

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT

March 17, 2021

1. Call to Order and Roll Call:

The regular monthly meeting of the Metropolitan Sewerage District Board was held on Wednesday, March 17, 2021 at 2 PM. Due to the Covid-19 virus, Board Members and some staff attended the meeting remotely, using the "Go To Meeting" software application. Attendance was available via web access or telephone. Members of the public were able to access the meeting as well. Chairman Vebaun presided with the following members present via internet or telephone access: Ashley, Bryson, Kelly, Lapsley, Manheimer, Pelly, Pennington, Pressley, Valois, Watts, Whitesides and Wisler. Franklin was absent.

Others present via internet or telephone access were William Clarke, General Counsel; Jacqueline Grant, Roberts & Stevens; Forest Westall, McGill Associates; Tom Hartye, Ed Bradford, Scott Powell, Ken Stines, Mike Stamey 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 February 17, 2021 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the February 17, 2021 Board Meeting. Mr. Watts moved for approval of the minutes as presented. Mr. Kelly seconded the motion. Voice vote was as follows: 13 ayes, 0 nays.

4. Discussion and Adjustment of Agenda:

None.

5. Introduction of Guests:

None.

6. Informal Discussion and Public Comment:

None.

7. Report of General Manager:

Mr. Hartye reported that Ed Bradford and Mike Stamey will give a brief update of MSD's ongoing construction. This current fiscal year's budget for construction is \$28,131,316.00 while the projected 10-year budget is in excess of \$330 Million.

Mr. Bradford reported on the High-Rate Primary Treatment which has a construction cost of \$15.1 million and is expected to be complete in Fall of 2021. He reported that the delay is due to equipment lost in the fire. Mr. Bradford also reported on the Incinerator Sludge Pumps, the replacement of the "Bird House", and the New

Equipment Storage Building. Engineering for the new building is about to begin. The current slab and piers will be reused to the greatest extent possible.

Mr. Stamey reported on recent In-house and Construction Administrative Activities. These included 111 Compton Drive, Jarnaul Avenue Sewer Rehabilitation, and Mud Creek Interceptor Phase II which is in Cane Creek. The new sewer connection to Camping World and abandonment of their private pump station and force main is complete. The existing wastewater treatment system serving Fletcher Academy area was removed from service and the wastewater flow is now connected to the new interceptor sewer.

Mr. Hartye stated that the Mud Creek Project was a win/win due to the fact that the lagoon will no longer discharge to the adjacent stream. This is good for the environment, and that in finally finishing the new interceptor, MSD is due a \$1 Million contribution from Fletcher Academy.

Mr. Hartye reported that, as part of developing the FY22 Preliminary Budget, the Personnel Committee will meet on April 27, 2021 to consider Cost of Living/Merit Pay and Benefit Allocations (Self-Funded Medical and Dental Program). The CIP Committee will meet on April 29, 2021 to consider an update of the Ten-Year Capital Improvement Program and the FY 2022 Construction Fund Budget. The Finance Committee will meet on May 10, 2021 to consider a Preliminary Budget with an updated 10-year Business Plan which will incorporate the recommendations from the other Committees along with the proposed FY 2022 Operating Budget and Sewer Rates.

Mr. Hartye reported that the next regular Board Meeting will be held on April 21, 2021 at 2pm. The next Right of Way Committee Meeting will be held on April 28, 2021 at 9am.

8. Consolidated Motion Agenda:

a. Consideration of Engineering Design and Construction Services Contract – Equipment Storage Facility:

Mr. Hartye reported that on November 10, 2020 a fire destroyed MSD's Alkaline Stabilization Building, also known as the "Nutri-Lime Building", which is located up the hill above the plant on MSD property. This facility had been repurposed as a storage building for District equipment. In accordance with NCGS 143-64.31 the District advertised a Request for Qualifications (RFQ) for the design of the new facility and received responses from Armstrong Glen, PA (Charlotte) and McGill Associates, PA (Asheville). A staff selection committee reviewed each firm's responses to the RFQ, and numerically ranked these responses against the specific requirements for this project. After careful review and consideration of each firm's capabilities, experience, staffing, and the ability to meet the proposed schedule – the selection committee selected McGill Associates as the most qualified engineering consultant to complete the design. McGill's fee for this work is \$167,800.00, which also includes construction administration assistance. Staff feels this is a reasonable fee for this level of work.

The cost of the new facility has not been determined at this time but is expected to be in the range of \$1.5 to \$2.0 million. Sufficient funds are available in the CIP Contingency Fund for FY20-21. This project has been placed in the new CIP Budget for FY21-22. Insurance monies will be forthcoming to replenish Contingency. Staff recommends the District enter an engineering design and construction services contract with McGill Associates in the amount of \$167,800.00, subject to review and approval by District Counsel.

Mr. Valois asked if there will be any consideration to the access road and water for fire suppression. Mr. Hartye replied yes, included in the services contract that is part of this agenda item before you, are such things as a fire flow test being performed on Woodfin's system, along with designing improvements to a pump station as needed for the inclusion of a sprinkler system, a fire alarm system, and a possible hydrant to be installed near the building.

b. Cash Commitment Investment Report – Month ended January, 2021:

Mr. Powell reported that Page 30 presents the makeup of the District's Investment Portfolio. The only change in the month of January was investing idle funds in T-bills. Page 31 presents the MSD Investment Manager's report as of the month of January. The weighted average maturity of the investment portfolio is 49 days and the yield to maturity is 0.11%. Page 32 presents the MSD Analysis of Cash Receipts. Domestic User Fees are considered reasonable based on timing of cash receipts and historical trends. Industrial User Fees are considered reasonable taking into consideration a temporary increase in revenue from one industrial user. Facility and Tap Fees are above budgeted expectations due to receiving revenue from various developers. Page 33 presents the MSD Analysis of Expenditures. O&M, Debt Service, and Capital Project expenditures are considered reasonable based on timing of O&M expenditures and capital projects. Page 34 presents the District's Variable Debt Service Report. The 2008A Series Bond is performing better than budgeted expectations. As of the end of February, this issue has saved the District rate payers approximately \$6.6 million in debt service since April 2008. Ms. Wisler asked if MSD was slotted to receive any CARES Act monies to offset our loss of revenues. Mr. Powell replied that our member agencies who do our billing were to be eligible for those monies, not MSD directly.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Kelly moved; Mr. Watts seconded the motion. Roll call vote was as follows: 13 ayes, 0 nays.

9. Old Business:

At 2:30 pm, Mr. VeHaun called for a motion to go into closed session to discuss a personnel matter. Ms. Wisler made the motion. Mr. Pelly seconded the motion. Roll call vote was as follows: 13 ayes, 0 nays.

At approximately 2:45 pm, the Board came back into open session.

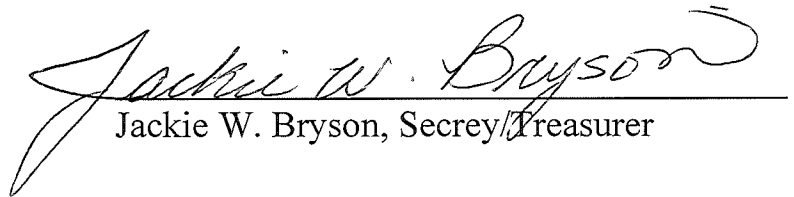
Mr. VeHaun thanked Mr. Clarke and Ms. Grant for their help and said he is very impressed with Jackie Grant and would highly recommend her.

10. New Business:

None.

11. Adjournment:

With no further business, Mr. VeHaun called for adjournment at approximately 2:50 pm.


Jackie W. Bryson, Secretary/Treasurer

Metropolitan Sewerage District of Buncombe County
Minutes of Closed Session Board Meeting
March 17, 2021

At 2:30 PM, upon Motion by Gwen Wisler, seconded by Chris Pelly, and unanimous roll call vote of the board, the MSD Board went into closed session to discuss a personnel matter regarding Grady Brooks. Jerry Vebaun reported that the Grievance Committee appointed at the February Board meeting met on March 1, 2021, to consider the grievance submitted by Mr. Grady Brooks to the Board on January 14, 2021. Mr. Vebaun read the report of the Grievance Committee into the record. Mr. Vebaun then asked for any questions. Mr. Valois said he had reviewed the MSD grievance policy and expressed a concern about a lack of fairness in the policy. Jackie Grant, attorney, explained to the board its options with regard to the report from the Grievance Committee. Gwen Wisler moved that the Board adopt the recommendation of the Grievance Committee. Al Whitesides seconded the motion. Roll call vote in favor of the motion was 10-1 with Mr. Valois voting no. At 2:45 PM, Mr. Pennington moved to return to open session. Mr. Kelly seconded the motion. Roll call vote in favor of the Motion was unanimous. A copy of the Grievance Committee Report is attached to and included in these minutes.

GRIEVANCE COMMITTEE REPORT

TO: MSD Board
FROM: Jerry VeHaun, Chair of Grievance Committee
DATE: March 15, 2021

The Grievance Committee met on March 1, 2021, to review the grievance submitted by Mr. Grady Brooks to the Board on January 14, 2021.

After calling the meeting to order, the Grievance Committee went into closed session, as required by the MSD Grievance Policy, to conduct its review of the grievance. The Grievance Committee reviewed the following materials:

- The Grievance Procedure Policy of the Metropolitan Sewerage District of Buncombe County;
 - Mr. Brook's January 14, 2021 email to the Board;
 - The Grievance Notebook developed by Tom Hartye during his investigation of Mr. Brook's grievance, which included the following materials:
 - The General Manager's July 20, 2020 written decision to Mr. Brooks, including specific findings made pursuant to the GM's investigation of the grievance;
 - The written grievance and all supporting documentation submitted by Mr. Brooks;
 - The GM's notes of his interviews with pertinent staff/witnesses, including witnesses identified by Mr. Brooks;
 - Mr. Brooks' disciplinary file, including complaints filed against Mr. Brooks;
 - Trial Subpoena and related correspondence from Sigmon, Clark, Mackie, Hanvey & Ferrell, P.A. commanding the production of certain business records related to Mr. Brooks for purposes of a lawsuit in which Mr. Brooks was the named Defendant;
 - HR's file of complaints submitted by Mr. Brooks and the investigation of the same, including HR's investigation notes;
 - Mr. Brooks' performance evaluations; and
 - Statements from the decisions makers who selected the person to fill the Customer Service Maintenance Supervisor Position and the reasons for their decision.
 - January 18, 2021 memorandum from the GM to the file describing the meetings held in accordance with the GM's July 20, 2020, written decision and events that transpired thereafter.
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After reviewing the above materials and discussing the same, it was the unanimous decision of the Grievance Committee that: (1) the GM followed the proper procedures in conducting his investigation of Mr. Brooks' grievance, and (2) the GM conducted a thorough and impartial investigation.

