

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: November 20, 2024

SUBJECT: Budget Amendment – Library Fund Balance Appropriated

PRESENTERS: Trina Rushing, Library Director

ATTACHMENTS: Yes

1. Budget Amendment
2. Young Office Quote

SUMMARY OF REQUEST:

Staff is requesting the Board approve the attached budget amendment appropriating \$23,284 from Restricted Fund Balance for Library Donations to purchase new chairs for the Main Library auditorium and public computer stations. No county dollars are being used for this project.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached budget amendment to appropriate fund balance as presented.

Suggested Motion:

I move the Board approve the budget amendment to appropriate fund balance as presented.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: LIBRARY

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115611-526000</u>	<u>DEPT SUPPLIES & MATERIALS</u>	<u>\$23,284</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114990-401005</u>	<u>FUND BALANCE APPROPRIATED - LIBRARY DONATIONS</u>	<u>\$23,284</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: Please provide a brief justification for this line-item transfer request.

TO APPROPRIATE RESTRICTED FUND BALANCE FOR PURCHASE OF MAIN LIBRARY AUDITORIUM AND PUBLIC COMPUTER CHAIRS TO BE COMPLETED USING RESTRICTED LIBRARY DONATIONS. BOC APPROVED 11.20.2024.

Gina M Rushing
Authorized by Department Head

11/20/2024
Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____



1280 Ridge Road Greenville, SC 29607-4626
 (864) 281-9500
 (888) 202-0508 Toll Free
 (864) 281-9555 Fax
 www.youngoffice.com

Quotation 98718

Quote Date 09/26/24
 Customer HE055
 Terms NET 10 DAYS
 Account Representative JEN MCMAHON

Quote To

TRINA RUSHING
 HENDERSON COUNTY LIBRARY
 301 N WASHINGTON ST
 Hendersonville NC 28739

Ship To

TRINA RUSHING
 HENDERSON COUNTY LIBRARY
 301 N WASHINGTON ST
 Hendersonville NC 28739

Phone +1 (828) 697-4725 x2334
 TRUSHING@HENDERSON.LIB.NC.US

Phone +1 (828) 697-4725 x2334
 TRUSHING@HENDERSON.LIB.NC.US

Sales Location Young Office - NC

MAIN LIBRARY HON CHAIRS

HON PRODUCT ON NC STATE CONTRACT 5610A

Description	Quantity	Unit Price	Extended Price
1 HMS2 - Motivate High Density Stacker-Uph Seat Set/4 Select Arm Type: .F: Fixed Arm Select Shell Color: .RE: Regatta Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 21: Steel Select Frame Color: .Y: Chrome HON	13	726.64	9,446.32
2 HMS2 - Motivate High Density Stacker-Uph Seat Set/4 Select Arm Type: .N: No Arm Select Shell Color: .RE: Regatta Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 21: Steel	15	667.49	10,012.35

Signature constitutes a binding contract to purchase subject to Young Office Environments' Terms and Conditions, a copy of which is available upon request.

ACCEPTED BY _____ TITLE _____ DATE _____



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Description	Quantity	Unit Price	Extended Price
2 Select Frame Color: .Y: Chrome HON			
3 HMS2 - Motivate High Density Stacker-Uph Seat Set/4 Select Arm Type: .N: No Arm Select Shell Color: .SD: Shadow Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 19: Graphite Select Frame Color: .Y: Chrome HON	4	667.49	2,669.96
4 HMSCART - Motivate Cart for Stacking Chairs HON	1	299.85	299.85
5 LABOR - CHARGE TO DELIVER 128 STAACKING CHAIRS AND 1 CHAIR CART 32 CARTONS SOLD 4 PER CARTON YOUNG OE	1	855.00	855.00

Quotation Totals		
Sub Total		23,283.48
NC-HENDERSON-6.75%		1,571.63
Grand Total		24,855.11

End of Quotation

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TERMS AND CONDITIONS OF SALE (Young Office Environments As Seller)

