

Memorandum

Date: Thursday, February 2, 2023

To: Dr. Rob Jackson, Superintendent  
Buncombe County Schools

From: Lisa Sharpe, Accounts Payable, Purchasing and Risk Control Manager *LS Sharpe*  
Buncombe County Schools

Subject: North Buncombe High School—Requests to Use Athletic Capital Outlay Funds

**North Buncombe High School Athletic Capital Outlay Request 1**

North Buncombe High School is requesting approval to purchase a lawn Cub Cadet ZTX6 lawn mower. This purchase will be made from 4x4 Country and Cub Cadet Inc. utilizing a 20% price discount based on Statewide Term Contract 515B – Grounds Maintenance Equipment.

The total cost for the purchase of the Cub Cadet ZTX6 lawn mower is \$8,062.45 (including sales tax). North Buncombe High School requests approval to use of \$8,062.45 from their Athletic Capital Outlay Allotment to pay for the above listed lawn mower.

**North Buncombe High School Athletic Capital Outlay Request 2**

North Buncombe High School is requesting approval to rebuild their softball batting cage using Athletic Capital Outlay funds. This project will be completed by Asheville Fence Contracting. Asheville Fence Contracting was the winning bidder for Buncombe County Schools RFP 29-22 Chain Link Fencing. Asheville Fence Contracting is a trusted vendor and HUB Certified as a woman owned business. Mr. Clark Wyatt, Maintenance Director, has reviewed this project and supports Asheville Fence Contracting being used as the vendor for this project.

The total cost for the softball batting cage project is \$11,997.98. The full cost for this project will be paid using Athletic Capital Outlay Allotment funds. Full payment will be made after the project is complete.

**North Buncombe High School Capital Outlay Athletic Request 3**

North Buncombe High School is requesting approval to reupholster their weight room benches using Athletic Capital Outlay funds. This project will be completed by Red Zone Strength. Red Zone Strength is a trusted vendor. They completed the reupholstering of North Buncombe High School's weight room benches in 2010.

The total cost to reupholster the weight room benches is \$2,889.00. The cost of this project does not require bids or quotes to be received. However, to ensure the best price for this service is received, Mr. Yontz reached out to two other companies for a quote. He did not receive a response from either vendor.

North Buncombe High School Principal, Mr. Kevin Yontz has submitted a memo supporting the use of Athletic Capital Outlay funds for the three purchases outlined above. Per Mr. Yontz's memo, the North

Buncombe High School Advisory Board also approved using Athletic Capital Outlay funds for these purchases.

Mr. David Ball, District Athletic Specialist, has also reviewed and supports these purchases.

Pursuant to Buncombe County Board of Education Policies 6430 (State Purchasing Requirements for Equipment, Materials and Supplies) and 6440 (Local Purchasing Requirements for Equipment, Materials, and Supplies), the Purchasing Department verifies the purchasing requirements for the above outlined purchases has been satisfied. Buncombe County Board of Education policy 6430-R allows State Term Contract pricing to be utilized as an exception to the informal bidding process.

**Recommendation:** Approve the Athletic Capital Outlay Allotment funds request from North Buncombe High School.

Attachments: Memo from Mr. Kevin Yontz, Principal, North Buncombe High School  
Quote from 4x4 Country and Cub Cadet, Inc.  
Quote from Asheville Fence Contracting  
Quote from Red Zone Strength

C: Mr. Kevin Yontz, Principal, North Buncombe High School  
Mr. David Ball, District Athletic Specialist  
Mr. Clark Wyatt, Maintenance Director  
Mr. Joseph Hough, Assistant Superintendent  
Ms. Tina Thorpe, Chief Financial Officer



**NORTH BUNCOMBE HIGH SCHOOL**

890 CLARKS CHAPEL ROAD WEAVERVILLE, NC 28787  
PHONE 828-645-4221 FAX 828-645-4367  
[www.nbhs.buncombeschools.org](http://www.nbhs.buncombeschools.org)

1/13/2023

To: Lisa Sharpe  
CC: David Ball

North Buncombe High School would like to request the use of Athletic Capital Outlay to purchase a new mower for our baseball and softball fields, a batting cage for our softball team, and the reupholstery of our benches in the weightroom. North Buncombe's advisory council has approved purchasing these items using Athletic Capital.