In accordance with the MSD Grievance Policy, the Grievance Committee elected Jerry VeHaun to serve as the Chairperson to present the findings of the Grievance Committee to the District Board at its next regularly scheduled meeting.

MSD

Regular Board Meeting

Metropolitan Sewerage District
of Buncombe County, NC

AGENDA FOR 3/17/2021

✓	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 February 17, 2021 Board Meeting	VeHaun	2:10	
	03. Discussion and Adjustment of Agenda	VeHaun	2:15	
	04. Introduction of Guests	VeHaun	2:20	
	05. Informal Discussion and Public Comment	VeHaun	2:25	
	06. Report of General Manager	Hartye	2:30	
	07. Consolidated Motion Agenda	Hartye	2:40	
	a. Consideration of Engineering Design and Construction Services Contract - Equipment Storage Facility	Hartye		
	b. Cash Commitment/Investment Report-Month ended January, 2021	Powell		
	08. Old Business:	VeHaun	3:00	
	09. New Business:	VeHaun	3:05	
	10. Adjournment: (Next Meeting 4/21/21)	VeHaun	3:10	
	STATUS REPORTS			

BOARD OF THE METROPOLITAN SEWERAGE DISTRICT
February 17, 2021

1. Call to Order and Roll Call:

The regular monthly meeting of the Metropolitan Sewerage District Board was held on Wednesday, February 17, 2021 at 2 PM. Due to the Covid-19 virus, Board Members and some staff attended the meeting remotely, using the “Go To Meeting” software application. Attendance was available via web access or telephone. Members of the public were able to access the meeting as well. Chairman VeHaun presided with the following members present via internet or telephone access: Ashley, Bryson, Franklin, Kelly, Manheimer, Pelly, Pennington, Pressley, Valois, Watts, Whitesides and Wisler. Lapsley was absent.

Others present via internet or telephone access were William Clarke, General Counsel; Jacqueline Grant, Roberts & Stevens; Forest Westall, McGill Associates; Tom Hartye, Ed Bradford, Scott Powell, Ken Stines 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 16, 2020 Board Meeting:

Mr. VeHaun asked if there were any changes to the Minutes of the December 16, 2020 Board Meeting. Mr. Pelly moved for approval of the minutes as presented. Mr. Kelly seconded the motion. Roll call vote was as follows: 13 ayes, 0 nays.

4. Discussion and Adjustment of Agenda:

Ms. Wisler asked if there had to be a roll call for everything. Mr. Clarke stated yes, that as a part of law authorizing remote meetings, everything on which you vote must be a roll call.

5. Introduction of Guests:

None.

6. Informal Discussion and Public Comment:

None.

7. Report of General Manager:

Mr. Hartye reported that MSD had an emergency repair dig-up on our main 54-inch interceptor along Riverside Drive, near the River Arts District. A small sink hole had developed over the top of the main. The main in that area was dug up, stabilized, and cleaned. This main was already part of the Carrier Bridge Pump Station Project, which is estimated to go to construction one or two years out. We are separating out this portion to be completed in this next fiscal year. It is a major ordeal in that everything coming from the south and east will have to be pumped around while this line is being repaired. It consists of a little over 2,000 LF.

Mr. Hartye reported that attached is a telephone message link from Ms. Gabai of Alclare Drive in Asheville regarding the work performed by MSD's in-house construction crews on the Jarnaul Avenue project. Thanks to Doug Dockery, Billy Cantrell, Boyce Lunsford, Mitch Nash, Elias Solorio and Robert Denny. <http://www.msdbc.org/other/KudoMRsGabai.mp3>.

Mr. Hartye reported that attached is an e-mail from February 4th regarding input from three other residents about the same job and crew.

Mr. Hartye reported that attached is an Answer Man article from the Asheville Citizen Times about MSD with some specifics about our wastewater treatment plant, along with a link to the virtual tour.

Mr. Hartye reported that the next regular Board Meeting will be held on March 17, 2021 at 2pm. The February Right of Way Committee Meeting has been cancelled. The next Right of Way Committee Meeting will be held on March 24, 2021 at 9am.

8. Consolidated Motion Agenda:

a. Consideration of Bids – Jarnaul Avenue Phase 2 Sanitary Sewer Rehabilitation Project:

Mr. Hartye reported that this project is located in North Asheville, just west of Beaver Lake, between Beaver Lake and Elkwood Avenue. The total project is comprised of 4,684 LF of 8-inch DIP. MSD's System Services Division is currently in the process of constructing Phase 1 which totals 2,514 LF. The portion being contracted out is Phase 2 and is comprised of 2,170 LF. The contract was advertised, and five bids were received on January 14, 2021 as follows: Thomas Construction Company in the amount of \$872,453.00; North American Pipeline Management in the amount of \$864,517.00; Huntley Construction Company in the amount of \$507,514.00; Hyatt Pipeline LLC in the amount of \$476,852.00 and Terry Brothers Construction Company in the amount of \$476,360.50. The apparent low bidder is Terry Brothers Construction Company in the amount of \$476,360.50. Terry Brothers has performed very good work for MSD in the past. The engineer's estimate for this Phase is \$689,000.00. Staff recommends award of this contract to Terry Brothers Construction Company in the amount of \$476,360.50, subject to review and approval by District Counsel.

b. Consideration of Developer Constructed Sewer Systems –Avadim; Biltmore Terrace Phase 3; 80 Deerhaven; East Haven Apartments; Glenn Bridge Meadows; Hyde Park Ph. 2; Joyner Avenue Sewer Relocation; Riverbend Forest; School Road East; ABCCM Transformation Village Off-site; ABCCM Transformation Village On-Site; Hotel Milan; Bear Creek Hotel; Ingles #137-Airport Road; McCormick Place:

Mr. Hartye reported that the Avadim project has been a joint effort with Land of Sky Regional Council, the Town of Black Mountain, Buncombe County,

MSD, and NCDOT to establish the infrastructure for this commercial industrial park which will create 551 new jobs.

Mr. Hartye reported that the Biltmore Terrace Phase 3 project is located in Buncombe County and will serve 15 residential units.

Mr. Hartye reported that the 80 Deerhaven Lane project will serve 2 residential units.

Mr. Hartye reported that the East Haven Apartments project is located in Buncombe County and will serve 95 residential units.

Mr. Hartye reported that the Glenn Bridge Meadows Extension project will serve 23 residential units.

Mr. Hartye reported that the Hyde Park Phase 2 project is located in Buncombe County and will serve 29 residential units.

Mr. Hartye reported that the Joyner Avenue project is located in the City of Asheville and will serve 4 residential units.

Mr. Hartye reported that the Riverbend Forest Subdivision project is located in Buncombe County and will serve 25 residential units.

Mr. Hartye reported that the School Road East project is located in Buncombe County and will serve 3 residential units.

Mr. Hartye reported that the ABCCM Transformation Village Off-Site and On-Site projects are located in Buncombe County. MSD will be participating in this project as it is affordable housing. The extensions themselves will be eligible for a \$50,000.00 reimbursement and a \$35,000.00 reimbursement for a 3" meter.

Mr. Hartye reported that the Hotel Milan project is located in the City of Asheville.

Mr. Hartye reported that the Bear Creek Hotel project is located in the City of Asheville.

Mr. Hartye reported that the Ingles #137 Airport Road project is located in the City of Asheville.

Mr. Hartye reported that the McCormick Place project is located in the City of Asheville and will serve 17 residential units.

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

c. Second Quarter Budget to Actual Review – FY 2021:

Mr. Powell reported that Page 48 presents the District's Second Quarter Budget to Actual Revenue and Expenditure Report. Domestic and Industrial Revenue are at budgeted expectations taking into consideration the timing of cash receipts. Facility and Tap Fees are above budgeted expectations due to receiving unanticipated revenue from various developments. Interest and miscellaneous income are at budgeted expectations. O&M expenditures are at 52.3% of budget. They include encumbered amounts. These amounts will be spent in the next few months. Bond principal and interest expenditures are reflected at 50%. This will aid the user to properly assess debt service commitments on a budgetary perspective. Actual amount spent as of the end of the second quarter is 18.2%. This is due to the timing of the District's debt service payments. Amounts budgeted for capital equipment and capital projects are rarely expended proportionately throughout the year. Due to the timing of capital projects, these amounts are considered reasonable.

d. Cash Commitment Investment Report – Month ended December, 2020:

Mr. Powell reported that Page 50 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. Additionally, the makeup of the District's Investment Portfolio is in accordance with the District's Investment Policy. Page 51 presents the MSD Investment Manager's report as of the month of December. The weighted average maturity of the investment portfolio is 49 days and the yield to maturity is 0.07%. Page 54 presents the District's Variable Debt Service Report. The 2008A Series Bond is performing at budgeted expectations. As of the end of January both issues have saved the District rate payers approximately \$6.6 million in debt service since April 2008.

e. Consideration of Auditing Services Contract – FY 2021:

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 2021 engagement Cherry Bekaert is proposing a fee of \$38,000.00. This is an \$11,000.00 decrease from last year and predominately due to working remotely as it pertains to our engagement. Staff recommends approval of the FY2021 audit contract with Cherry Bekaert, LLP. Ms. Wisler stated that she saw that they gave the District fees for five years. Is the idea that it will be remote for the next five years? Mr. Powell stated that they are looking at being remote for the upcoming engagement due to COVID. As for the other years, they are holding that initial fee down to what they are projecting. Depending on where we stand with the COVID situation, they might be out here through the engagement. They are committed to keeping these fees flat over the next five years.

With no further discussion, Mr. VeHaun called for a motion to approve the Consolidated Motion Agenda. Mr. Watts moved; Mr. Kelly seconded the motion. Roll call vote was as follows: 13 ayes, 0 nays.

