

Board of Commissioners' Agenda

September 6, 2022

Commission Meetings are held at 200 College Street, Room 326 in downtown Asheville beginning at 5:00 p.m.

Public Comment is taken at the beginning of the meeting.

The meeting will broadcast via Facebook Live @Buncombegov.

Call To Order

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Discussion / Adjustment / Approval To Follow Agenda

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Consent Agenda [▲top](#)

- [Approval of August 16, 2022 Briefing Meeting Minutes](#)
- [Approval of August 16, 2022 Special Meeting Minutes](#)
- [Approval of August 16, 2022 Regular Meeting Minutes](#)
- [Resolution Approving Pyrotechnic Experts for Firework Display](#)
 - [Resolution](#)
- [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Roger Pressley](#)
- [Tax Collection Report](#)
- [Approval of Memorandum of Understanding \(MOU\) between Buncombe County Government & Buncombe County Board of Elections](#)
 - [Memorandum of Understanding](#)
- [Resolution Approving Director of Elections Compensation](#)
 - [Resolution](#)
 - [More Information](#)
- [Resolution Approving Interlocal Agreements for the Homeowner Grant Program](#)
 - [Resolution](#)

- [Asheville Agreement](#)
- [Woodfin Agreement](#)
- [Resolution of Support for a Regional Action Planning Grant Application Through the Safe Streets for All Program](#)
 - [Resolution](#)

Public Comment

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Good News

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Presentations [▲top](#)

- [Labor Day & Worker Appreciation Week Proclamation](#)
 - [Proclamation](#)
- [Early Childhood Education & Development Committee](#)
 - [More Information](#)

Public Hearings

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County Manager's Report

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New Business [▲top](#)

- [CY2023 Insurance Benefit Changes](#)
 - [More Information](#)
- [Resolution Designating Official Banking Depositories](#)
 - [Resolution](#)
- [Budget Amendment for Reissuance of CDC COVID-19 Vaccination Program](#)

- [Ordinance](#)
- [Budget Amendment for FY2022 Budget Carryforwards](#)
 - [Ordinance](#)
 - [Economic Development Incentives Ordinance](#)

Old Business

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Board Appointments [▲top](#)

- County Board of Adjustment
 - Katherine Morosani
 - Gabe Quesinberry
 - Wesley Greene
 - Tim Henderson
- Home & Community Care Block Grant Advisory Committee
 - Greg Zornes

Announcements [▲top](#)

- September 20 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- September 20 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

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Adjournment

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**MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS’
REGULAR MEETING OF SEPTEMBER 6, 2022 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on September 6, 2022, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

The Chairman called the meeting to order with the following members present:

- Brownie Newman, Chairman
- Jasmine Beach-Ferrara, Commissioner
- Amanda Edwards, Vice Chair
- Robert Pressley, Commissioner
- Parker Sloan, Commissioner
- Terri Wells, Commissioner
- Al Whitesides, Commissioner

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Donald Warn, Finance Director; John Hudson, Budget Director; Sharon Burke, Human Resources Director; Rachael Nygaard, Strategic Partnerships Director; Tim Love, Intergovernmental Relations; Nathan Pennington, Planning Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Wells motioned to approve the Consent Agenda and the remainder of the agenda. Commissioner Whitesides seconded and the motion passed 7-0.

- Approval of August 16, 2022 Briefing Meeting Minutes
- Approval of August 16, 2022 Special Meeting Minutes
- Approval of August 16, 2022 Regular Meeting Minutes
- Resolution Approving Pyrotechnic Experts for Firework Display
 - Resolution
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Roger Pressley
- Tax Collection Report
- Approval of Memorandum of Understanding (MOU) between Buncombe County Government & Buncombe County Board of Elections
 - Memorandum of Understanding
- Approval of Director of Elections Compensation
 - More Information
- Resolution Approving Interlocal Agreements for the Homeowner Grant Program
 - Resolution
 - Asheville Agreement
 - Woodfin Agreement
- Resolution of Support for a Regional Action Planning Grant Application Through the Safe Streets for All Program
 - Resolution

PUBLIC COMMENT

Mike Schlotz, Jules Blumenthal, Adrienne Miceli, and Karli Schwartz expresses their issues with parking downtown.
Don Yelton stated that parking downtown was needed, issues with the lack of a moment of silence/prayers, and his knowledge septic systems.
Cate Ryba expressed issues with the lack of property tax claw backs and inequalities with property tax assessments.

PRESENTATIONS

- **Labor Day & Worker Appreciation Week Proclamation**

Vice Chair Edwards read and presented the proclamation. Jen Hampton, Asheville Food & Beverage United, accepted the proclamation, expressed thanks, and explained some of the issues with parking in downtown Asheville.

- **Early Childhood Education & Development Committee**

Rachael Nygaard, Strategic Partnerships Director; introduced members of the committee that explained some activities to contribute to the kindergarten readiness goal. The members provided information related to funding strategies, performance results, community indicators, and the impact of COVID.

NEW BUSINESS

- **CY2023 Insurance Benefit Changes**

Larry Reece, USI Senior Vice President, provided a plan financial performance update, calendar year 2023 forecast, and options for plan programs design. A plan comparison of the current and upcoming years was detailed, with an explanation of a High Deductible Health Plan option.

Commissioner Wells moved to approve the plan and changes as presented that include adding a Qualified High Deductible Health Plan option. Vice Chair Edwards seconded and the motion passed 7-0.

- **Resolution Designating Official Banking Depositories**

Don Warn, Finance Director, stated that the County needed to update the list of official depositories for the usage of several banks to transact business. North Carolina General Statute (NCGS) requires the Finance Officer to receive and deposit all monies in one or more official depositories approved by the Board of Commissioners.

Commissioner Wells moved to approve the resolution as presented. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

- **Budget Amendment for Reissuance of CDC COVID-19 Vaccination Program**

John Hudson, Budget Director, explained the budget amendment.

Commissioner Sloan moved to approve the budget amendment as presented. Commissioner Whitesides seconded and the motion passed 7-0.

- **Budget Amendment for FY2022 Budget Carryforwards**

John Hudson, Budget Director, explained the budget amendment.

Vice Chair Edwards moved to approve the budget amendment as presented. Commissioner Sloan seconded and the motion passed 7-0.

BOARD APPOINTMENTS

Commissioner Beach-Ferrara moved to reappoint **Katherine Morosani, Gabe Quesinberry, Wesley Greene, and Tim Henderson** to the **County Board of Adjustment**. Vice Chair Edwards seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to reappoint **Greg Zornes** to the **Home & Community Care Block Grant Advisory Committee**. Vice Chair Edwards seconded and the motion passed 7-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *September 20 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *September 20 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

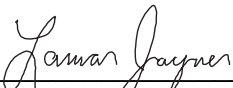
CLOSED SESSION

Commissioner Sloan moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters and NCGS 143-318.11(a) (5) hear real property negotiation matters with no possible action anticipated following the closed session. Commissioner Whitesides seconded and the motion passed 7-0.

The Board heard the update and had discussion regarding the matters. No action was taken.

Commissioner Beach-Ferrara moved to go back into open session. Commissioner Wells seconded and the motion passed 7-0.

Commissioner Beach-Ferrara moved to adjourn the meeting. Commissioner Sloan seconded and the motion passed 7-0. The meeting was adjourned at 8:31 p.m.


LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS


BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/6/2022

Consent Agenda

Department: Emergency Services

Presenter(s): Kevin Tipton, Fire Marshal

Contact(s): Kevin Tipton, Fire Marshal

Subject: Resolution Approving Pyrotechnic Experts for Firework Displays

Brief Summary:

- Ratify request from Pyrotek Special Effects and Lindsay Standfast to conduct a fireworks display on 9/4/2022 for Harrah's Cherokee Center, 87 Haywood Street, Asheville, NC 28801.

Recommended Motion & Requested Action: Approve resolution.

County Manager's comments and Recommendation: County Manager recommends approval.

RESOLUTION #: 22-09-01

**RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING
FIREWORKS DISPLAYS**

WHEREAS, pursuant to North Carolina General Statutes Section 14-410 and 14-413 the Board of Commissioners is authorized to review and approve the qualifications of persons applying for approval as pyrotechnics experts for the purpose of conducting fireworks displays; and

WHEREAS, application has been made by Pyrotek Special Effects Inc. for pyrotechnic displays; and

WHEREAS, this Board is of the opinion that the application received to conduct firework pyrotechnic displays should be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the County of Buncombe as follows:

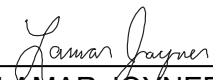
1. That the fireworks display by Pyrotek Special Effects at 87 Haywood Street on September 4, 2022 is hereby, in all respects, ratified, approved and confirmed.
2. That the following be granted permission to conduct fireworks displays at the location and on the dates shown, to-wit:

<u>NAME</u>	<u>LOCATION</u>	<u>DATE</u>
Pyrotek Special Effects	87 Haywood Street, Asheville	Sept. 4, 2022

3. The County Fire Marshal has reviewed these requests and found that those listed above are qualified pyrotechnic experts.
4. That pursuant to N.C.G.S. 14-410 and 14-413 the Board has found that the above named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

ADOPTED this the 6th day of September, 2022.

ATTEST



LAMAR JOYNER, CLERK

**BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE**



BROWNIE NEWMAN, CHAIRMAN

APPROVED AS TO FORM:



COUNTY ATTORNEY

RESOLUTION # 22-09-02

RESOLUTION AWARDING A SERVICE FIREARM TO A RETIRING
DEPUTY OF THE BUNCOMBE COUNTY SHERIFF’S OFFICE

WHEREAS, Roger Pressley is retiring from the Buncombe County Sheriff’s Office after 30 years of service; and

WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff’s office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.

WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff’s Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member’s retirement at a price of zero (\$0) dollars; and

WHEREAS, this board finds that the individual named above carried, at the time of the individual’s retirement, a service side arm more particularly described as a Glock Model 17, serial number BNHH684, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

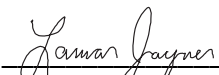
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

- 1. That pursuant to N.C. Gen. Stat. § 20-187.2, the individual named above is hereby awarded the service side arm descried above for a price of zero (\$0) dollars.
- 2. That the County Manager or her designee is authorized to undertake any action(s) necessary to transfer the service side arm descried above to the individual named above.
- 3. That this resolution shall become effective upon its adoption.

