

Board of Commissioners' Agenda

September 5, 2023

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 [▲top](#)

Consent Agenda [▲top](#)

- [Approval of August 15, 2023 Briefing Meeting Minutes](#)
- [Approval of August 15, 2023 Special Meeting Minutes - Closed Session](#)
- [Approval of August 15, 2023 Regular Meeting Minutes](#)
- [Tax Collection Report](#)
- [Resolution Approving Pyrotechnic Experts for Firework Display](#)
 - [Resolution](#)
- [Approval of Governor's Highway Safety Program - DWI Task Force Year IV](#)
 - [Resolution](#)
 - [Agreement of Conditions](#)
- [Budget Amendment for FY2023 Medication Assisted Treatment \(MAT\) Program Grant Award](#)
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Public Comment

Good News

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Presentations ▲top

- [MANNA FoodBank Proclamation](#)
 - [Proclamation](#)
- [Early Childhood Education Committee](#)
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Public Hearings

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County Manager's Report ▲top

- [Introduction of Lead for NC Fellow – Eva Davis](#)
- [Fall Respiratory Virus Preparation](#)
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Old Business

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New Business ▲top

- [Approval of COVID Recovery Funding & Interlocal Agreement](#)
 - [Resolution](#)
 - [Agreement](#)
 - [More Information](#)
- [Budget Amendment for FY2023 Budget Carryforwards](#)
 - [Ordinances](#)

Board Appointments [▲top](#)

- Health & Human Services Board
 - Daniel Frayne

- Home & Community Care Block Grant Advisory Committee
 - Greg Zornes

 - Suzanne Booth

- African American Heritage Commission
 - DeWayne McAfee

Reports on Boards and Commissions

Announcements [▲top](#)

- September 19 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.

- September 19 @ 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 5, 2023 AT 5 P.M.

BE IT REMEMBERED: That the Board of Commissioners met in regular session on September 5, 2023, 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 Vice Chair called the meeting to order with the following members present:

- Amanda Edwards, Commissioner
- Martin Moore, Commissioner
- Parker Sloan, Commissioner
- Terri Wells, Vice Chair
- Al Whitesides, Commissioner

Brownie Newman, Chairman, and Jasmine Beach-Ferrara, Commissioner, were absent from the meeting.

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; John Hudson, Budget Director; Rachael Nygaard, Strategic Partnerships Director; Tim Love, Intergovernmental Relations; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney

PLEDGE OF ALLEGIANCE

INVOCATION

Vice Chair Wells provided recognition to the Labor Day holiday.

CONSENT AGENDA

Commissioner Whitesides motioned to approve the Consent Agenda and the remainder of the agenda. Commissioner Moore seconded and the motion passed 5-0.

- Approval of August 15, 2023 Briefing Meeting Minutes
- Approval of August 15, 2023 Special Meeting Minutes - Closed Session
- Approval of August 15, 2023 Regular Meeting Minutes
- Tax Collection Report
- Resolution Approving Pyrotechnic Experts for Firework Display
 - Resolution
- Approval of Governor's Highway Safety Program - DWI Task Force Year IV
 - Resolution
 - Agreement of Conditions
- Budget Amendment for FY2023 Medication Assisted Treatment (MAT) Program Grant Award
 - Ordinance
- Budget Amendment to Establish Two Conservation Easements
 - Ordinance
 - More Information

PUBLIC COMMENT

Jen Hampton, Ben Williamson, Andrew Paul, Emmaleigh Argonauta, Nina Tovish, and Diane Finn stated their support for affordable housing and using the TDA LIFT Fund to invest in projects for affordable housing.

Sharon Alexander requested that the County take ownership of old landfill in the Fairview area.

Ronald Gates expressed views on reading material in schools.

Michael Reardon expressed views on reading material in schools and support for funding for shelter beds.

PRESENTATIONS

- **MANNA FoodBank Proclamation**

Commissioner Edwards read and presented the proclamation. Claire Neal, MANNA, accepted the proclamation and expressed gratitude.

- **Early Childhood Education Committee**

Commissioner Moore and Carol Steen, committee members, provided an update to the Commissioners on the past year events, upcoming projects, and thanked the support staff for their support.

COUNTY MANAGER'S REPORT

- **Introduction of Lead for NC Fellow – Eva Davis**

DK Wesley introduced and welcomed Eva Davis to the Buncombe County team.

- **Fall Respiratory Virus Preparation**

Ellis Matheson, Public Health Director, provided information on the Fall Respiratory Virus preparation that brings influenza (flu), respiratory syncytial virus (RSV) and COVID-19. Prepare to protect yourself and your families from these viruses with prevention and treatment measures by staying up to date with vaccines, seeking testing and treatment when needed, and practicing basic protective measures like hand washing, covering your nose and mouth when you cough or sneeze, and staying home when sick. There is currently a slight increase in COVID cases, and hospitalizations over the last few weeks.

NEW BUSINESS

- **Approval of COVID Recovery Funding & Interlocal Agreement**

Tyler Henry, Strategic Partnerships, shared an update for COVID Recovery Funding proposed final awards and an interlocal agreement with Homeless Initiative Advisory Committee (HIAC), a joint committee of the City and County that acts as an advisory body, to undertake a project to expand low-barrier shelter. The Interlocal Agreement, between Buncombe County and The City of Asheville, will expand the availability of emergency shelter beds and establish the terms for the funding.

Commissioner Moore moved to approve the changes to COVID Recovery Funding awards as listed:

- Reduce COVID Contingency by \$1,013,116
- Reduce Broadband by \$1,500,000
- Increase Ferry Road by \$2,264,716
- Establish new projects:
 - HIAC Shelter Support \$875,000
 - Housing/Shelter \$3,800,000

Commissioner Edwards seconded and the motion passed 5-0.

Commissioner Sloan moved to approve the Resolution Authorizing the Execution of an Interlocal Agreement between Buncombe County and The City of Asheville Expanding the Availability of Emergency Shelter Beds. Commissioner Whitesides seconded and the motion passed 5-0.

- **Budget Amendment for FY2023 Budget Carryforwards**

John Hudson, Budget Director, explained the budget amendments.

Commissioner Moore moved to approve the budget amendments as presented. Commissioner Edwards seconded and the motion passed 5-0.

BOARD APPOINTMENTS

Vice Chair Wells moved to reappoint **Daniel Frayne** to the **Health & Human Services Board**. Commissioner Edwards seconded and the motion passed 5-0.

Commission Edwards moved to reappoint **Greg Zornes** and **Suzanne Booth** to the **Home & Community Care Block Grant Advisory Committee**. Commissioner Whitesides seconded and the motion passed 5-0.

Vice Chair Wells moved to appoint **DeWayne McAfee** to the **African American Heritage Commission**. Commissioner Moore seconded and the motion passed 5-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *September 19 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *September 19 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

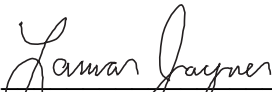
CLOSED SESSION

Commissioner Moore moved to go into closed session pursuant to NCGS 143-318.11(a) (3) to hear legal matters and NCGS 143-318.11(a) (6) to consider matters regarding the qualifications, competence, performance, character, fitness, conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee with no possible action anticipated following the closed session. Commissioner Edwards seconded and the motion passed 5-0.

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

Commissioner Moore moved to go back into open session. Commissioner Whitesides seconded and the motion passed 5-0.

Commissioner Moore moved to adjourn the meeting. Commissioner Sloan seconded and the motion passed 5-0. The meeting was adjourned at 6:58 p.m.



LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS



BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of July 2023 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 2024 occurred July 29th, a second billing including Public Utilities will occur late September or early October. As of July 31, 2023, the total levy billed for fiscal year 2024 is 1.24% collected, as compared to 1.30% for fiscal year 2023.

Below is Buncombe County year to date reporting for fiscal year 2024, as of July 31, 2023.

Current Year Collections

Fiscal Year 2024	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 15,375,263.77	\$ -	\$ 219,926,700.53	\$ 1,386,191.16	\$ 236,688,155.46
Amount Collected	\$ 109,914.60	\$ -	\$ 1,455,132.46	\$ 1,381,681.53	\$ 2,946,728.59
Unpaid Balance	\$ 15,265,349.17	\$ -	\$ 218,471,568.07	\$ 4,509.63	\$ 233,741,426.87
Interest Collected	\$ -	\$ -	\$ 12,005.31	\$ 10,703.96	\$ 22,709.27
FY24 Collection %	0.71%	0.00%	0.66%	99.67%	1.24%
FY23 Collection %	1.11%	0.00%	0.69%	99.78%	1.30%

Total fiscal year 2023 year to date collections, property tax and interest **\$ 2,969,437.86**

Prior Year Collections

Prior Years 2014-2023	Personal Property	Real Estate	Total
Amount Collected	\$ 20,466.19	\$ 60,581.94	\$ 81,048.13
Interest Collected	\$ 2,647.37	\$ 4,165.16	\$ 6,812.53

Total prior year collections, fiscal year to date **\$ 87,860.66**

***Total property tax released July 2023 due to taxable value adjustments** **\$ 12,134.26**

***Total refunds processed July 2023** **\$ 17,655.95**

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



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/5/2023

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:

- Request from Pyrotecnico, Inc. and Kelly Probus to conduct a fireworks display on 10/14/23 at Inn on Biltmore Estate, 1 Lodge Street, Asheville, NC 28803.
- Request from Camp Rockmont and Steve Sandman to conduct a fireworks display on 10/14/23 at 375 Lake Eden Road, Black Mountain NC 28711.

Recommended Motion & Requested Action: Approve resolution.