9. Old Business:

Mr. Valois stated that he was looking at the fire report from the fire a few months ago. He stated that this was a more extensive fire than what was relayed to him early on. The fire report states that there were five Counties, further investigations and multiple insurance companies involved. He asked if that could be explained to him, why it was so much more drastic in this report than the original report he received a few months ago. Mr. Hartye reported that he shared in his report that all of those departments from the five counties came and assisted. They were having to pull water from down on Riverside Drive up to the fire. Mr. Valois asked if there was no water system on the facility or anywhere close. Mr. Hartye stated no, there is not, and that is why they were calling everybody to help, to haul up water and pump it. Mr. Valois stated that there were multiple insurance companies involved and asked if there was something else in that facility besides our products and were other vendors equipment in there. Mr. Hartye stated yes that information was relayed as well in his report. Not only did the District store things in the facility, the contractor for the plant improvements also had stored materials in there. The subcontractor for the job was the one who originated the fire. This was a painting subcontractor who took a blanket and some space heaters and was heating up two-part epoxy, left it and it caught on fire. Mr. Hartye stated that as to the question of why there were multiple insurance companies involved, which was also relayed in his report, there is the subcontractor's insurance, the general contractor's insurance, and the District's insurance. These insurance companies will then go after everyone else, Lowe's for the space heaters, etc. The District had to get everybody in and together and they go through much more detail than the Fire Marshall did. It appears that most everything will be subrogated, and the District's insurance will be recovering from the other insurance companies. Mr. Valois asked who gave the subcontractor permission to form a process inside the facility without any kind of adequate safety measures in place. He stated that he didn't see anything about a fire cabinet for the epoxy or anything. Mr. Hartye stated they were not given any permission to do so, all they had permission to do was to store their pumps up there. No one is at that facility except for contractors or MSD Employees if they go up there to pick up equipment. No one knew what the subcontractor was doing. He did not get any approval and that was found out after the fact. Mr. Valois asked if the District did any type of site safety sheet when these contractors come in, so you know the processes that they are going to be putting in place and if there are any safety issues that can be addressed to them before they happen. Mr. Hartye stated that MSD has an ISO Program, and the contractors are dealt with up front regarding this ISO program. That is part of the contract and the preconstruction meetings and conferences that are held monthly with the contractor. This was an errant subcontractor, one guy, doing this. Mr. Valois asked Mr. Hartye to describe the building to him, he stated that before Mr. Hartye had said it was a storage building but, in the report, they say it is a warehouse. Mr. Valois stated that he did not see anything in the photos to indicate this is a warehouse. It doesn't have a sprinkler system, fire walls, it doesn't meet any of the parameters of what he would consider to be a warehouse type facility which would have a lot of life safety equipment in there as well. Mr. Hartye stated that the only people who called it a warehouse was the press. Mr. Valois stated that in the fire report they called it a warehouse. Mr. Hartye stated that he described it in his report as a storage facility for backhoes, tractors, pipe, and that type of thing to keep them out of the sun and rain. It was a

re-used open metal building, the former lime stabilization building, that was no longer in use and we used it to keep things protected from the sun and rain. There is a warehouse adjacent to this Administration Building that has all the sprinkler systems, fire walls and that type of thing. This was just a storage facility used to protect equipment, not a warehouse. Mr. Valois asked if there were any liability issues that are coming about from this or is it strictly on the subcontractor. Mr. Hartye stated that at this point it is on the subcontractor and contractor. That is what MSD is hearing and feels confident about it. Mr. Hartye stated that MSD has assessed everything that was damaged and are using whatever can be re-used and replacing everything that needs to be replaced. The building is now being demolished and hauled off for scrap metal. MSD will be rebuilding a smaller footprint building with a new foundation on the same pad. This process is being designed now. In the meantime, MSD is replacing all the lost equipment based on priority through a fund. Through that fund we will recover monies from the insurance. There was no further discussion.

10. New Business:

At 2:30 pm, Mr. VeHaun called for a motion to go into closed session to discuss a personnel matter. Mr. Pelly made the motion. Ms. Franklin seconded the motion. Roll call vote was as follows: 13 ayes, 0 nays.

At approximately 3:00 pm, the Board came back into open session. There were some further questions, and the decision was made to go back into closed session.

At approximately 3:15 pm, the Board came back into open session.

11. Adjournment:

With no further business, Mr. VeHaun called for adjournment at approximately 3:15 pm.

Jackie W. Bryson, Secrey/Treasurer



MEMORANDUM

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

- Construction Update

Ed Bradford and Mike Stamey will give a brief update of MSD's ongoing construction. This current fiscal year budget for construction is \$28,131,316 while the projected 10- year budget is in excess of \$330 Million.

- FY 2022 Budget Process and Committee Meetings

As a part of developing this preliminary budget, the Personnel Committee will meet on April 27th to consider Cost of Living/ Merit pay and Benefit Allocations (i.e., Self-Funded Medical & Dental Program). The CIP Committee will meet on April 29th to consider an update of the Ten-Year Capital Improvement Program and the FY 2022 Construction Fund Budget. The Finance Committee will meet May 10th to consider a Preliminary Budget with an updated 10-year Business Plan which will incorporate the recommendations from the other Committees along with the proposed FY22 Operating Budget and Sewer Rates.

- Board/Committee Meetings/Events

The next Regular Board Meeting will be held on April 21st at 2 pm. The next Right of Way Committee meeting will be held on April 28th at 9 am.

Metropolitan Sewerage District of Buncombe County

BOARD ACTION ITEM

BOARD MEETING DATE: 3/17/21

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

REVIEWED BY: Tom Hartye, P.E. - General Manager
Billy Clarke, Esq. - District Counsel

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

SUBJECT: Consideration of Engineering Design and Construction Services Contract - Equipment Storage Facility, MSD Project Number 2020237

BACKGROUND: On November 10, 2020 a fire destroyed MSD's Alkaline Stabilization Building, also known as the "Nutri-Lime Building", which is located up the hill above the plant on MSD property. This facility had been re-purposed as a storage building for District equipment.

This type of large, open, and secure space is useful for operations staff to protect and store various types of District equipment. It is therefore important that a new facility be constructed in its place.

In accordance with NCGS 143-64.31 the District advertised a Request for Qualifications (RFQ) for the design of the new facility, and received responses from Armstrong Glen, PA (Charlotte) and McGill Associates, PA (Asheville).

A staff selection committee reviewed each firm's responses to the RFQ, and numerically ranked these responses against the specific requirements for this project. After careful review and consideration of each firm's capabilities, experience, staffing, and the ability to meet the proposed schedule - the selection committee selected McGill Associates as the most qualified engineering consultant to complete the design.

McGill Associates has designed multiple building systems of this type and has the expertise and staffing necessary for the design of the new facility on an accelerated schedule.

McGill's fee for this work is \$167,800.00, which also includes construction administration assistance. Staff feels this is a reasonable fee for this level of work. The cost of the new facility has not been determined at this time but is expected to be in the range of \$1.5 to \$2.0 million.

Please refer to the attached documentation, including McGill's Scope of Services, for further details.

FISCAL IMPACT: Sufficient funds are available in the CIP Contingency Fund for FY20-21. This project has been placed in the new CIP budget for FY21-22.

STAFF RECOMMENDATION: Staff recommends the District enter an engineering design and construction services contract with McGill Associates in the amount of \$167,800.00, subject to review and approval by District Counsel.

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

CONTRACT FOR ENGINEERING SERVICES

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

WITNESSETH:

WHEREAS, the **District** proposes to do certain work in connection with the design of its Equipment Storage Facility project, (the "Project") as further described in Exhibit A (Scope of Services) from **McGill** to the **District**; a copy of which is attached hereto.

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

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

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

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

SECTION 1 - GENERAL SERVICES

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

among licensed professional engineers working on wastewater projects in the southeastern United States. None of the services covered by this Agreement shall be subcontracted without the prior approval of the **District**, except for those already noted in the Scope of Services.

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

SECTION 2 - SCOPE OF WORK

McGill shall have the following responsibilities in connection with the Preliminary Engineering, Design Phase, Bidding and Award of Contract:

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

SECTION 3 - ADDITIONAL SERVICES

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

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

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

SECTION 4 - DISTRICT'S RESPONSIBILITIES

The District shall:

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

- 4.9 Furnish, or direct **McGill** to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.10 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

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

SECTION 6 - PAYMENT TO THE ENGINEER

PAYMENT FOR SERVICES

- 6.1.1 The **District** will pay **McGill**, as outlined in the attached EXHIBIT A, Scope of Services, an estimated fee of \$167,800 which includes a Lump Sum Fee of \$150,800 for the Design Phase and an estimated fee of \$17,000 for the Bidding and Construction Phases, to be billed on an hourly basis.
- 6.1.2 The **District** will not pay **McGill** on a lump sum basis for any tasks that are not fully completed in accordance with these documents and EXHIBIT A, Scope of Services, attached hereto.

TIMES OF PAYMENT

- 6.2.1 **McGill** shall submit, on a monthly basis, detailed statements for all services rendered under this Agreement. Upon receipt, the **District** will review each statement, and after satisfactory review and approval, make prompt payment. In the event the **District** disputes any invoice item, the **District** shall give **McGill** reasonable written notice of such disputed item ten (10) days after receipt of such invoice and shall pay to **McGill** the undisputed portion of the invoice according to the provisions hereof.

6.3 GENERAL

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

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the **District** finds that it is inadvisable or impossible to continue the execution of the Project; or if **McGill** shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if **McGill** shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if **McGill** becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors, then the **District** has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to **McGill** of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days **McGill** shall have the opportunity to remedy such failures or violations.
- 7.1.2 In the event of termination, as provided herein, **McGill** shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.3.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 INSURANCE AND CLAIMS

7.3.1 **McGill** will maintain and keep in force such insurance as will provide coverage from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of its employees or of any person other than its employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in an industry standard form and substance, and shall be in an amount of two million dollars (\$2,000,000.00). **McGill** will maintain professional liability insurance in an amount of \$2,000,000.00.

7.3.2 **District** agrees to maintain appropriate protection for all property owned by or in the custody of **District** and does hereby waive all rights (and, to the extent required, shall require its insurers to waive all rights of subrogation) against **McGill** for claims of damage for such property, however such loss or damage shall occur, except where such loss or damage proximately results from the fault or negligence of **McGill**. If the services extend to the construction phase of this project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the **District** and shall protect the **District** and **McGill** to the same extent.

7.4 SUCCESSORS AND ASSIGNS

7.4.1 The **District** and **McGill** each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **District** nor **McGill** will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **District** and **McGill**.