This the 6th day of September, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM


County Attorney



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of July 2022 Tax Collection Report

BRIEF SUMMARY:

NCGS 105-350 requires the Tax Collector to submit a report showing the amount of taxes collected.

In the month of July, the collection focus remains on the preceeding tax year. Initial billing for fiscal year 2023 occurred July 30th, a second billing including Public Utilities will occur late September or early October.

As of July 31, 2022, the total levy billed for fiscal year 2023 is 1.30% collected, as compared to 96.28% for fiscal year 2022. In the month of July in fiscal year 2022, the collection percentage was based on discovered taxes that had been billed and collected by the end of July 2021. Additionally, the initial billing for fiscal year 2022 occurred in August compared to July of the current fiscal year. The August 2022 collection report will more closely compare fiscal years 2022 and 2023.

Below is Buncombe County year to date reporting for fiscal year 2023, as of July 31, 2022.

Current Year Collections

Fiscal Year 2023	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 13,921,567.48	\$ -	\$ 209,214,682.50	\$ 1,326,579.27	\$ 224,462,829.25
Amount Collected	\$ 154,005.80	\$ -	\$ 1,451,185.38	\$ 1,323,595.93	\$ 2,928,787.11
Unpaid Balance	\$ 13,767,561.68	\$ -	\$ 207,763,497.12	\$ 2,983.34	\$ 221,534,042.14
Interest Collected	\$ -	\$ -	\$ 23,563.05	\$ 9,546.44	\$ 33,109.49
FY23 Collection %	1.11%		0.69%	99.78%	1.30%
FY22 Collection %	80.48%		94.69%	99.69%	96.28%

Total fiscal year 2023 year to date collections, property tax and interest

\$ 2,961,896.60

Prior Year Collections

Prior Years 2013-2022	Personal Property	Real Estate	Total
Amount Collected	\$ 13,818.25	\$ 86,699.22	\$ 100,517.47
Interest Collected	\$ 1,563.43	\$ 7,520.65	\$ 9,084.08

Total prior year collections, fiscal year to date

\$ 109,601.55

***Total property tax released July 2022 due to taxable value adjustments**

\$ 7,920.38

***Total refunds processed July 2022**

\$ 10,714.61

***Detailed information for releases and refunds is available in Tax Collections.**



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 9/6/2022

Consent Agenda

Department: Election Services

Presenter(s): Curt Euler, Legal

Contact(s): Curt Euler, Legal

Jake Quinn, Board of Elections Chair

Corinne Duncan, Election Services Director

Subject: Memorandum of Understanding (MOU) between Buncombe County Government and Buncombe County Board of Elections

Brief Summary: Memorandum of understanding clarifying the roles and relationship between Buncombe County Government and Buncombe County Board of Elections particularly as relates to the Personnel Ordinance.

Recommended Motion & Requested Action: Approve execution of Memorandum of Understanding with Buncombe County Board of Elections

County Manager's comments and Recommendation: The County Manager recommends approval of MOU.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

MEMORANDUM OF UNDERSTANDING
BETWEEN BUNCOMBE COUNTY AND THE
BUNCOMBE COUNTY BOARD OF ELECTIONS

WHEREAS, the County of Buncombe (hereinafter "the County") is a body politic and corporate; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-92, the Board of Commissioners has the authority to fix or approve the schedule of pay, expense allowances and other compensation of all county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-93, the Board of Commissioners has the authority to provide health insurance and retirement benefits for county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-94, the Board of Commissioners has the authority to establish rules and regulations affecting the workplace; and

WHEREAS, the Buncombe County Board of Elections (hereinafter the "Board of Elections") is an independent governmental unit established by the State of North Carolina and governed by North Carolina General Statute Chapter 163 ("Chapter 163"); and

WHEREAS, the Board of Elections' hiring, management, and discipline of the Director of Elections and the Director of Elections' hiring, management, and discipline of the employees under the supervision of the Director of Elections is governed by N.C. Gen. Stat. § 163-35 and other relevant provisions of Chapter 163 and state regulations related thereto; and

WHEREAS, the Board of Elections does not have a personnel office nor a formal system of personnel administration; and

WHEREAS, the Buncombe County Board of Commissioners may provide personnel administration services to employees of governmental agencies who are not County employees upon written agreement with Buncombe County, except to the extent that such agreement conflicts with the law.

WHEREAS, the Buncombe County Board of Commissioners is obligated to provide reasonable and adequate funds to the Board of Elections necessary for the legal functions of the Board of Elections pursuant to N.C. Gen. Stat. § 163-37;

THEREFORE, the Board of Elections and the County mutually agree as follows:

Section 1. The County, by and through its Human Resources Department, and its enabling authority, the Buncombe County Personnel Ordinance, will assist the Board of Elections and the Director of Elections in providing a uniform system of personnel administration for the Director

of Elections and all employees of the Election Services Department (herein "Election Services") under the ordinance, policies and procedures applicable to County employees.

Section 2. The Board of Elections retains authority to appoint and/or terminate personnel and promote or demote personnel of Election Services to positions within the classification and pay structure established by Buncombe County that are within budgetary allocations designated for employee compensation and benefits. The Director of Elections will serve as the appointing authority for all Election Services disciplinary actions and grievances. The Board of Elections may adopt the County's disciplinary and grievance policies or create its own separate policies.

Section 3. The employees of Election Services shall be entitled to all the same benefits as granted to employees of Buncombe County, including but not limited to retirement benefits, leave, and health plan benefits.

Section 4. The Board of Elections and the Director of Elections will cooperate with Buncombe County in the performance of its obligations described herein.

Section 5. This MOU does not affect the Board of Elections' statutory authority to appoint and remove employees.

Section 6. Nothing in this MOU shall alter or change Article 1, Section 2(C) of the Personnel Ordinance and this provision of the Personnel Ordinance shall not be revised by Buncombe County without notice to the Board of Elections.

Section 7. The Director of Elections shall represent the Board when signing all county correspondence including budget, finance, and personnel actions for the Board.

Section 8. This Memorandum of Understanding will be effective when signed by all parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon thirty (30) days written notice by any party.

This the 6th day of September, 2022.

BUNCOMBE COUNTY BOARD OF ELECTIONS



Jake Quinn, Chairman of the Buncombe County Board of Elections

BUNCOMBE COUNTY



Brownie Newman, Chairman of the Board of Commissioners



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 9/6/2022

Consent Agenda

Department: Human Resources

Presenter(s): Sharon Burke, Human Resources Director

Contact (s): Sharon Burke, Human Resources Director

Subject: Director of Elections Compensation

Brief Summary: In accordance with N.C. Gen. Stat. § 163-35, Human Resources (HR) conducted a salary review the Director of Elections Corinne Duncan. The findings of this review and the recently completed Compensation Study were in line with the Board of Elections salary recommendation of \$101,810.03.

Recommended Motion & Requested Action: Approve the compensation recommended by the Board of Elections for Corinne Duncan, Director of Elections to be \$101,810.03, effective on July 1, 2022.

County Manager's comments and Recommendation: Recommends approval.

RESOLUTION NO. 22-09-03

A RESOLUTION APPROVING THE DIRECTOR OF THE BUNCOMBE COUNTY BOARD OF ELECTIONS
SALARY.

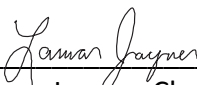
- WHEREAS, pursuant to N.C. Gen. Stat. § 163-35, compensation paid to directors of elections in all counties maintaining full-time registration (five days per week) shall be in the form of a salary in an amount recommended by the county board of elections and approved by the Board of Commissioners; and
- WHEREAS, The Buncombe County Board of Elections received information from the Buncombe County Human Resources Department regarding election directors salaries in jurisdictions comparable to Buncombe County; and
- WHEREAS, the Buncombe County Board of Elections' recommendation is commensurate with the salaries paid to election directors in counties similarly situated and similar in population and number of registered voters; and
- WHEREAS, on August 16, 2022, the Buncombe County Board of Elections made a recommendation regarding the Buncombe County Election Director's salary to the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Buncombe County Board of Commissioners as follows:

1. That the Director of the Board of Elections salary be \$101,810.03.
2. That this resolution shall be retroactive starting July 1, 2022.

This the 6th day of September 2022.

ATTEST



Lamar Joyner, Clerk

**BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE**

BY: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 9/6/2022

Consent Agenda

Department: Legal & Risk

Presenter(s): Michael Frue

Contact(s): Michael Frue / Phillip Hardin

Subject: Resolution Approving Interlocal Agreements for the Homeowner Grant Program

Brief Summary: pursuant to N.C. Gen. Stat. § 160D-1311, local governments are “authorized to engage in, to accept federal and State grants and loans for, and to appropriate and expend funds for community development programs ... for the restoration or preservation of older neighborhoods or properties” and programs “concerned with employment, economic development, crime prevention, child care, health, drug abuse, education, and welfare needs of persons of low and moderate income.” The County has budgeted for the continuation of the Homeowner Grant Program and Asheville and Woodfin have done likewise.

The Parties desire to enter into Interlocal Agreements for the continued operation of this program.

Recommended Motion & Requested Action: Approve the Resolution Authorizing Interlocal Agreements with the City of Asheville and the town of Woodfin for the Homeowner Grant Program.

County Manager’s comments and Recommendation: Approve as presented.