Our previous mower was purchased around 2005 and would require a new motor to function. The new mower bought on state contract will cost \$8062.45.

We need a batting cage because the previous one was taken down prior to securing funding for a project that is beyond our scope. Asheville Fence, who I understand has a contract with Buncombe County Schools for fencing needs, bid the batting cage for \$11,997.98.

Our weight room benches were last reupholstered in 2010 and now have cracks in the vinyl that allow sweat to soak into the foam creating an unsanitary environment. The same company, Red Zone Strength, that reupholstered them last time, has bid the job for 2889.00. I've reached out to two other companies by phone and email but cannot get a response.

Thank you,

Kevin Yontz  
Principal, North Buncombe High School

4X4 COUNTRY & CUB CADET INC.  
1039 BREVARD ROAD  
ASHEVILLE NC 28806  
(828)667-4617 4X4 COUNTRY.COM

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SOLD TO:
KEVIN -YONTZ NORTH BUNCOMBE HIGH SCHOOL

SHIP TO:
KEVIN -YONTZ NORTH BUNCOMBE HIGH SCHOOL

Terminal: 17

Tax Exempt #

NO RETURNS ON SPECIAL ORDERED ITEMS, ELECTRICAL  
ITEMS OR SERIAL NUMBERED ITEMS. NO RETURNS WITHOUT  
RECEIPT OF AFTER 30 DAYS. 10% RESTOCKING CHARGE

Shipped VIA: CUST P/U

Time: 09:55

ACCOUNT	DATE	INVOICE	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
2313872	1/11/23	307477	018/018	1		

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		CC	47RIAHA8010	ZTX6 60	9499.00	7535.00	7535.00
				SN-	1.A			
				SN-	1.B			
				PRICE IS FOR SCHOOL ONLY.				

QUOTE ONLY

SUB TOTAL	7535.00
MISC	0.00
LABOR	0.00
Tax: 7.000	527.45
DOWN PAYMENT	
INVOICE TOTAL	8062.45



ASHEVILLE CONTRACTING CO., INC.  
PO BOX 1540  
CANDLER, NC 28715  
(P) 828-665-8900 (F) 828-665-8902  
www.ashevillefence.com  
HUB Certified (Woman Owned)

## PROPOSAL/CONTRACT

Date: 01/10/2023

### CUSTOMER INFORMATION:

NORTH BUNCOMBE HIGH SCHOOL  
890 CLARKS CHAPEL RD  
WEAVERVILLE, NC, 28787

### JOB INFORMATION:

Kevin Yontz 828-645-4221  
kevin.yontz@bcsemail.org  
Batting gates

### SCOPE OF WORK:

Install new 12' tall, 60' long, by 24' wide batting cage with 2' post, 1 5/8" frame work, 1 7/8" nylon mesh and middle divider creating (2) 12' x 60' cages.

-All posts will be set in concrete.

### Approved & Accepted for Customer:

Contract Amount: \$ 11997.98  
Down Payment: \$ 5998.99  
Balance Due: \$ 5998.99

Customer

Date

ASHEVILLE CONTRACTING CO., INC.:

Salesperson

Date

Credit Card Processing Fee 3% Per Transaction

Quote good for 5 days

## FENCE INSTALLATION CONSTRUCTION CONTRACT

This Fence Installation Construction Contract (the "Contract") is entered into on 01/10/2023, by and between **Asheville Contracting Co., Inc.** dba Asheville Fence and Guardrail Contracting (hereinafter referred to as "the Company" or "the Contractor") and NORTH BUNCOMBE HIGH SCHOOL (hereinafter referred to as the "Owner"), (cumulatively referred to as "the Parties"). This job is referred to as the Project.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. Contract Amount & Payments Schedule.** The total estimated contract price for the Project is \$ 11997.98. See attached Proposal. Please note that the Proposal is an estimate of ultimate costs of the Project and resulting work product and is subject to final change according to any unforeseen changes in measurables, such as fence length, cost of supplies and materials, or other. Owner shall pay Contractor in the following manner, in amounts and schedule as follows:

**A. Initial Job Deposit:** Insofar as title of the property has not been transferred to Contractor, at the execution this Contract by both Parties Owner will pay Contractor an initial non-refundable deposit of \$ 5998.99. This amount shall be for the purposes of securing Contractor's, and any potential requisite subcontractors', availability for the future commencement of Construction date, purchasing materials, and preparation and planning by Contractor in the time between the execution of this Contract and the commencement date of the Project, and shall be non-refundable and credited against the total contract price. CANCELLATIONS ARE SUBJECT TO A 30% RESTOCKING FEE ON MATERIALS THAT THE CONTRACTOR DEEMS RETURNABLE. OWNER IS RESPONSIBLE FOR ORIGINAL SHIPPING AND RETURN SHIPPING CHARGES. VINYL, ORNAMENTAL, AND CUSTOM WOOD FENCE MATERIAL(S) ARE EXAMPLES OF NON-REFUNDABLE PRODUCTS.