7.5 ENTIRE AGREEMENT

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

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

MCGILL ASSOCIATES, PA

(SEAL)

By: _____
Ben Cathey, P.E.
Senior Project Manager

Date: _____

ATTEST:

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

(SEAL)

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

Date: _____

ATTEST:

W. Scott Powell, MSD Director of Finance

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



February 26, 2021

Ed Bradford, PE
Director of Engineering
Metropolitan Sewerage District of Buncombe County
2028 Riverside Drive
Asheville, North Carolina 28804

RE: Proposal for Engineering and Surveying Services
MSD Equipment Storage Facility
Buncombe County, North Carolina

Dear Mr. Bradford,

We appreciate the opportunity to offer this proposal to assist Metropolitan Sewerage District (MSD) with engineering and surveying services associated with the Equipment Storage Facility. Based on our scoping meeting on February 19, 2021, below is our proposed scope of services.

SCOPE OF SERVICES

Topographic Survey

1. Establish geodetic survey control in the project area tied to NAD83(2011) and NAVD88 (GEOID12B) for all field surveying and mapping efforts. Provide two permanent site benchmarks.
2. Provide site mapping to locate above ground features, accessible piping networks, visible utilities, roads, buildings, structures, and fences.
3. Perform a topographic survey suitable to produce a one-foot contour interval for the one-foot contour interval within the area shown in red on the attached survey scope map.

Schematic Design

1. Attend project kick off meeting with MSD stakeholders and design team to identify project objectives and establish project schedule.
2. Perform hydrant flow test to evaluate existing Town of Woodfin water system for fire suppression needs.
3. Design improvements to the existing pump station in order to provide fire flow for the proposed facility.
4. Evaluate the feasibility to connect this facility to the plant's existing main power system. This includes evaluating the anticipated payback when compared to rebuilding and reconnecting a separate service. This also includes coordinating with Duke Energy

regarding requirements for crossing the existing power line easements between the main plant and the proposed building site.

5. Provide visual assessment of condition of pre-existing slab system and concrete walls.
6. Provide materials testing to further determine condition of pre-existing slab system and concrete walls.
7. Provide general structural layout(s) for proposed structure.
8. Provide architectural schematic design. This will include:
 - a) Floor plans & wall sections.
 - b) Rough 3D views of project for massing and scale
 - c) Interior Elevations
9. Prepare schematic design site plan and building plan based on information received from the kick-off meeting.
10. Schematic plan layout of building site power system based on results of scope item number 3.
11. Schematic plan layout of interior lighting and controls. Preliminary lighting fixture schedule.
12. Schematic plan layout of exterior building and pole-mounted lighting. Lighting design will comply with any lighting ordinances or, where none exist, according to County lighting ordinances and industry standards.
13. Schematic plan layout of limited fire alarm system as required for sprinklered buildings.
14. Schematic plan layout of video surveillance.
15. Schematic plan layout of access control.
16. Prepare cost estimate.
17. Attend schematic design review session with MSD stakeholders for potential plan edits prior to commencement of Design Development. McGill will perform one plan iteration from the review session to finalize Schematic Design deliverable and estimate.

Once schematic design is complete, McGill will revisit the remaining scope items to determine if previous assumptions made during the development of this proposal are still valid. This may result in additional services/fees or deduction of services/fees. McGill will notify MSD in writing of any scope or fee changes for approval prior to proceeding into design and permitting.

Design and Permitting

1. Prepare existing conditions and demolition plan.
2. Prepare detailed site plan for final building layout and site modifications identified during Schematic Design. Site plan will be submitted to Town of Woodfin for zoning compliance.
3. Prepare grading and erosion control plan. Erosion control report will be prepared for submittal to Buncombe County for permitting.
4. Prepare stormwater plan. This will include roof leader connections to existing storm drainage piping onsite. No additional impervious surface or new stormwater conveyances will be generated. Therefore, a stormwater control measure or Buncombe County Stormwater permitting will not be required.
5. Prepare site utility plan for water service connection to existing 4" DIP located at the building site, as well as the new washdown area and connection to existing sanitary sewer for proposed restroom.
6. Prepare pump station upgrade plans.
7. Provide architectural final design and Construction Documents. This will include:
 - a) Final Floor Plans and Interior Elevations
 - b) Reflected ceiling plans
 - c) Accessibility plans and details
 - d) Construction details
8. Prepare footings and foundation design, including concrete piers.
9. Prepare slab design (including upgrades).
10. Prepare structural design (or designation of loads if metal building is utilized).
11. Prepare structural Construction Documents.
12. Prepare power system service and distribution plan. Power system evaluation will include coordination with Duke Energy to provide a new service by repairing or rebuilding their existing service transformer bank or, as an additional service, expanding the scope of this item, extend power from the main plant to the proposed building site. One of these two options will be determined after the completion of the schematic design phase.
13. Prepare interior lighting and controls plan.

14. Prepare exterior building and pole-mounted lighting plan.
15. Prepare fire alarm and detection plan.
16. Prepare video surveillance plan.
17. Prepare access control plan.
18. Prepare mechanical engineering plan including heating and ventilation system for the restroom and meeting room. No space heating or HVAC system will be designed for the storage area. The building will be naturally ventilated requiring no additional fan designs to meet ventilation needs. This assumes some level of "open" sides on the vehicular storage area in order to achieve this.
19. Prepare plumbing engineering plan including hot and cold domestic water supply and sanitary sewer and venting systems and fixtures for a single restroom facility.
20. Prepare plumbing engineering plan to site water and sewer connections to a point 5 feet beyond the footprint of the new storage facility.
21. Prepare mechanical engineering plan for fire protection systems design in compliance with NFPA13 and the North Carolina Fire Prevention Code.
22. Revise plans and permit documents as necessary for resubmittal to the above authorities having jurisdiction.
23. Prepare final bid drawings after permit comments have been addressed for review by MSD prior to release for bidding.
24. Prepare bid documents and technical specifications for review by MSD prior to release for bidding.

Bidding Assistance

1. Attend pre-bid meeting (if requested).
2. Respond to design related questions during bidding and assist with addendum preparation.
3. Issue addenda as necessary.

Construction Services

1. Review shop drawing submittals and respond to RFIs.
2. Make visits to the site to observe the progress and quality of the executed work to determine if the work is proceeding in general accordance with the plans and specifications, if requested by MSD. Design team will assist with field change support and required or requested design changes as needed.

Closeout

1. Prepare record drawings based on Contractor and/or MSD construction observation field markups.
2. Provide any structural or architectural reports to MSD or building inspectors.
3. Provide review and Operation and Maintenance Manuals (O&M Manuals) for MEP systems.

BASIS OF COMPENSATION

We propose to complete the above-described work for the following fees:

Topographic Survey (lump sum)	\$ 4,400.00
Schematic Design (lump sum)	\$ 61,500.00
Design and Permitting (lump sum)	\$ 78,100.00
Bidding Assistance (hourly, estimated)	\$ 5,000.00
Construction Services (hourly, estimated)	\$ 12,000.00
Closeouts (lump sum)	\$ 6,800.00
Total Estimated Fee	\$167,800.00

ASSUMPTIONS

1. MSD will handle advertising and bidding the project.
2. MSD will handle periodic construction observation and contract administration services. McGill, Form and Function, and Medlock will provide design support during construction as detailed in the above scope of services.
3. McGill standard documents will be utilized to prepare bid documents for use by MSD for bidding.
4. Landscape plans for code compliance are not anticipated, therefore, are not included in this scope of services.

5. The existing 4" DIP water line at the site will not provide sufficient flow and pressure for proposed improvements. Review of the existing water booster pump station, and design modifications to the existing water infrastructure associated with this project is included in this scope of services. We have assumed that the existing power distribution to the pump station is adequate and will not require design upgrades.
6. Stormwater treatment, detention, and permitting is not included in the above scope of services.
7. No environmental reviews or permitting are included in the above scope of services.
8. Construction Materials Testing (CMT) services are not included in the above scope of services.
9. Permit fees are not included in the above scope of services and will be paid directly by MSD.
10. Modifications to the existing access road or alternative access road options are not included in the above scope of services.
11. Private utility locate services are not included.
12. Regarding structural design, no allowance has been provided for site wall design or other site related issues. If required, retaining wall design can be provided under separate contract.
13. The scope and fee above include fees to evaluate the structural integrity of the existing slab to verify that it is acceptable to reuse. It is assumed, at this time, that the slab has not sustained sever damage. If the slab has sustained severe and widespread damage, the remediation and/or further design to mitigate these items is not currently included in the above scope.

Ed Bradford, PE, Director of Engineering
February 26, 2021
Page 7 of 7

We appreciate the opportunity to work with you on this project. If this proposal is acceptable, please execute the attached Consulting Services Agreement (CSA) and return a copy for our records. Please feel free to give me a call if you have any questions.

McGILL ASSOCIATES, PA



BEN CATHEY, PE
Senior Project Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule
Survey Scope Map

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BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



**Equipment Storage Facility
Project No. 2020237**

NOT TO SCALE



METROPOLITAN SEWERAGE DISTRICT
of
BUNCOMBE COUNTY, NORTH CAROLINA

Budget Map

Metropolitan Sewerage District of Buncombe County

BOARD INFORMATIONAL ITEM

Meeting Date: March 17, 2021
 Submitted By: Thomas E. Hartye, PE., General Manager
 Prepared By: W. Scott Powell, CLGFO, Director of Finance
 Cheryl Rice, Accounting Manager
 Subject: Cash Commitment/Investment Report-Month Ended January 31, 2021

Background

Each month, staff presents to the Board an investment report for all monies in bank accounts and specific investment instruments. The total investments as of January 31, 2021 were \$71,825,098. The detailed listing of accounts is available upon request. The average rate of return for all investments is 0.584%. These investments comply with North Carolina General Statutes, Board written investment policies, and the District's Bond Order.

The attached investment report represents cash and cash equivalents as of January 31, 2021 do not reflect contractual commitments or encumbrances against said funds. Shown below are the total investments as of January 31, 2021 reduced by contractual commitments, bond funds, and District reserve funds. The balance available for future capital outlay is \$31,301,713.

