

Board of Commissioners' Agenda

April 6, 2021

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

Due to the COVID-19 pandemic, no public attendance will be permitted. The public will be able to watch the meeting via Facebook Live @Buncombegov.

Public Comment is taken at the beginning of the meeting.

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click [here](#) for details and instructions.

Call To Order

[▲top](#)

Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Consent Agenda [▲top](#)

- [Approval of March 16, 2021 Briefing Minutes](#)
- [Approval of March 16, 2021 Regular Meeting Minutes](#)
- [Tax Collection Report](#)
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department
 - [David Bishop](#)
 - [Todd Ernst](#)
 - [Dale DenOuden](#)
 - [Bobby Anders](#)
 - [Robin Hempel](#)
- [Request to Waive Occupancy Tax Penalty - The Lion & The Rose \(Carolina Dreamin' Inc.\)](#)
 - [More Information](#)
- [Budget Amendment for Sheriff Grants/Contributions](#)
 - [Ordinance](#)

- [Budget Amendment for Visit NC Farms App](#)
 - [Ordinance](#)
- [Budget Amendment for Moose Wilshire Stream Restoration/Hart Currie Preservation](#)
 - [Ordinance](#)
- [Budget Amendment for VW Settlement Grant](#)
 - [Ordinance](#)

Public Comment [▲top](#)

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click [here](#) for details and instructions.

Good News [▲top](#)

Presentations [▲top](#)

- [Child Abuse Awareness Prevention Proclamation](#)
 - [Proclamation](#)

Public Hearings [▲top](#)

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click [here](#) for details and instructions.

- [Systems Logistics Corporation](#)
 - [Resolution](#)
 - [Agreement](#)
 - [More Information](#)
- [COVID PTO Extension](#)
 - [Ordinance](#)

County Manager's Report [▲top](#)

Old Business [▲top](#)

- [Asheville City Schools DPI Facility Report](#)

- [Report](#)
 - [Vance Monument Cost Share Authorizaton & Budget Amendment](#)
 - [Ordinance](#)
 - [More Information](#)
-

New Business ▲top

- [Resolution of the for Buncombe County Board of Commissioners Authorizing Continuing Contracts for Construction of Certain Security Upgrades of Buncombe County School Facilities](#)
 - [Resolution](#)
 - [Local Fiscal Recovery Fund Administration](#)
 - [Introduction & First Reading of Ordinance Prohibiting Discrimination in Employment and Public Accommodations](#)
 - [Ordinance](#)
 - [Public Attendance at Commissioner Meetings](#)
 - [More Information](#)
-

Board Appointments ▲top

- [Early Childhood Education and Development Committee](#)
- Juvenile Crime Prevention Council
 - Eric Robinson
- Mountain Area Workforce Development Board
 - Samantha Cole
- Library Board
 - Sherree Turcott
 - Brandon Mays
 - Lee Ann Smith
 - Christy Ammerman
 - Jennifer Lamb
 - Raymond Griffin
 - Selena Mau
 - Chaka-Khan Gordon
 - Debra Maddox

Announcements [▲top](#)

- April 20 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- April 20 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.
- April 22 @ 1:30 p.m. - Commissioners' Budget Work Session at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

[▲top](#)

Adjournment

[▲top](#)

**MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF APRIL 6, 2021 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on April 6, 2021, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Donald Warn, Finance Director; Jennifer Barnette, Budget Director; Jennifer Pike, Tax Collector; Tim Love, Intergovernmental Relations; Jeremiah LeRoy, Sustainability; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney;

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Pressley motioned to approve the Consent Agenda as presented and the remainder of the agenda.

Commissioner Beach-Ferrara seconded and the motion passed 7-0.

- Approval of March 16, 2021 Briefing Minutes
- Approval of March 16, 2021 Regular Meeting Minutes
- Tax Collection Report
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department
 - David Bishop
 - Todd Ernst
 - Dale DenOuden
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- Request to Waive Occupancy Tax Penalty - The Lion & The Rose (Carolina Dreamin' Inc.)
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- Budget Amendment for Sheriff Grants/Contributions
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 - Ordinance
- Budget Amendment for VW Settlement Grant
 - Ordinance

PUBLIC COMMENT

Avital Li expressed her support for land conservation funding and its importance to the community and our food supply.