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

RESOLUTION #: 23-09-01

RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING
FIREWORKS DISPLAYS

- WHEREAS, pursuant to NCGS §§ 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 Pyrotecnico Fireworks, Inc. and Camp Rockmont for pyrotechnic displays;
- WHEREAS, the Fire Marshal has reviewed and determined that the application meets the standards set forth in the general statutes and the required proof of insurance has been provided; 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 following be granted permission to conduct fireworks displays at the location and on the dates shown, to-wit:

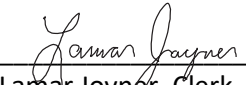
<u>NAME</u>	<u>LOCATION</u>	<u>DATE</u>
Pyrotecnico	1 Lodge Street, Asheville	October 14, 2023
Camp Rockmont	375 Lake Eden Road, Black Mountain	October 14, 2023

That should inclement weather prevent the presentation of said display on said date(s), then the pyrotechnics display may be rescheduled to a postponement date with the consent of the fire Marshal or designee.

2. That pursuant to NCGS §§ 14-410 and 14-413 this Board finds that the above-named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

ADOPTED this the 5th day of September, 2023.

ATTEST

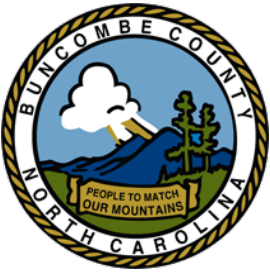

Lamar Joyner, Clerk

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: September 5, 2023

Consent Agenda

Department: Sheriff's Office

Presenter(s): Lynn Smith, BC Sheriff's Office Budget Director
Elizabeth Russell, Grants Specialist

Contact(s): Lynn Smith, BC Sheriff's Office Budget Director
Major Don Eberhardt, Support Operations/Training

Subject: Approval of Governor's Highway Safety Program - DWI Task Force Year IV

Brief Summary: The North Carolina Governor's Highway Safety Program(GHSP) has approved the Buncombe County application for fiscal year 2023 beginning Oct. 1, 2023 to proceed to next stage of funding process, pending submission of the Agreement of Conditions and Resolution. Final approval of funds will be made in late September. In Year 4, the DWI Task Force will continue to receive funds for three sworn officers, and associated project operational expenses in the amount of \$154,481; the County match for the program in FY 2024 is \$154,480, which is already within the Sheriff's Office FY24 budget, for a total program cost of \$308,961. No new funds are required.

Recommended Motion & Requested Action:

- 1) Adopt Local Governmental Resolution, and
- 2) Authorize the County Sheriff and the County Manager to sign and file the Agreement of Conditions prescribed by the Governor's Highway Safety Program for federal funding

County Manager's Comments & Recommendation: County Manager recommends as presented

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Buncombe County Sheriff's Office (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Buncombe County
Board of Commissioners (herein called the "Governing Body") has thoroughly considered the problem

(The Governing Body of the Agency)

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Buncombe County IN OPEN
 (Governing Body)

MEETING ASSEMBLED IN THE CITY OF Asheville, NORTH CAROLINA,

THIS 5th DAY OF September, 20 23, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Quentin Miller, Buncombe County Sheriff is authorized to file, on behalf of the Governing
 (Name and Title of Representative)
 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
 funding in the amount of \$ 154,481 to be made to the Governing Body to assist in defraying
 (Federal Dollar Request)
 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 154,480 as
 (Local Cash Appropriation)
 required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
 appropriate persons to furnish such information, data, documents and reports as required by the contract, if
 approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
 (Chairperson/Mayor)

ATTESTED BY _____
 (Clerk)

SEAL

DATE September 5, 2023

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
 9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
 11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
 - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Certifications Required.

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is June 30.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Elizabeth Russell	Grants Project Director	60 Court Plaza - 4th Floor Asheville N.C 28801
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Elizabeth Russell</i>	08-24-2023	828-250-4441
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Quentin Miller	Sheriff, Buncombe County	60 Court Plaza - 4th Floor Asheville N.C 28801
SIGNATURE	DATE	TELEPHONE NUMBER
	08-24-2023	828-250-4474
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Avril Pinder	Buncombe County Manager	200 College St., Asheville, NC 28801
SIGNATURE	DATE	TELEPHONE NUMBER
		828-250-4101



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: September 5, 2023

Consent Agenda

Department: Sheriff's Office

Presenter(s): John Hudson, Budget Director

Contact(s): Lynn Smith, Sheriff's Office & Sarah Gayton, Sheriff's Office

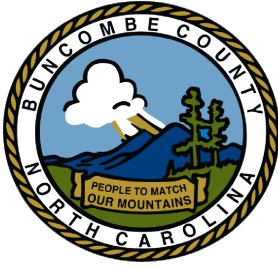
Subject: Grant Award: MAT Grant FY2023

Brief Summary: In FY2020, the Buncombe County Sheriff's Office (BCSO) received funding to develop a Medication Assisted Treatment (MAT) program in the Detention facility. Since then, the Sheriff's Office has continued to receive these funds and this Budget Amendment will establish the grant budget of \$33,418 for the first quarter of FY2024, through September 30, 2023.

Recommended Motion & Requested Action: Approve Budget Amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #23-09-02



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: September 5, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2023-2024 Grants 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 FY2023-2024 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of September, 2023

Granting Agency: NC Department of Health and Human Services passed through VAYA Health
Grant Name: MAT Grant FY2023

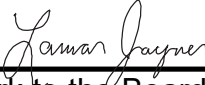
Description: In FY2020, the Buncombe County Sheriff's Office (BCSO) received funding to develop a Medication Assisted Treatment (MAT) program in the Detention facility. Since then, the Sheriff's Office has continued to receive these funds and this Budget Amendment will establish the grant budget of \$33,418 for the first quarter of FY2024, through September 30, 2023.

Funding Source: NC Department of Health and Human Services passed through VAYA Health - no new County dollars are required.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
MAT Grant FY2024	\$ 33,418	\$ 33,418
TOTAL	\$ 33,418	\$ 33,418

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 5, 2023

Consent Agenda

Department: Agriculture & Land Resources **Presenter(s):** John Hudson, Budget Director

Contact(s): Jennifer Harrison, Agriculture & Land Resources Director
Avni Naik, Farmland Preservation Coordinator

Subject: Establish Two Conservation Easements

Brief Summary: The Agricultural Advisory Board (AAB) requests transaction costs for two new conservation easement projects. The projects consist of Fairacres Farm in Fairview and Parham-Fortner Farm in Leicester.

- Fairacres Farm, +/- 155 acres in Fairview - \$63,000
- Parham-Fortner Farm, +/- 30 acres in Leicester - \$37,000

This aligns with the 2025 Strategic Plan Goal: Preserve farmland and environmentally sensitive tracts.

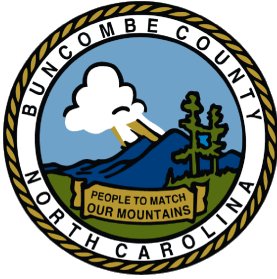
This aligns with Buncombe County Board of Commissioner's Land Conservation Goal of *protecting 20% of Buncombe County lands by 2030.*

Buncombe County has previously funded projects that will bring the total acreage of land protected in the County up to 79,578 acres. With these additional acres, Buncombe County will have 79,763 acres of protected land and will need 4,333 additional acres to achieve the 20% by 2030 conservation goal.

Recommended Motion & Requested Action: Approve budget amendment

County Manager's Comments & Recommendation: County Manager recommends as presented

ORDINANCE #23-09-03



BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: September 5, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2023-2024 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 FY2023-2024 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 5th day of September, 2023

Project Name: Fairacres Farm and Parham-Fortner Farm

Description: The Agricultural Advisory Board (AAB) requests transaction costs for two new conservation easement projects. The projects consist of Fairacres Farm in Fairview and Parham-Fortner Farm in Leicester.

- Fairacres Farm, +/- 155 acres in Fairview - \$63,000
- Parham-Fortner Farm, +/- 30 acres in Leicester - \$37,000

Funding Source: FY24 Conservation Easements Funds. No new County dollars required.