**B. Final Payment:** Upon completion of the Project and final invoice by Contractor, the Owner will make a final payment of \$ 5998.99, to be paid within 10 days of receipt of Final Invoice. Final billing will be based on the actual footage of fencing built and the work performed as outlined in the attached Proposal. A late fee service charge of 1.5% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after receipt of any amount invoiced by Contractor. If the Contractor is unable to complete the estimated footage as outlined herein due to changes in supply and/or materials pricing, the difficulty of the terrain or any other unforeseeable circumstance, this contract may be modified or terminated by the Contractor, and the final billing will be based on the actual footage of fencing built, the cost of supplies and materials, and the work performed. If full payment of amounts owed is not completed within 90 days of final work date, then Contractor will have no choice but to proceed with collections through applicable Mechanic's Lien rights, including pursuit of property as collateral for recovery, subject to Section G herein.

Customer Initial \_\_\_\_\_

**C. Change Orders:** All additions and/or changes to the original proposal and/or contract are subject to the terms and specifications of this Agreement. Owner will remain responsible for any increased costs caused by a Change Order. Should there be any changes caused by unforeseen circumstances, Contractor will attempt to notify Owner as soon as reasonably possible with an updated cost estimate that reflects such changes. Any Change Order costs will be included in the final invoice. **ADDITIONAL CHARGES FOR LABOR, INCLUDING ANY CLEARING OF THE FENCE LINE, THAT IS NOT COVERED IN THE EXISTING PROPOSAL AND/OR CONTRACT WILL BE BILLED AT A RATE OF \$95.00 PER HOUR.**

**2. Owners' Responsibilities and Representations.**

**A.** Owner warrants and represents to Contractor that Owner owns the Project property in fee simple absolute subject only to Owner's recorded deeds of trust, restrictive covenants, minimum building lines on subdivision plats, and utility easements and will provide Contractor access to the Project site to complete the Work outlined in this Contract. Owner will deliver copies of applicable documentation, including, but not limited to, restrictive covenants, minimum building lines on subdivision plats, and utility easements, where they may affect the scope of the Project or upon request of Contractor.

**B.** Owner warrants and represents that the Project site meets all zoning and/or permit requirements for the intended Project. Owner is responsible for any required permits.

**C.** Owner further warrants and represents that Owner has the financial ability to pay the compensation to Contractor as set forth herein as it is due, and Owner will make such payments timely upon notice and request.

**3. Liability and Indemnity.** The Contractor assumes no liability to Owner or Owner's guests, family members, neighbors, or other Owner invitee individuals present at the Project property for any claims, damages, injuries, or losses, related to Contractor's work under this Contract, outside of claims, losses, or damages resulting from Contractor's gross negligence or intentional misconduct. Owner agrees to defend, indemnify, and hold the Contractor harmless from any and all suits or other claims by third parties stemming or emanating from the Contractor performing his job, duties and responsibilities under this Contract, outside of Contractor's gross negligence or willful misconduct. Additionally, during the Project and after completion, Contractor assumes no liability to Owner or any guest or invitee of Owner and makes no promises regarding the security of Owner's property and against any trespassers or uninvited individuals.

**4. Warranty of Work:** The Contractor warrants the Work to be free from defects in materials and workmanship for one year from the completion date of the contract. All product and/or materials "Manufacturer" warranties are deemed assigned by Contractor and shall belong to the Owner.

**5. Subsurface Issues.** Contractor will assume the responsibility for having underground public utilities located and marked; however, the Owner assumes all liability for any damage caused by the Project to known utilities. Additionally, the Contractor assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The Contract Price does not include any costs or contingencies for rock, water, or other abnormal surface conditions, and Owner shall be responsible for the costs of correcting any such conditions, unknown at the time of execution of this Contract. If any unknown underground obstacles are encountered that impede the progress of the Project, then the Contractor will

Customer Initial \_\_\_\_\_

inform the Client as soon as possible and request a Change Order to be executed to account for the obstacle and completion of the Project.