RESOLUTION NO. 22-09-04

RESOLUTION AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENTS WITH
THE CITY OF ASHEVILLE AND THE TOWN OF WOODFIN
FOR THE HOMEOWNER GRANT PROGRAM

- WHEREAS, this Board finds that there is a lack of affordable housing in the County caused by factors such as gentrification, low housing stock, and low area median income;
- WHEREAS, this lack of affordable housing contributes to the increase of property values and creates a situation wherein the costs necessary for homeowners to retain a residence can outpace homeowners' income growth;
- WHEREAS, these pressures disproportionately impact homeowners of low to moderate income;
- WHEREAS, the City of Asheville, the Town of Woodfin, and the County (the "Parties") wish to continue an economic public assistance program designed to assist homeowners of low and moderate income as defined by homeowners earning 80% of Area Median Income (AMI) or less to assist with the basic life necessities and welfare needs;
- WHEREAS, the Parties are authorized to execute and enter into Interlocal Agreements pursuant to N.C. Gen. Stat. § 160A-461;
- WHEREAS, pursuant to N.C. Gen. Stat. § 160D-1311, the Parties are "authorized to engage in, to accept federal and State grants and loans for, and to appropriate and expend funds for community development programs ... for the restoration or preservation of older neighborhoods or properties" and programs "concerned with employment, economic development, crime prevention, child care, health, drug abuse, education, and welfare needs of persons of low and moderate income;" and
- WHEREAS, this Board of Commissioners feels that it is in the best interest of the citizens and residents of Buncombe County to enter into Interlocal Agreements for operation of this program with the City of Asheville and the Town of Woodfin.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE AS FOLLOWS:

1. That the County Manager is hereby authorized to execute the attached Interlocal Agreements for the purposes associated with operations of an economic public assistance program designed to assist homeowners of low and moderate income.
2. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the

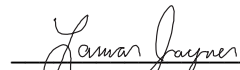
above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

3. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
4. That this Resolution shall be upon its adoption.

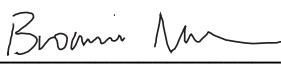
Adopted this 6th day of September, 2022.

ATTEST:

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE



Lamar Joyner, Clerk to the Board

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM:



County Attorney

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

**INTER-LOCAL AGREEMENT BETWEEN
THE CITY OF ASHEVILLE AND THE COUNTY OF BUNCOMBE
TO ESTABLISH A HOMEOWNER GRANT PROGRAM**

This Agreement is entered into effective July 1, 2022 by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and the CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina (hereinafter referred to as "City"). Collectively hereinafter referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the Parties find that there is a lack of affordable housing in both the City and the County caused by factors such as gentrification, low housing stock, and low area median income; and

WHEREAS, this lack of affordable housing contributes to the increase of property values and creates a situation wherein the costs necessary for homeowners to retain a residence can outpace homeowners' income growth; and

WHEREAS, these pressures disproportionately impact homeowners of low to moderate income and older neighborhoods or properties and has a negative impact on disadvantaged populations; and

WHEREAS, the parties have worked together to develop an economic public assistance program designed to assist homeowners of low and moderate-income as defined by homeowners earning 80% of Area Median Income (AMI) or less to assist with basic life necessities and welfare needs of persons of low and moderate-income; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160D-1311, the Parties are "authorized to engage in, to accept federal and State grants and loans for, and to appropriate and expend funds for community development programs ... for the restoration or preservation of older neighborhoods or properties" and programs "concerned with employment, economic development, crime prevention, childcare, health, drug abuse, education, and welfare needs of persons of low and moderate-income;" and

WHEREAS, the City and the County negotiated this Agreement for the public purposes of providing for the public health, safety, and welfare to the citizens of the City and the County; and

WHEREAS, the City and the County agree to be mutually accountable to carry out this agreement; and

WHEREAS, pursuant to N.C. General Statute 160A-461, the City and County may enter into agreements in order to execute a governmental undertaking; and

WHEREAS, City and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, the City and County desire to set forth the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of the other, and such other considerations as the Parties agree are good and sufficient, it is agreed as follows:

1. Description: subject to approval by the City Manager or their designee (hereinafter the City Manager) and the County Manager or their designee (hereinafter the "County Manager") (hereinafter collectively referred to as the "Managers"), the Parties agree to create a joint Homeowner Grant Program (hereinafter the "Program"). The Program shall generally be structured as follows:

Funding

- a. The County has included \$300,000 (Three Hundred Thousand Dollars) in its Fiscal Year 2023-24 Budget for the Program.
- b. The City has included \$150,000 (One Hundred and Fifty Thousand Dollars) in its Fiscal Year 2023-24 Budget for the Program.
- c. Any grants awarded under the Program shall be funded as follows:
 - i. A maximum of \$300.00 from funds contributed by the County
 - ii. A maximum of \$200.00 from funds contributed by the City
- d. City Funding shall only be available to eligible grantees whose qualifying property is located within the Asheville City Limits.
- e. The obligations of the City and the County under this Agreement are contingent on sufficient funds being allocated in their respective annual budgets. Program funds in succeeding years are contingent upon such appropriations and in the amounts of such appropriations, if any.

Grantee Qualifications

- f. In order to qualify for the Program, Grantees must own the property:
 - i. Have lived on the property for which they are seeking Program assistance for at least five years as their primary residence.
 - ii. Earn less than 80% of AMI as a household.
- g. Grantees are not eligible for duplicate benefits

Use of Program Funds by Grantees

- h. Grantees may, at their option, choose to have funds granted to them by the Program applied to their property tax bill and/or paid and applied to other housing-related obligations such as housing costs, taxes, mortgage or insurance.

Authority of Managers

- i. The Managers are given broad authority, by and with the consent of their respective legal counsels, to mutually alter the structure of the Program and its requirements in any way that is consistent with the spirit and intent of this Agreement and the respective budgetary procedures of the Parties.
- 2. Payment: Each Party shall be responsible for allocating the agreed-upon funds for the Program. The County shall be responsible for paying any grants awarded by the Program. The County shall thereafter invoice the City quarterly for its share of any grants awarded by the Program. The City Agrees to pay such Invoices in a timely manner up to the amount allocated.
 - 3. Term/Renewal/Termination: The term of this Agreement shall begin on the day and year first above written, and shall terminate on June 30, 2025. This Agreement may be terminated by either party for convenience at any time for any or no reason upon thirty (30) days written notice.
 - 4. Remedy to Return Agreement to Compliance: In the event that a remedy is necessary for either party to ensure that the terms of this Agreement are realized, the Parties agree to meet and agree to an Action Plan that describes action to be taken by each party to bring the Agreement into compliance.
 - 5. Indemnification and Hold Harmless for Third-Party Claims

The City agrees, to the extent permitted by North Carolina law, to indemnify and hold harmless the County and its officers, agents and employees from any third-party claims arising from negligent acts or omissions of the County employees and/or County in connection with the performance pursuant to this Agreement.

The County agrees, to the extent permitted by North Carolina law, to indemnify, defend, and hold harmless the City and its officers, agents and employees from any third-party claims arising from negligent acts or omissions of the City employees and/or City in connection with the performance pursuant to this Agreement.

- 6. Insurance:

The City is self-insured for general liability and maintains excess general liability coverage up to \$15,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the City is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. Further, this provision shall specifically include auto liability as County employees may be directed by the City to operate City vehicles as Permissive Users.

The County is self-insured for general liability up to \$500,000 and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. Further, this provision shall specifically include auto liability as City employees may be directed by the County to operate County vehicles as Permissive Users.

- a) Maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the City and County.
 - b) The City and County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.
 - c) The City and County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Insurance to each other upon request.
 - d) Nothing in this Agreement is intended to affect or abrogate either Party's governmental immunity.
7. Required Reporting: When this agreement is fully executed each party shall ensure compliance with all applicable Federal, State, and local government regulations, respectively.
 8. Amendments: This Agreement constitutes the entire Agreement between the Parties. This Agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this agreement.
 9. Compliance with Laws: Each party shall comply with all state, federal, or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement.
 10. Assignability: This agreement is not assignable by either party without the prior written consent of the other party.
 11. Budgetary Limitations: Nothing stated in this Agreement shall be construed as requiring either party to make any budgetary appropriations.
 12. Non-Discrimination: In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.
 13. E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.
 14. Governing Law: This Agreement is entered into in North Carolina and shall be construed

under the statutes and laws of North Carolina.

15. Severability: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
16. Notices: In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by email to the other party at the address listed below:

The City:

Buncombe County:

17. Both parties agree that this contract shall follow the requirements under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

NOW THEREFORE, the parties hereby make, agree, and execute this Agreement by the below signatures of duly authorized officials or agents.

CITY OF ASHEVILLE

BUNCOMBE COUNTY

Debra Campbell, City Manager

Avril M. Pinder, County Manager

Date

Date

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

City of Asheville Chief Financial Officer

Date

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

County of Buncombe Chief Financial Officer

Date

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

**INTER-LOCAL AGREEMENT BETWEEN
THE TOWN OF WOODFIN AND THE COUNTY OF BUNCOMBE
TO ESTABLISH A HOMEOWNER GRANT PROGRAM**

This Agreement is entered into effective July 1, 2022 by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and the TOWN OF WOODFIN, a municipal corporation of the State of North Carolina (hereinafter referred to as "Town"). Collectively hereinafter referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the Parties find that there is a lack of affordable housing in both the Town and the County caused by factors such as gentrification, low housing stock, and low area median income; and

WHEREAS, this lack of affordable housing contributes to the increase of property values and creates a situation wherein the costs necessary for homeowners to retain a residence can outpace homeowners' income growth; and

WHEREAS, these pressures disproportionately impact homeowners of low to moderate income and older neighborhoods or properties and has a negative impact on disadvantaged populations; and

WHEREAS, the parties have worked together to develop an economic public assistance program designed to assist homeowners of low and moderate-income as defined by homeowners earning 80% of Area Median Income (AMI) or less to assist with basic life necessities and welfare needs of persons of low and moderate-income; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160D-1311, the Parties are "authorized to engage in, to accept federal and State grants and loans for, and to appropriate and expend funds for community development programs ... for the restoration or preservation of older neighborhoods or properties" and programs "concerned with employment, economic development, crime prevention, childcare, health, drug abuse, education, and welfare needs of persons of low and moderate-income;" and

WHEREAS, the Town and the County negotiated this Agreement for the public purposes of providing for the public health, safety, and welfare to the citizens of the Town and the County; and

WHEREAS, the Town and the County agree to be mutually accountable to carry out this agreement; and

WHEREAS, pursuant to N.C. General Statute 160A-461, the Town and County may enter into agreements in order to execute a governmental undertaking; and

WHEREAS, the Town and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, the Town and County desire to set forth the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of the other, and such other considerations as the Parties agree are good and sufficient, it is agreed as follows:

1. Description: subject to approval by the Town Manager or their designee (hereinafter the Town Manager) and the County Manager or their designee (hereinafter the "County Manager") (hereinafter collectively referred to as the "Managers"), the Parties agree to create a joint Homeowner Grant Program (hereinafter the "Program"). The Program shall generally be structured as follows:

Funding

- a. The County has included \$300,000 (Three Hundred Thousand Dollars) in its Fiscal Year 2023-24 Budget for the Program.
- b. The Town has included \$10,400 (Ten Thousand Four Hundred Dollars) in its Fiscal Year 2023-24 Budget for the Program.
- c. Any grants awarded under the Program shall be funded as follows:
 - i. A maximum of \$300.00 from funds contributed by the County
 - ii. A maximum of \$200.00 from funds contributed by the Town
- d. Town Funding shall only be available to eligible grantees whose qualifying property is located within the Woodfin Town Limits.
- e. The obligations of the City and the County under this Agreement are contingent on sufficient funds being allocated in their respective annual budgets. Program funds in succeeding years are contingent upon such appropriations and in the amounts of such appropriations, if any.