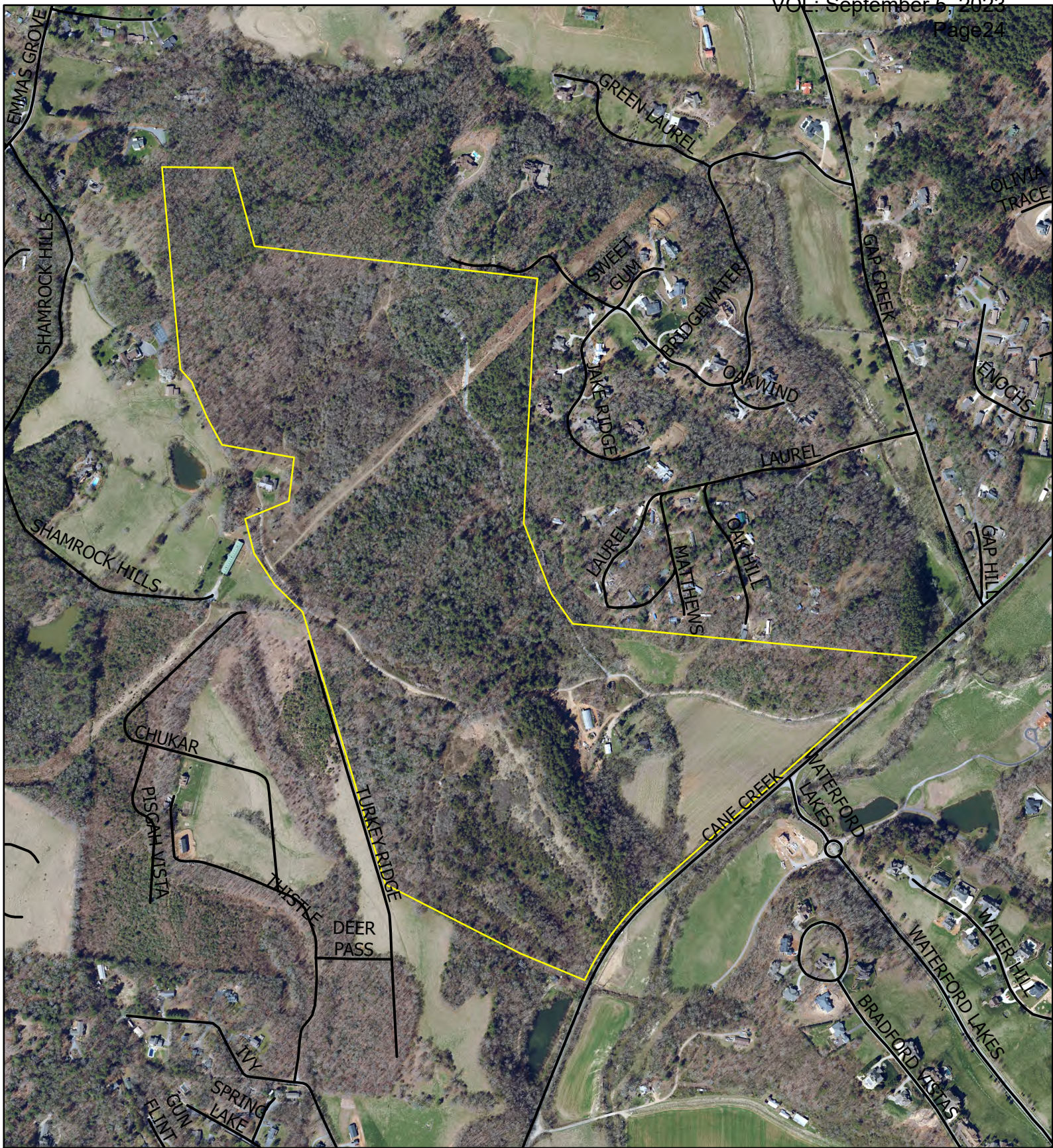
Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fairacres Farm	\$ 63,000	\$ 63,000
Parham-Fortner Farm	\$ 37,000	\$ 37,000
Future Conservation Easements	\$ (100,000)	\$ (100,000)
TOTAL	\$ -	\$ -

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board



Fairacres Farm CE Overview Map

 Fairacres Farm Boundary, +/- 155 acres

0 250 500 1,000 US Feet



Map created by
BCSWCD staff
February 2023



Parham-Fortner Farm CE - Overview Map

 Easement Boundary, +/- 30 acres

0 200 400 800 Feet



Map created by
BCSWCD staff
June 2023



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 9/5/2023

Presentations

Department: Commissioners

Presenter(s): Amanda Edwards

Contact(s): Commissioner Amanda Edwards

Subject: MANNA FoodBank Proclamation

Brief Summary: MANNA FoodBank Proclamation Recognition of 40th Anniversary

County of Buncombe

Proclamation

MANNA FoodBank Proclamation

WHEREAS, MANNA FoodBank is the central food sourcing and disaster relief organization providing life-sustaining food resources for residents in the 16 western-most counties of North Carolina, including the Qualla Boundary; and

WHEREAS, MANNA began food distribution operations in 1983, and is this year celebrating its 40th Anniversary; and

WHEREAS, MANNA works to empower the communities it serves by involving, educating, and uniting people in the work of ending hunger in Western North Carolina; and

WHEREAS, MANNA is the primary source of food resources for over 250 partner organizations in Western North Carolina, and has distributed a staggering 300 million pounds of food in its 40-year history; and

WHEREAS, MANNA and Buncombe County have partnered for the last decade to provide food and resources to the community through the County's Community Engagement Markets; and

WHEREAS, MANNA provides a free Food Helpline as a source of information for neighbors seeking food resources and meal programs in their community, and to receive assistance in applying for longer-term food benefits; and

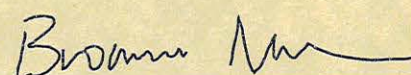
WHEREAS, making weekend food accessible to the 1 in 4 children that will face food insecurity in Western North Carolina is a vital piece of MANNA's work through the distribution of over 122,000 MANNA Packs for Kids in the last fiscal year alone; and

WHEREAS, MANNA holds a commitment to serving marginalized communities, in both urban and rural environments, in ways that value who they are, their lived experiences and their unique barriers to accessing food; and

WHEREAS, the County has supported and will continue to support MANNA through regular food drives where employees and the community alike can contribute; and

WHEREAS, MANNA prioritizes the health and well-being of the neighbors in its service area by advocating at the national, state and local level for those living in and experiencing the effects of poverty.

NOW, THEREFORE, BE IT RESOLVED that I, Brownie Newman, by virtue of the authority vested in me as Chairman of the Buncombe County Board of Commissioners, do hereby proclaim September 5, 2023 as "**MANNA FoodBank Day**" to commemorate and celebrate MANNA FoodBank's 40 years of positive impact on the residents of Western North Carolina.



Brownie Newman, Chairman
Buncombe County Board of Commissioners



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/5/2023

Presentations

Department: Early Childhood Education Committee

Presenter(s): Martin Moore & Carol Steen

Contact(s): Rachael Nygaard, Strategic Partnerships Director

Subject: Early Childhood Education Committee

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



EARLY CHILDHOOD COMMITTEE

Committee Report to Board of Commissioners

September 5, 2023

Presenters: Martin Moore, Carol Steen
& Buncombe Partnership for Children



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**



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**



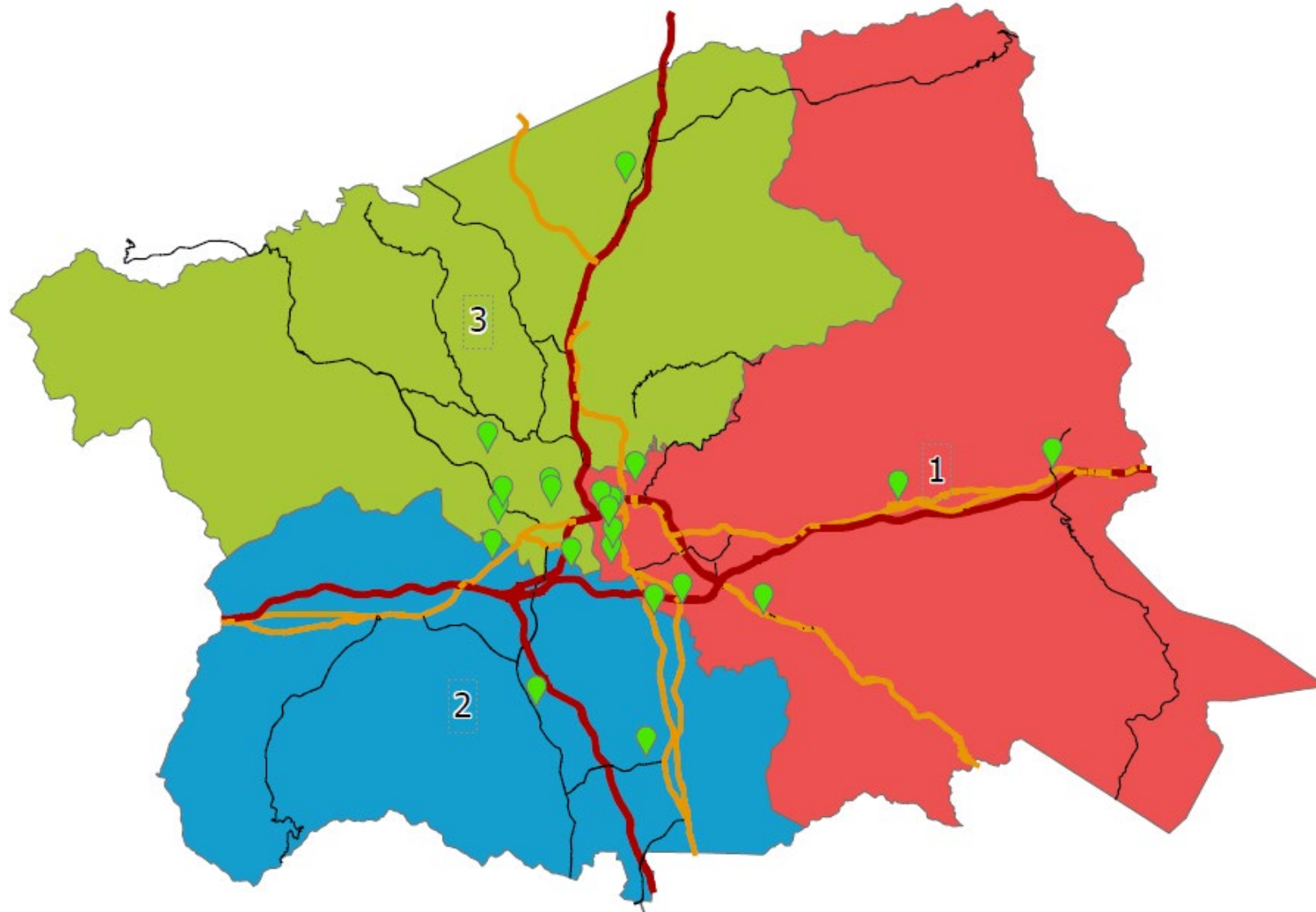
FY2023 GRANTEES

Fiscal Year July 1, 2022 – June 30, 2023 (FY2023)