Bob Machen, Deana Gasperson, Eva Steward, Grant Millin, John Grant, John Hoerner, Karen Hoerner, and Ronald Gates expressed opposition for the non-discrimination ordinance due to lack of transparency, effects on small business owners and personal freedoms.

Don Yelton expressed his issues with how the removal of the Vance Monument is being handled.

PRESENTATIONS

- **Child Abuse Awareness Prevention Proclamation**

Commissioner Edwards read and presented the proclamation to Drew Shelfer and Leslie Savarese of Health and Human Services.

PUBLIC HEARINGS

- **Systems Logistics Corporation**

Tim Love, Intergovernmental Relations, and Stefano Vitale, Systems Logistics Corporation (SLC), explained the plan for the company to expand its existing facility in Arden, invest \$3 million in capital expenditures, and create 47 new jobs averaging \$32.17 per hour. In accordance with the Economic Development Policy, SLC is eligible for a one-time incentive of \$100,000.00 based on capital investment and job creation targets.

The Chairman opened the hearing at 5:59 p.m.

The hearing was closed at 6:00 p.m.

Vice Chair Whitesides moved to approve the resolution for approval of the incentive and the economic development agreement. Commissioner Edwards seconded the motion and it passed 7-0.

- **COVID PTO Extension**

Michael Frue, Senior Staff Attorney, explained that this amendment to the Personnel Ordinance will allow employees awarded COVID Paid Time Off to use this leave by June 30, 2022.

The Chairman opened the hearing at 6:02 p.m.

The hearing was closed at 6:03 p.m.

Commissioner Edwards moved to approve the ordinance amendment. Commissioner Sloan seconded the motion and it passed 7-0.

OLD BUSINESS

- **Asheville City Schools DPI Facility Report**

Shane Cassida, Assistant Superintendent - Auxiliary Services, provided an update to the Board on the facility needs survey report and answered questions related to closing the Asheville Primary School and student displacement. No action was needed or taken on the agenda item.

- **Vance Monument Cost Share Authorizat on & Budget Amendment**

DK Wesley, Assistant County Manager, reviewed the timeline of the consideration regarding the removal, relocation or repurposing of the Vance Monument. The City of Asheville decided to move forward with the removal and demolition of the Vance Monument. The visioning effort for future repurposing of the site is estimated to cost up to \$70K. Accordingly, and in line with the Board's intent to partner on this effort, this is a request to share the cost of and provide for the visioning effort in the form of a reimbursement to the City of Asheville at an amount not to exceed \$35,000 (50% of the total estimated cost of the visioning effort).

Commissioner Beach-Ferrara moved to authorize the County Manager to execute a cost-share arrangement and approve the budget amendment to appropriate \$35K from the General Fund to fund balance. Commissioner Edwards seconded the motion and it passed 6-1. (NOES-Pressley)

NEW BUSINESS

- **Resolution of the for Buncombe County Board of Commissioners Authorizing Continuing Contracts for Construction of Certain Security Upgrades of Buncombe County School Facilities**

Michael Frue, Senior Staff Attorney, and John Henning, Buncombe County Schools, provided an overview of the contracts that will continue the funding for school security projects that will not be completed in any one fiscal year. The approval of the resolution does not mean the County is ceding its role in controlling the funding of any larger projects. If projects are paid for out of Article 39, Lottery Funds, or General County appropriations, such projects still have to come before this Board through the appropriate channels to be approved/funded.

Commissioner Sloan moved to approve the resolution as presented. Vice Chair Whitesides seconded the motion and it passed 7-0.

- **Local Fiscal Recovery Fund Administration**

Don Warn, Finance Director, explained that in order to administer the Local Fiscal Recovery funds effectively, the County is requesting three administrative positions (Strategic Partnership Business Officers) to sit in the Strategic Partnerships department.

Commissioner Beach-Ferrara moved to approve the three positions. Commissioner Sloan seconded the motion and it passed 7-0.

- **Introduction & First Reading of Ordinance Prohibiting Discrimination in Employment and Public Accommodations**

Commissioners Beach-Ferrara and Sloan provided an update and timeline of the process for the consideration of the ordinance. The Commissioners continued the discussion on the subject and the ordinance is scheduled to be presented at the April 20, 2021 regular meeting. No action was taken on this agenda item.