Grantee Qualifications

- f. In order to qualify for the Program, Grantees must own the property:
 - i. Have lived on the property for which they are seeking Program assistance for at least five years as their primary residence.
 - ii. Earn less than 80% of AMI as a household.
- g. Grantees are not eligible for duplicate benefits

Use of Program Funds by Grantees

- h. Grantees may, at their option, choose to have funds granted to them by the Program applied to their property tax bill and/or paid and applied to other housing related obligations such as housing costs, taxes, mortgage or insurance.

Authority of Managers

- i. The Managers are given broad authority, by and with the consent of their respective legal counsels, to mutually alter the structure of the Program and its requirements in any way that is consistent with the spirit and intent of this Agreement and the respective budgetary procedures of the Parties.
- 2. Payment: Each Party shall be responsible for allocating the agreed-upon funds for the Program. The County shall be responsible for paying any grants awarded by the Program. The County shall thereafter invoice the Town quarterly for its share of any grants awarded by the Program. The Town Agrees to pay such Invoices in a timely manner up to the amount allocated.
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The Town agrees, to the extent permitted by North Carolina law, to indemnify and hold harmless the County and its officers, agents and employees from any third-party claims arising from negligent acts or omissions of the County employees and/or County in connection with the performance pursuant to this Agreement.

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- 6. Insurance:

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The County is self-insured for general liability up to \$500,000 and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. Further, this provision shall specifically include auto liability as Town employees may be directed by the county to operate County vehicles as Permissive Users.

- (a) Maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Town and County.
 - (b) The Town and County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.
 - (c) The Town and County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Insurance to each other upon request.
 - (d) Nothing in this Agreement is intended to affect or abrogate either Party's governmental immunity.
- 7. Required Reporting: When this agreement is fully executed each party shall ensure compliance with all applicable Federal, State, and local government regulations, respectively.
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 - 12. Non-Discrimination: In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.
 - 13. E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.

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16. Notices: In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by email to the other party at the address listed below:

The Town:

Buncombe County

17. Both parties agree that this contract shall follow the requirements under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

NOW THEREFORE, the parties hereby make, agree, and execute this Agreement by the below signatures of duly authorized officials or agents.

TOWN OF WOODFIN

BUNCOMBE COUNTY

Shannon Tuch, Town Manager

Avril M. Pinder, County Manager

Date

Date

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

Town of Woodfin Chief Financial Officer

Date

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

County of Buncombe Chief Financial Officer

Date



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 9/6/2022

Consent Agenda

Department: Planning & Development

Presenter: Matthew Cable

Contact: Matthew Cable

Subject: Resolution of Support for a Regional Action Planning Grant Application
Through the Safe Streets for All Program

Brief Summary: Resolution of support for Land of Sky to submit a grant application to USDOT for a regional Safe Streets for All Action Plan that would create a plan to improve roadway safety in Buncombe, Haywood, Henderson, Madison, and Transylvania counties.

Recommended Motion & Requested Action: Approve the resolution as presented.

County Manager's comments and Recommendation: Recommends approval.

**RESOLUTION OF SUPPORT FOR A REGIONAL ACTION PLANNING GRANT
APPLICATION THROUGH THE SAFE STREETS FOR ALL PROGRAM**

WHEREAS, the USDOT has developed a new discretionary grant program to address roadway safety through the new Safe Streets for All Program; and

WHEREAS, the Bipartisan Infrastructure Bill has appropriated \$5 billion for the Safe Streets for All Program through FY 2026; and

WHEREAS, the Safe Streets for All Program requires that entities, including local governments, that are interested in utilizing implementation funds through the Safe Streets for All Program have an adopted Action Plan; and

WHEREAS, an Action Plan that covers the French Broad River MPO and Land of Sky RPO region would include Buncombe County; and

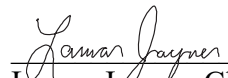
WHEREAS, the French Broad River MPO and Land of Sky RPO planning areas have observed an increase in roadway crashes and fatalities;

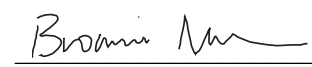
NOW THEREFORE, BE IT RESOLVED that the Buncombe County Board of Commissioners support the joint application from French Broad River MPO and the Land of Sky RPO to develop an Action Plan for the region through the Safe Streets for All Program.

ADOPTED: This the 6th day of September, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE


Lamar Joyner, Clerk


Brownie Newman, Chair



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/6/2022

Presentations

Department: Governing Body

Presenter(s): Commissioners Newman, Edwards, Beach-Ferrara

Subject: Labor Day Proclamation

Brief Summary: Commissioners Newman, Edwards, and Beach-Ferrara requested that this item be added to the agenda. The proclamation will be presented to a representative with Asheville Food and Beverage United, a local all-volunteer group that is supporting improved conditions for workers in the food and beverage sector in our community. Their main focus in supporting paid sick leave policies for workers and more transparency in scheduling. They are also supportive of the idea for creation of more affordable parking options for downtown workers.

Whereas, in 1894, Congress established that the first Monday of each September
would become a national holiday to recognize the nation's workers

County of Buncombe

Proclamation

Whereas, in Buncombe County, to assure that all the people who work in our
community can afford to live and prosper in our community, the effort to address
concerns of workers remains a vital cause, to provide living wage jobs, safe
working environments, affordable housing, health care, childcare and other
needs;

Now Therefore, **Labor Day Holiday & Worker Appreciation Week** of
September 4th to be **Worker Appreciation Week** in Buncombe County in
recognition of the national **Labor Day Holiday** and to express our appreciation to

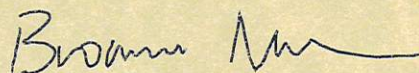
Whereas, workers serve as the backbone of the economy in Buncombe County
and in towns, cities and rural communities across our country, performing the
essential roles from growing food on our farms, building homes and
manufacturing goods, teaching in our schools, providing health care, protecting
public safety, preparing and serving meals in our restaurants and many other
services to the public;

Whereas, the labor movement in the United States has helped bring about vital
social change for the benefit of workers and created a stronger society, including
the prohibition of child labor, creation of health and safety standards, expansion
of the nation's middle class and creating the process for people to have an
organized voice in their places of work;

Whereas, in 1894, Congress established that the first Monday of each September
would become a national holiday to recognize the nation's workers;

Whereas, in Buncombe County, to assure that all the people who work in our
community can afford to live and prosper in our community, the effort to address
concerns of workers remains a vital cause, to provide living wage jobs, safe
working environments, affordable housing, health care, childcare and other
needs;

Now Therefore, the Buncombe County Commissioners proclaim the week of
September 4th to be **Worker Appreciation Week** in Buncombe County in
recognition of the national **Labor Day Holiday** and to express our appreciation to
all the workers in Buncombe County.



Brownie Newman, Chairman
Buncombe County Board of Commissioners



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/6/2022

Presentations

Department: Early Childhood Education & Development Committee

Presenter(s): Rachael Nygaard, Strategic Partnerships Director

Contact(s): Rachael Nygaard, Strategic Partnerships Director

Subject: Early Childhood Education & Development Committee

Brief Summary: Update Board of Commissioners on the Early Childhood Education & Development Committee.



EARLY CHILDHOOD COMMITTEE

Committee Report to Board of Commissioners

September 6, 2022

Presenters: Kit Cramer, Leslie Anderson, Wendy Wieber



BUNCOMBE COUNTY STRATEGIC PLAN

Community Focus Area

Educated and Capable Community



GOAL: INCREASE KINDERGARTEN READINESS

EARLY CHILDHOOD FUND

- Resolution # 18-10-16, adopted October 30, 2018
- Authorized the creation of an **Early Childhood Education and Development Fund** for the purpose of annually investing \$3.6 million, beginning in the FY2020 budget with an annual increase of 2% in future years



EARLY CHILDHOOD COMMITTEE

15-member committee charged with:

- **engaging with community partners,**
- **soliciting public input, and**
- **making policy and funding recommendations to the Board of Commissioners**