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



LOCATION OF FUNDED PROJECTS



FUNDED PROJECTS



- Behavioral health support
- Classroom supplies & furnishings
- Cooperative & home-based care
- Curriculum, assessments & licensing
- Matched savings program
- Outdoor space
- Outreach & parent engagement
- Student nutrition
- 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, 2022 – June 30, 2023 (FY2023)



**69% of all goals were met
across 22 funded projects**

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



SUCCESS EXAMPLES

Fiscal Year July 1, 2022 – June 30, 2023 (FY2023)

292 Parents improved
their education or
income status
(YWCA)

7 Classrooms received
new technology
(Bent Creek Preschool)

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

100% of staff who
earn a living wage
(The Christine Avery
Learning Center)

13 Individuals received
Start-Up Technical
Assistance
(Partnership for Children)

22 Early care &
education professionals
and parents completed
the matched savings
program (On Track)



NC PRE-K EXPANSION IN BUNCOMBE

- Partnership for Children was awarded \$3.2M ARPA 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
- Year One report is online: www.buncombecounty.org/prekreport



NC PRE-K EXPANSION IN BUNCOMBE

Strategy 1: Fully Funded NC Pre-K



100%
of pre-k teachers
got a pay increase
(avg lead teacher
increase **\$8,500**)



90%
lead teacher retention
(after strategies were
implemented in August
2022)



4 NEW
NC Pre-K private sites
applied and approved
(2 opened mid-school
year; 2 opening August
'23).



NC PRE-K EXPANSION IN BUNCOMBE

Strategy 2: Higher Ed Supports



26

participants
enrolled (avg. years
experience: 10.7)



54

additional
teachers have
expressed interest



100%

responded they are
more likely to keep
teaching in ECE
because of supports.



NC PRE-K EXPANSION IN BUNCOMBE

Strategy 4: Coordinated Outreach & Enrollment



638

apps submitted; goal for FY23-24 is 680, the pre-COVID high



88%

of applicants were placed at their first choice



17%

of applicants were English language learners



NC PRE-K EXPANSION IN BUNCOMBE

Strategy 3: Ramp up to NC Pre-K



10 classrooms will participate in ramp up

Strategies 5-6: Wrap-around & transport



60 families will participate in pilot programs





Thank you!





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/5/2023

County Manager's Report

Department: County Manager's Office

Presenter: DK Wesley, Assistant County Manager

Contact: DK Wesley

Subject: Introduction of Lead for NC Fellow – Eva Davis

Brief Summary: Lead For North Carolina (LFNC) is a state affiliate of Lead for America, a nonpartisan fellowship program across the United States. Lead for America was launched in 2018, and LFNC is its first state affiliate program. The School of Government has partnered with key organizations, including the NC County Managers Association (NCCCMA), NC League of Municipalities (NCLM), and NC Association of County Commissioners (NCACC) to implement LFNC.

Buncombe County was selected as one of Lead for North Carolina's host jurisdictions for the 2023-2024 program year. The pool was competitive. Over 60 government entities across the state put forward competitive applications, but the selection team believed Buncombe County would provide an exceptional experience for an AmeriCorps Fellow. County staff was afforded the opportunity to interview several candidates. As a result of this process, Eva Davis was selected and agreed to complete her year of service in Buncombe County.

Eva is a native of Charlotte, North Carolina and a recent graduate from Appalachian State University with a Bachelor in Criminal Justice, International, Political Science International & Comparative Politics, Prospective Minors in Judaic, Holocaust, and Peace Studies.

Eva will start her year of service with us on September 5th. Eva is assigned to the County Manager's Office. Eva will have at least three active workplans during this year. To start, Eva will focus on the following projects:

- Behavioral Health Planning – Research and program planning/coordination
- Racial Equity Action Plan – Community engagement planning
- Economic Development – Research and analysis



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/5/2023

County Manager's Report

Department: County Manager's Office

Presenter(s): Ellis Matheson, Public Health Director

Contact(s): Ellis Matheson, Public Health Director

Subject: Fall Respiratory Virus Preparation

Brief Summary: Update Board of Commissioners on the Fall Respiratory Virus Preparation



Fall Respiratory Virus Preparation

Presented by

Ellis Matheson, DNP, RN – Public Health Director



Fall respiratory virus season

- Fall season brings influenza (flu), respiratory syncytial virus (RSV) and COVID-19.
- Now is the time to prepare to protect yourself and your families from these viruses with prevention and treatment measures.
- We have tools to help reduce risk, test, treat illness, and keep viruses from spreading.
- Right now-we encourage community members to:
 1. Stay up to date with vaccines.
 2. Seek testing and treatment when needed.
 3. Practice basic protective measures like hand washing, covering your nose and mouth when you cough or sneeze, and staying home when sick.



COVID-19: What Metrics Are We Monitoring

- National level- CDC for community and individual strategy recommendations.
 - [CDC COVID Data Tracker](#)
 - New COVID-19 hospital admissions
 - % of deaths were COVID-19 by state
 - % of emergency department visits diagnosed with COVID-19
 - % positivity of COVID-19 NAAT tests by region in the country
 - [NCDHHS Respiratory Surveillance Dashboard](#)
 - Emergency department visits for respiratory viruses (COVID-19 , Influenza, and RSV)
 - COVID-19 and Influenza hospital admissions
 - COVID-19 wastewater monitoring



CDC- Current Metrics

Data Update for the United States

Hospitalizations

Hospital Admissions

15,067

(August 13 to August 19, 2023)

Trend in Hospital Admissions

+18.8% in most recent week



Jul 21, 2023

Aug 19, 2023

Deaths

% Due to COVID-19

2.0%

(August 20 to August 26, 2023)

Trend in % COVID-19 Deaths

+17.6% in most recent week



Jul 8, 2023

Aug 26, 2023

Total Hospitalizations

6,272,227

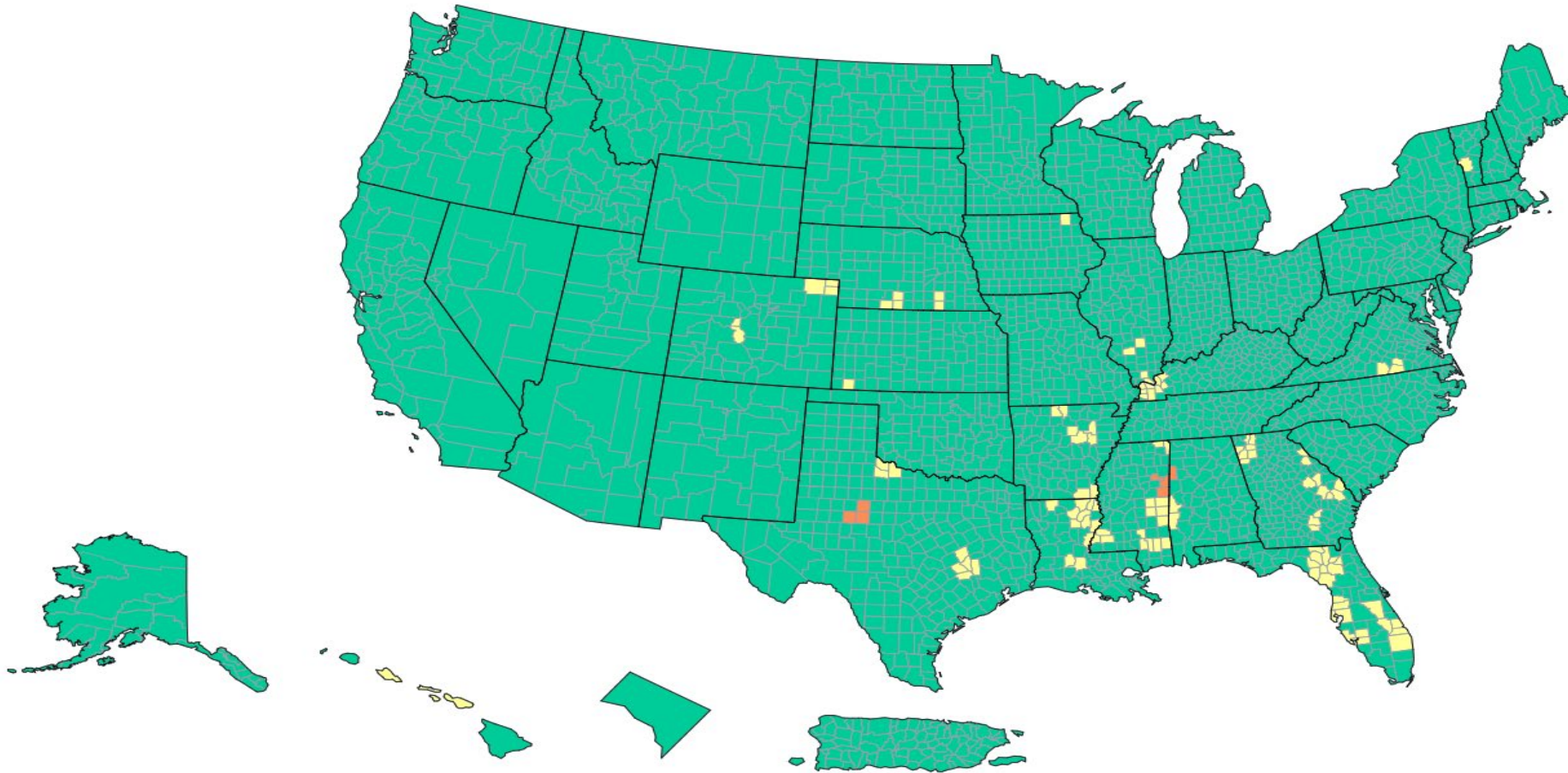
Total Deaths

1,139,457



CDC Hospital Admissions

Reported COVID-19 New Hospital Admissions Rate per 100,000 Population in the Past Week, by County – United States

