a copy of the certificate of insurance evidencing this insurance coverage.
13. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.
14. **Eminent Domain.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) terminate this Agreement without paying any termination fee by providing notice to Lessor, and surrender the Leased Premises, or (ii) remain in possession of that portion of the Leased Premises and Easement that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easement so taken. With either option Lessee, at its sole expense, shall have the right to contest the taking and directly pursue an award.
15. **Right of First Refusal.** If, during Lease Term, Lessor elects to sell all or any portion of the Leased Premises, whether separate or as part of the Lessor's Property, Lessee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after notice thereof from Lessor, Lessor may sell the Leased Premises or portion thereof to such third person in accordance with the terms and conditions of the offer. If the rule against perpetuities would invalidate or limit the rights granted to Lessee under this Section 15, then the interest in property created herein shall be effective until one day prior to the passing of twenty-one (21) years after the death of the last survivor of the members of the House of Representatives of the United States of America representing the State of North Carolina who are serving on the date first above written, provided that all other interests in property created in this Amendment shall remain valid and effective without modification.

16. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.
17. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.
18. **Hold Harmless.** To the extent permitted by law, each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.
19. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.
20. **Interference with Lessee's Business.** Lessee shall have the exclusive right to construct, install, and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation, or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.
21. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold, and enjoy the Leased Premises and Easements.
22. **Mortgages.** This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor, which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.
23. **Default.**
 - (A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After

receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative, or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

24. **Limitation on Damages.** In no event shall Lessee be liable to Lessor for consequential, indirect, speculative, or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.
25. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.
26. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Buncombe County, North Carolina.
27. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased

Premises, Easement, and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending thirty (30) days written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

28. **Miscellaneous.**

Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises, and understandings between Lessor and Lessee. No oral agreements, promises, or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery, if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and

Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

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

By: _____ (SEAL)

Print Name: _____

Print Title (if any): Chairman of the Board

Date: _____

ATTEST:

Secretary
(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public for said State and County, certify that Jackie W. Bryson personally came before me this day and acknowledged that she is Secretary of **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA, a Public Body and Body Politic and Corporate**, and that by authority duly Given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board, sealed with its corporate seal, and attested by her as its Secretary.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2018.

Print Name: _____

NOTARY PUBLIC

My Commission Expires: _____

(NOTARIAL SEAL)

LESSEE:

**CROWN ATLANTIC COMPANY LLC,
a Delaware limited liability company**

By: _____ (SEAL)

Print Name: _____

Print Title (if any): _____

Date: _____

STATE OF _____

COUNTY OF _____

I, a Notary Public for said State and County, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of **CROWN ATLANTIC COMPANY LLC**, a Delaware limited liability company, and that he/she, as _____, being authorized to do so, executed the foregoing instrument on behalf of **CROWN ATLANTIC COMPANY LLC**.

Witness my hand and official stamp or seal, this _____ day of _____, 2018.

Print Name: _____
NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)

EXHIBIT "A"

495

495

State of North Carolina
County of Buncombe,

This Indenture, made this 22nd day of - - - NOVEMBER, 1965 - - - by and between

- - - - - VERNE RHOADES, JR., Unmarried, and WILLIAM WEAVER RHOADES, Unmarried -
Acting by and through their Agent and Attorney in Fact, Verne Rhoades, Sr.

hereinafter called Grantors, and THE METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, N. C. A BODY
POLITIC AND CORPORATE CREATED AND ESTABLISHED UNDER THE PROVISIONS OF THE LAWS OF THE STATE
OF NORTH CAROLINA.

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees their heirs and/or successors and assigns (subject, however, to any conditions, restrictions, limitations, reservations or exceptions appearing after the description below), the following particularly described real estate, located in Buncombe County, North Carolina, to-wit:

BEGINNING at a stake in the old Vance line which said stake is 379 feet South 87 deg. East from Dead Man's Rock, a large boulder lying in the East edge of the French Broad River just below Carolina Power & Light Company's Weaver power house, and which said rock is also an old Vance Corner, the said beginning stake being also the Northwest corner of that tract of land conveyed to W. T. Weaver by North Carolina Electrical Power Company by deed dated December 9th, 1913, and recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Book 189, at Page 62, and runs thence from said beginning stake with the line of the Weaver plant property of Carolina Power & Light Company, South 2 deg. East 1012 feet to a stake; thence South 88 deg. West 295 feet to a stake; thence South 7 deg. 30' East 163 feet to a stake; thence South 25 deg. 25' East 66 feet to a stake; thence South 8 deg. 30' East 134 feet to a stake; thence South 9 deg. 30' West 123 feet to a stake; thence South 0 deg. 30' West 373 feet to a stake; thence South 27 deg. East 153 feet to a stake; thence South 15 deg. East 222 feet to a stake; thence South 13 deg. 30' East 195.5 feet to a stake; thence South 8 deg. East 408 feet to a stake; thence still with the line of the Weaver plant property of Carolina Power & Light Company, South 13 deg. 25' East to a point where an extension of the Northern line of property conveyed to Carolina Power & Light Company by Verne Rhoades, Jr., Unmarried, and William Weaver Rhoades, Unmarried, intersects the Eastern line of the Weaver plant property of Carolina Power & Light Company, and runs thence North 81 deg. 25' East to an "X" cut in the Eastern edge of the pavement of N. C. Highway 191 to said point also marking the Northwestern corner of the tract described in the deed from Verne Rhoades, Jr., Unmarried, and William Weaver Rhoades, Unmarried, to Carolina Power & Light Company, as aforesaid, and runs thence North and East with the lines of said tract the following three calls: North 81 deg. 25' East 690.40 feet to a stake; thence continuing with the Eastern line of said tract, South 19 deg. 57' West 555.02 feet to a stake; thence South 11 deg. 15' West 224.06 feet to an "X" on a rock; thence leaving the tract conveyed to Carolina Power & Light Company by Verne Rhoades, Jr., Unmarried, and William Weaver Rhoades, Unmarried, as aforesaid, North 84 deg. 13' East 160.01 feet to a stake; thence North 83 deg. 19' East 205.55 feet to a stake; thence North 36 deg. 55' West 104.14 feet to a stake; thence North 8 deg. 27' East 84 feet to a stake; thence North 86 deg. 25' East 40.28 feet to a stake; thence North 79 deg. 44' East 303.57 feet to a stake; thence North 62 deg. 27' East 161.32 feet to a stake; thence North 45 deg. 06' East 302.07 feet to a stake; thence North 70 deg. 02' East 503.23 feet to a stake; thence North 31 deg. 05' East 544.64 feet to a stake; thence North 60 deg. 37' East 595.67 feet to a stake in the old line, and runs thence with said old line, North 41 deg. 57' West 683.5 feet to an 18 inch black gas; thence running with said old line the following courses and distances: North 10 deg. 22' East 588.3 feet to an iron pipe; South 81 deg. 32' East 498.14 feet to a tack in a rock; North 2 deg. 54' West 255.95 feet to a stake and pile of stones; North 83 deg. 20' West 2107.8 feet to a hub in a fence line; North 8 deg. 12' East 387 feet to a stake; North 87 deg. 0' West 652.21 feet to the place of BEGINNING.

To Have and to Hold the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever. And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

_____(SEAL) Verne Rhodes, Jr., Unmarried (SEAL)
 By: Wm. Charles Dean
 _____(SEAL) Agent and Attorney in Fact (SEAL)
 _____(SEAL) _____(SEAL)
 _____(SEAL) _____(SEAL)
 _____(SEAL) _____(SEAL)

State of North Carolina, County of Hatteras

_____, a Notary Public of said State and County, do hereby certify that
 - VERNE RHODES, JR., Agent and Attorney in Fact for Verne Rhodes, Jr., Unmarried and
 William Weaver Rhodes, Unmarried.

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and Notarial Seal, this 22nd day of November, 1965.
 My commission expires July 23, 1966 Notary Public.

State of _____ County of _____

_____, a Notary Public of said State and County, do hereby certify that



State of North Carolina, County of Buncombe

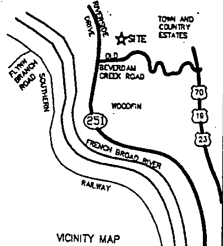
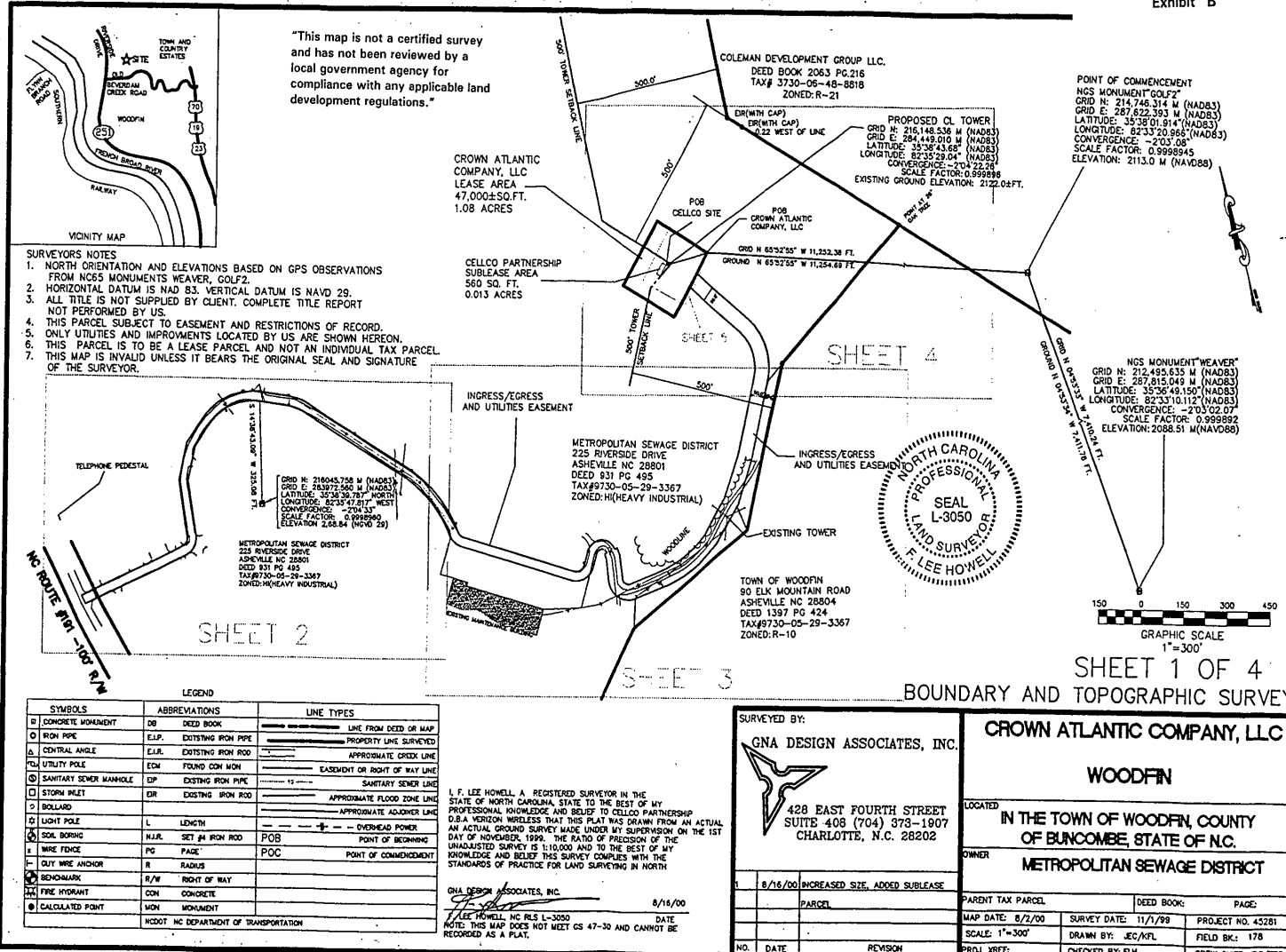
Each of the foregoing certificates, namely of Anthony Redmond
 a Notary Public of the State and County designated, is adjudged to be correct. Let the instrument and the certificates be registered.