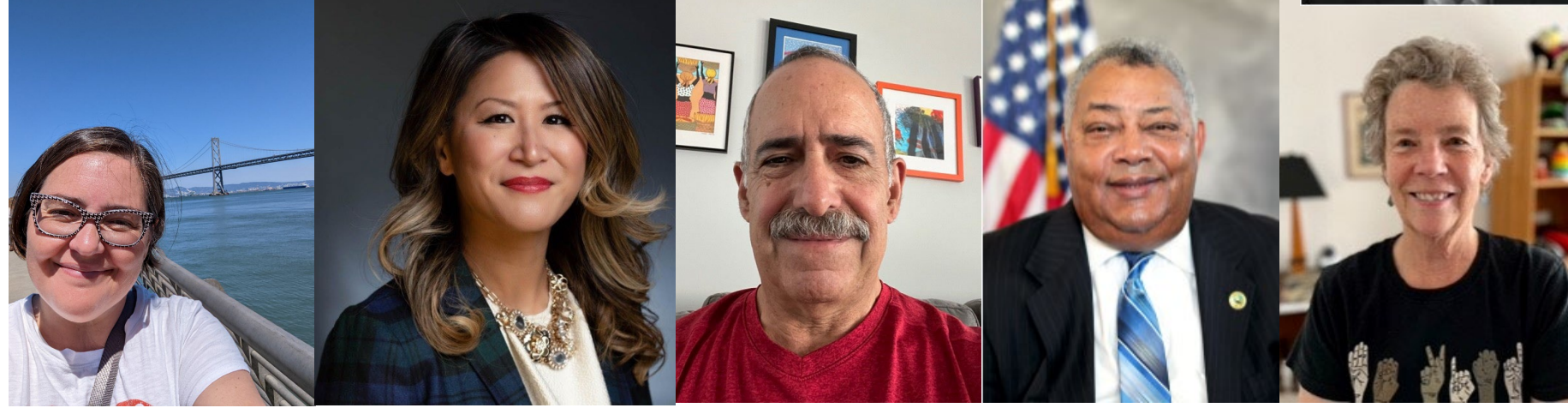
Leslie Anderson
Jasmine Beach-Ferrara
Philip Belcher
Brandy Bowman
Kit Cramer



Marsha Davis
Rich Johnston
Linda McDaniel
Susan Mims
Robert Pressley



Misty Reising-Cogbill
Carol Steen
Mark Taft
Al Whitesides
Wendy Wieber



FUNDING STRATEGIES

Support early care & education for children birth through kindergarten with an emphasis on pre-kindergarten:

- Increase **slots** for enrollment
- Increase **quality**
- Develop/diversify early childhood **workforce**
- Support **families**
- Enhance effectiveness of overall **system**



FY2022 GRANTEES

Fiscal Year July 1, 2021 – June 30, 2022 (FY2022)

- Buncombe County Schools/
Verner Center for Early Learning
- Buncombe Partnership for
Children
- Colaborativa la Milpa
- Community Action Opportunities
- Eliada Homes
- Evolve Early Learning
- Irene Wortham Center
- On Track Financial Education &
Counseling
- Read to Succeed
- Southwestern Child Development
- Swannanoa Valley Child Care
Council (Don Collins Center)
- The Christine Avery Learning
Center
- YWCA



FUNDED PROJECTS



- Behavioral health support
- Classroom supplies & furnishings
- Construction of new classrooms
- Cooperative & home-based care
- Curriculum, assessments & licensing
- Matched savings program
- Outdoor space
- Outreach & parent engagement
- Student nutrition
- Take home library
- Teacher pay
- Technology
- Workforce development for existing & new professionals



PERFORMANCE REPORTING

- Grant awards are administered via **performance contracts**
- Grantees submit **quarterly reports** on project performance
- Grant reports are published on the Early Childhood Fund website at www.buncombecounty.org/grants



PERFORMANCE RESULTS

Fiscal Year July 1, 2021 – June 30, 2022 (FY2022)



**71% of all goals were met
across 21 funded projects**

- Most difficult goals to attain this year were around enrollment, attendance & staffing
- Good success on goals related to student achievement



IMPACTS OF COVID

- Young children weren't yet eligible for COVID vaccinations
- Programs unable to have as many classrooms open due to lack of staffing
- Enrollment lower as families chose other care/learning options
- Non-program staff repurposed for classroom operations
- Teacher/student attendance impacted by COVID exposures & infections
- Volunteer engagement limited due to public health precautions



SUCCESS EXAMPLES

Fiscal Year July 1, 2021 – June 30, 2022 (FY2022)

382 Parents improved
their education or
income status (YWCA)

164 Family learning
kits were provided for
kindergarten readiness
(Read to Succeed)

17 Participants in the
bilingual early childhood
cooperative network
(Colaborativa la Milpa)

708 hours of
behavioral therapy were
provided (Irene
Wortham Center)

10 Workforce
development
participants successfully
completed EDU119
(Partnership for Children)

89 Early care &
education professionals
enrolled in the matched
savings program (On
Track)



OVERALL IMPACT

Fiscal Years July 1, 2019 – June 30, 2023 (FY2020-2023)

\$14.8 + M invested so far, supporting the creation of 393 new slots

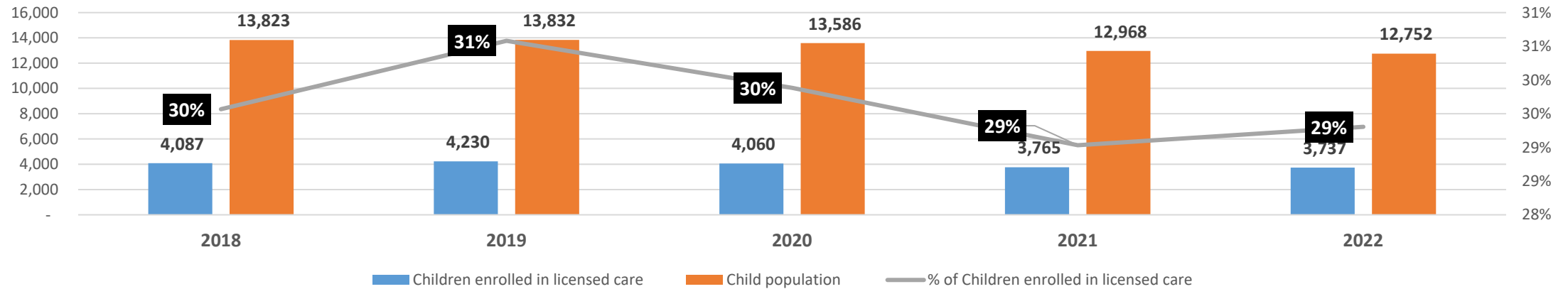


	FY2020	FY2021	FY2022	FY2023 (projected)
Amount Granted	\$3,600,000	\$3,672,000	\$3,745,440	\$3,820,349
# Projects	19	19	21	22
# Funded Agencies	13	14	12	17
# New Slots Created	102	132	119	40
Existing Slots Supported	805	794	551	899

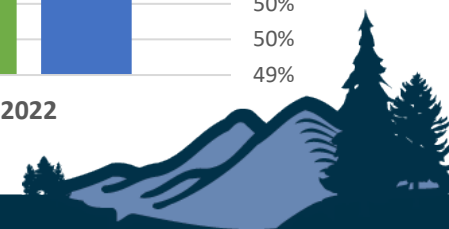
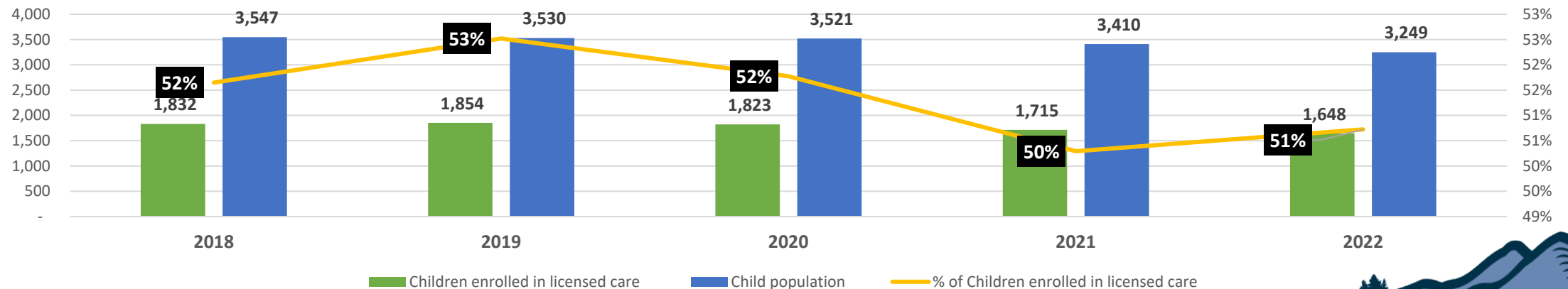


COMMUNITY INDICATORS: Children Served

All Children Birth-Kindergarten (0-5 pre-k)

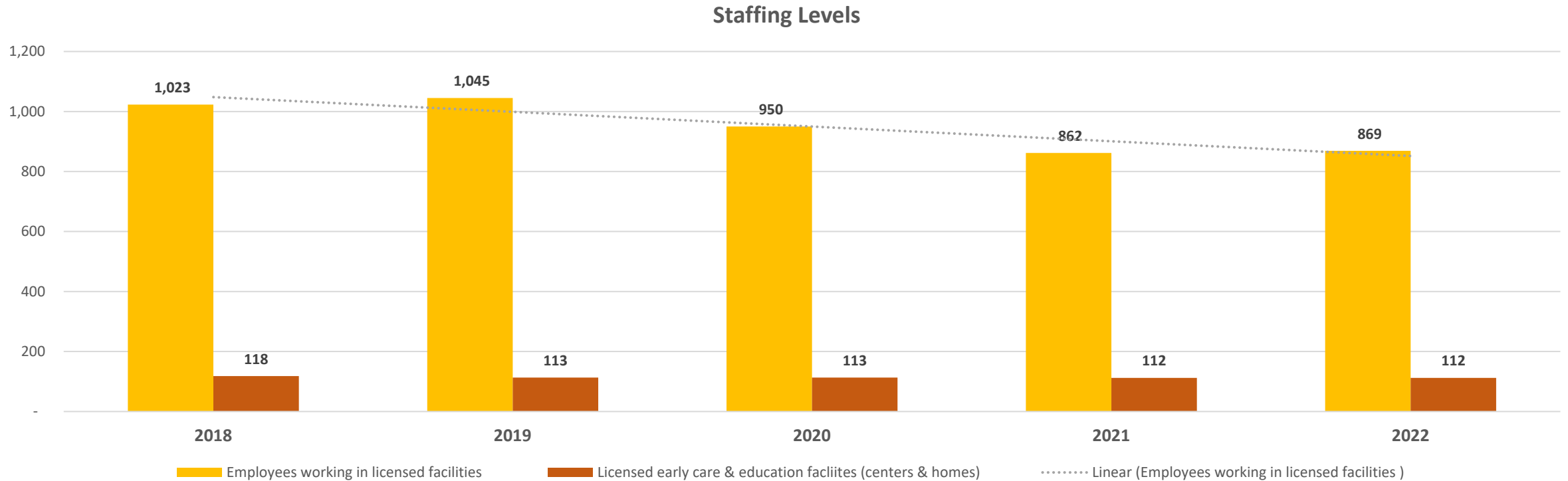


Pre-k Only (4 y.o. & 5 y.o. pre-k)