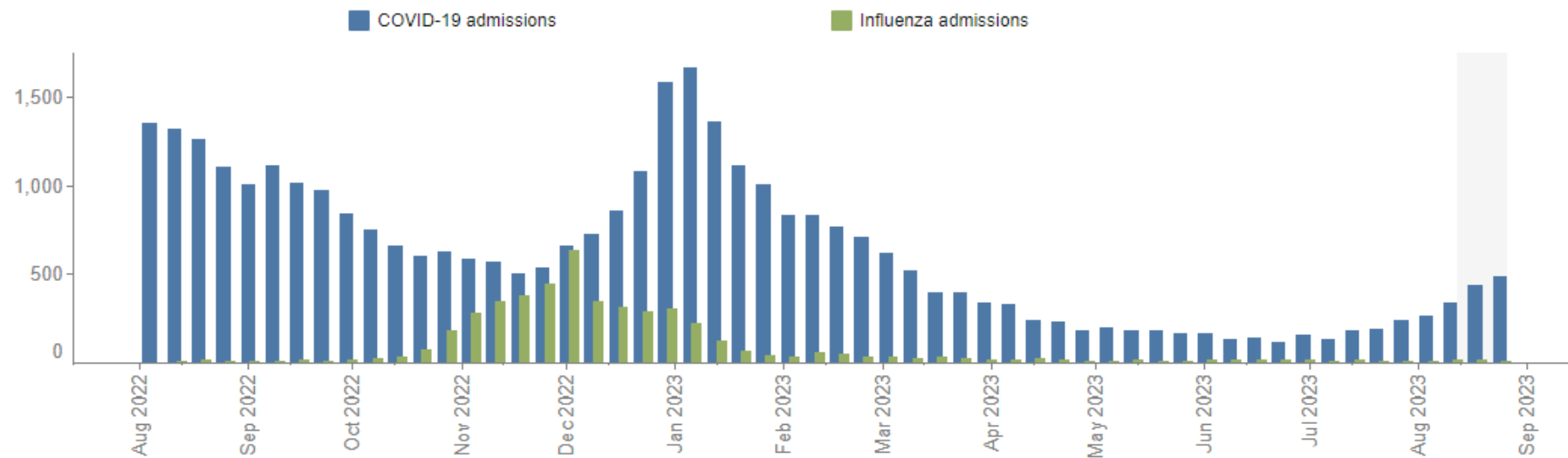


NCDHHS Hospital Admissions

Hospital Admissions

Latest week: Among reporting hospitals, **485 hospital admissions** were for **COVID-19** and **8** were for **Influenza**, an increase for **COVID-19** and a decrease for **Influenza** from the week before. (The week before was **435** for COVID-19 and **14** for influenza.)

Hospital reporting summary: 100.0% of hospital reports were completed over the last week, covering 99.2% of staffed beds. (The week before 100.0% of hospitals reports were completed, covering 99.1% of staffed beds.)

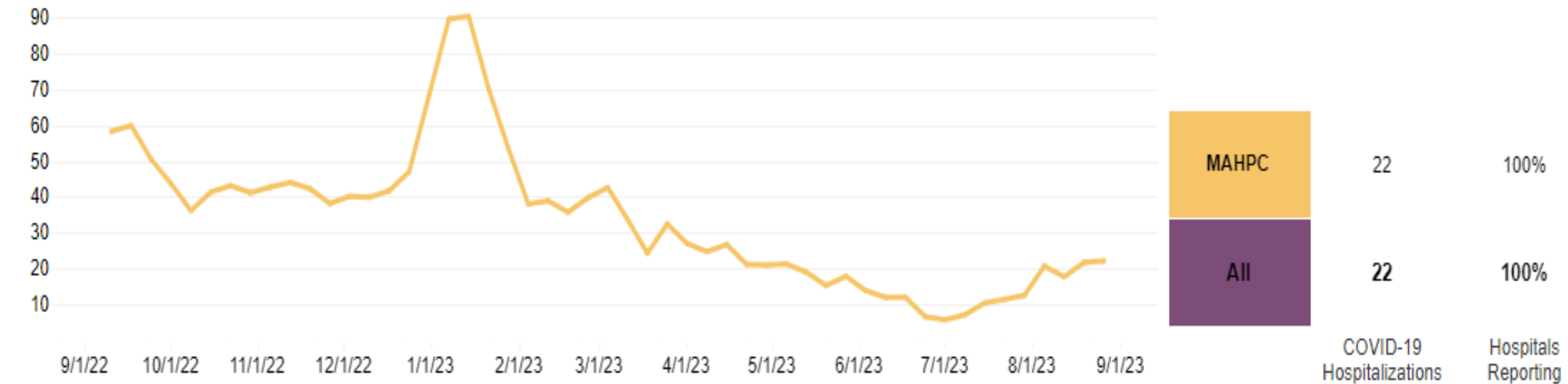


Number of confirmed COVID-19 and influenza patients admitted to hospitals each week. [More info](#)



NCDHHS Regional Hospitalization

7-Day Average of COVID-19 Patients Hospitalized By Week | Region View



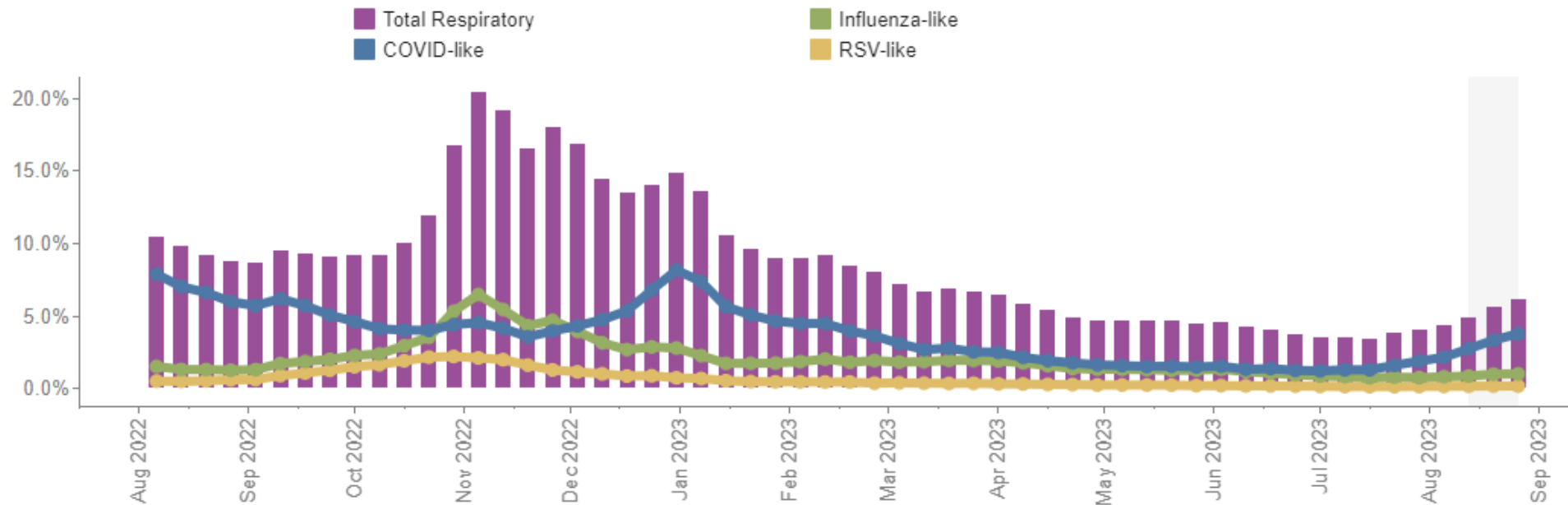
7-Day Average of Adult ICU COVID-19 Patients By Week | Region View



NCDHHS- ED Visits

Emergency Department Visits for Respiratory Viruses

Latest Week: **6.2% of emergency room visits** had symptoms of a respiratory virus, an **increase** from the week before. (The week before was 5.6%.)



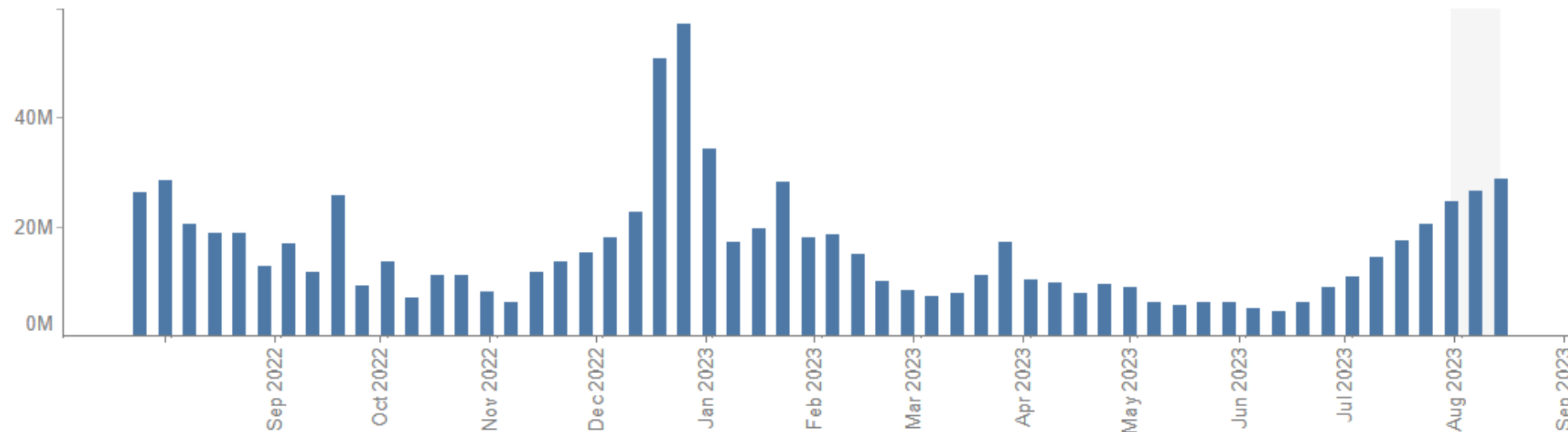
Percentage of North Carolina emergency department visits with symptoms or a diagnosis of a particular respiratory virus. [More info](#)



NCDHHS COVID-19 Wastewater Monitoring

COVID-19 Wastewater Monitoring

Latest Week: An average of **28.8 Million COVID-19 virus particles** per person were found in wastewater samples statewide, **an increase** from the week before. (The week before was 26.5 Million.)