**6. Photos – Right to Use.** Owner gives Contractor and its employees and agents permission to take and use for any lawful purpose photographs, video and/or other images from the Project as such may be embodied in any pictures, drawings, renderings, photographs, video recordings, bulletins, advertisements, promotional or education materials, audiotapes, digital images or the like, including but not limited to the internet, television, radio, newspapers, magazines, social media sites. In this regard, Owner acknowledges that Owner will not receive any compensation or remuneration for the use of such pictures, etc. Owner also understands that once such pictures, etc. are published to the media or on the internet, or are otherwise published, they may be used in publications and/or on websites outside of the Contractor's control. Even if the Project property is sold, the right to use any and all images of and from the Project survives such transfer.

**7. Miscellaneous.**

**A. Entire Agreement.** The foregoing, along with any attached exhibits, shall and does constitute the entire agreement of the parties, and there are no other provisions written or oral between parties. Any modification to this Contract shall be in writing, shall refer to the Contract and shall be signed by the parties charged.

**B. Proposal Estimate and Changes.** The Proposal is an estimate for the Project and may differ from ultimate billing. Final billing will be based upon length of fencing provided and respective materials cost needs and changes. Any changes to the Project and ultimate costs caused by unforeseen situations will be communicated by Contractor to Owner as soon as reasonably possible and will be reflected in Final Payment.

**C. Force Majeure.** If performance of this Contract or any obligation under it is prevented, restricted or interfered with by causes beyond either party's reasonable control, and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. Any changes caused by unforeseen circumstances may affect and change the timing and costs of the Project, which will be communicated to Owner as soon as reasonably possible by Contractor.

**D. Assignment.** The Contractor and Owner agree that neither of them shall assign or transfer their respective interests in this Contract without the written consent of the other.

**E. Governing Law and Venue.** The Contractor and the Owner agree that this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. The Parties agree that any suit relating to the Project and Work under this Contract must be filed in Buncombe County, North Carolina.

**F. Unenforceability of Provisions and Severability.** If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Customer Initial \_\_\_\_\_



**G. Waiver.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with all other provisions of this Contract.

**H. Collection and Attorneys' Fees.** In the event that there is alleged breach of this Contract and/or lawsuit or Arbitration ensues out of the Work performed under this Contract, then the prevailing party is entitled to have his or her attorney's fees and costs incurred in that suit paid by the losing party. Additionally, the Owner agrees to pay all costs and expenses, including reasonable attorney and other legal fees, incurred by the Contractor in collecting any outstanding debt owed by the Owner to Contractor under this Contract.

**I. Survival.** All representations and warranties of the Parties contained herein shall survive termination of this Contract and completion of the subject Project.

**IN WITNESS WHEREOF**, the undersigned have executed this Contract as of the day and year first written above written to identical counterparts, each constituting an original of the document. The parties hereto agree that facsimile and scanned signatures shall be as effective as if originals.

**ASHEVILLE CONTRACTING CO., INC. dba Asheville Fence and Guardrail Contractors**

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**OWNER:**

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_

Customer Initial \_\_\_\_\_



**JC Sports LLC**  
5020 Woodleaf Road  
Salisbury, NC 28147

**STRENGTH,  
FOOTBALL, &  
RECONDITIONING**

## Proposal

Date	Proposal #
1/10/2023	20231559
Quote Expires	2/9/2023

**Customer:**

North Buncombe High School  
890 Clark's Chapel Road  
Weaverville NC 28787

**PROJECT:**

**Reconditioning**

Item	Description	Qty	Price Ea.	Total
Reconditioning	Replacement Pad Set for Multi-Adjustable Bench (2-Pc Set)	10	250.00	2,500.00T
FDI	Includes Wear Guard with Custom Logo Freight, Delivery & Installation		200.00	200.00T

Thank you for the opportunity to submit this proposal.

**Subtotal** \$2,700.00

**Sales Tax (7.0%)** \$189.00

**Total** \$2,889.00

**Phone #**

**Fax #**

**E-mail**

704-640-2217

704-637-1449

redzonestrength@gmail.com