COMMUNITY INDICATORS: Workforce

VOL: September 6, 2022
Page 47



COMMUNITY INDICATORS:

Kindergarten Readiness

- New unified assessment used by both school systems at kindergarten entry
- NC Early Learning Inventory (NC ELI) administered by teachers within the first 30 days of entering kindergarten
- Includes 14 developmental measures with a focus on 7 that address early language, literacy & math

Language and Literacy

1. Notices and discriminates rhyme
2. Notices and discriminates alliteration
3. Tells about another time or place
4. Follows directions

Cognition and General Knowledge

5. Counts
6. Quantifies
7. Connects numerals with quantities

Approaches Toward Learning

8. Attends and engages

Physical Well-being and Motor Development

9. Uses fingers and hands

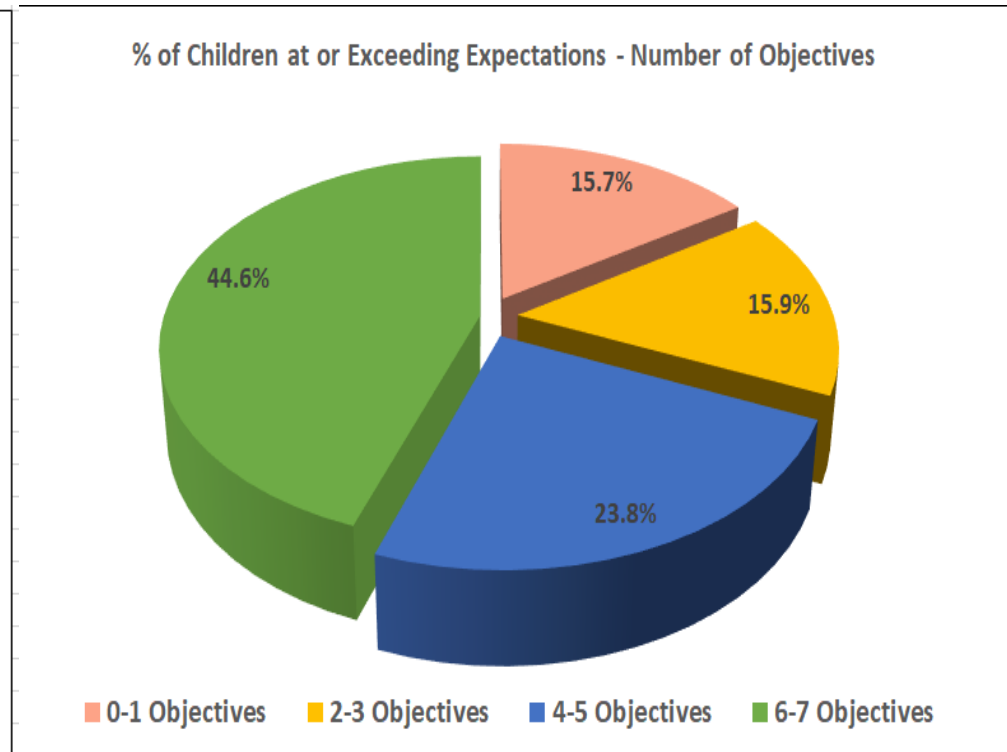
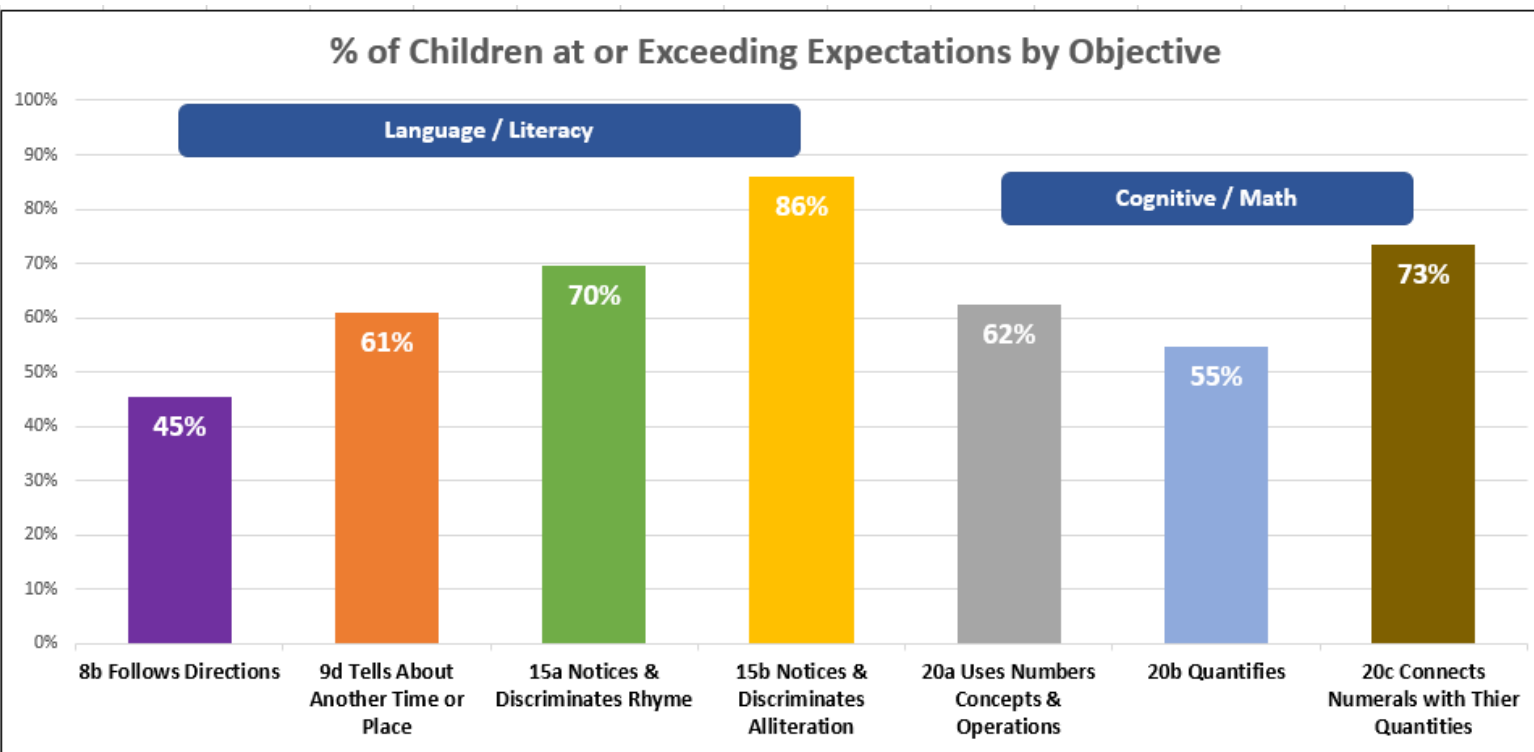
Social and Emotional Development

10. Manages feelings
11. Follows Limits and Expectations
12. Responds to emotional cues
13. Interacts with peers
14. Solves social problems



COMMUNITY INDICATORS: Kindergarten Readiness

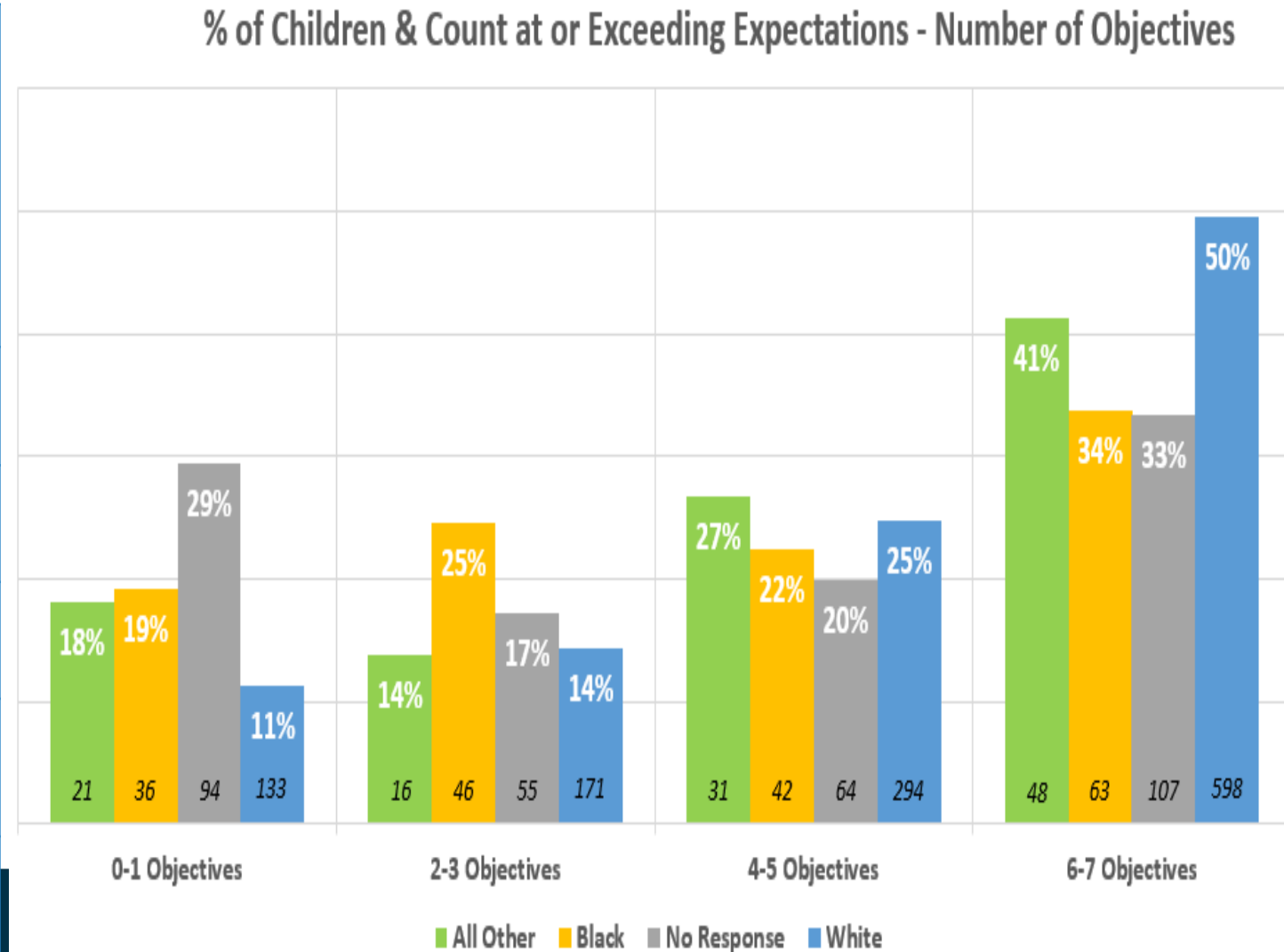
- 1,819 children in were assessed in 2020
- 69% of children met or exceeded the majority of selected objectives