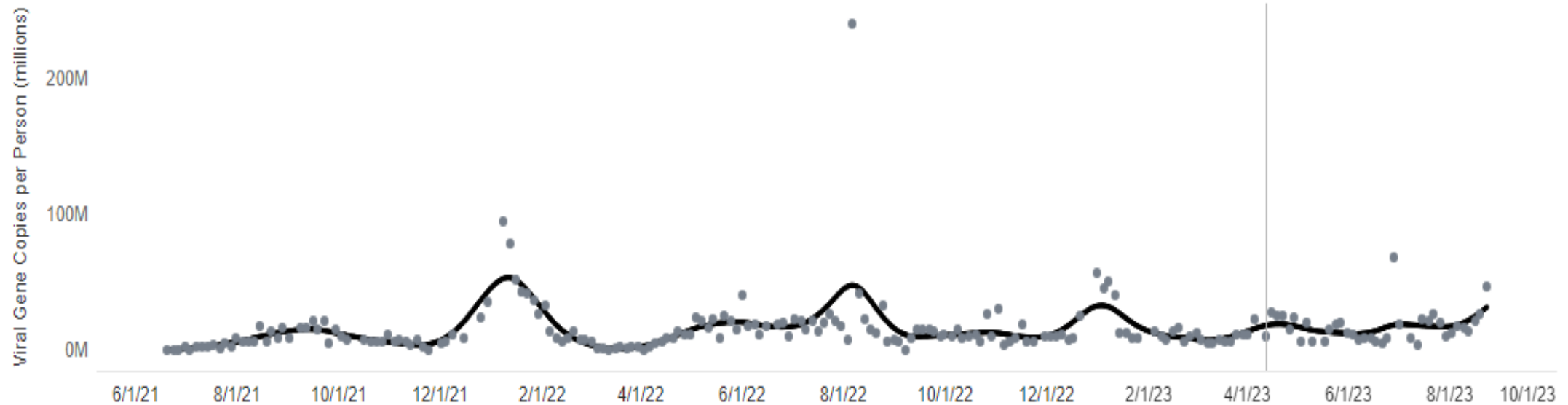


Average COVID-19 virus copies found per person per week from participating North Carolina wastewater treatment plants. COVID-19 virus particles appearing in wastewater can signal how quickly the virus is spreading, even if people don't get tested or have symptoms. Levels of influenza and RSV can also be measured in wastewater and may be included in the future. [More Info](#)



MSD Buncombe Co. Wastewater

COVID-19 Virus in Wastewater Samples - MSD of Buncombe County



Reported COVID-19 Cases in the Sewershed - MSD of Buncombe County



Community Level Prevention Strategies

LOW, MEDIUM, AND HIGH

At all COVID-19 hospital admission levels:



- Promote equitable access to vaccination, testing, masks and respirators, treatment and prevention medications, community outreach, and support services.
- Ensure access to testing, including through point-of-care and at-home tests for all people.
- Maintain [ventilation improvements](#).
- Provide communications and messaging to encourage isolation among people who test positive.



LOW, MEDIUM, AND HIGH

At all COVID-19 hospital admission levels:



- [Stay up to date](#) on vaccination.
- Maintain [ventilation improvements](#).
- Avoid contact with people who have suspected or confirmed COVID-19.
- Follow recommendations for [isolation](#) if you have suspected or confirmed COVID-19.
- Follow the recommendations for [what to do if you are exposed](#) to someone with COVID-19.
- If you are at [high risk of getting very sick](#), talk with a healthcare provider about additional prevention actions.



• Vaccinate

- Catch up on COVID-19 vaccines- we expect FDA authorization and CDC recommendations the week of September 11th for the new booster.
- Get the yearly flu vaccine in September or early October.
- Talking with your doctor if you are 60 years or older about whether the new RSV vaccine is recommended for you.
- Parents can also talk with their medical provider about a new monoclonal antibody for infants to protect against RSV.



• Test and Treat

- Having a supply of COVID-19 tests which are available for free at Buncombe County Health and Human Services at 40 Coxe Ave.
- You can also visit NCDHHS COVID-19 Home Test kit webpage to search for other locations near you.
- If you test positive for COVID-19 or have been exposed, you must continue to follow CDC guidelines for isolation and masking.
- If you test positive for COVID-19 or have symptoms of COVID-19 or the flu and are in a high-risk group, contact your healthcare provider who may prescribe medications to treat your illness.



- **Follow basic prevention measures**

- Wash your hands.
- Cover your nose and mouth if you cough or sneeze.
- Clean surfaces often.
- Stay home if you are sick.







Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 9/5/2023

New Business

Department: Strategic Partnerships

Presenter(s): Tyler Henry

Contact(s): Rachael Sawyer Nygaard, Strategic Partnerships Director

Subject: COVID Recovery Funding & Interlocal Agreement

Brief Summary:

COVID Recovery Funding

- Buncombe County has been awarded a total of \$50,733,290 in Coronavirus State and Local Fiscal Recovery Funds ("COVID Recovery Funding") via the American Rescue Plan Act (ARPA) for recovery from COVID-19 and its negative economic impacts.
- Commissioners have been awarding funds to projects on a rolling basis. Details about awards to date are available on www.buncombecounty.org/recoveryfunding.
- The final awards are anticipated to be approved at this meeting on September 5, 2023. Staff will establish written agreements in compliance with federal guidance for all projects once fully approved.

Interlocal Agreement

- The Asheville-Buncombe Homeless Initiative Advisory Committee ("HIAC"), a joint committee of the City and County that acts as an advisory body for the NC-501 Asheville-Buncombe Continuum of Care, a U.S. Department of Housing and Urban Development program, has undertaken a project to expand low-barrier shelter.
- HIAC, through a competitive bidding process, identified three organizations that can expand emergency shelter services to single adults and families with children for a cost of \$1.75 million which is recommended to be shared between Buncombe County and The City of Asheville.
- The City of Asheville is willing to administer the funds by establishing and monitoring contracts with shelter providers selected by HIAC: The Salvation Army of Asheville & Buncombe County; Safe Shelter (fiscal agent = Grace Episcopal Church); and Haywood Street Congregation.
- The Interlocal Agreement Buncombe County and The City of Asheville Expanding the Availability of Emergency Shelter Beds establishes the terms for the funding, including regular performance reporting.

Recommended Motions & Requested Actions:

1. Consider approval of changes to COVID Recovery Funding awards as listed:
 - Reduce COVID Contingency by \$1,013,116
 - Reduce Broadband by \$1,500,000
 - Increase Ferry Road by \$2,264,716
 - Establish new projects:
 - HIAC Shelter Support \$875,000
 - Housing/Shelter \$3,800,000
2. Consider approval of Resolution Authorizing the Execution of an Interlocal Agreement Between Buncombe County and The City of Asheville Expanding the Availability of Emergency Shelter Beds

County Manager's Comments & Recommendation: Recommends approval

RESOLUTION NO. 23-09-04

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN BUNCOMBE COUNTY AND THE CITY OF ASHEVILLE EXPANDING THE AVAILABILITY OF EMERGENCY SHELTER BEDS

- WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers;
- WHEREAS, the Asheville-Buncombe Homeless Initiative Advisory Committee ("HIAC"), a joint committee of the City and County that acts as an advisory body for the NC-501 Asheville-Buncombe Continuum of Care, a U.S. Department of Housing and Urban Development program, has requested that Buncombe County and the City of Asheville expand low-barrier shelter bed availability in Buncombe County;
- WHEREAS, HIAC, through a competitive bidding process, identified three organizations that can expand emergency shelter services to single adults and families with children;
- WHEREAS, Buncombe County and the City of Asheville have each pledged resources dedicated to securing the emergency shelter services identified by the HIAC and have agreed to work together to achieve HIAC's goal of expanding shelter beds availability in Buncombe County;
- WHEREAS, staff representing the County and the City have agreed to terms of a proposed Interlocal Agreement, a copy of which is attached hereto, to be effective September 15, 2023;
- WHEREAS, this Board of Commissioners is of the opinion that it is in the best interest of citizens and residents of Buncombe County to enter into this proposed Interlocal Agreement with the City of Asheville.

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

1. That the Chairman and the County Manager, or either of them, are hereby authorized to execute the attached Intergovernmental Agreement.
2. That this Resolution shall be effective upon its adoption.

Adopted this 5th day of September 2023.