Total Cash & Investments as of 1/31/2021		71,825,098
Less:		
Budgeted Commitments (Required to pay remaining FY21 budgeted expenditures from unrestricted cash)		
Construction Funds	(16,869,190)	
Operations & Maintenance Fund	<u>(8,811,596)</u>	
		(25,680,786)
Bond Restricted Funds		
Bond Service (Funds held by trustee):		
Funds in Principal & Interest Accounts	(21,309)	
FY21 Principal & Interest Due	<u>(7,888,024)</u>	
		(7,909,333)
District Reserve Funds		
Fleet Replacement	(1,015,726)	
Pump Replacement	(150,584)	
WWTP Replacement	(169,598)	
Maintenance Reserve	<u>(1,010,192)</u>	
		(2,346,100)
District Insurance Funds		
General Liability	(387,974)	
Worker's Compensation	(355,095)	
Post-Retirement Benefit	(2,125,958)	
Self-Funded Employee Medical	<u>(1,718,139)</u>	
		<u>(4,587,166)</u>
Designated for Capital Outlay		<u>31,301,713</u>

Meeting Date: March 17, 2021
Subject: Cash Commitment/Investment Report-Month Ended January 31, 2021
Page 2

Staff Recommendation
None - Information Only.

Action Taken

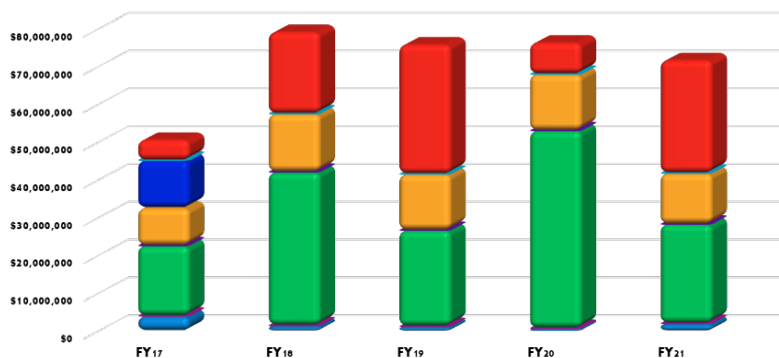
Motion by:	to	<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Second by:		<input type="checkbox"/> Table	<input type="checkbox"/> Send to Committee
Other:			
Follow-up required:			
Person responsible:		Deadline:	

Metropolitan Sewerage District 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	\$ -	\$ -	\$ 21,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,308
Held by MSD	<u>2,009,169</u>	<u>46,690</u>	<u>26,255,518</u>	<u>-</u>	<u>13,494,317</u>	<u>-</u>	<u>-</u>	<u>29,998,096</u>	<u>71,803,790</u>
	<u>\$ 2,009,169</u>	<u>\$ 46,690</u>	<u>\$ 26,276,826</u>	<u>\$ -</u>	<u>\$ 13,494,317</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,998,096</u>	<u>\$ 71,825,098</u>

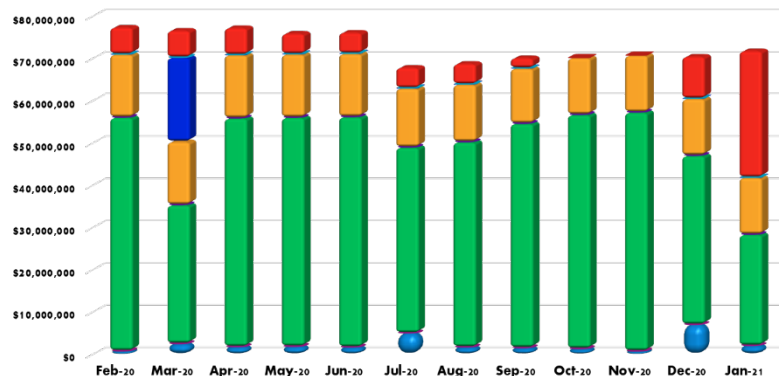
Investment Policy Asset Allocation	Maximum Percent	Actual Percent	
U.S. Government Treasuries, Agencies and Instrumentalities	100%	41.77%	No significant changes in the investment portfolio as to makeup or total amount.
Bankers' Acceptances	20%	0.00%	
Certificates of Deposit	100%	0.00%	The District's YTM of .11 % is exceeding the YTM benchmark of the NCCMT Government Portfolio.
Commercial Paper	20%	18.80%	
Municipal Bonds	100%	0.00%	
North Carolina Capital Management Trust	100%	36.57%	
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		2.80%	
Gov't Advantage Money Market		0.07%	

**MSD of Buncombe County
Investment Portfolio - As of January 31, 2021**



■ Operating Checking Accts
■ Certificate of Deposit
■ NCCMT (Money Market)
■ Commercial Paper
■ Municipal Bonds
■ Gov't Advantage Money Market
■ Gov't Agencies & Treasuries

**MSD of Buncombe County
Investment Portfolio - 12 Month Trend**



■ Operating Checking Accts
■ Certificate of Deposit
■ NCCMT (Money Market)
■ Commercial Paper
■ Municipal Bonds
■ Gov't Advantage Money Market
■ Gov't Agencies & Treasuries

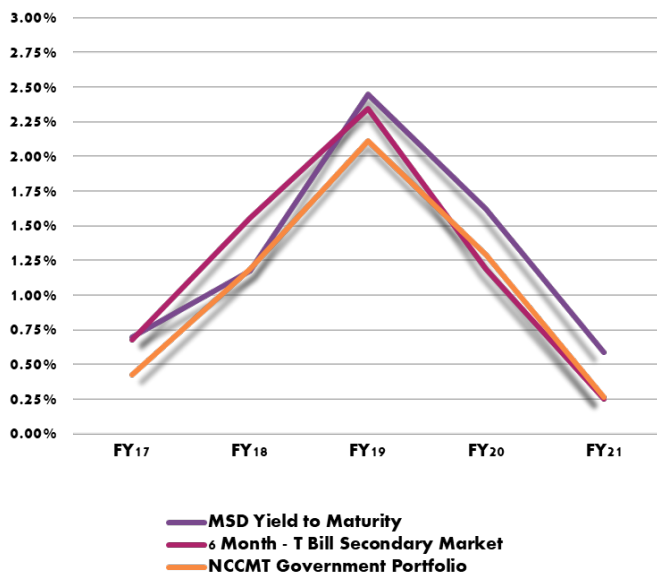
Metropolitan Sewerage District
Investment Managers' Report
 On January 31, 2021

Summary of Asset Transactions			
	Original Cost	Market	Interest Receivable
Beginning Balance	\$ 57,423,414	\$ 57,421,381	\$ -
Capital Contributed (Withdrawn)	7,508,911	7,508,911	-
Realized Income	-	-	-
Unrealized/Accrued Income	-	10,040	11,805
Ending Balance	<u>\$ 64,932,325</u>	<u>\$ 64,940,332</u>	<u>\$ 11,805</u>

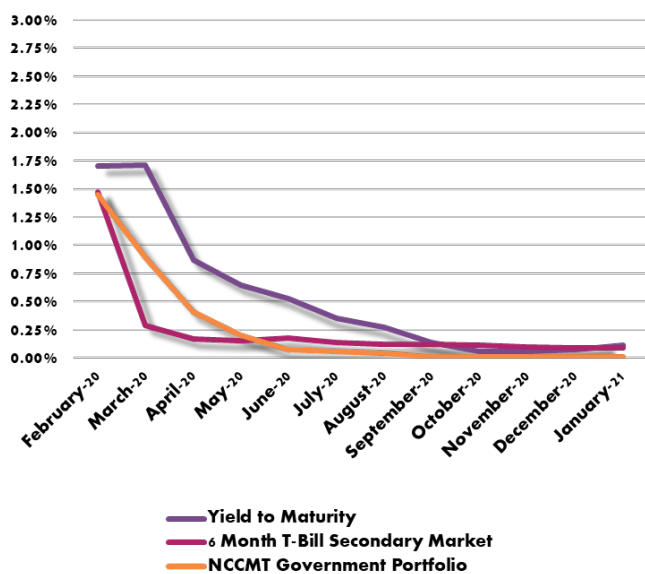
Value and Income by Maturity			
	Original Cost	Income	
Cash Equivalents <91 Days	\$ 64,932,325	\$ 21,845	
Securities/CD's 91 to 365 Days	-	-	
Securities/CD's > 1 Year	-	-	
	<u>\$ 64,932,325</u>	<u>\$ 21,845</u>	

Month End Portfolio Information	
Weighted Average Maturity	49
Yield to Maturity	0.11%
6 Month T-Bill Secondary Market	0.09%
NCCMT Government Portfolio	0.01%