This 22 day of Nov, 1965
William A. Dean
 Deputy Clerk Superior Court, Buncombe County, N. C.

Filed for registration on the 22 day of Nov, 1965 at 4:23 P. M. William E. Deputy
 Register of Deeds
Mace & Graham
 Dep.

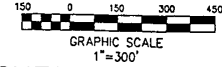
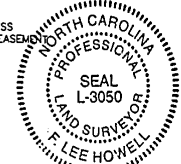
EXHIBIT "B"

Exhibit "B"



"This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations."

- SURVEYOR'S NOTES**
1. NORTH ORIENTATION AND ELEVATIONS BASED ON GPS OBSERVATIONS FROM NCS MONUMENTS WEAVER, GOLF2.
 2. HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAVD 29.
 3. ALL TITLE IS NOT SUPPLIED BY CLIENT. COMPLETE TITLE REPORT NOT PERFORMED BY US.
 4. THIS PARCEL SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.
 5. ONLY UTILITIES AND IMPROVEMENTS LOCATED BY US ARE SHOWN HEREON.
 6. THIS PARCEL IS TO BE A LEASE PARCEL AND NOT AN INDIVIDUAL TAX PARCEL.
 7. THIS MAP IS INVALID UNLESS IT BEARS THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.



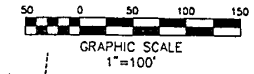
This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats

BU 800492
NC Woodfin CAC
PPAB 3314668v7

and has not been reviewed by a local government agency for compliance with any applicable land development regulations."

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.11	N12°44'30"W
L2	83.18	N50°26'07"E
L3	77.56	S50°26'07"W
L4	83.38	S66°40'28"E
L5	84.12	N66°40'28"W
L6	44.16	N31°32'11"E
L7	44.16	S31°32'11"W
L8	10.00	S82°06'03"W
L9	10.00	S82°06'03"W
L10	25.31	N07°53'57"W
L11	17.91	S07°53'57"E
L12	75.92	N08°55'40"E
L13	68.53	S08°55'40"W
L14	95.45	S85°16'56"W
L15	95.45	S85°16'56"W
L16	36.62	S59°46'55"W
L17	42.57	N59°46'55"E
L18	131.07	S46°12'29"W
L19	142.17	N46°12'29"E
L20	14.00	S43°57'48"E
L21	40.00	S46°02'12"W
L22	14.00	N43°57'48"W
L23	40.00	N46°02'12"E
L25	13.52	N60°48'06"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	TANGENT
C1	39.33	30.00	75°06'28"	N44°33'44"E	36.57	23.06
C2	78.65	60.00	75°06'28"	N44°33'44"E	73.14	46.13
C3	240.21	209.20	65°47'12"	S82°24'50"W	227.23	135.30
C4	206.74	179.20	66°05'57"	S82°25'01"W	195.46	116.60
C5	93.90	215.00	25°01'21"	N54°54'02"W	93.15	47.71
C6	81.17	185.00	25°08'15"	N54°54'02"W	80.52	41.25
C7	252.49	381.46	37°55'26"	N24°09'49"W	247.90	131.06
C8	272.34	411.46	37°55'26"	N24°09'49"W	267.40	141.37
C9	27.72	30.00	52°56'27"	S31°40'20"E	26.74	14.94
C10	55.35	60.00	52°51'28"	S31°37'50"E	53.41	29.82
C11	47.44	30.00	90°36'16"	N76°50'19"E	42.65	30.32
C12	94.88	60.00	90°36'16"	N76°50'19"E	85.30	60.64
C13	122.67	50.00	140°33'52"	N78°10'53"W	94.14	139.51
C14	49.07	20.00	140°33'52"	N78°10'53"W	37.65	55.80
C15	36.18	20.00	103°38'46"	S42°53'43"E	31.44	25.44
C16	126.63	70.00	103°38'44"	S42°53'42"E	110.05	89.03
C17	176.84	397.33	25°30'02"	N72°31'56"E	175.38	89.91
C18	199.09	447.33	25°30'02"	N72°31'56"E	197.45	101.22
C19	166.34	150.00	63°32'15"	N02°34'13"W	157.95	92.89
C20	221.79	200.00	63°32'15"	N02°34'13"W	210.60	123.85



OVERLAY TO SHEET 3

SHEET 2 OF 4
BOUNDARY AND TOPOGRAPHIC SURVEY

LEGEND		
SYMBOLS	ABBREVIATIONS	LINE TYPES
DB	DEED BOOK	LINE FROM DEED OR MAP
IP	EXISTING IRON PIPE	PROPERTY LINE SURVEYED
EA	EXISTING ASPHALT DRIVE	APPROXIMATE GROUND LINE
ECM	EXISTING CONCRETE MONUMENT	EASEMENT OR RIGHT OF WAY LINE
EIP	EXISTING IRON PIPE	SANITARY SEWER LINE
ER	EXISTING IRON ROD	APPROXIMATE FLOOD ZONE LINE
L	LENGTH	APPROXIMATE ADJACENT LINE
OP	OVERHEAD POWER	
NLR	SET #4 IRON ROD	POINT OF BEGINNING
PG	PAGE	POINT OF COMMENCEMENT
R	RADIUS	
R/W	RIGHT OF WAY	
CON	CONCRETE	
MON	MONUMENT	
	HOOD NC DEPARTMENT OF TRANSPORTATION	

SURVEYED BY:
GNA DESIGN ASSOCIATES, INC.

428 EAST FOURTH STREET
SUITE 408 (704) 378-1807
CHARLOTTE, N.C. 28202

CROWN ATLANTIC COMPANY, LLC
WOODFIN
LOCATED IN THE TOWN OF WOODFIN, COUNTY OF BUNCOMBE, STATE OF N.C.
OWNER: **METROPOLITAN SEWAGE DISTRICT**
PARENT TAX PARCEL: DEED BOOK: PAGE:
MAP DATE: 8/3/00 SURVEY DATE: 11/1/99 PROJECT NO. 45281
SCALE: 1"=100' DRAWN BY: JEC/KFL FIELD BK.: 178
PROJ. XREF: CHECKED BY: FLH CREW CHIEF: JBC/TS