COUNTY OF BUNCOMBE

BY: 
Avril Pinder, County Manager

APPROVED AS TO FORM


County Attorney

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN
BUNCOMBE COUNTY AND THE CITY OF ASHEVILLE

This INTERLOCAL AGREEMENT is made and entered into this ____ day of September, 2023, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina ("County") and the City of Asheville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina ("City");

WITNESSETH

WHEREAS, counties and cities may enter into joint undertakings as authorized by N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461, respectively;

WHEREAS, the Asheville-Buncombe Homeless Initiative Advisory Committee ("HIAC") is a joint committee of the City and County that acts as an advisory body for the NC-501 Asheville-Buncombe Continuum of Care, a U.S. Department of Housing and Urban Development program designed to guide and assist communities in effectively responding to and ending homelessness;

WHEREAS, the HIAC requested that the County and City expand low-barrier shelter bed capacity;

WHEREAS, the County received grant funding from the Coronavirus State Local Recovery Fund established under the American Rescue Plan Act of 2021, which may be used to provide emergency housing assistance;

WHEREAS, multiple shelter providers operate within the City limits and, through a competitive bidding process, the HIAC Shelter Work Group has selected three shelters ("subgrantees") to provide low-barrier shelter beds;

WHEREAS, the County and City both desire to enter into an interlocal agreement to fund the expansion of low barrier shelter bed capacity; and

WHEREAS, this interlocal agreement ("Agreement") establishes each party's commitment to fulfilling the HIAC's request to expand low-barrier shelter bed capacity and sets forth the responsibilities of each party in furtherance of that goal.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

- I. This Agreement shall be effective on September 15, 2023, and shall terminate on June 30, 2025.
- II. The County authorizes the City to negotiate on behalf of the County, the terms of the contracts with the subgrantees selected by the HIAC.
- III. Buncombe County shall have the following responsibilities:
 - a. Upon execution of this Agreement the County shall pay the City \$875,000.00 drawn from Coronavirus State Local Recovery Fund created under Section 603 of the American Rescue

Plan Act of 2021, Federal Award Identification Number SLFRP0314 to negotiate and contract with subgrantees who will provide emergency shelter services.

- b. Ensure appropriate usage of the funds by examining monthly reports (described in Section III(f)) submitted by the City to the County.

IV. City of Asheville shall have the following responsibilities:

- a. Co-invest funds in an amount equal to, or greater than, the County's contribution not to exceed \$875,000.00.
- b. Negotiate and contract with the Salvation Army, a nonprofit organization authorized and existing under the laws of the State of Georgia and authorized to conduct business in North Carolina, to provide the following shelter beds to single adults:
 - i. 45 existing beds
 - ii. 16 Code Purple beds
 - iii. 20 new beds
- c. Negotiate and contract with Grace Episcopal Church to provide the following emergency shelter through Safe Shelter:
 - i. 10 new beds for families with children
 - ii. 10 new beds for single adults
- d. Negotiate and contract with The Haywood Street Congregation, a North Carolina non-profit corporation, to provide 3 beds and onsite services from licensed medical, mental health, and substance use providers to respond to the needs of clinically acute single adults through the Haywood Street Respite, LLC.
- e. Monitor each subgrantee for compliance with recommendations from the National Alliance to End Homelessness, including Cultural Humility, Equity & Inclusion; Safe and Appropriate Diversion; Immediate and Low-Barrier Access; Person-Centered, Housing-Focused, Housing-First Approach, Data to Measure Performance, and Continuum of Care participation.
- f. Beginning in 2024, send quarterly reports to the County by the 25th of each reporting month (January, April, July, October) detailing the following information for the previous quarter:
 - i. Expenditures.
 - ii. Number of shelter bed nights provided, by type, by each subgrantee.
 - iii. Number of service recipients, defined as the unique number of individuals served by each subgrantee.
 - iv. Homeless Management Information System (HMIS) performance report, to include exit destination and length of stay for service recipients.
- g. Comply with all terms and conditions of the federal award as published by the U.S. Department of the Treasury, which are fully incorporated by reference into this Agreement, including but not limited to: Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, 2 CFR part 200, as required by the Assistance Listing (21.027).

- h. Return all unused funds to the County by July 31, 2025.
- V. All notices permitted or required to be given by one party to the other and all questions about the Agreement from party to the other shall be addressed to the Contract Administrators listed below. Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

County
Rachael Sawyer Nygaard
Strategic Partnership Director
200 College Street, Suite 343
Asheville, NC 28801
Office Tel. 828-250-6356
Rachael.Nygaard@buncombecounty.org

City
Kim Marmon-Saxe
Intergov. Funding Proj. Mgr.
PO Box 7148
Asheville, NC 28802
Office Tel. 828-232-451
kmarmon-saxe@ashevillenc.gov

- VI. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least sixty (60) days written notice. If this Agreement is terminated prior to June 30, 2025, the City shall return any unused funds contributed by the County to the County within thirty (30) days of the termination of the contract.
- VII. This Agreement contains all the covenants and representations between the parties with respect to the subject matter hereof. This Agreement may not be amended orally or by performance. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
- VIII. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and the City, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

County of Buncombe

City of Asheville

Avril Pinder, County Manager

Debra Campbell, City Manager



COVID Recovery Funding

Presented by



Overview

- Update on COVID Recovery Funding activities to date
- Review of amount remaining
- Requests for Board Action:
 1. Consider approval of proposed allocations
 2. Consider approval of Interlocal Agreement with The City of Asheville for shelter support funding



COVID Recovery Funding

- Direct, flexible funding from U.S. Treasury
- Funds to invest toward recovery from COVID-19 and its negative economic impacts