1. **PURCHASE ORDER AND CREDIT APPROVAL** – The Buyer's purchase order will be required for all orders. The purchase order shall include requested delivery date, delivery and invoicing location, product quantity, description and pricing, and freight, delivery and installation charges if applicable. In the event that the Buyer does not generate a formal purchase order and does not require a purchase order number printed on each of the Seller's invoices, the Seller's quote signed by the Buyer will serve as a purchase order. Acceptance of the Buyer's purchaser order by the Seller is subject to credit approval.
2. **TERMS OF PAYMENT** – Payment by the Buyer is due ten (10) days from the date of invoice. A deposit equal to fifty percent (50%) of the total purchase price, including applicable taxes, is required with each purchase order. This deposit will be applied on a prorated basis (as a percentage of the total purchase price) to each invoice as billing occurs. If Buyer declines to provide credit application, payment in full is due with purchase order or signed quotation.
3. **SERVICE CHARGE** – A service charge of 1.5% per month will be assessed on all unpaid balances after thirty days from invoice date and after any judgment date. Buyer agrees to pay for all costs of collection, including, but not limited to, reasonable attorney's fees and costs incurred by the Seller to collect past due balances.
4. **INVOICING** - Invoicing will begin upon delivery to the jobsite or to a storage facility in accordance with Paragraph 9 of these Terms and Conditions. Payment by the Buyer in accordance with these Terms and Condition is required for all goods so delivered. Partial deliveries are to be paid by the Buyer upon presentation by the Seller of invoices covering each partial delivery.
5. **TAXES** – Unless specifically indicated, prices do not include sales, excise or any other taxes. Applicable sales taxes will be added to all invoices for product delivered to North Carolina and South Carolina and the Buyer agrees to pay same. Seller is not registered and does not compute, add or collect sales or use taxes on orders shipped to any other state or foreign country. Buyer assumes full responsibility to determine the Buyer's applicable liabilities and remit all applicable taxes directly to state and local authorities. A tax-exempt certificate must accompany all tax-exempt orders.
6. **CHANGES** – If changes in the specifications and/or quantities set out in this proposal are desired by the Buyer after the order has been entered by the Seller, such changes will be regarded as an additional order (additional Buyer's purchase order required) and will be charged for at the prevailing prices. In all cases, requests for changes must be in writing from the Buyer. All costs incurred by the Seller for cancellation, delays, return freight etc. will be invoiced to and paid by the Buyer.
7. **SPECIALS** – Specially manufactured goods, including customer's own material (C.O.M.), will be invoiced to the Buyer at time of C.O.M. shipment to the manufacturer or in accordance with the manufacturer's requirements. Payment by the Buyer is due upon receipt of invoice. A 50% deposit is required for all special products, and orders for special products are non-cancellable.
8. **CONDITIONS OF JOBSITE** – The Buyer shall render the jobsite clean, clear and free of debris prior to delivery and installation. Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller, as shall adequate facilities for offloading, staging, moving and handling. If for any reason the jobsite is not available to the Seller upon arrival of trailers and if temporary staging is required, the Seller will perform the temporary staging and any costs incurred by the Seller for double handling will be invoiced to and paid by the Buyer.
9. **STORAGE** – If the jobsite is not readily accessible to the Seller for delivery or if the jobsite is otherwise not prepared for delivery and installation as specified in Paragraph 8 of these Terms and Conditions, the goods will be stored until delivery and installation services can occur. Placement of goods into storage for any reason shall constitute delivery, and invoices for stored goods will be presented immediately. At the time goods are placed into storage, title and risk of loss shall pass to the Buyer and the Buyer is responsible for providing property insurance to cover this exposure. Additionally, all costs of such storage and any other costs incurred by the Seller as a result of the inaccessibility or unsatisfactory preparation of the jobsite will be invoiced to and paid by the Buyer.
10. **OVERTIME** – All prices have been determined without provision for overtime by the Seller's personnel or agents. All delivery and installation services shall be performed during normal business hours unless the Buyer requests overtime in writing. In addition, should overtime be required, the Seller will invoice the Buyer the difference between the prevailing contractors overtime rates for the applicable trades and the Seller's normal hourly rates and the Buyer agrees to pay same.
11. **INSURANCE** – The Seller carries commercial general liability, workers' compensation and automobile insurance and certificates to that effect will be delivered to the Buyer upon request.
12. **ACCEPTANCE, TITLE TRANSFER AND RISK OF LOSS** – The Buyer shall inspect, count and accept goods or reject damaged goods at the jobsite on the date of delivery and before installation. Should the Buyer not provide an individual to inspect, count and sign at the time of delivery, the signature of the Seller or its representative shall constitute acceptance of goods. The Buyer shall be deemed to have accepted all the goods delivered to the jobsite unless Buyer notifies the Seller in writing of nonconformity with the specifications set out in the proposal within five (5) days after delivery. Title and risk of loss, including as noted in Paragraph 8 of these Terms and Conditions and responsibility for the safeguarding of all goods shall pass to the Buyer upon delivery at the jobsite. The Buyer is responsible for providing property insurance to cover this exposure and agrees to indemnify and hold the Seller harmless for any loss or expense incurred by reason of loss, theft or damage of any goods so delivered. All goods rejected by the Buyer due to damage incurred prior to or during delivery or due to nonconformity with the specifications set out in this proposal will be repaired to the Buyer's satisfaction or replaced as soon as practicable by the Seller.
13. **WARRANTY AND INDEMNIFICATION** – The Seller warrants that all goods sold and installed by the Seller will be in conformity with the specifications set out in this proposal. Warranties for all goods purchased are provided by the manufacturer(s). Upon request, the Seller will provide Buyer with specific warranty information published by the Manufacturer. The Buyer hereby acknowledges that the Seller is not the manufacturer of the goods and agrees to indemnify and hold the Seller harmless from and against any and all claims and/or damages resulting from their use. All pre-owned or used products are sold in 'as is' condition and carry no warranty coverage.
14. **TRASH REMOVAL** – Trash removal is the responsibility of the Seller.
15. **ELECTRICAL/DATA/TELEPHONE** – The Buyer is responsible for the costs of any and all work required in conjunction with the connection of building power to office furniture systems ("workstations", "cubicles", "cubes", etc.) The Seller is not licensed to provide such services. The Seller will only provide installation of manufacturers' standard power components specified for use with its office furniture systems. The Buyer is responsible for all installation of data and telephone wiring and costs of same.
16. **SPECIAL CONDITIONS** – All the obligations of the Seller are set forth herein and may not be modified except in writing by an officer of the Seller.
17. **ACTS BEYOND REASONABLE CONTROL** – Seller shall not be liable for any delay or failure to deliver any or all of the product, when the delay or failure is caused by labor disputes, strikes, wars, riots, act of God, or any other cause, contingency or circumstances which prevent or hinder the manufacture or delivery of the product beyond the reasonable control of the Seller.

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