TELEPHONE PEDESTAL

SEE SHEET 1 FOR NOTES

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats

BU 800492
NC Woodfin CAC
PPAB 3314668v7

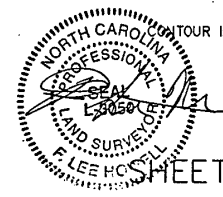
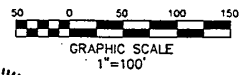
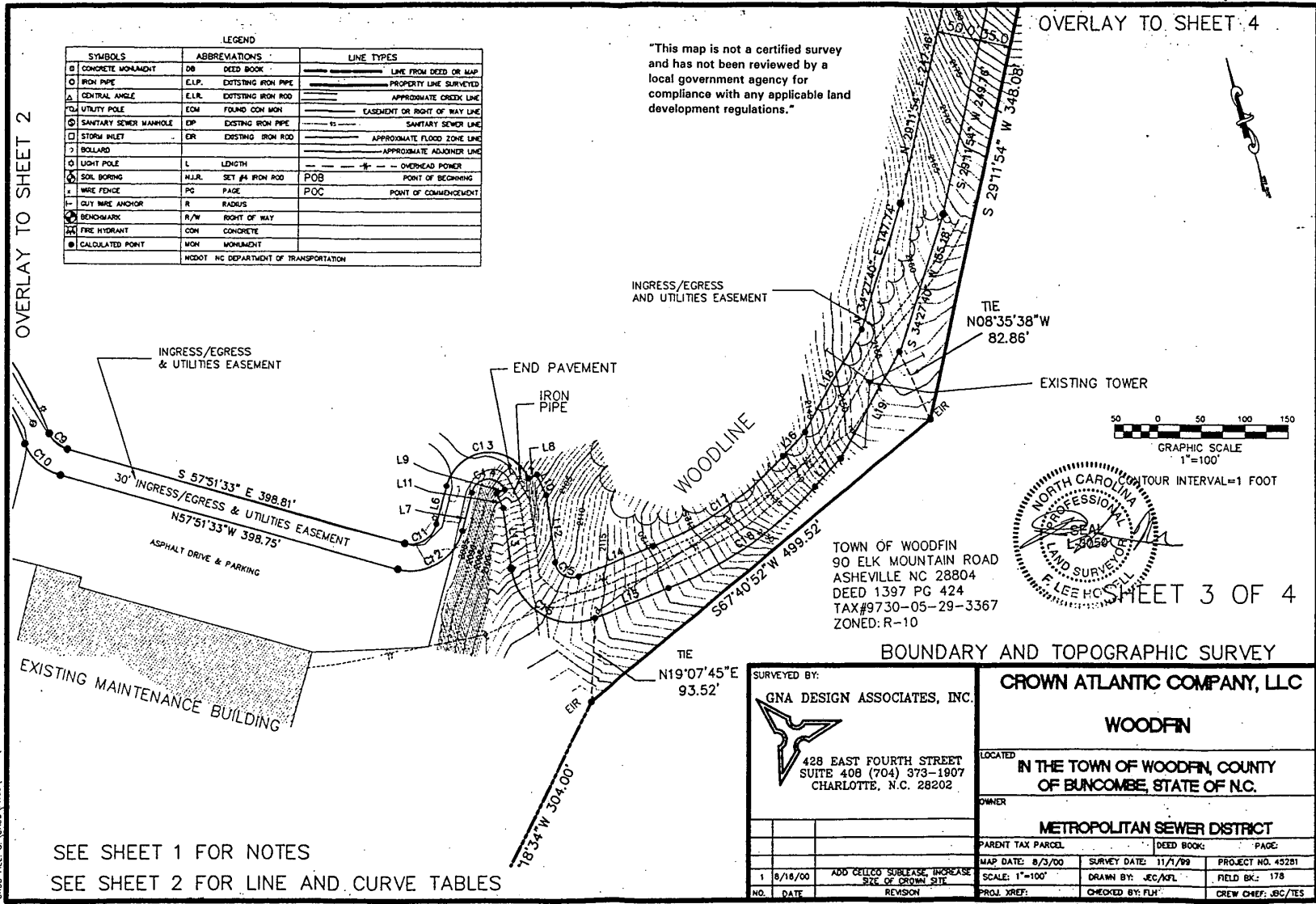
ENT

OVERLAY TO SHEET 2

OVERLAY TO SHEET 4


LEGEND		
SYMBOLS	ABBREVIATIONS	LINE TYPES
DB	DEED BOOK	LINE FROM DEED OR MAP
IRP	EXISTING IRON PIPE	PROPERTY LINE SURVEYED
EA	EXISTING IRON ROD	APPROXIMATE CHECK LINE
ECM	FOUND CON MON	EASEMENT OR RIGHT OF WAY LINE
ERP	EXISTING IRON PIPE	SANITARY SEWER LINE
ERR	EXISTING IRON ROD	APPROXIMATE FLOOD ZONE LINE
L	LENGTH	APPROXIMATE ADJONER LINE
HLR	SET #1 IRON ROD	OVERHEAD POWER
PC	PAGE	POINT OF BEGINNING
R	RADIUS	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY	
CON	CONCRETE	
MON	MONUMENT	
MDDOT NC DEPARTMENT OF TRANSPORTATION		

"This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations."



TOWN OF WOODFIN
 90 ELK MOUNTAIN ROAD
 ASHEVILLE NC 28804
 DEED 1397 PG 424
 TAX#97730-05-29-3367
 ZONED: R-10

BOUNDARY AND TOPOGRAPHIC SURVEY

SURVEYED BY: GNA DESIGN ASSOCIATES, INC.		CROWN ATLANTIC COMPANY, LLC	
 428 EAST FOURTH STREET SUITE 408 (704) 373-1907 CHARLOTTE, N.C. 28202		WOODFIN	
		LOCATED IN THE TOWN OF WOODFIN, COUNTY OF BUNCOMBE, STATE OF N.C.	
OWNER		METROPOLITAN SEWER DISTRICT	
PARENT TAX PARCEL		DEED BOOK:	PAGE:
MAP DATE: 8/3/00	SURVEY DATE: 11/1/99	PROJECT NO. 45281	FIELD BK.: 178
NO. 1	DATE 8/16/00	REVISION: ADD CELLO SUBLEASE, INCREASE SIZE OF CROWN SITE	DRAWN BY: JEC/KFL
NO.	DATE	REVISION	CHECKED BY: FLH
		PROJ. XREF:	CREW CHIEF: JBC/TES

SEE SHEET 1 FOR NOTES
 SEE SHEET 2 FOR LINE AND CURVE TABLES

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BU 800492
 NC Woodfin CAC
 PPAB 3314668v7

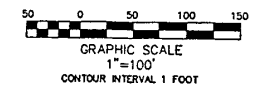
"This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations."

COLEMAN DEVELOPMENT GROUP LLC.
DEED BOOK 2063 PG.216
TAX# 3730-06-48-8818
ZONED: R-21

PROPOSED CL TOWER
GRID N: 216,148.536 M (NAD83)
GRID E: 284,449.010 M (NAD83)
LATITUDE: 35°38'43.68" (NAD83)
LONGITUDE: 82°35'29.04" (NAD83)
CONVERGENCE: -2°04'22.26"
EXISTING GROUND ELEVATION: 2122.0±FT.
SCALE FACTOR: 0.999896

NGS MONUMENT "GOLF2"
GRID N: 214,746.314 M (NAD83)
GRID E: 287,622.393 M (NAD83)
LATITUDE: 35°38'01.914" (NAD83)
LONGITUDE: 82°33'20.966" (NAD83)
CONVERGENCE: -2°03'08"
SCALE FACTOR: 0.9998948
ELEVATION: 2113.0 M (NAVD88)
(POC) ALL PARCELS

LEGEND		
SYMBOLS	ABBREVIATIONS	LINE TYPES
□	CONCRETE MONUMENT	DB DEED BOOK
○	IRON PIPE	E.I.P. EXISTING IRON PIPE
△	CENTRAL ANGLE	E.I.R. EXISTING IRON ROD
⊥	UTILITY POLE	ECM FOUND CON MON
⊕	SANITARY SEWER MANHOLE	ESM EXISTING IRON PIPE
⊖	STORM INLET	ESR EXISTING IRON ROD
○	LIGHT POLE	L LENGTH
⊙	SOIL BORING	M.J.R. SET #4 IRON ROD
⊥	WIRE FENCE	PG PAGE
⊙	UTILITY WIRE ANCHOR	R RADIUS
⊙	MONUMENT	R/W RIGHT OF WAY
⊙	FIRE HYDRANT	CON CONCRETE
⊙	CALCULATED POINT	MON MONUMENT
		NC DOT NC DEPARTMENT OF TRANSPORTATION



SEAL
L-3050
F. LEE HOWELL
PROF. SURVEYOR
SHEET 4 OF 4

TOWN OF WOODFIN
90 ELK MOUNTAIN ROAD
ASHEVILLE NC 28804
DEED 1397 PG 424
TAX#9730-05-29-3367
ZONED: R-10

BOUNDARY AND TOPOGRAPHIC SURVEY

SURVEYED BY:
GNA DESIGN ASSOCIATES, INC.
428 EAST FOURTH STREET
SUITE 408 (704) 373-1907
CHARLOTTE, N.C. 28202

CROWN ATLANTIC COMPANY, LLC
WOODFIN
LOCATED IN THE TOWN OF WOODFIN, COUNTY OF BUNCOMBE, STATE OF NC.

OWNER		METROPOLITAN SEWAGE DISTRICT	
PARENT TAX PARCEL	DEED BOOK	PAGE	
MAP DATE: 8/2/00	SURVEY DATE: 11/1/99	PROJECT NO. 45281	
SCALE: 1"=100'	DRAWN BY: JEC/KFL	FIELD BK.: 178	
PROJ. XREF:	CHECKED BY: FLH	CREW CHIEF: JBC/TES	

SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR LINE AND CURVE TABLES

OVERLAY TO SHEET 3

CADD FILE: G:\CADD\PROJ\14581\FINAL.DWG

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats

BU 800492
NC Woodfin CAC
PPAB 3314668v7

CROWN ATLANTIC LEASE AREA

All that certain parcel of land lying and being situate in the Town of Woodfin, County of Buncombe, State of North Carolina, being a portion of the lands of Metropolitan Sewage District, as described in the Office of Register of Deeds for the County of Buncombe in Deed Book 931 at page 495, containing 1.079 acres, more or less, designated as Crown Atlantic Company, LLC, Lease Area on a map for Crown Castle International Corporation, by GNA Design Associates, Inc., dated August 2, 2000, revised August 16, 2000, and being more fully described as:

Commencing at North Carolina Geodetic Monument "Golf 2," having published data on the North Carolina State Plane Grid (North American Datum of 1983) of:

 Northing: 214,746.314 meters East: 287,622.392 meters

 Scale Factor: 0.9998945 Convergence Angle: -02°03'08";

thence from said beginning point, the following grid bearings and horizontal distances, North 65°52'55" West for 11,254.69 feet (11,252.38 feet grid) to a set iron pin and the POINT OF BEGINNING; thence South 46°02'12" West for 235.00 feet; thence North 43°57'48" West for 200.00 feet; thence North 46°02'12" East for 235.00 feet; thence South 43°57'48" East for 200.00 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress and utilities, being described as follows:

INGRESS/EGRESS EASEMENT

All that certain parcel of land lying and being situate in the Town of Woodfin, County of Buncombe, State of North Carolina, being a portion of the lands of Metropolitan Sewage District, as described in the Office of Register of Deeds for the County of Buncombe in Deed Book 931 at page 495, containing 3.402 acres, more or less, designated as "Ingress/Egress and Utilities Easement" on a map for Crown Castle International Corporation, by GNA Design Associates, Inc., dated August 2, 2000, revised August 16, 2000 and being more fully described as:

Commencing at North Carolina Geodetic Monument "Golf 2," having published data on the North Carolina State Plane Grid (North American Datum of 1983) of:

 Northing: 214,746.314 meters East: 287,622.393 meters

 Scale Factor: 0.9998945 Convergence Angle: -02°03'08";

thence from said beginning point, the following grid bearings and horizontal distances, North 65°52'55" West for 11,254.69 feet (11,252.38 feet grid), the point of beginning for the above described Crown Atlantic Lease Area; thence with the southeasterly line of said Lease Area South 46°02'12" West for 74.06 feet to the POINT OF BEGINNING; thence South 34°20'21" East for 233.61 feet to a point of curvature for a curve to the right (concave westerly), said curve having the following parameters:

 Central Angle: 63°32'15"

 Radius: 200.00 feet

 Tangent: 123.85 feet

 Chord: 210.60 feet

 Chord Bearing: South 02°34'13" East;

thence along arc of said curve for an arc distance of 221.79 feet, said point being

located South 55°52'24" West for 77.42 feet from an existing iron pin on the line of said Metropolitan Sewage District and property of the Town of Woodfin, described in said Registry in Deed Book 1397 at page 424; thence South 29°11'54" West for 249.76 feet; thence South 34°27'40" West for 155.18 feet, said point being located North 08°35'38" West for 82.86 feet from an existing iron pin on the said line of said Town of Woodfin and Metropolitan Sewage District; thence South 46°12'29" West for 142.17 feet; thence South 59°46'54" West for 42.57 feet to a curve to the right (concave northerly), said curve having the following parameters:

Central Angle: 25°30'02" Radius: 447.33 feet
Tangent: 101.22 feet Chord: 197.45 feet

Chord Bearing: South 72°3'56" West;

thence along arc of said curve for an arc distance of 199.09 feet; thence South 85°16'56" West for 95.45 feet to a point of curvature for a curve to the right (concave westerly), said curve having the following parameters:

Central Angle: 103°38'44" Radius: 70.00 feet
Tangent: 89.03 feet Chord: 110.05 feet

Chord Bearing: North 42°53'43" West;

thence along arc of said curve for an arc distance of 126.63 feet; thence North 08°55'40" East for 68.53 feet; thence North 07°53'57" West for 17.91 feet; thence North 82°06'03" East for 10.00 feet to a point of curvature for a non-tangent curve to the left (concave southerly), said curve having the following parameters:

Central Angle: 140°33'52" Radius: 20.00 feet
Tangent: 55.80 feet Chord: 37.65 feet

Chord Bearing: North 78°10'53" West;

thence along arc of said curve for an arc distance of 49.07 feet; thence South 31°32'11" West for 44.16 feet to a point of curvature for a curve to the right (concave northerly), said curve having the following parameters:

Central Angle: 90°36'16" Radius: 60.00 feet
Tangent: 60.64 feet Chord: 85.30 feet

Chord Bearing: South 76°50'19" West;

thence along arc of said curve for an arc distance of 94.88 feet; thence North 57°51'33" West for 398.75 feet to a point of curvature for a curve to the right (concave easterly), said curve having the following parameters:

Central Angle: 52°51'28" Radius: 60.00 feet
Tangent: 29.82 feet Chord: 53.41 feet

Chord Bearing: North 31°37'50" West;

thence along arc of said curve for an arc distance of 55.35 feet to a point of reverse curve (concave westerly), said curve having the following parameters:

Central Angle: 37°55'26" Radius: 381.46 feet
Tangent: 131.06 feet Chord: 247.90 feet

Chord Bearing: North 24°09'49" West;

thence along arc of said curve for an arc distance of 252.49 feet; thence North 43°07'30" West for 391.67 feet; to a point of curvature for a curve to the left (concave southwesterly), said curve having the following parameters:

Central Angle: 25°08'15" Radius: 185.00 feet
Tangent: 41.25 feet Chord: 80.52 feet

Chord Bearing: North 54°54'02" West;

thence along arc of said curve for an arc distance of 81.17 feet; thence North 66°40'28" West for 84.12 feet to a point of curvature for a curve to the left (concave southerly), said curve having the following parameters:

Central Angle: 66°05'57" Radius: 179.20 feet
 Tangent: 116.60 feet Chord: 195.46 feet
 Chord Bearing: South 82°25'01" West;
 thence along arc of said curve for an arc distance of 206.74 feet; thence South
 50°26'07" West for 77.56 feet; thence South 29°11'24" West for 111.09 feet; thence
 South 07°00'29" West for 175.96 feet to a point of curvature for a curve to the right
 (concave northwesterly), said curve having the following parameters:
 Central Angle: 75°06'28" Radius: 60.00 feet
 Tangent: 46.13 feet Chord: 73.14 feet
 Chord Bearing: South 44°33'43" West;
 thence along arc of said curve for an arc distance of 78.65 feet; thence South
 82°06'58" West for 236.31 feet thence South 82°15'48" West for 145.78 feet to a point
 near the centerline of NC Route 191 (right of way 100 feet); thence with said centerline
 North 12°44'30" West for 30.11 feet; thence leaving said centerline and crossing said
 right of way North 82°15'48" East for 148.37 feet; thence North 82°06'58" East for
 236.27 feet to a point of curvature for a curve to the left (concave north westerly), said
 curve having the following parameters:
 Central Angle: 75°06'28" Radius: 30.00 feet
 Tangent: 23.06 feet Chord: 36.57 feet
 Chord Bearing: North 44°33'44" East;
 thence along arc of said curve for an arc distance of 39.33 feet; thence North
 07°00'29" East for 181.84 feet; thence North 29°11'24" East for 122.61 feet; thence
 North 50°26'07" East for 83.18 feet to a point of curvature for a curve to the right
 (concave southerly), said curve having the following parameters:
 Central Angle: 65°47'12" Radius: 209.20 feet
 Tangent: 135.30 feet Chord: 227.23 feet
 Chord Bearing: North 82°24'50" East;
 thence along arc of said curve for an arc distance of 240.21 feet; thence South
 66°40'28" East for 83.38 feet to a point of curvature for a curve to the right (concave
 northerly), said curve having the following parameters:
 Central Angle: 25°01'21" Radius: 215.00 feet
 Tangent: 47.71 feet Chord: 93.15 feet
 Chord Bearing: South 54°54'02" East;
 thence along arc of said curve for an arc distance of 93.90 feet; thence South
 43°07'30" East for 391.47 feet to a point of curvature for a curve to the right (concave
 southerly), said curve having the following parameters:
 Central Angle: 37°55'26" Radius: 411.46 feet
 Tangent: 141.37 feet Chord: 267.40 feet
 Chord Bearing: South 24°09'49" East;
 thence along arc of said curve for an arc distance of 272.34 feet to a point of reverse
 curvature, said curve being concave northerly and having the following parameters:
 Central Angle: 52°56'27" Radius: 30.00 feet
 Tangent: 14.94 feet Chord: 26.74 feet
 Chord Bearing: South 31°40'20" East;
 thence along arc of said curve for an arc distance of 27.72 feet; thence South
 57°51'33" East for 398.81 feet to a point of curvature for a curve to the left (concave
 north westerly), said curve having the following parameters:
 Central Angle: 90°36'16" Radius: 30.00 feet
 Tangent: 30.32 feet Chord: 42.65 feet
 Chord Bearing: North 76°50'19" East;

thence along arc of said curve for an arc distance of 47.44 feet; thence North 31°32'11" East for 44.16 feet to a point of curvature for a curve to the right (concave southerly), said curve having the following parameters:

Central Angle: 140°33'52" Radius: 50.00 feet
Tangent: 139.51 feet Chord: 94.14 feet
Chord Bearing: South 78°10'53" East;

thence along arc of said curve for an arc distance of 122.67 feet; thence North 82°06'03" East for 10.00 feet; thence South 07°53'57" East for 25.31 feet; thence South 08°55'40" West for 75.92 feet to a point of curvature for a curve to the left (concave northerly), said curve having the following parameters:

Central Angle: 103°38'46" Radius: 20.00 feet
Tangent: 25.44 feet Chord: 31.44 feet
Chord Bearing: South 42°53'43" East;

thence along arc of said curve for an arc distance of 36.18 feet; thence North 85°16'56" East for 95.45 feet to a point of curvature for a curve to the left (concave northerly), said curve having the following parameters:

Central Angle: 25°30'02" Radius: 397.33 feet
Tangent: 89.91 feet Chord: 175.38 feet
Chord Bearing: North 72°31'56" East;

thence along arc of said curve for an arc distance of 176.84 feet; thence North 59°46'55" East for 36.62 feet; thence North 46°12'29" East for 131.07 feet; thence North 34°27' 40" East for 147.74 feet; thence North 29°11'54" East for 247.46 feet to a point of curvature for a curve to the left (concave westerly), said curve having the following parameters:

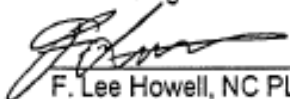
Central Angle: 63°32'15" Radius: 150.00 feet
Tangent: 92.89 feet Chord: 157.95 feet
Chord Bearing: North 02°34'13" West;

thence along arc of said curve for an arc distance of 166.34 feet; thence North 34°20'21" West for 225.14 feet to an intersection with the southerly line of the above described Crown Atlantic Lease Area; thence with the said southerly line of said Crown Atlantic Lease Area North 46°02'12" East for 50.71 feet to the POINT OF BEGINNING.

Said parcels subject to easements and restrictions of record.

Prepared: August 8, 2000
Revised: August 17, 2000
Prepared by: GNA Design Associates, Inc.
428 E. Fourth St. Suite 408
Charlotte, NC 28202
(704) 373-1907

GNA Design Associates, Inc.


F. Lee Howell, NC PLS L-3050



FILE: G:\CADD\PROJ\45281\CORRESPONDENCE\DESCRIPTION.WPD

Metropolitan Sewerage District of Buncombe County

BOARD INFORMATIONAL ITEM

Meeting Date: January 17, 2018

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 November 30, 2017

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 November 30, 2017 were \$80,534,086. The detailed listing of accounts is available upon request. The average rate of return for all investments is 0.864%. 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 November 30, 2017 do not reflect contractual commitments or encumbrances against said funds. Shown below are the total investments as of November 30, 2017 reduced by contractual commitments, bond funds, and District reserve funds. The balance available for future capital outlay is \$34,120,478.