COMMUNITY INDICATORS:

Disparities in School Readiness

	Children Assessed	Met or Exceeded Majority of Objectives (4+)	%
Black	187	105	56%
White	1,196	892	75%
All Other	116	79	68%
No Response	320	171	53%
Total	1,819	1,247	69%



KINDERGARTEN READINESS DATA



New data partnership will allow us to:

- Study impact of participation in pre-k
- Understand disparities
- Map trends & impacts
- Adjust investments and programming to meet needs



NC PRE-K EXPANSION IN BUNCOMBE

- Partnership for Children was awarded \$3.2 M COVID Recovery Funding through Buncombe County
- 2-year pilot project, FY2023-FY2024
- Intended to increase stability and equity, expand high-quality providers and licensed teachers, and make it easier for eligible families to take advantage of NC Pre-k's proven benefits



SUMMARY

- Proven, lifelong benefits of early learning as part of an educated and capable community
- A wise investment in children & families, existing and future workforce
- Early Childhood Fund off to a great start, demonstrating early successes
- Unprecedented circumstances with pandemic
- Strategies at the ready to build a strong and equitable recovery from the pandemic





Thank you!





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/6/2022

New Business

Department: Human Resources

Presenter(s): Larry Reese, USI

Contact(s): Sharon Burke

Subject: CY2023 Insurance Benefit Changes

Brief Summary: The County's Insurance Broker USI conducted an analysis of our health insurance plan and ancillary offerings. The following recommendations were made for calendar year 2023:

- Add a Qualified High Deductible Health Plan option, with the County to fund the Health Savings Account for the full deductible for the implementation year only.
 - No increase to the employee's health insurance premium.
- Other recommended changes:
 - Change vendor for the County sponsored Term Life insurance plan and to increase our Basic Life insurance plan to 1X the employee's salary.
 - Change vendor for the Employee funded Whole Life insurance.
 - Add a new ancillary benefit for employees: Employee funded Long-Term Disability option.

Recommended Motion & Requested Action: Consider approving the plan and changes as presented.

County Manager's comments and Recommendation: County Manager recommends approval.



Health Plan Program Status for CY 2022 and Options for CY 2023

Presented by

Larry Reece, USI &

Sharon Burke, Human Resources



AGENDA

- 1) Year to date financials for the self funded medical and pharmacy programs for calendar year 2022.
- 2) Updated calendar year 2023 forecast.
- 3) Options for plan programs design for calendar year 2023.



YEAR TO DATE CY22 FINANCIALS:

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- January through June 2022: medical and RX claims cost are above forecast by 4%.
 - Net Claims of \$15.9M vs. Forecast of \$15.5M
- 17 claimants have paid healthcare expenses over \$125,000. (8 employees / 9 spouse or children)
- Of the 17 large claimants: 5 are enrolled in Standard Plan, 7 in Buy-up plan, 5 in the Core plan



YTD CY22 PROGRAM PERFORMANCE:

- BCBSNC discounts are averaging 50% of charges, saving \$23.5M over the last 12 months.
- Nurse Support Engagement increased, saving an estimated \$361,600 in care cost avoidance.
- Member Health Engagement rate is 15% vs. BCBSNC BOB at 11%. 363% better!!
- Generic Drug utilization is 88%, 1.3% above BCBSNC BOB.
- Medication Possession Rates (are people taking their medication) is above norm in all categories.
- Net Results Formulary has saved \$698,000 in the most recent 12 months



YTD CY22 PROGRAM PERFORMANCE

- Copay Maximization Program has saved \$279,000 in the most recent 12 months.
- Rx Savings Solution Program has saved \$1,300 in the most recent 12 months.
- Diabetic Adherence to Evidence based care is 20% above normative compliance.
- Diagnostic Imaging Management Program has saved \$49,000 in the most recent 12 months.
- ER & Urgent care utilization are 11% below normative.
- Preventive Screening rates are 5% to 15% above normative (depending on the screening).
- 7 year Review: Buncombe has outperformed the national average by 1% per year.



UPDATED HEALTH PLAN CY 2023 FORECAST:

CY22 Budget (using current enrollment by plan by tier, 1762 ees) is \$33.52M (\$30.69M County, \$2.83M ees)

TWO OPTIONS FOR 2023:

(1) CY23 Forecast with no changes (keep current program as is) is \$34.32M (\$31.48M County, \$2.83M ees)

- Increase of \$793k to the County, or approx. 2.35% increase.
- No increase to employee premiums, no change to employee plans design features.

(2) CY23 Forecast with no changes to current plans and add a qualified high deductible health plan with Health Savings Account funds is \$34.38M (\$31.58M County, \$2.81M ees)

- Increase of \$888k to the County, or approx. 2.60% increase.
- No increase to employee premiums, no change to current employee plans design features.



2022 vs 2023 Plan Comparison

2022			
	Standard	Buy-Up	Core
	<i>In-Network Benefits</i>	<i>In-Network Benefits</i>	<i>In-Network Benefits</i>
Deductible			
Individual	\$525	\$600	\$750
Family	\$1,050	\$1,200	\$1,500
Coinsurance	5%	20%	30%
Maximum Out-of Pocket			
Individual	\$1,375	\$1,600	\$2,250
Family	\$2,750	\$3,200	\$4,500

2023					
	Standard	Buy-Up	Core	HDHP	
	<i>In-Network Benefits</i>	<i>In-Network Benefits</i>	<i>In-Network Benefits</i>	<i>In-Network Benefits</i>	County Funded Health Savings Account
Deductible					
Individual	\$525	\$600	\$750	\$1,500	\$1,500
Family	\$1,050	\$1,200	\$1,500	\$3,000	\$3,000
Coinsurance	5%	20%	30%	30%	
Maximum Out-of Pocket					
Individual	\$1,375	\$1,600	\$2,250	\$4,500	
Family	\$2,750	\$3,200	\$4,500	\$9,000	



Proposed Health Care changes 2023:

- 1) High Deductible Health Plan with a County funded Health Savings Plan to start January 1, 2023.
- 2) Deductibles = \$1500 individual / \$3000 family.
- 3) Co-insurance will be 30% (to match the current Core Plan).
- 4) Out of Pocket Maximums =\$4500 individual / \$9000 family.
- 5) Premium rates will match the current Core Plan rates WITH THE EXCEPTION of employee only coverage. Employee only coverage (with Health Risk Assessment compliance) will be a \$11 biweekly premium.
- 6) County will fund the Health Savings Account for the full deductible amount in 2023. Funding will be spread out over three payments per year (Jan – May – Sept). Second year funding will be at 50% of the deductible.



What makes a HDHP different from our current plans?

- 1) A High Deductible Health Plan (HDHP) has a much **higher deductible and out of pocket maximum** than PPO plans.
- 2) Unlike PPO plans, HDHPs can be combined with a **health savings account (HSA)**. HSAs are portable for your lifetime, funds never expire, and contributions are tax free. Funds have potential investment earnings, which are also tax free.
- 3) HDHPs have NO co-payments. The member is required to **meet the deductible in its entirety** before insurance covers any cost. However, preventative screenings are still covered at 100% of the cost.



Health Savings Account – deeper dive

Basically, when you combine an HSA with an HDHP, you're adding the power of investment to your efforts to cover medical expenses. Let's count the ways:

- 1) The money you put into an HSA goes in tax-free. If you choose, the funds can be invested (after a balance of \$1,000). Any growth is also tax-free.
- 2) When withdrawing money, your payments are also untaxed so long as they're made toward qualified medical expenses.
- 3) Unlike with Flexible Spending Accounts, the money in an HSA doesn't expire annually—it rolls over every year for as long as you have the account. Meanwhile, your contributions and interest earnings could lead to some impressive savings.
- 4) An HSA often includes an employer contributions, making them similar to a 401k for medical expenses.
- 5) You won't lose access to your HSA should you leave your job.
- 6) If you still have funds in it when you turn 65, the laws around your HSA will change. From there, that money is no longer restricted to medical expenses—you'll be able to use it as a supplement to retirement income.



EXECUTIVE SUMMARY OF CY23 FORECAST

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- Increase to fund CY23 , depending the option elected is in range of \$793k to \$888k, or 2.35% to 2.6%.
- Deploying the Q-HDHP is as much about the future program as it is short term savings.
- Data would suggest 40% of employee would be financial better off in the Q-HDHP.