**Metropolitan Sewerage District
Annual Yield Comparison**

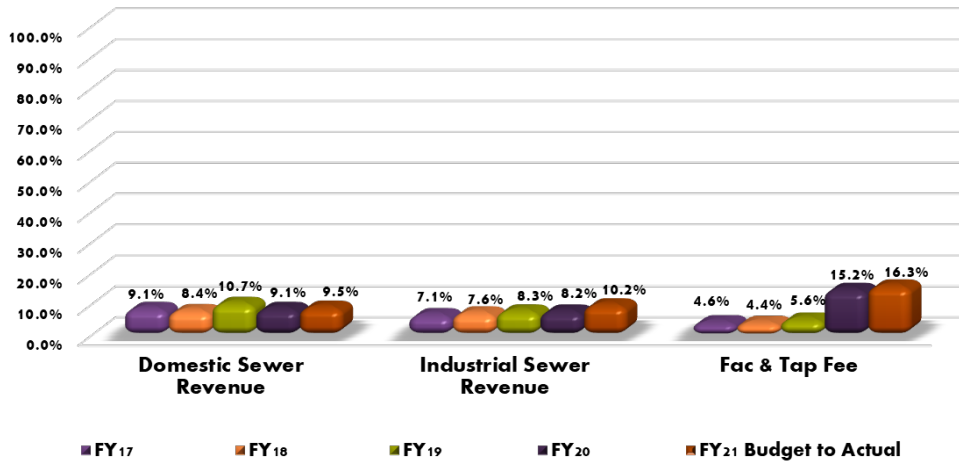


**Metropolitan Sewerage District
Yield Comparison - January 31, 2021**



Metropolitan Sewerage District
Analysis of Cash Receipts
 As of January 31, 2021

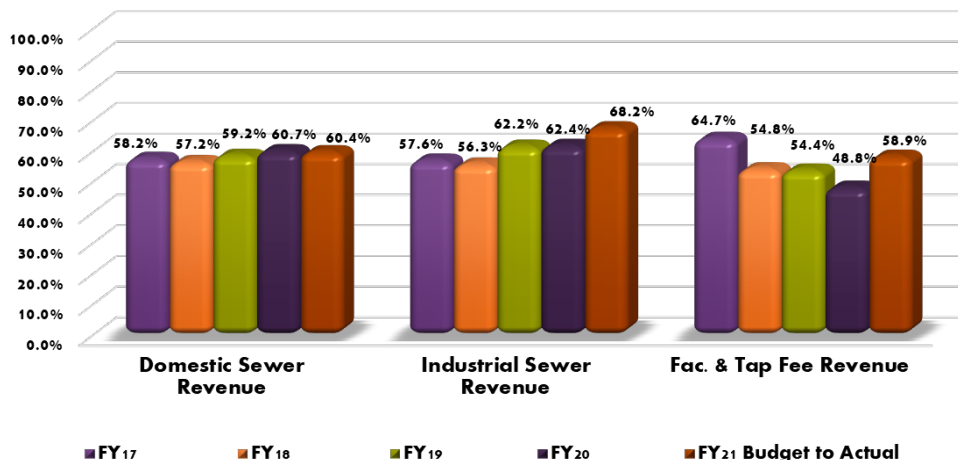
Monthly Cash Receipts Analysis



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 Cash Receipt Analysis

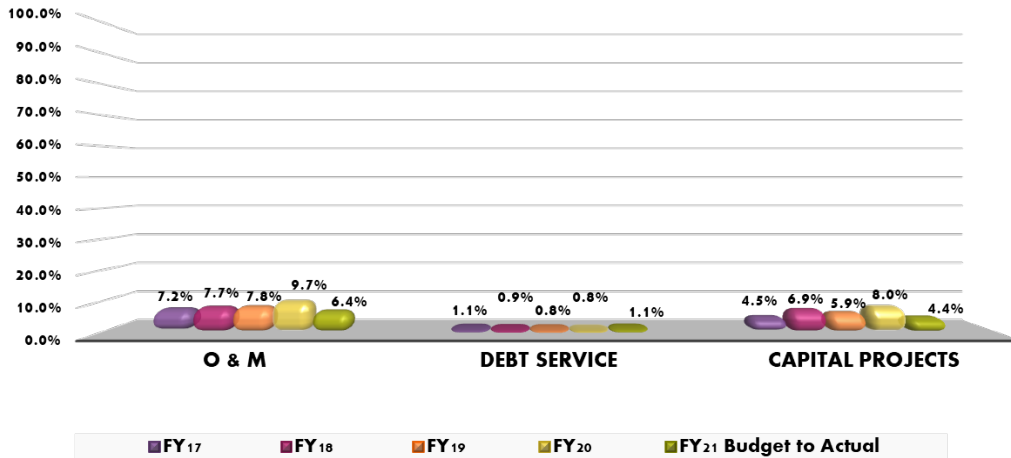


YTD Actual Revenue Analysis:

- 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.

Metropolitan Sewerage District
Analysis of Expenditures
 As of January 31, 2021

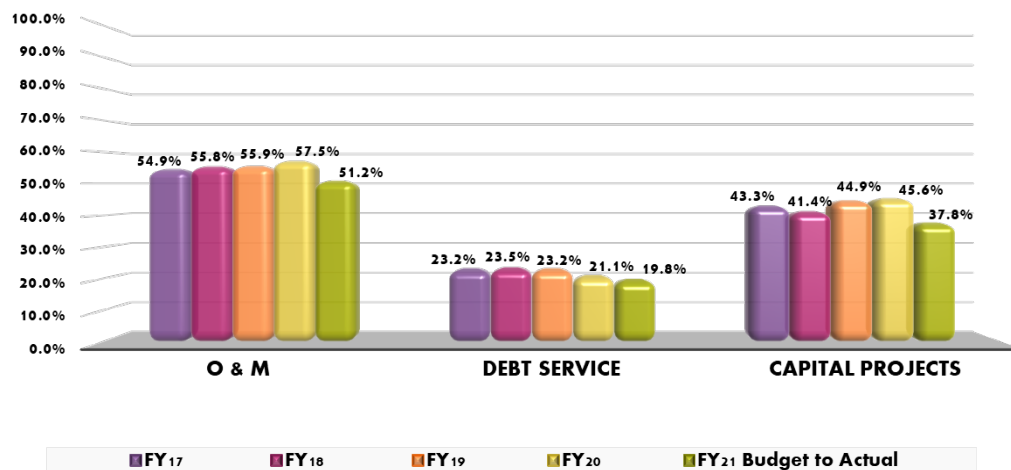
Monthly Expenditure Analysis



Monthly Expenditure Analysis:

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

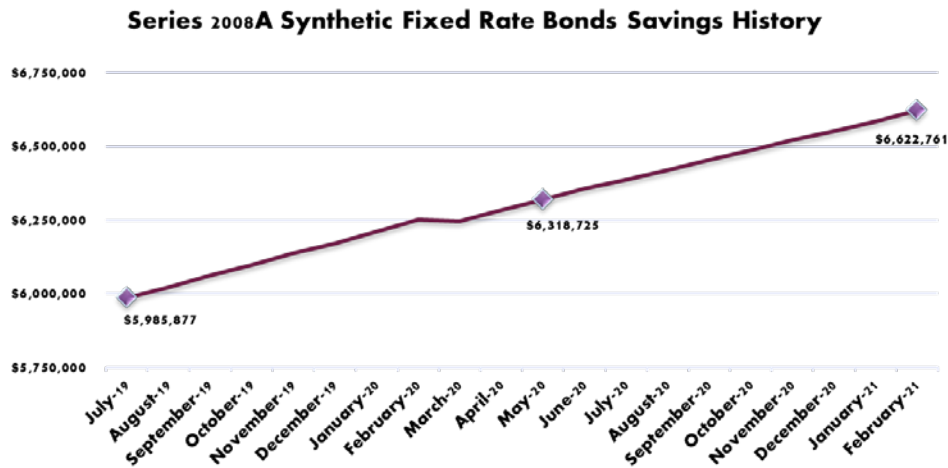
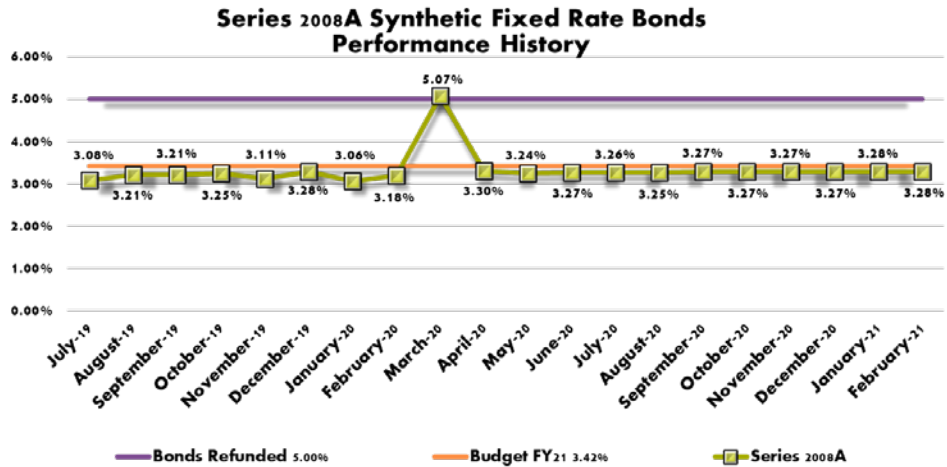
YTD Expenditure Analysis






YTD Expenditure Analysis:

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

Metropolitan Sewerage District
Variable Debt Service Report
 As of February 28, 2021



Series 2008A:

-  Savings to date on the Series 2008A Synthetic Fixed Rate Bonds is \$6,622,761 as compared to 4/1 fixed rate of 4.85%.
-  Assuming the rate on the Series 2008A Bonds continues at the current all-in rate of 3.7210%, MSD will achieve cash savings of \$4,670,000 over the life of the bonds.
-  MSD would pay \$3,196,317 to terminate the existing Bank of America Swap Agreement.