Total Cash & Investments as of 11/30/2017		80,534,086
Less:		
Budgeted Commitments (Required to pay remaining FY18 budgeted expenditures from unrestricted cash)		
Construction Funds	(22,375,030)	
Operations & Maintenance Fund	(10,212,098)	
		(32,587,128)
Bond Restricted Funds		
Bond Service (Funds held by trustee):		
Funds in Principal & Interest Accounts	(34,324)	
FY18 Principal & Interest Due	(8,495,504)	
		(8,529,828)
District Reserve Funds		
Fleet Replacement	(646,226)	
Pump Replacement	(49,955)	
WWTP Replacement	(469,734)	
Maintenance Reserve	(966,454)	
		(2,132,369)
District Insurance Funds		
General Liability	(345,285)	
Worker's Compensation	(214,829)	
Post-Retirement Benefit	(1,667,532)	
Self-Funded Employee Medical	(936,637)	
		(3,164,283)
Designated for Capital Outlay		34,120,478

Staff Recommendation

None. Information Only.

Action Taken

Motion by:

Second by:

Other:

Follow-up Required:

to

**Approve
Table**

Disapprove

Send to Committee

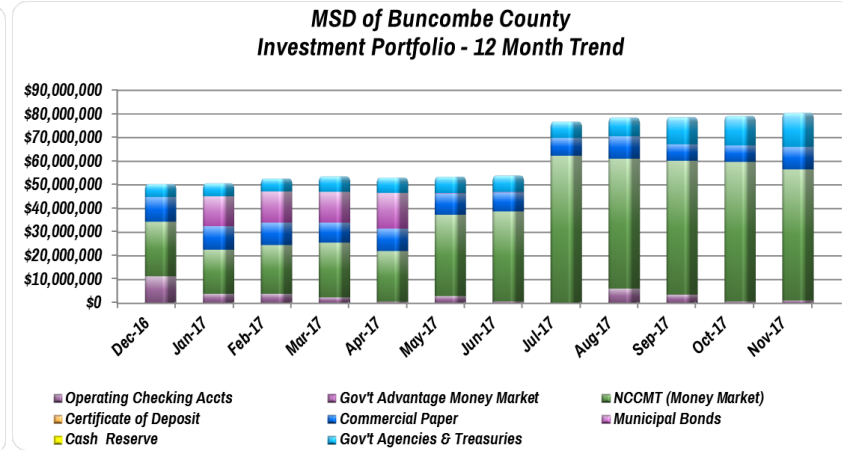
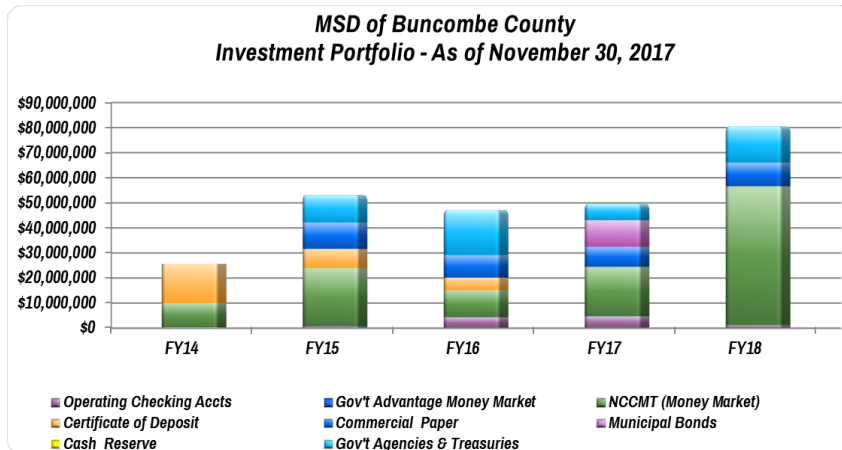
Person Required:

Deadline:

Metropolitan Sewerage District of Buncombe County Investment Portfolio

	Operating Checking Accounts	Gov't Advantage Money Market	NCCMT (Money Market)	Certificate of Deposit	Commercial Paper	Municipal Bonds	Cash Reserve	Gov't Agencies & Treasuries	Total
Held with Bond Trustee	\$ -	\$ -	\$ 6,602,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,602,784
Held by MSD	1,129,374	46,675	48,818,298	-	9,471,313	-	-	14,465,642	73,931,302
	<u>\$ 1,129,374</u>	<u>\$ 46,675</u>	<u>\$ 55,421,082</u>	<u>\$ -</u>	<u>\$ 9,471,313</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,465,642</u>	<u>\$ 80,534,086</u>

Investment Policy Asset Allocation	Maximum Percent	Actual Percent	
U.S. Government Treasuries, Agencies and Instrumentalities	100%	17.96%	No significant changes in the investment portfolio as to makeup or total amount.
Bankers' Acceptances	20%	0.00%	
Certificates of Deposit	100%	0.00%	The District 's YTM of 1.20% is exceeding the YTM benchmarks of the 6 month T-Bill and NCCMT Cash Portfolio.
Commercial Paper	20%	11.76%	
Municipal Bonds	100%	0.00%	
North Carolina Capital Management Trust	100%	68.82%	
Checking Accounts:	100%		All funds invested in CD's, operating checking accounts, Gov't Advantage money market are fully collateralized with the State Treasurer.
Operating Checking Accounts		1.40%	
Gov't Advantage Money Market		0.06%	



Board Meeting: January 17, 2018

Subject: Cash Commitment/Investment Report-Month Ended November 30, 2017

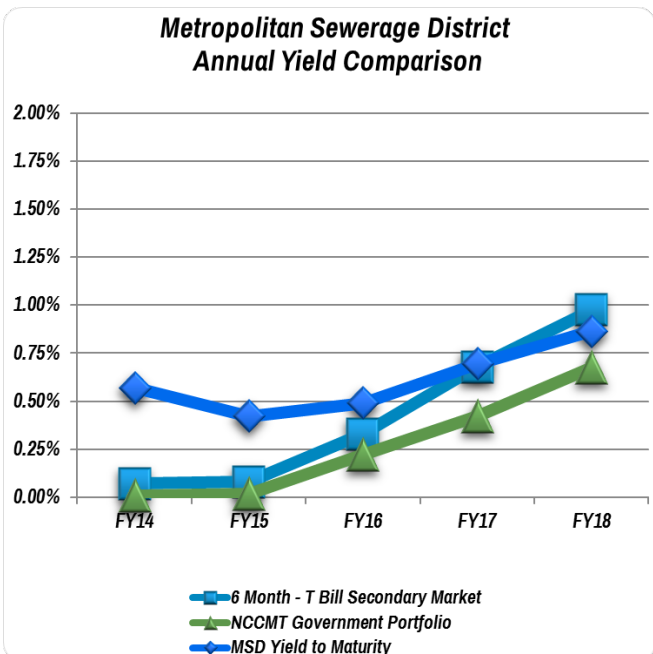
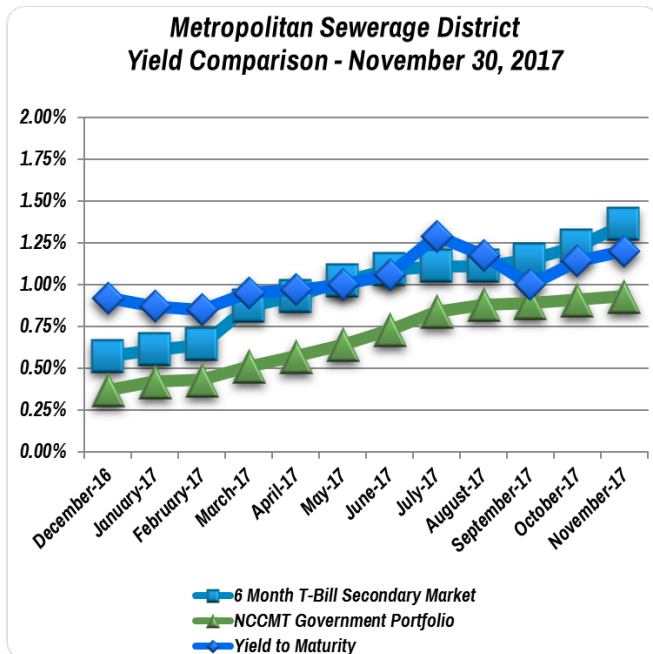
Page -3-

**METROPOLITAN SEWERAGE DISTRICT
INVESTMENT MANAGERS' REPORT
At November 30, 2017**

Summary of Asset Transactions			
	Original Cost	Market	Interest Receivable
Beginning Balance	\$ 68,517,599	\$ 68,537,889	\$ 65,898
Capital Contributed (Withdrawn)	2,113,293	2,113,293	-
Realized Income	75,164	75,164	(30,288)
Unrealized/Accrued Income	6,001	4,961	10,962
Ending Balance	<u>\$ 70,712,057</u>	<u>\$ 70,731,306</u>	<u>\$ 46,572</u>

Value and Income by Maturity		
	Original Cost	Income
Cash Equivalents <91 Days	\$ 56,254,080	\$ 48,368
Securities/CD's 91 to 365 Days	8,962,078	7,706
Securities/CD's > 1 Year	5,495,900	4,725
	<u>\$ 70,712,057</u>	<u>\$ 60,799</u>

Month End Portfolio Information	
Weighted Average Maturity	109
Yield to Maturity	1.20%
6 Month T-Bill Secondary Market	1.36%
NCCMT Government Portfolio	0.93%