- Our fully funded dental coverage with Delta Dental will see an 8% increase in premium costs, with a guarantee that premiums will not increase more than 6% for 2024.
- We will change our Whole Life Insurance vendor from VOYA to Transamerica for ease of enrollment and administration.
- We will change our Term Life Insurance and Short Term Disability insurance from US Able to Lincoln Financial, gaining better terms and increasing the County paid Basic Term life insurance to 1X salary.
- We will offer a new Long Term Disability option through Lincoln Financial (employee paid).



Any Questions?





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 9/6/2022

New Business

Department: Finance

Presenter(s): Don Warn

Contact(s): Don Warn

Subject: Designation of Official Depositories for Buncombe County

Brief Summary: The County last updated the list of official depositories on October 31, 2000, and the list is outdated and requires an update. The County uses several banks to transact business and North Carolina General Statute (NCGS) require the Finance Officer to receive and deposit all monies in one or more official depositories approved by the Board of Commissioners.

The relevant statutes are as follows:

NCGS 159-31(a) states that the governing board of each local government and public authority shall designate as its official depositories one or more banks, savings and loan associations, or trust companies in this State or, with the written permission of the secretary, a national bank located in another state.

NCGS 159-29(4) requires the finance officer to receive and deposit all moneys accruing to the local government or public authority or supervise the receipt and deposit of money by other duly authorized officers or employees.

Recommended Motion & Requested Action: Approve the resolution as presented.

County Manager's comments and Recommendation: Approve as requested.

RESOLUTION #: 22-09-06

RESOLUTION DESIGNATING OFFICIAL BANKING
DEPOSITORIES OF BUNCOMBE COUNTY

- WHEREAS, Resolution #97-1-13 designating official depositories of Buncombe County was adopted on January 21, 1997; and
- WHEREAS, Resolution #00-10-13 amending the designated official banking depositories of Buncombe County was adopted on October 31, 2000; and
- WHEREAS, The designated official depositories list is outdated and requires an update; and
- WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to accept this new threshold.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

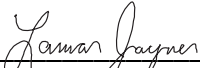
1. The Finance Officer of Buncombe County is authorized and directed to deposit funds of the County in the following depositories for the purposes specified:
 - central depository and safekeeping – Wells Fargo Bank N.A.;
 - custodial and trust services – Regions Bank; and
 - procurement cards – Bank of America.
 - BCAT – First Citizens Bank
 - debt proceeds - Truist Bank
 - escrow funds – US Bank
2. Certified copies of this resolution shall be forwarded to the depositories designated herein.
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
4. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

5. That this resolution is effective upon its adoption.

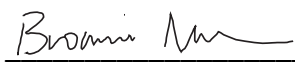
This the 6th day of September, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

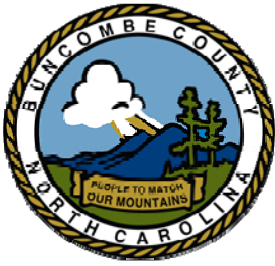
By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: September 6, 2022

New Business

Department:

Health and Human Services

Presenter(s):

John Hudson, Budget

Contact(s):

Stoney Blevins, Health and Human Services Director
Stacie Saunders, Public Health Director

Subject:

Reissuance of AA716 CDC COVID-19 Vaccination Program

Brief Summary:

The state is issuing the remaining balance of DHHS Agreement Addendum (AA) 716 CDC COVID-19 Vaccination Program, in the amount of \$388,445. The purpose of AA716 is to continue activities that focus on coordinating and expanding COVID-19 vaccine services, with an emphasis on reaching those disproportionately affected by COVID-19. HHS will use funds to support these services, including paying for such items as contract nurse vaccination staff, temp communications staff, and medical supplies. Funds will also be used to support/expand the HHS Mobile Unit/Team.

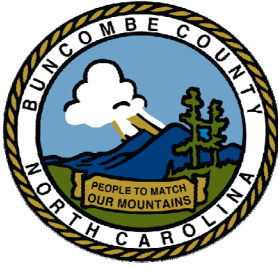
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #22-09-07



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: September 6, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 General Fund as outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of September, 2022

Requesting Department:	Health and Human Services
Budget Amendment Item:	Reissuance of AA716 CDC COVID-19 Vaccination Program

Description: The state is issuing the remaining balance of DHHS Agreement Addendum (AA) 716 CDC COVID-19 Vaccination Program, in the amount of \$388,445. The purpose of AA716 is to continue activities that focus on coordinating and expanding COVID-19 vaccine services, with an emphasis on reaching those disproportionately affected by COVID-19. HHS will use funds to support these services, including paying for such items as contract nurse vaccination staff, temp communications staff, and medical supplies. Funds will also be used to support/expand the HHS Mobile Unit/Team.

Funding Source:
DPH Aid to Counties: AA716 CDC COVID-19 Vaccination Program / Centers for Disease Control and Prevention- Women's and Children's Health Section/Immunization Branch; CFDA#93.269 - Coronavirus Response and Relief Supplemental Appropriations Act of 2021

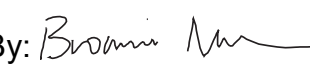
Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 Restricted Intergovernmental Revenue	\$ 388,445	
Fund 100 Public Health AA716		\$ 388,445
TOTAL	\$ 388,445	\$ 388,445

ATTEST:

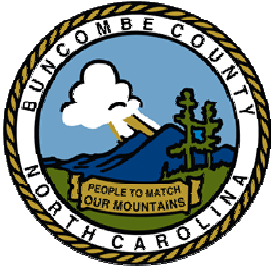
**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**



Clerk to the Board

By: 

Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: September 6, 2022

New Business

Department:

Budget

Presenter(s):

John Hudson, Budget

Contact(s):

John Hudson, Budget

Subject:

FY2022 Budget Carryforwards

Brief Summary:

The attached ordinance provides information regarding departments that have requested FY2022 budgets in the amounts indicated to be carried forward into FY2023 for the following reasons:

Purchases were made in FY2022 however due to shipping or vendor delays the products were not delivered prior to June 30, 2022;

Services were obligated in FY2022 however were unable to be completed prior to June 30, 2022;

General fund grant match that was not transferred in FY2022;

Single year grant revenue not reimbursed in FY2022;

Or economic development incentives where incentive disbursement has not been requested by fiscal year end.

The total amounts to be carried forward by fund are as follows:

General Fund = \$5,338,888

Mountain Mobility Special Revenue Fund = \$725,549

Solid Waste Enterprise Fund = \$16,249

\$3,048,000 of the General Fund carryforwards will be transferred to the Special Projects Fund for Economic Development incentives. \$73,006 will be transferred to the Grants Fund for the required match for the Safer Together Grant.

Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

**BUNCOMBE COUNTY
BUDGET CARRYFORWARD ORDINANCE
FISCAL YEAR 2022-2023**

BE IT ORDAINED by the Board of County Commissioners of Buncombe County, North Carolina this the 6th day of September, 2022:

Section 1: The departments indicated below have requested FY2022 budgets in the amounts indicated to be carried forward into FY2023 for the following reasons:

Purchases were made in FY2022 however due to shipping or vendor delays the products were not delivered prior to June 30, 2022;

Services were obligated in FY2022 however were unable to be completed prior to June 30, 2022;

Single year grant revenue not reimbursed in FY2022;

General fund grant match that was not transferred in FY2022;

Or economic development incentives where incentive disbursement has not been requested by fiscal year end.

The following amounts are hereby appropriated and revenues estimated to be available in the General Fund for the operation of the County government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

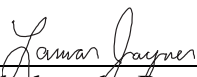
FUND:	APPROPRIATION	REVENUE
<i>General</i>		
Agriculture and Land Resources	\$7,589	
Detention Center	146,704	
Division of Social Services	236,623	
Economic Development	3,366,201	
Emergency Services	71,144	
Finance	5,101	
Fleet Services	472,607	
General Services	109,395	
Governing Body	75,000	
Information Technology	238,351	
Library	30,187	
Permits and Inspections	182,061	
Planning	31,447	
Public Health	160,156	
Public Safety Interoperability Partnership	20,475	
Public Safety Training Center	15,285	
Recreation Services	40,104	
Strategy and Innovation	7,500	
Sustainability	122,958	
Total Appropriation	\$ 5,338,888	
Intergovernmental		\$ 87,150
Grant Revenue		52,894
Appropriated Fund Balance		5,198,844

Total Revenue		\$ 5,338,888
FUND	APPROPRIATION	REVENUE
<i>Mountain Mobility Special Revenue Fund:</i>		
Transportation	\$ 725,549	
	\$ 725,549	
Intergovernmental		\$ 622,053
Appropriated Fund Balance		103,496
		\$ 725,549
 <i>Solid Waste Enterprise Fund:</i>		
Solid Waste	\$ 16,249	
	\$16,429	
Appropriated Fund Balance		\$ 16,249
		\$ 16,249

Section 2: All ordinances, resolutions, prior directives or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Adopted this the 6th day of September, 2022.

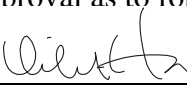
Attest:


Clerk to the Board

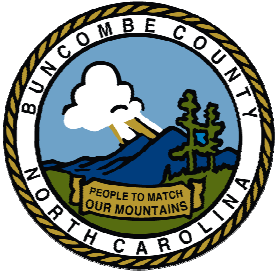
Buncombe County Board of Commissioners:


Brownie Newman, Chairman

Approval as to form:


Attorney

ORDINANCE #22-09-08



BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: September 6, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Special Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of September, 2022

Project Name: Economic Development Incentives

Description:

This budget amendment represents a carryforward of FY2022 economic development incentive payments in the amount of \$3,048,000. These payments were not issued within FY2022, but will be in FY2023 or are able to be collected in future years based on meeting or exceeding targets. This amount will be transferred to the Special Projects Fund from the General Fund.

Funding Source:

Transfer from the General Fund

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Economic Development Incentives	\$ 3,048,000	\$ 3,048,000
TOTAL	\$ 3,048,000	\$ 3,048,000

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE:**


Clerk to the Board

By: 
Chairman of the Board