STATUS REPORTS

MSD System Services In-House Construction

FY 20-21

PROJECT NAME	LOCATION	ZIP CODE	ESTIMATED FOOTAGE	ESTIMATED PROJECT DATES	WO#	CREW	COMPLETION DATE	ACTUAL FOOTAGE	NOTES
East Chestnut Ave. @ Five Points Line A Sewer Rehabilitation	Asheville	28801	580	5/11/20 - 7/2/20	268188	631	7/2/2020	638	Complete
WRF Ash Pump Line Replacement	Woodfin	28804	500	6/29/20-7/2/20	267391	674	7/2/2020	380	Complete
Caledonia Road at Springdale Rd	Asheville	28803	629	6/11/20 - 7/24/20	268194	674	7/14/2020	647	Complete
Cumberland Ave @ Magnolia Road Sewer Rehab	Asheville	28801	500	7/25/20 - 8/5/20	272220	674	7/31/2020	451	Complete
Lake Julian FM Replacement	Arden	28704	300	8/6/20 - 9/1/20	267272	674	8/12/2020	314	Complete
Winery Road Creek Crossing Repair	Asheville	28803	107	8/17/20 - 8/18/20	273337	614	8/18/2020	107	Complete
Westwood Avenue at Covered Corner Drive	Swannanoa	28778	1286	7/6/20 - 8/14/20	269524	631	8/26/2020	1125	Complete
217 Westwood Avenue Construction Rehabilitation	Swannanoa	28778	367	8/27/2020	269524	631	8/27/2020	367	Complete
91 Weaverville Road	Woodfin	28804	40	9/9/20 - 9/10/20	273982	647	9/10/2020	40	Complete
Wilson Avenue @ Dellwood Avenue Phase 1	Swannanoa	28778	1191	8/16/20 - 9/20/20	272531	674	9/29/2020	1173	Complete
Wilson Avenue @ Dellwood Avenue Phase 2	Swannanoa	28778	25	10/1/20 - 10/7/20	274491	674	10/7/2020	19	Complete
171 Forest Hills Drive Construction Rehab	Asheville	28803	260	10/18/2020	274835	608	10/18/2020	260	Complete
Eastwood Avenue @ Durham Place	Swannanoa	28778	1574	8/15/20 - 10/20/20	271745	631	10/30/2020	1591	Complete
Durham Place Replacement	Swannanoa	28778	225	11/1/20 - 11/6/20	275144	631	10/30/2020	206	Complete
214 Pine Hill Road Construction Rehab	Swannanoa	28778	148	11/12/2020	274408	631	11/12/2020	148	Complete
99 Old Patton Cove Road Construction Rehab	Swannanoa	28778	320	11/16/20 - 11/17/20	26639	631	11/17/2020	320	Complete
2317 US 70 Hwy Construction Rehab	Swannanoa	28778	1021	11/9/20 - 11/20/20	255611	631	11/16/2020	361	Complete
Union Chapel Road Construction Rehabilitation	Weaverville	28787	300	12/3/20 - 12/11/20	275349	631	12/9/2020	299	Complete
111 Compton Drive	Asheville	28806	370	12/14/20 - 1/15/21	228741	631	1/21/2021	364	Complete
Jarnaul Avenue Sewer Rehabilitation Phase I	Woodfin	28804	2554	10/12/20-2/19/21	273436	674	2/19/2021	2458	Complete
77 Dellwood Street Sewer Rehabilitation	Asheville	28804	200	2/21/21 - 2/28/21	237568	631	2/19/2021	226	Complete
Mount Clare Ave @ 37 Donna Drive Rehab	Asheville	28804	142	2/22/21 - 3/10/21	276876	631			Construction 50% Complete
Lakeview Road Sewer Rehabilitation	Asheville	28804	1400	3/8/21 - 4/7/21	277697	674			Construction to Begin 3/8/21
23 Spears Avenue Sewer Rehabilitation	Asheville	28801	130	3/11/21 - 3/31/21	263130	631			Ready for construction
Dogwood Rd @ White Pine Sewer Rehabilitation	Arden	28704	565	FY 20-21	265656	674			Ready for construction
72 Dillingham Road	Asheville	28805	234	FY 20-21	39327	631			Ready for construction
Coleman Avenue at Conestee Sewer Rehabilitation	Asheville	28801	1517	FY 20-21	233875	674			Ready for construction
154 Overbrook Road Sewer Rehabilitation	Montreat	28757	470	FY 20-21	264010	631			Ready for construction
Lotus Place Sewer Rehabilitation	Asheville	28804	825	FY 21-22	275767	TBA			Ready for Construction
Mountain View Rd at Maxwell Rd Sewer Rehabilitation	Asheville	28805	521	FY 20-21	265289	TBA			In ROW
White Oak Road Sewer Rehabilitation	Arden	28704	1226	FY 20-21	264966	TBA			In ROW
169 Charlotte Street Sewer Repairs	Asheville	28801	70	FY 20-21	244586	TBA			In Design
Bell Rd at New Haw Creek Rd Sewer Rehabilitation	Asheville	28805	1002	FY 20-21	248044	TBA			In Design



CONSTRUCTION TOTALS BY DATE COMPLETED - Monthly

From 7/1/2020 to 1/31/2021

	Dig Ups	Emergency Dig Ups	Dig Up ML Ftg	Dig Up SL Ftg	Manhole Repairs	Taps Installed	ROW Ftg	IRS Rehab Ftg *	Const Rehab Ftg *	D-R Rehab Ftg *	Manhole Installs	Bursting Rehab Ftg *	Total Rehab Ftg *
July 2020	29	9	180	514	15	18	16,700	0	0	2124	11	0	2124
August 2020	25	9	73	591	17	20	19,850	0	474	1439	8	0	1913
September 2020	28	11	201	634	18	25	240	0	0	1213	10	0	1213
October 2020	30	12	72	872	20	20	1,260	0	0	1816	10	260	2076
November 2020	26	9	157	519	16	14	0	0	987	0	0	0	987
December 2020	22	13	74	631	9	27	0	0	553	0	0	0	553
January 2021	29	8	85	741	11	26	490	0	89	364	3	0	453
Grand Totals	189	71	842	4,502	106	150	38,540	0	2103	6956	42	260	9319

* Used to calculate Total Rehab Footage



CUSTOMER SERVICE REQUESTS

Monthly - All Crews

CREW	MONTH	JOBS	AVERAGE RESPONSE TIME	AVERAGE TIME SPENT
DAY 1ST RESPONDER				
	July, 2020	111	25	36
	August, 2020	103	26	36
	September, 2020	109	27	39
	October, 2020	137	26	41
	November, 2020	107	25	31
	December, 2020	110	28	33
	January, 2021	132	34	35
		809	27	36
NIGHT 1ST RESPONDER				
	July, 2020	42	29	26
	August, 2020	34	36	33
	September, 2020	23	32	36
	October, 2020	38	36	30
	November, 2020	24	43	28
	December, 2020	46	25	28
	January, 2021	35	31	26
		242	32	29
ON-CALL CREW *				
	July, 2020	26	44	34
	August, 2020	34	46	31
	September, 2020	22	46	37
	October, 2020	32	60	36
	November, 2020	29	54	36
	December, 2020	43	30	39
	January, 2021	49	37	37
		235	44	36
Grand Totals:		1,286	31	35

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



PIPELINE MAINTENANCE TOTALS BY DATE COMPLETED - Monthly

July 01, 2020 to January 31, 2021

	Main Line Wash Footage	Service Line Wash Footage	Rod Line Footage	Cleaned Footage	CCTV Footage	Smoke Footage	SL-RAT Footage
2020							
July	139,745	1,781	1,508	141,253	17,283	17,249	16,389
August	120,958	1,682	1,115	122,073	29,203	30,909	24,117
September	86,789	1,342	2,545	89,334	22,635	4,520	31,359
October	70,467	1,264	5,903	76,370	21,650	3,640	83,346
November	71,302	1,592	1,675	72,977	18,441	2,890	50,836
December	56,115	1,262	275	56,390	16,585	0	50,297
2021							
January	72,173	2,395	2,772	74,945	13,327	276	42,747
Grand Total:	617,549	11,318	15,793	633,342	139,124	59,484	299,091
Avg Per Month:	88,221	1,617	2,256	90,477	19,875	8,498	42,727

CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT SUMMARY

March 10, 2021

PROJECT	LOCATION OF PROJECT	CONTRACTOR	AWARD DATE	NOTICE TO PROCEED	ESTIMATED COMPLETION DATE	*CONTRACT AMOUNT	*COMPLETION STATUS (WORK)	COMMENTS
CHESTNUT LODGE ROAD	Black Mountain	Terry Brothers Construction Company	8/19/2020	8/20/2020	3/18/2021	\$1,462,900.80	95%	Final paving to be done this week, then a walk-through will be scheduled.
JARNAUL AVENUE PHASE 2	Asheville 28804	Terry Brothers Construction Company	2/17/2021	2/24/2021	6/24/2021	\$476,360.50	5%	Construction has begun.
MUD CREEK INTERCEPTOR PHASE 2	Cane Creek	Buchanan and Sons	8/15/2018	11/21/2018	3/31/2021	\$3,338,194.40	95%	Fletcher Academy is connected. Punchlist work finishing up.
MULL BUILDING - HVAC RENOVATIONS PHASE 2	Woodfin	Bolton Construction Company	7/15/2020	10/19/2020	2/27/2021	\$319,831.00	100%	Project complete and in close out.
WALNUT STREET @ RANKIN AVENUE (COA COST SHARE)	Asheville 28801	Tennoca Construction Company	Contract administered thru COA - approved 11/20/19	1/6/2020	2/28/2021	\$1,709,532.00	100%	Project complete and in close out.
WRF- PLANT HIGH RATE PRIMARY TREATMENT	Woodfin	Shook Construction Company	10/17/2018	1/7/2019	10/31/2021	\$15,188,281.87	78%	Installing MIC coatings. Laying block for the chemical building. Working on tie-in for the Thickeners. Completion delayed due to equipment lost in recent fire.