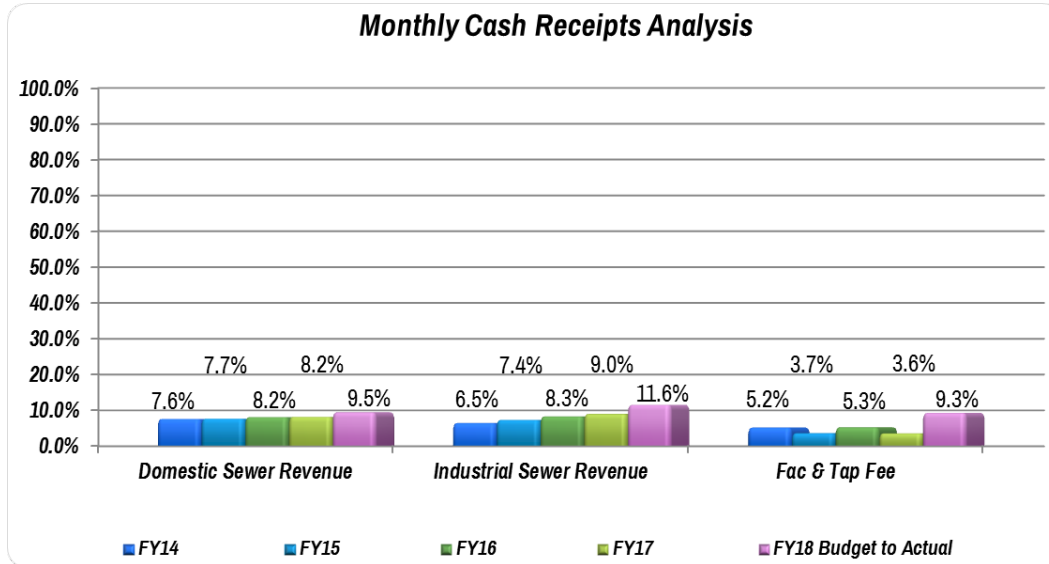


Board Meeting: January 17, 2018

Subject: Cash Commitment/Investment Report-Month Ended November 30, 2017

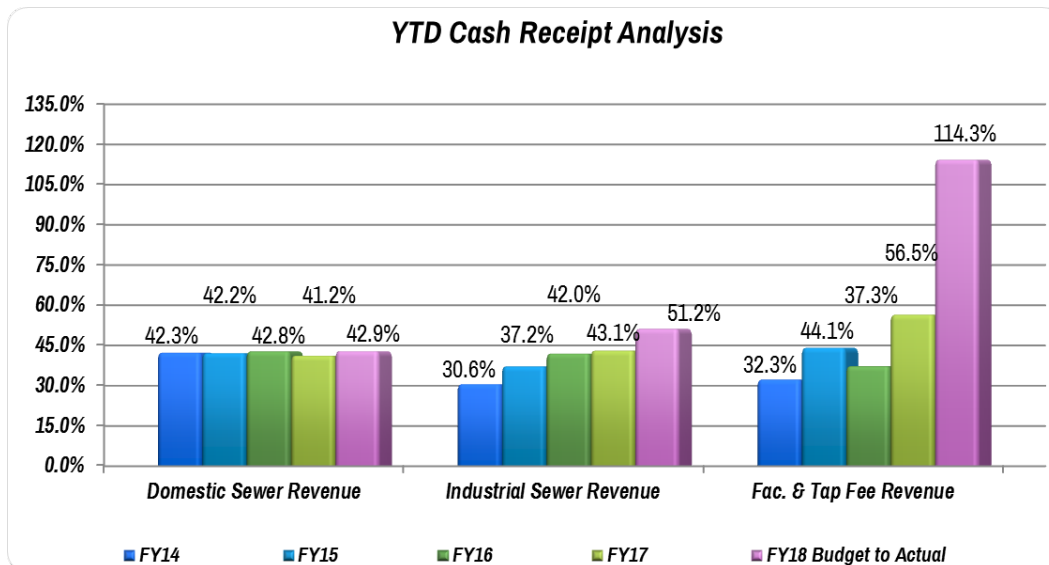
Page -4-

**METROPOLITAN SEWERAGE DISTRICT
ANALYSIS OF CASH RECEIPTS
As of November 30, 2017**



Monthly Cash Receipts Analysis:

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



YTD Actual Revenue Analysis:

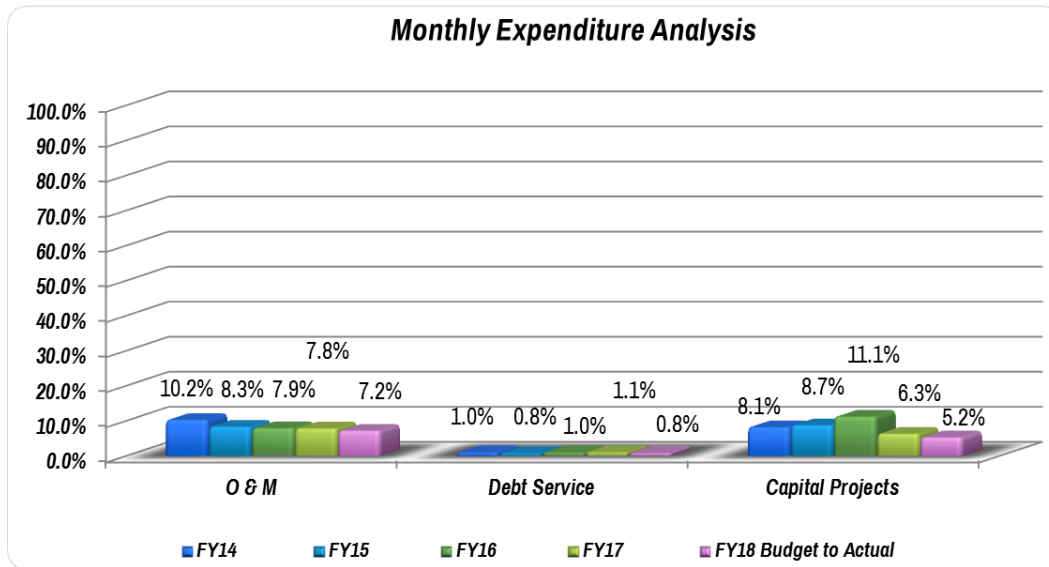
- YTD domestic sewer revenue is considered reasonable based on historical trends.
- YTD industrial sewer revenue is reasonable based on historical trends.
- Due to the unpredictable nature of facility and tap fee revenue, staff considers facility and tap fee revenue reasonable.

Board Meeting: January 17, 2018

Subject: Cash Commitment/Investment Report-Month Ended November 30, 2017

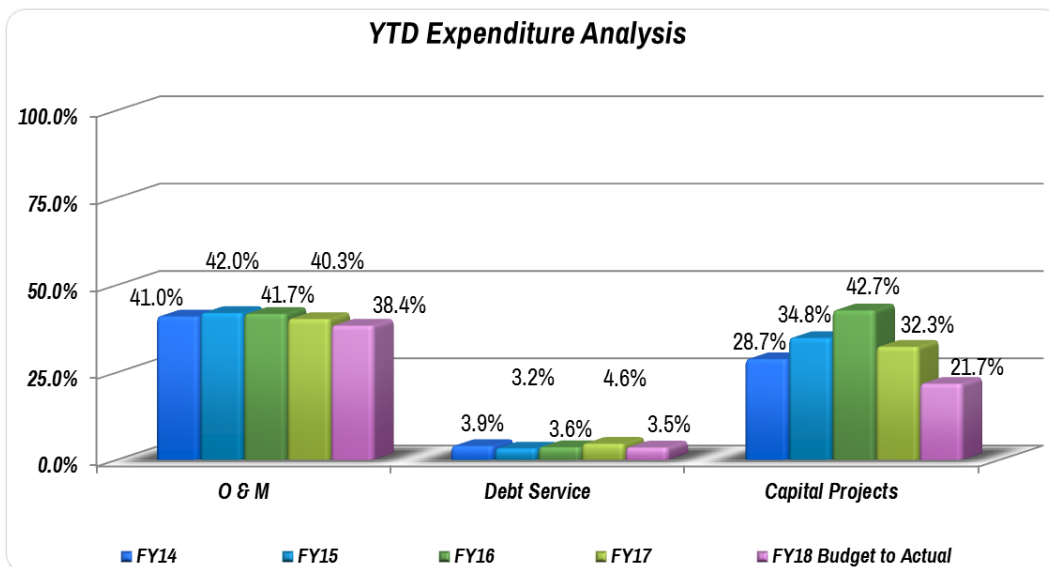
Page -5-

**METROPOLITAN SEWERAGE DISTRICT
ANALYSIS OF EXPENDITURES
As of November 30, 2017**



Monthly Expenditure Analysis:

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



YTD Expenditure Analysis:

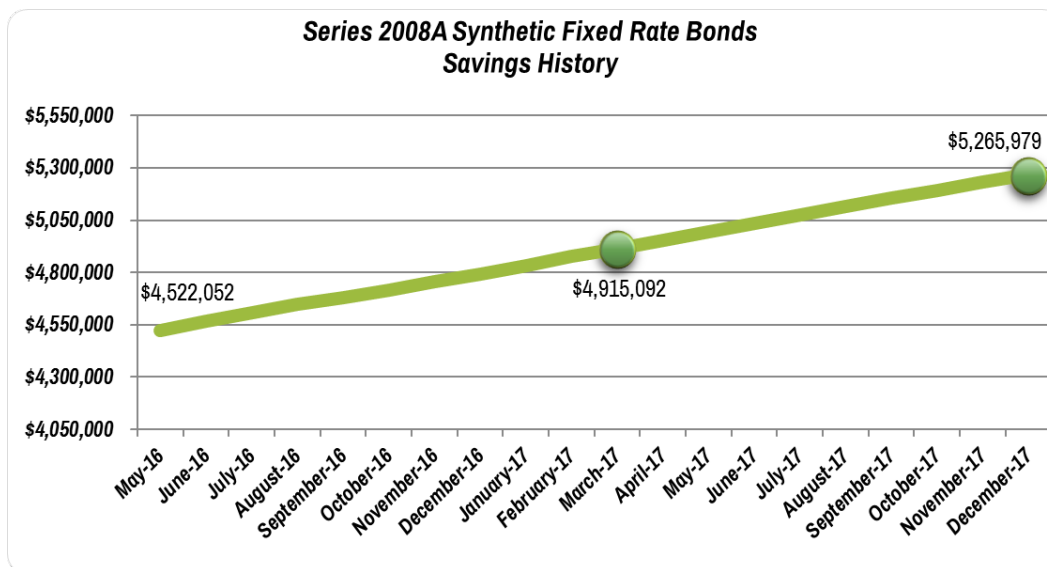
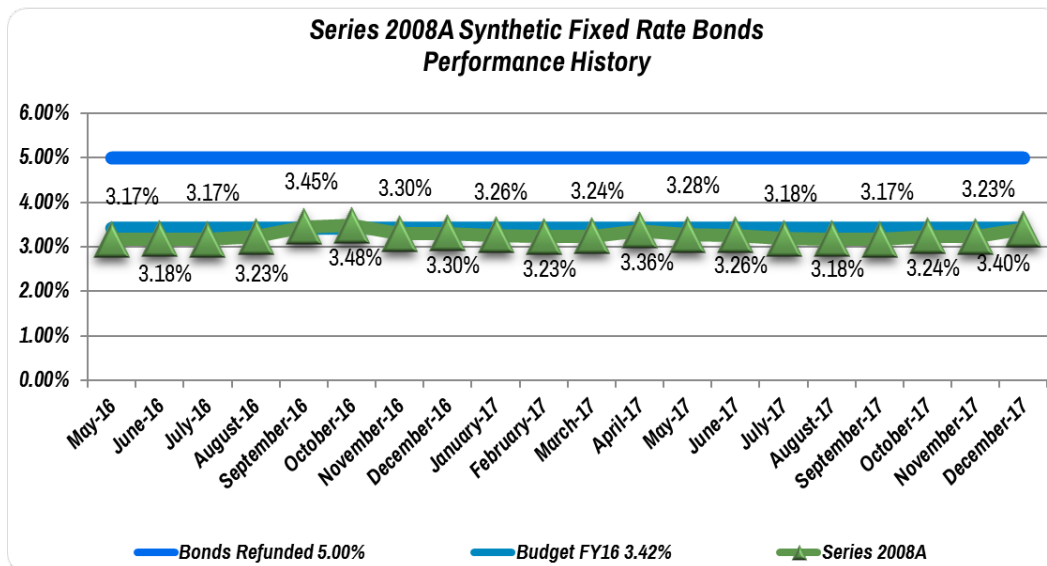
- YTD O&M expenditures are considered reasonable based on historical trends.
- Due to the nature of the variable rate bond market, YTD expenditures can vary year to year. Based on current variable interest rates, YTD debt service expenditures are considered reasonable.
- Due to nature and timing of capital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