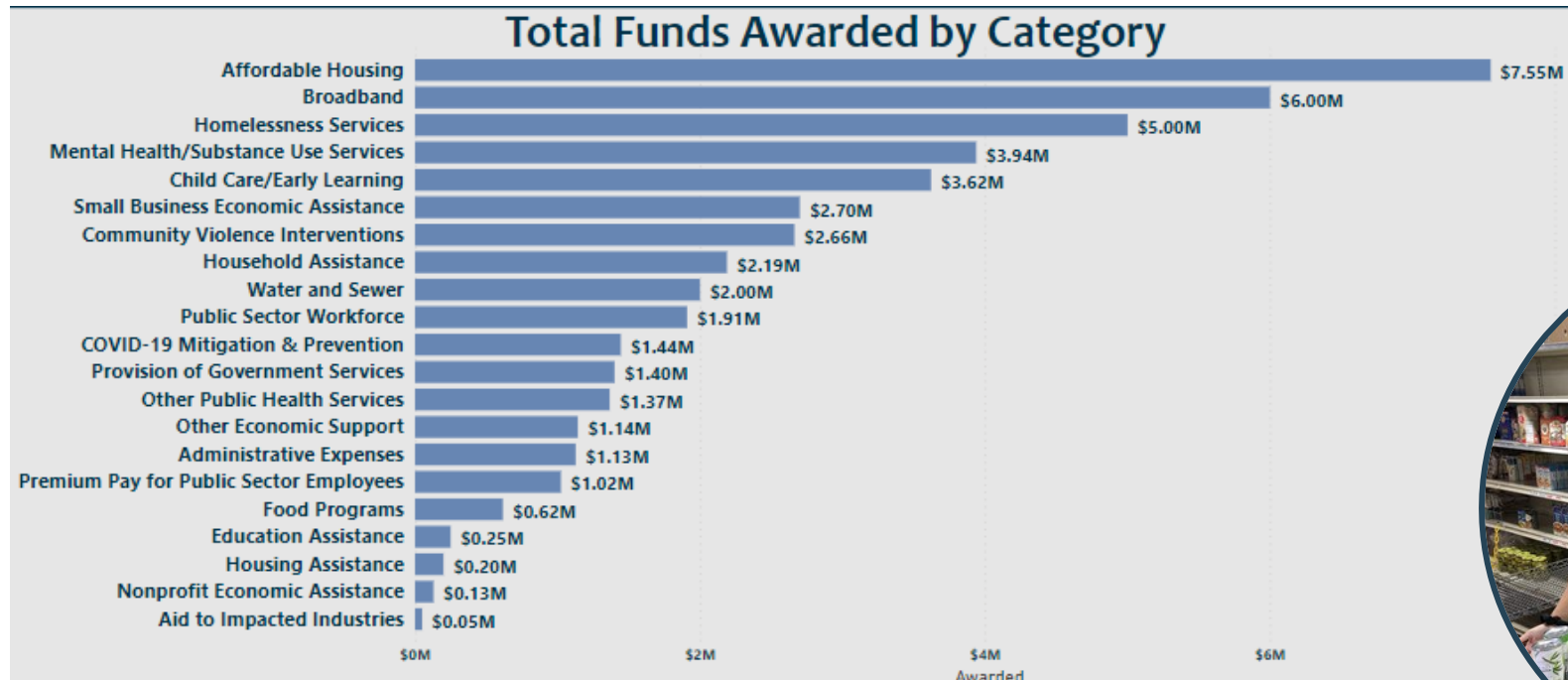


Rolling Awards to Date

Total allocated so far: \$46,306,690

Total number of projects: 49

Full details available at www.buncombecounty.org/recoveryfunding



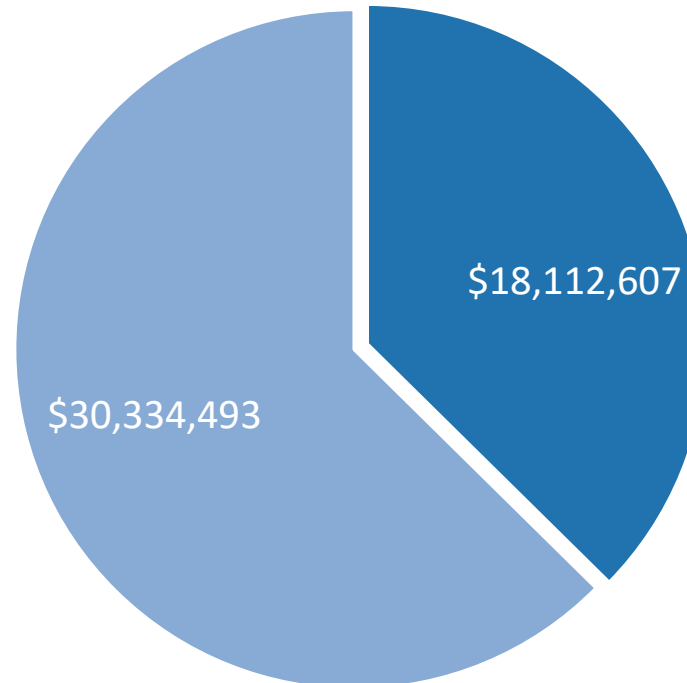
Current Project Breakdown

Allocation of Funds

■ Community Partner Led Projects

- 35 Total Projects
- 23% of Projects completed
- 63% of allocated funds

■ County Department Led Projects



- ArtsAVL - Creative Sector Recovery Grant
- Asheville Museum of Science (AMOS) – AMOS Recovery Plan
- Housing Authority – Chosen PODS Summer Camp
- Land of Sky Regional Council – Connecting All Communities
- Mountain BizWorks – One Buncombe Small Business Grants
- Verner Center for Early Learning – Supporting Early Head Start Families
- WNC AIDS Project – HVAC and Air Filtration System
- YTL Training Program – Closing the Gap and Building Resiliency
- Eblen Charities – Housing Stabilization Project

- COVID Vaccine Incentive
- COVID Vaccine Promotion
- COVID Vaccination Support
- Incentive for COVID Risk to Public Employees
- KN95 Masks for COVID Prevention
- Employee Retention Grant



Amount Remaining

\$50,733,290	Total Allocation
-\$46,306,690	Awards to Date
\$4,426,600	Remaining Amount Available

August 2021	\$11,309,495
November 2021	\$11,035,004
February 2022	\$749,000
May 2022	\$4,855,448
June 2022	\$50,000
July 2022	\$18,821,666
Returned Funds	(\$513,923)



Proposed Allocations

- COVID Contingency:
Reduce by \$1,013,116 and close the project
- Broadband Infrastructure Expansion:
Reduce by \$1,500,000
- + Ferry Road Infrastructure:
Increase by \$2,264,716
- + Homelessness Initiative Advisory Committee (HIAC) Shelter Support
New project for \$875,000
- + Housing/Shelter
New project for \$3,800,000

Proposed increases/allocations to these 3 projects total **\$6,939,716** which will fully allocate all available COVID Recovery Funding



Interlocal Agreement

- The Homeless Initiative Advisory Committee (HIAC) Shelter Support \$875,000 is part of an overall \$1.75 M request from HIAC to:
 - Buncombe County
 - The City of Asheville
- The City of Asheville is willing to administer the funds by establishing and monitoring contracts with shelter providers selected by HIAC:
 - The Salvation Army of Asheville & Buncombe County
 - Safe Shelter (fiscal agent = Grace Episcopal Church)
 - Haywood Street Congregation
- The draft interlocal agreement establishes the terms for the funding, including regular performance reporting



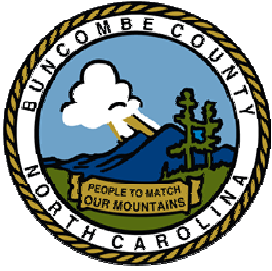
Requests for Board Action

1. Consider approval of changes to COVID Recovery Funding awards as listed:

- Reduce COVID Contingency by \$1,013,116
- Reduce Broadband Infrastructure Expansion by \$1,500,000
- Increase Ferry Road Infrastructure by \$2,264,716
- Establish new projects:
 - HIAC Shelter Support \$875,000
 - Housing/Shelter \$3,800,000

2. Consider approval of Resolution Authorizing the Execution of an Interlocal Agreement between Buncombe County and The City of Asheville Expanding the Availability of Emergency Shelter Beds





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: September 5, 2023

New Business

Department: Budget

Presenter(s): John Hudson, Budget

Contact(s): John Hudson, Budget

Subject: FY2023 Budget Carryforwards

Brief Summary: The attached ordinances provide information regarding departments that have requested FY2023 budgets in the amounts indicated to be carried forward into FY2024 for the following reasons: Purchases were made in FY2023 however due to shipping or vendor delays the products were not delivered prior to June 30, 2023; Services were obligated in FY2023 however were unable to be completed prior to June 30, 2023; Funding was identified to be carried over and placed in multi-year funds; 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 = \$4,947,181

911 Special Revenue Fund = \$82,256

Tax Reappraisal Fund = \$54,388

Mountain Mobility Special Revenue Fund = \$234,867

Solid Waste Enterprise Fund = \$136,763

Additionally of the funds carried forward from the General Fund, \$523,633 will be transferred to multi-year funds as follows:

\$187,211 to the Special Projects fund for Early Childhood Education

\$336,422 to the Grants fund for multi-year use of Adoption Promotion dollars.

Recommended Motion & Requested Action: Approve budget amendments

County Manager's Comments & Recommendation: County Manager recommends as presented

**BUNCOMBE COUNTY
BUDGET CARRYFORWARD ORDINANCE
FISCAL YEAR 2023-2024**

BE IT ORDAINED by the Board of County Commissioners of Buncombe County, North Carolina this the 5th day of September, 2023:

Section 1: The departments indicated below have requested FY2023 budgets in the amounts indicated to be carried forward into FY2024 for the following reasons:

Purchases were made in FY2023 however due to shipping or vendor delays the products were not delivered prior to June 30, 2023;

Services were obligated in FY2023 however were unable to be completed prior to June 30, 2023;

Funding was identified to be carried over and placed in multi-year funds;

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, 2023 and ending June 30, 2024:

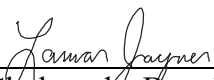
FUND:	APPROPRIATION	REVENUE
<i>General</i>		
Division of Social Services	(\$ 254,899)	
Economic Development	1,035,780	
Emergency Services	150,166	
Finance	40,000	
Fleet Services	2,422,757	
General Services	40,495	
Governing Body	30,400	
Human Resources	21,000	
Information Technology	600,055	
Interfund Transfers	523,633	
Public Safety Interoperability Partnership	27,152	
Public Safety Training Center	89,761	
Recreation Services	17,800	
Sheriff's Office	7,850	
Tax Assessment	195,231	
Total Appropriation	\$ 4,947,181	
Intergovernmental Revenue		\$20,280
Appropriated Fund Balance		4,926,901
Total Revenue		\$ 4,947,181

FUND	APPROPRIATION	REVENUE
<i>911 Special Revenue Fund:</i>		
911 Operations	\$ 82,256	
	\$ 82,256	
Appropriated Fund Balance		\$ 82,256
		\$ 82,256
<i>Tax Reappraisal Fund:</i>		
Tax Assessment	\$ 54,388	
	\$ 54,388	
Appropriated Fund Balance		\$ 54,388
		\$ 54,388
<i>Mountain Mobility Special Revenue Fund:</i>		
Transportation	\$ 234,867	
	\$ 234,867	
Intergovernmental Revenue		\$ 181,338
Appropriated Fund Balance		53,529
		\$ 234,867
<i>Solid Waste Enterprise Fund:</i>		
Solid Waste	\$ 136,763	
	\$ 136,763	
Appropriated Fund Balance		\$ 136,763
		\$ 136,763

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 5th day of September, 2023.

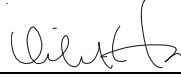
Attest:


Clerk to the Board

Buncombe County Board of Commissioners:


Brownie Newman, Chairman

Approval as to form:


Attorney

**BUNCOMBE COUNTY
BUDGET CARRYFORWARD ORDINANCE TO CAPITAL PROJECTS FUNDS
FISCAL YEAR 2023-2024**

BE IT ORDAINED by the Board of County Commissioners of Buncombe County, North Carolina this the 5th day of September, 2023:

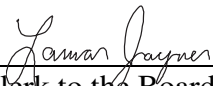
Section 1: The projects indicated below has requested FY2023 budgets in the amounts indicated to be carried forward into FY2024 for the following reasons:
Early Childhood Education funds were remaining and are being carried forward to a multi-year fund.
Adoption Promotion Program incentive funds are being carried forward to a multi-year fund. APP funds are used exclusively to enhance the adoption of services. Unspent funds are redistributed annually to ensure funds remain in accordance with NCGS 108A-50.2.
The following amounts are hereby appropriated and revenues estimated to be available in the Special Projects Fund for the operation of the County government and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

FUND	APPROPRIATION	REVENUE
<i>Special Projects Fund:</i>		
Early Childhood Education	\$187,211	
Total Project Appropriations	\$187,211	
Transfers from Other Funds		\$187,211
Total Revenue		\$187,211
FUND	APPROPRIATION	REVENUE
<i>Grant Projects Fund:</i>		
Adoption Promotion Program	\$336,422	
Total Project Appropriations	\$336,422	
Transfers from Other Funds		\$336,422
Total Revenue		\$336,422

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 5th day of September, 2023.

Attest:



Clerk to the Board

Buncombe County Board of Commissioners:



Brownie Newman, Chairman

Approval as to form:



Attorney