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

Planning & Development Project Status Report

Active Construction Projects Sorted by Work Location and Project Number

March 5, 2021

No.	Project Name	Project Number	Work Location	Zip Code	Units	LF	Pre-Construction Conference Date	Comments
1	First Baptist Relocation	2015032	Asheville	28801	Comm.	333	7/21/2015	Final Inspection complete, awaiting close-out docs
2	8 Sulphur Springs Road	2015116	Asheville	28806	6	80	11/22/2016	Final Inspection complete, awaiting close-out docs
3	Towne Place Suites	2016012	Asheville	28801	83	342	9/11/2018	Testing
4	Hounds Ear (Mears Ave Cottages)	2016123	Asheville	28806	18	402	8/18/2017	Pre-con held, construction not yet started
5	Element Hotel	2016124	Asheville	28805	Comm.	177	1/21/2020	Waiting on final inspection
6	Ashcroft Ph. 2	2016229	Asheville	28806	40	2,450	2/20/2018	On hold
7	RADTIP	2017052	Asheville	28801	0	919	2/13/2018	Final Inspection complete, awaiting close-out docs
8	17 N. Market Street	2017238	Asheville	28801	16	256	5/10/2019	Final Inspection complete, awaiting close-out docs
9	US 74 Commercial Development	2018010	Asheville	28803	4	265	5/25/2018	Waiting on final inspection
10	Fern Street	2018081	Asheville	28803	8	60	2/15/2019	Testing
11	Lee Walker Heights	2018126	Asheville	28801	116	1,755	10/1/2019	Final Inspection complete, awaiting close-out docs
12	Tru by Hilton	2018131	Asheville	28805	1	248	1/25/2019	Final Inspection complete, awaiting close-out docs
13	Hamrick Farms	2018133	Asheville	28715	69	3,483	8/30/2019	Final Inspection complete, awaiting close-out docs
14	Rowhouse Development	2018205	Asheville	28801	20	365	1/7/2020	Waiting on final inspection
15	Habitat - Old Haywood Road	2018258	Asheville	28806	38	1,355	8/20/2019	Final Inspection complete, awaiting close-out docs
16	Hibriten Subdivision	2018274	Asheville	28801	9	175	3/2/2021	Pre-con held, construction not yet started
17	Timber Hollow Subdivision	2019049	Asheville	28805	18	525	7/28/2020	Installing
18	Mountain Song	2019065	Asheville	28806	5	263	5/1/2020	Final Inspection complete, awaiting close-out docs
19	Amaranth Apartments	2019068	Asheville	28715	70	840	5/21/2020	Waiting on final inspection
20	UNC-A Edgewood Road Parking Lot	2019078	Asheville	28801	Comm.	373	7/19/2019	Final Inspection complete, awaiting close-out docs
21	River Takh (Ulrichs) Sewer Extension	2019117	Asheville	28806	10	200	10/30/2020	Final Inspection complete, awaiting close-out docs
22	100 Airport Road Sewer Relocation	2019125	Asheville	28704	Comm.	548	8/23/2019	Waiting on final inspection
23	Hawthorne at Haywood Phase 2	2019130	Asheville	28806	92	668	12/15/2020	Installing
24	Abundance Run Subdivision	2019141	Asheville	28805	16	500	12/20/2019	Installing
25	Towne Place by Marriott (Bear Creek)	2019187	Asheville	28806	Comm.	264	2/28/2020	Waiting on final inspection
26	Overlook Circle Subdivision	2019256	Asheville	28803	7	180	8/11/2020	Final Inspection complete, awaiting close-out docs
27	Craggy Park Ph. 2	2020038	Asheville	28806	27	1,300	11/24/2020	Installing
28	West Keester Avenue	2007176	Black Mountain	28711	6	410	11/15/2016	Final Inspection complete, awaiting close-out docs
29	808 Montreat Road	2015126	Black Mountain	28711	4	371	4/18/2017	Final Inspection complete, awaiting close-out docs
30	Chapman's Cove	2017227	Black Mountain	28711	10	430	9/21/2018	Final Inspection complete, awaiting close-out docs
31	402 Blue Ridge Road	2018206	Black Mountain	28711	6	372	2/5/2019	Final Inspection complete, awaiting close-out docs
32	262 Flat Creek Road	2018223	Black Mountain	28711	3	286	12/6/2019	Final Inspection complete, awaiting close-out docs
33	Givens Highland Farms-Cottage Development	2018272	Black Mountain	28711	16	1,355	9/13/2019	Final Inspection complete, awaiting close-out docs
34	Padgettown Road - Phase 1	2019003	Black Mountain	28711	6	240	7/19/2019	Final Inspection complete, awaiting close-out docs
35	Padgettown Road - Phase 2	2019085	Black Mountain	28711	43	1,308	7/19/2019	Waiting on final inspection
36	Waightstill Mountain Phase 2B	2015155	Buncombe Co.	28704	16	1,784	4/23/2019	Final Inspection complete, awaiting close-out docs
37	Bee Tree Village	2015158	Buncombe Co.	28778	26	1,118	3/17/2017	Final Inspection complete, awaiting close-out docs
38	NCDOT I-5504 NC 191/I-26 Interchange	2016132	Buncombe Co.	28806	0	355	10/23/2017	In Construction
39	Bradley Branch Phase 4A	2016189	Buncombe Co.	28704	27	2,420	5/10/2019	Final Inspection complete, awaiting close-out docs
40	Villas of Avery Creek	2017068	Buncombe Co.	28704	270	3,170	9/18/2018	Final Inspection complete, awaiting close-out docs
41	Sweetgrass Apartments	2018015	Buncombe Co.	28704	270	1,090	4/12/2019	Waiting on final inspection
42	Upper Grassy Branch Road	2018087	Buncombe Co.	28805	6	250	8/31/2018	Waiting on final inspection
43	Victoria Hills (Lance Road) Ph. 1	2018094	Buncombe Co.	28704	38	1,176	3/6/2020	Testing
44	Victoria Hills (Lance Road) Ph. 2 & 3	2018094	Buncombe Co.	28704	54	2,180	3/6/2020	Testing
45	Starnes Cove Subdivision	2018106	Buncombe Co.	28806	14	315	9/6/2019	Punchlist Pending
46	Bee Tree Road	2018115	Buncombe Co.	28778	6	240	12/18/2018	Final Inspection complete, awaiting close-out docs
47	Holbrook Road Subdivision - Ph. 1	2018125	Buncombe Co.	28715	170	2,225	1/14/2020	Final Inspection complete, awaiting close-out docs
48	Rockdale Subdivision	2018145	Buncombe Co.	28778	9	630	3/17/2020	Final Inspection complete, awaiting close-out docs
49	Retreat at Arden Farms	2018207	Buncombe Co.	28704	416	299	11/19/2019	Final Inspection complete, awaiting close-out docs
50	Reserve at Gashes Creek	2018208	Buncombe Co.	28803	190	1,940	8/2/2019	Waiting on final inspection
51	Birch Lane	2018241	Buncombe Co.	28704	26	875	1/3/2020	Final Inspection complete, awaiting close-out docs
52	Lower Grassy Branch Ph. 2	2018252	Buncombe Co.	28805	12	270	1/21/2020	Final Inspection complete, awaiting close-out docs
53	Rice MHP Off-Site	2019029	Buncombe Co.	28715	TBD	460	4/24/2020	Final Inspection complete, awaiting close-out docs
54	Reflection Pointe	2019032	Buncombe Co.	28806	270	1,995	6/30/2020	Waiting on final inspection
55	Roberson Relocation	2019037	Buncombe Co.	28715	Comm.	200	4/24/2020	Pre-con held, construction not yet started
56	Jasper Apartments	2019086	Buncombe Co.	28778	100	760	12/8/2020	Installing
57	Aiken Road Multi-Family	2019128	Buncombe Co.	28804	407	4,620	10/2/2020	Installing
58	Fairview Meadows Subdivision	2019142	Buncombe Co.	28730	42	1,460	8/28/2020	Testing
59	Riceville Road Development	2019156	Buncombe Co.	28805	7	145	1/21/2020	Final Inspection complete, awaiting close-out docs
60	Sycamore Cove Subdivision	2019158	Buncombe Co.	28803	26	570	6/9/2020	Installing
61	Fields Jaguar	2019169	Buncombe Co.	28704	Comm.	305	10/27/2020	Waiting on testing
62	Twin Oaks Subdivision	2019195	Buncombe Co.	28704	45	2,300	10/9/2020	Installing
63	CMH Homes - N. Louisiana Ave.	2019220	Buncombe Co.	28806	30	1,187	7/28/2020	Installing
64	Longwell Building	2019230	Buncombe Co.	28730	Comm.	500	7/14/2020	Final Inspection complete, awaiting close-out docs
65	The Ramble Block F, Ph. 2	2019237	Buncombe Co.	28803	10	1,770	7/17/2020	Final Inspection complete, awaiting close-out docs
66	Creskide Cottages	2019255	Buncombe Co.	28704	6	400	3/12/2015	Phase 2 Construction Not started
67	Fisher Mill Road	2020015	Buncombe Co.	28704	3	380	10/20/2020	Waiting on testing
68	Fountain Park Subdivision - Ph. 2	2020026	Buncombe Co.	28806	120	4,611	7/12/2019	Installing
69	Haakon	2020055	Buncombe Co.	28715	Comm.	230	9/29/2020	Installing
70	Holbrook Road Subdivision - Ph. 2	2020150	Buncombe Co.	28715	16	670	11/13/2020	Testing
71	Nesbit Farms Ph. 2	2018101	Cane Creek	28759	81	4,094	2/23/2021	Installing
72	Collett Industrial (Banner Farm)	2020108	Cane Creek	28759	Comm.	255	11/20/2020	Waiting on final inspection
73	828 North	2017153	Weaverville	28787	224	1,090	11/17/2020	Installing
74	Ambler's Chase	2017249	Weaverville	28787	21	1,235	11/29/2018	Waiting on final inspection
75	Northridge Commons Townhomes	2018082	Weaverville	28787	53	1,380	4/9/2019	Final Inspection complete, awaiting close-out docs
76	Maple Trace Ph. 4	2018214	Weaverville	28787	35	1,265	5/24/2019	Final Inspection complete, awaiting close-out docs
77	The Holston	2019133	Weaverville	28787	240	36	6/2/2020	Waiting on testing
78	Greenwood Park Subdivision Ph. 1	2020018	Weaverville	28787	73	6,520	7/17/2020	Final Inspection complete, awaiting close-out docs
79	Northridge Commons Retail	2020147	Weaverville	28787	Comm.	790	12/1/2020	Installing
80	Crest Mountain Phase 3B	2013041	Woodfin	28806	69	1,329	10/15/2013	Final Inspection complete, awaiting close-out docs
81	Reese & Jan Lasher (High Hopes)	2015152	Woodfin	28806	14	320	4/26/2016	Final Inspection complete, awaiting close-out docs
82	Apple Lane	2017130	Woodfin	28804	4	60	8/31/2018	Final Inspection complete, awaiting close-out docs
83	Olivette Gravity Phase 2	2018116	Woodfin	28804	94	12,406	11/27/2018	Installing
84	Skyfin-Terraces at Reynolds Mtn -Phase 2	2018187	Woodfin	28804	10	140	8/8/2017	Final Inspection complete, awaiting close-out docs
85	Skyfin-Terraces at Reynolds Mtn -Phase 3	2020176	Woodfin	28804	12	605	8/8/2017	Final Inspection complete, awaiting close-out docs
86	Skyfin-Terraces at Reynolds Mtn - Phase 4	2020167	Woodfin	28804	5	100	8/8/2017	Installing
87	Brown Avenue	2018267	Woodfin	28804	3	62	7/2/2019	Final Inspection complete, awaiting close-out docs
88	Serenity Townhomes	2020037	Woodfin	28804	8	480	7/14/2020	Pre-con held, construction not yet started
			TOTAL		4,345	98,165		



Metropolitan Sewerage District

OF BUNCOMBE COUNTY, NORTH CAROLINA

MSD BOARD
MEETING NOTICE
March 17, 2021 @ 2:00 PM

You may join meeting by dialing in:

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 602-345-421

~PROTECTING OUR NATURAL RESOURCES~

2028 RIVERSIDE DRIVE, ASHEVILLE, NORTH CAROLINA 28804 TELEPHONE: (828)254-9646
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MSD

Regular Board Meeting

Metropolitan Sewerage District
of Buncombe County, NC

AGENDA FOR 3/17/2021

✓	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 February 17, 2021 Board Meeting	VeHaun	2:10	
	03. Discussion and Adjustment of Agenda	VeHaun	2:15	
	04. Introduction of Guests	VeHaun	2:20	
	05. Informal Discussion and Public Comment	VeHaun	2:25	
	06. Report of General Manager	Hartye	2:30	
	07. Consolidated Motion Agenda	Hartye	2:40	
	a. Consideration of Engineering Design and Construction Services Contract - Equipment Storage Facility	Hartye		
	b. Cash Commitment/Investment Report-Month ended January, 2021	Powell		
	08. Old Business:	VeHaun	3:00	
	09. New Business:	VeHaun	3:05	
	10. Adjournment: (Next Meeting 4/21/21)	VeHaun	3:10	
	STATUS REPORTS			