Board Meeting: January 17, 2018

Subject: Cash Commitment/Investment Report-Month Ended November 30, 2017

Page -6-

**METROPOLITAN SEWERAGE DISTRICT
VARIABLE DEBT SERVICE REPORT
As of December 31, 2017**



Series 2008A:

- Savings to date on the Series 2008A Synthetic Fixed Rate Bonds is \$5,265,979 as compared to 4/1/2008 fixed rate of 4.85%.
- Assuming that the rate on the Series 2008A Bonds continues at the current all-in rate of 3.9475%, MSD will achieve cash savings of \$4,670,000 over the life of the bonds.
- MSD would pay \$3,416,641 to terminate the existing Bank of America Swap Agreement.

STATUS REPORTS

MSD System Services In-House Construction

FY 17-18 PROJECTS

PROJECT NAME	LOCATION	ZIP CODE	ESTIMATED FOOTAGE	ESTIMATED PROJECT DATES	WO#	CREW	COMPLETION DATE	ACTUAL FOOTAGE	NOTES
11 Greenbriar Emergency Repair	Asheville	TBA	50	7/1/17 - 7/10/17	244238	632	7/7/2017	52	complete
Sycamore Drive @ Walnut Street (Phase 2)	Arden	28704	290	7/1/17 - 7/31/17	244350	631	7/14/2017	291	complete
Windsor Road @ Beaverbrook Road	North Asheville	28804	726	7/8/17-7/31/17	228305	632	7/31/2017	725	complete
Nebraska Street Emergency Rehabilitation (Ph.	W. Asheville	28806	415	8/1/17 - 9/1/17	240563	631	8/10/2017	414	complete
Celia Place at Bond Street (Rework)	N. Asheville	28801	250	8/1/17 - 8/11/17	244891	632	8/10/2017	80	complete
Windsor Road @ Beaverbrook Road (Ph. 2)	North Asheville	28804	125	8/14/17 - 9/1/17	244938	632	8/17/2017	124	complete
Sycamore Drive @ Walnut Street (Phase 3)	Arden	28704	494	8/11/17 - 9/1/17	245100	631	8/30/2017	479	complete
185 Mississippi Road	Montreat	28757	143	9/2/15 - 9/5/17	245783	632	9/5/2017	143	complete
Cedar Lane @ Oak Terrace	Arden	28704	1000	9/1/17 - 10/2/17	237374	631	9/28/2017	1001	complete
Penelope Street @ W. Cotton Ave	Black Mountain	28711	700	9/2/17 - 10/2/17	222331	632	9/29/2017	741	complete
Raliegh Avenue @ Marietta Street	Asheville	28803	655	10/2/17 - 11/1/17	237100	631	10/31/2017	746	complete
Manila Street	Asheville	28806	650	10/2/17-11/10/17	246373	632	11/10/2017	654	complete
44 Forsythe St	Asheville	28801	350	11/2/17 - 11/30/17	237035	631	11/17/2017	344	complete
School Road at Woodland (Ph. 1)	W. Asheville	28806	350	11/13/17 - 12/13/17	224993	632	11/29/2017	319	complete
School Road at Woodland (Ph. 2)	W. Asheville	28806	150	11/13/17 - 12/13/17	224993	632	11/29/2017	154	complete
Wilson Avenue at Grovemont Avenue	Swannanoa	28778	1480	12/1/17 - 1/3/18	247244	631	12/18/2017	1491	complete
Buchanan Ave Ph. 1 Sewer Rehabilitation	Asheville	28801	340	12/4/17 - 12/31/17	247996	632	12/19/2017	206	complete
209 Cane Creek Road Sewer Replacement	Fletcher	28732	337	12/28/17 - 1/12/18	232970	632			In Construction
149 Weston Rd	Arden	28704	210	12/28/17 - 1/12/18	225004	631			In Construction
Fairfax Avenue	Asheville	28806	208	1/15/18 - 1/31/18	246376	632			ready for construction
Montford Park	Asheville	28801	410	1/15/18 - 1/31/18	246543	631			ready for construction
Laurel Road Phase 2	Arden	28704	1496	2/1/18 - 3/1/18	248227	632			ready for construction
Asheville Country Club Phase 1C	North Asheville	28804	1210	2/1/18 - 3/15/18	237431	631			ready for construction
Governors View Road @ Bull Mountain Road	Asheville	28805	785	FY17-18	238394	632			ready for construction
Williamette Circle Sanitary Sewer Rehabilitation	Weaverville	28787	183	FY17-18	233748	TBA			ready for construction
Roberts Street	Asheville	28801	311	FY17-18	246375	TBA			ready for construction
Royal Pines @ Oak Terrace	Arden	28704	1000	FY17-18	237372	TBA			ready for construction
4 Westview Rd	Asheville - Oakley	28803	740	FY17-18	238683	TBA			ready for construction
Carlyle Way @ Sweenten Creek Rd	South Asheville	28803	100	FY17-18	232211	TBA			ready for construction
817 Montreat Road	Black Mountain	28711	340	FY17-18	228942	TBA			ready for construction
15 Dew Waite Road	Ridgecrest	28770	533	FY17-18	236553	TBA			In ROW
252 Kenilworth Road	Asheville	28803	800	FY17-18	234632	TBA			In ROW
Charlotte Street @ N Ridgeway Avenue	Black Mountain	28711	1073	FY17-18	232699	TBA			In Design
Lapsley Lane @ Brevard Road	Avery's Creek	28704	576	FY17-18	237319	TBA			Preliminary Engineering
Sunset Dr. @ Vance Drive	Black Mountain	28711	1010	FY17-18	237499	TBA			Preliminary Engineering



CONSTRUCTION TOTALS BY DATE COMPLETED - Monthly

From 7/1/2017 to 11/30/2017

	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 2017	34	3	148	1,187	28	28	10,760	0	8	632	11	436	1076
August 2017	41	12	280	1,174	21	31	6,251	0	148	618	8	399	1165
September 2017	36	6	169	685	25	18	688	0	151	741	10	1,001	1893
October 2017	29	6	87	1,184	37	32	60	314	71	18	6	728	1131
November 2017	38	9	296	763	27	38	10,310	0	8	1043	13	428	1479
Grand Totals	178	36	979	4,993	138	147	28,069	314	386	3052	48	2,992	6744

* Used to calculate Total Rehab Footage



PIPELINE MAINTENANCE TOTALS BY DATE COMPLETED - Monthly

July 01, 2017 to November 30, 2017

	Main Line Wash Footage	Service Line Wash Footage	Rod Line Footage	Cleaned Footage	CCTV Footage	Smoke Footage	SL-RAT Footage
2017							
July	98,213	1,440	4,785	102,998	24,704	5,840	3,104
August	96,254	1,640	11,382	107,636	16,351	5,000	12,283
September	101,162	932	10,615	111,777	21,245	2,975	8,303
October	110,273	1,822	4,063	114,336	30,290	9,189	11,470
November	111,848	1,741	9,682	121,530	27,909	4,106	13,927
Grand Total:	517,750	7,575	40,527	558,277	120,499	27,110	49,087
Avg Per Month:	103,550	1,515	8,105	111,655	24,100	5,422	9,817



CUSTOMER SERVICE REQUESTS

Monthly - All Crews

CREW	MONTH	JOBS	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
DAY 1ST RESPONDER				
	July, 2017	93	32	31
	August, 2017	97	27	38
	September, 2017	104	33	50
	October, 2017	107	25	37
	November, 2017	110	23	35
		511	28	38
NIGHT 1ST RESPONDER				
	July, 2017	16	29	31
	August, 2017	8	16	60
	September, 2017	18	24	40
	October, 2017	20	23	35
	November, 2017	21	11	18
		83	20	34
ON-CALL CREW *				
	July, 2017	41	47	31
	August, 2017	31	41	57
	September, 2017	29	36	45
	October, 2017	48	51	35
	November, 2017	45	43	39
		194	44	40
Grand Totals:		788	31	38

* On-Call Crew Hours: 8:00pm-7:30am Monday-Friday, Weekends, and Holidays

CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT SUMMARY

January 10, 2018

PROJECT	LOCATION OF PROJECT	CONTRACTOR	AWARD DATE	NOTICE TO PROCEED	ESTIMATED COMPLETION DATE	*CONTRACT AMOUNT	*COMPLETION STATUS (WORK)	COMMENTS
ELKWOOD AVENUE	Woodfin 28804	Thomas Construction Company	9/20/2017	11/6/2017	6/4/2018	\$1,215,002.00	15%	Work is progressing. Contractor has added another crew.
HENDERSONVILLE ROAD @ BLAKE DRIVE	Arden 28704	Terry Brothers Construction Company	12/20/2017	1/2/2018	3/1/2018	\$164,152.00	75%	All pipebursting is complete. Project progressing very well.
HENDERSONVILLE ROAD @ PEACHTREE ROAD	Asheville 28803	Terry Brothers Construction Company	8/16/2017	9/25/2017	3/15/2018	\$426,062.00	90%	Mainline pipe installation is complete. Paving will be done in the Spring.
HENDERSONVILLE ROAD @ ROSSCRAGGON DRIVE, PHASE 2	Arden 28704	TBA	TBA	TBA	TBA	TBA	0%	Project was bid on January 4th. Terry Brothers Construction Company is the apparent low bidder. Project will be presented at January's Board meeting.
JONESTOWN ROAD	Woodfin 28804	TBA	TBA	TBA	TBA	TBA	0%	Project was bid on January 4th. Terry Brothers Construction Company is the apparent low bidder. Project will be presented at January's Board meeting.
LINING CONTRACT NO. 8	Various	IPR Southeast, LLC	1/18/2017	2/20/2017	12/30/2017	\$792,823.73	100%	Project is complete and in close out.
LOUISIANA AVENUE @ BRUCEMONT CIRCLE	Asheville 28806	Terry Brothers Construction Company	7/19/2017	8/21/2017	1/31/2018	\$363,252.00	98%	Final inspection scheduled for today.
POINT REPAIR CONTRACT NO. 2	Various	Patton Construction Group	7/19/2017	8/14/2017	6/30/2018	\$215,610.00	50%	Contractor has completed 11 point repairs.
SOUTH FRENCH BROAD INTERCEPTOR LINING (FY 17-18)	Biltmore Estate 28803	Insituform Technologies	10/18/2017	1/2/2018	4/2/2018	\$1,171,314.00	5%	Work has begun.
SUTTON AVENUE	Black Mountain	Terry Brothers Construction Company	11/15/2017	1/15/2018	5/14/2018	\$1,076,986.00	0%	Preconstruction meeting was held on January 4th. Contractor is currently mobilizing to the jobsite.
WRF - PLANT HEADWORKS IMPROVEMENTS	Woodfin 28804	Judy Construction Company	1/18/2017	4/3/2017	2/25/2019	\$9,061,845.01	26%	Working on Pista Grit and rock excavation for diversion box.

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

Planning & Development Project Status Report

Active Construction Projects Sorted by Work Location and Project Number

January 8, 2017

#	Project Name	Project Number	Work Location	Zip Code	Units	LF	Pre-Construction Conference Date	Comments
1	Franklin School of Innovation	2014096	Asheville	28806	School	359	11/4/2016	Final Inspection complete, awaiting close-out docs
2	First Baptist Relocation	2015032	Asheville	28801	Comm.	333	7/21/2015	Final Inspection complete, awaiting close-out docs
3	Ascot Point Apartments Phase 3	2015114	Asheville	28803	104	213	9/9/2016	Punchlist pending, awaiting closeout documents
4	8 Sulphur Springs Road	2015116	Asheville	28806	6	80	11/22/2016	Final Inspection complete, awaiting close-out docs
5	The District	2015113	Asheville	28803	309	912	2/26/2016	Waiting on final inspection
6	Hampton Inn & Suites	2015144	Asheville	28806	Comm.	286	11/8/2016	Waiting on final inspection
7	340 Emma Road	2015216	Asheville	28806	8	138	12/15/2017	Pre-con held, construction not yet started
8	Atkins Street	2016009	Asheville	28803	45	903	1/20/2017	Waiting on final inspection
9	88 Southside Avenue	2016015	Asheville	28801	18	400	2/21/2017	Waiting on final inspection
10	Hounds Ear (Mears Ave Cottages)	2016123	Asheville	28806	18	402	8/18/2017	Pre-con held, construction not yet started
11	Lausch Subdivision	2016153	Asheville	28805	4	248	5/16/2017	Waiting on final inspection
12	Bear Creek Homes	2016220	Asheville	28806	30	1,400	3/28/2017	Final Inspection complete, awaiting close-out docs
13	Hawthorne at Mills Gap	2016222	Asheville	28803	272	442	10/3/2017	Waiting on final inspection
14	Grindstaff Subdivision	2016246	Asheville	28805	4	132	6/23/2017	Final Inspection complete, awaiting close-out docs
15	Shiloh Cottages	2016252	Asheville	28803	7	180	3/3/2017	Waiting on final inspection
16	Onteora	2017002	Asheville	28803	6	417	7/18/2017	Waiting on final inspection
17	Panda Express	2017080	Asheville	28805	Comm.	100	9/8/2017	Pre-con held, construction not yet started
18	Westover Hills	2017177	Asheville	28801	1	105	10/6/2017	Final Inspection complete, awaiting close-out docs
19	West Keesler Avenue	2007176	Black Mountain	28711	6	410	11/15/2016	Final Inspection complete, awaiting close-out docs
20	Settings at Black Mountain	2008016	Black Mountain	28711	30	907	11/13/2015	Final Inspection complete, awaiting close-out docs
21	808 Montreat Road	2015126	Black Mountain	28711	4	371	4/18/2017	New Contractor, not started yet
22	Tudor Croft (aka Roberts Farm) Ph. 2	2016170	Black Mountain	28711	46	1,320	1/3/2017	Phase 2A inspected, waiting on closeout docs
23	Swannanoa Valley Christian Min.	2017043	Black Mountain	28711	12	195	8/1/2017	Final Inspection complete, awaiting close-out docs
24	Cherokee Trail	2017065	Black Mountain	28711	4	90	8/18/2017	Final Inspection complete, awaiting close-out docs
25	Peregrine's Ridge	2006160	Buncombe Co.	28730	14	635	11/8/2016	Final Inspection complete, awaiting close-out docs
26	Hyde Park Phase 2	2013058	Buncombe Co.	28704	14	500	12/3/2013	Waiting on final inspection
27	Creekside Cottages	2014095	Buncombe Co.	28704	7	504	3/12/2015	Waiting on final inspection
28	Glenn Bridge Road	2014157	Buncombe Co.	28704	30	1,400	1/20/2017	Waiting on final inspection
29	Avondale Subdivision	2015052	Buncombe Co.	28803	4	215	4/7/2017	Pre-con held, construction not yet started
30	Greymont Apartments	2015108	Buncombe Co.	28806	312	3,193	5/17/2016	Punchlist pending, awaiting closeout documents
31	Liberty Oaks Ph. 1A	2015157	Buncombe Co.	28715	125	705	1/17/2017	Final Inspection complete, awaiting close-out docs
32	Bee Tree Village	2015158	Buncombe Co.	28778	26	1,118	3/17/2017	Waiting on final inspection
33	Skyland Exchange	2015217	Buncombe Co.	28704	292	1,090	2/7/2017	Waiting on final inspection
34	Newbridge Pkwy Apts. Phase II	2016013	Buncombe Co.	28804	154	1,368	10/27/2017	Installing
35	Weatherwood Subdivision	2016034	Buncombe Co.	28704	19	785	7/21/2017	Project delayed
36	Moody Ave	2016050	Buncombe Co.	28715	3	180	6/15/2017	Final Inspection complete, awaiting close-out docs
37	Long Shoals Apts.	2016070	Buncombe Co.	28704	475	930	7/10/2017	Waiting on final
38	Perry Lane Apartments	2016075	Buncombe Co.	28704	120	710	11/7/2017	Testing
39	The Preserve at Avery's Creek	2016089	Buncombe Co.	28704	141	4,000	6/16/2017	Installing
40	Biltmore Lake Block I, Phase 3	2016234	Buncombe Co.	28803	23	1,887	5/23/2017	Waiting on final inspection
41	Biltmore Lake Bock D2-E	2016243	Buncombe Co.	28803	19	3,265	5/23/2017	Waiting on final inspection
42	The Ramble Block G	2017025	Buncombe Co.	28803	34	1,980	8/29/2017	Testing
43	The Ramble Block F, Phase 1	2017038	Buncombe Co.	28803	34	3,845	11/3/2017	Installing
44	The Ramble Block H, Phase 1	2017039	Buncombe Co.	28803	4	1,440	5/23/2017	Waiting on final inspection
45	South Cliff Village	2017041	Buncombe Co.	28730	34	1,345	9/1/2017	Waiting on final inspection
46	Greenwood Park Phase 1	2014067	Weaverville	28787	7	283	9/1/2015	Final Inspection complete, awaiting close-out docs
47	Creekside Village Phases III, IV, & V	2015167	Weaverville	28787	45	1,835	1/17/2017	Final Inspection complete, awaiting close-out docs
48	New Homes at North Main (Crittter)	2016052	Weaverville	28787	54	1,808	2/10/2017	Final Inspection complete, awaiting close-out docs
49	Maple Trace Phase 3	2016245	Weaverville	28787	24	1,260	5/2/2017	Final Inspection complete, awaiting close-out docs
50	Mattera Subdivision	2017023	Weaverville	28787	6	264	11/3/2017	Waiting on final inspection
51	Lake Louise	2017104	Weaverville	28787	4	80	12/15/2017	Pre-con held, construction not yet started
52	44 Central Ave	2017107	Weaverville	28787	7	275	10/27/2017	Pre-con held, construction not yet started
53	Lakeshore Drive	2017137	Weaverville	28787	4	70	10/27/2017	Pre-con held, construction not yet started
54	Crest Mountain Phase 3B	2013041	Woodfin	28806	69	1,329	10/15/2013	Punchlist pending, awaiting closeout documents
55	Reese & Jan Lasher (High Hopes)	2015152	Woodfin	28806	14	320	4/26/2016	Punchlist pending, awaiting closeout documents
56	Ventana Phase 2A	2016059	Woodfin	28806	8	900	2/17/2017	Waiting on Final
57	West Skyland Circle	2016083	Woodfin	28806	4	280	8/15/2017	Final Inspection complete, awaiting close-out docs
58	Skyfin	2016205	Woodfin	28806	40	978	8/8/2017	Installing
			TOTAL			3,104	51,120	