- **Public Attendance at Commissioner Meetings**

The Board weighed the staff's consideration of the process of allowing public attendance at Commissioner meetings. Commissioner Pressley moved to allow only public comments in-person and virtually starting during the first regular meeting on May 4, 2021 and to allow only public comments in-person starting during the first regular meeting on June 1, 2021 all with consideration of public health guidance. Vice Chair Whitesides seconded the motion and it passed 7-0.

BOARD APPOINTMENTS

- **Early Childhood Education and Development Committee**

Commissioner Wells moved ratify and affirm the appointment date and initial term of the Early Childhood Committee member as indicated below. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

<u>Name</u>	<u>Appointment</u>	<u>Term Expires</u>
• Leslie Anderson	4/2/2019	6/30/2022

Chairman Newman moved to reappoint **Eric Robinson** (community member) to the **Juvenile Crime Prevention Council**. Commissioner Edwards seconded and the motion passed 7-0.

Chairman Newman moved to appoint **Samantha Cole** (economic development) to the **Mountain Area Workforce Development Board**. Commissioner Sloan seconded and the motion passed 7-0.

Commissioner Sloan moved to appoint **Sherree Turcott** (District 1), **Brandon Mays** (District 2), and **Lee Ann Smith** (District 3) to the **Library Board**. Commissioner Wells seconded and the motion passed 7-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *April 20 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *April 20 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*
- *April 22 @ 1:30 p.m. - Commissioners' Budget Work Session at 200 College Street, Room 326 in downtown Asheville.*

Commissioner Sloan moved to go into closed session pursuant to NCGS 143-318.11(a) (5) to hear contract or lease matters with no possible action anticipated following the closed session. Commissioner Edwards seconded and the motion passed 7-0.

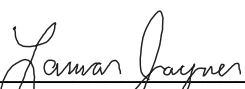
CLOSED SESSION

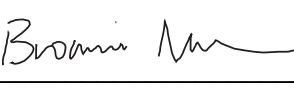
The Board heard the update and had discussion regarding the previously mentioned contract or lease matters. No action was taken.

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

Commissioner Edwards moved to adjourn the meeting. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

The meeting was adjourned at 7:40 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 February 2021 Tax Collection Report

BRIEF SUMMARY:

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

As of February 28, 2021, the total levy billed for fiscal year 2021 is 97.88% collected, as compared to 97.81% for fiscal year 2020. At our rate of collections, we expect to meet the Current Year Ad Valorem budgeted amount.

The personal property category is made up of both Business Personal Property (BPP) and Individual Personal Property (IPP). The percentage collected for IPP of 69.98% is significantly below the collected percentage of 80.22% as of the same time last year, due to the significant amount of MV registration gap tax outstanding.

Below is Buncombe County year to date reporting for fiscal year 2021, as of February 28, 2021.

Current Year Collections

Fiscal Year 2021	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 14,513,880.88	\$ 5,494,569.01	\$ 184,236,136.46	\$ 9,477,668.08	\$ 213,722,254.43
Amount Collected	\$ 13,902,021.50	\$ 5,491,235.07	\$ 180,239,521.69	\$ 9,409,853.17	\$ 209,042,631.43
Unpaid Balance	\$ 611,859.38	\$ 3,333.94	\$ 3,996,614.77	\$ 67,814.91	\$ 4,679,623.00
Interest Collected	\$ 16,219.76	\$ 329.00	\$ 217,523.82	\$ 46,595.84	\$ 280,668.42
FY21 Collection %	95.78%	99.94%	97.83%	99.28%	97.81%
FY20 Collection %	96.75%	100.00%	97.82%	99.52%	97.88%

Total fiscal year 2021 year to date collections, property tax and interest

\$ 209,323,299.85

Prior Year Collections

Prior Years 2011-2020	Personal Property	Real Estate	Total
Amount Collected	\$ 74,554.51	\$ 531,337.86	\$ 605,892.37
Interest Collected	\$ 6,499.12	\$ 48,977.06	\$ 55,476.18

Total prior year collections, fiscal year to date

\$ 661,368.55

*Total property tax released February 2021 due to taxable value adjustments

\$ 11,935.61

*Total refunds processed February 2021

\$ 170,686.11

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

RESOLUTION #21-04-01

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

- WHEREAS, David Bishop is retiring from the Buncombe County Sheriff's Office after 24 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number RSV159, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

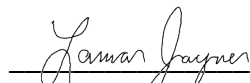
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

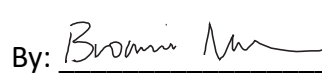
This the 6th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney

RESOLUTION #21-04-02

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

- WHEREAS, Todd Ernst is retiring from the Buncombe County Sheriff's Office after 20 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number SNW652, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

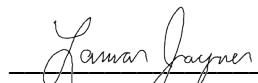
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

This the 6th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

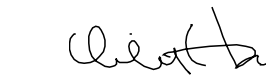


Lamar Joyner, Clerk

By: 

Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney

RESOLUTION #21-04-03

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

WHEREAS, Dale DenOuden is retiring from the Buncombe County Sheriff's Office after 28 years of service; and

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

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

WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number BEPX007, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

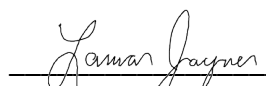
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

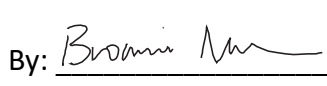
This the 6th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney

RESOLUTION #21-04-04

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

- WHEREAS, Bobby Anders is retiring from the Buncombe County Sheriff's Office after 16 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number RSV152, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

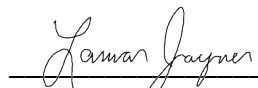
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

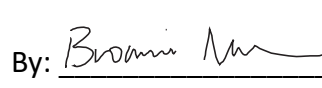
This the 6th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney

RESOLUTION #21-04-05

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

- WHEREAS, Robin Hempel is retiring from the Buncombe County Sheriff's Office after 20 years of service; and
- WHEREAS, N.C. Gen. Stat. § 20-187.2 authorizes boards of county commissioners to award to a retiring member of a law-enforcement agency with countywide jurisdiction, such as a sheriff's office, or surviving relatives of such a member, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired.
- WHEREAS, it is the practice of this Board to provide a member of the Buncombe County Sheriff's Office who retires through the North Carolina Local Government Retirement System with ten (10) or more years of service with said Office, or who retires due to medical disability, and who meets the qualifications of N.C. Gen. Stat. § 20-187.2, with the service side arm used by the member at the time of the member's retirement at a price of zero (\$0) dollars; and
- WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number ZEY242, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

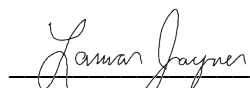
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2. That the County Manager or her designee is authorized to undertake any action(s) necessary to transfer the service side arm described above to the individual named above.
3. That this resolution shall become effective upon its adoption.

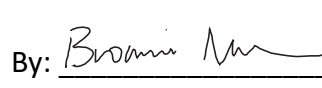
This the 6th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chair

APPROVED AS TO FORM



County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

Consent Agenda

Department: TAX COLLECTIONS

Presenter(s): JENNIFER PIKE

Contact(s): JENNIFER PIKE

**Subject: REQUEST TO WAIVE OCCUPANCY TAX PENALTY – THE LION & THE ROSE
(CAROLINA DREAMIN' INC)**

Brief Summary:

The Lion & the Rose (Carolina Dreamin' Inc) has requested a waiver of Occupancy Tax penalty. Occupancy Tax for The Lion & the Rose (Carolina Dreamin' Inc) was due January 20, 2021 and paid January 21, 2021, due to being out of town with no internet access. The late payment resulted in a penalty assessed in the amount of \$157.46. A two-step process is required for granting a penalty waiver, approval by both the Buncombe County Tourism Development Authority (BCTDA) and Buncombe County Board of Commissioners. BCTDA has granted waiver authority to Victoria Isley for penalty amounts of less than \$500.00. Victoria Isley approved the penalty waiver. Following approval of the penalty waiver by the Buncombe County Board of Commissioners the penalty amount due of \$157.46 will be refunded to The Lion & the Rose (Carolina Dreamin' Inc).

Recommended Motion & Requested Action:

Approval of occupancy tax penalty waiver for The Lion & the Rose (Carolina Dreamin' Inc).

County Manager's comments and Recommendation:

Recommends approval.

Explore ASHEVILLE

Buncombe County Tourism Development Authority

Buncombe County Tourism Development Authority
A Joint Meeting of the Public Authority and Nonprofit Corporation

Via Zoom Webinar due to the COVID-19 Pandemic/State of Emergency

Excerpts from the Virtual Board Meeting Minutes
Wednesday, February 24, 2021

Present (Voting): Himanshu Karvir, Chair; Gary Froeba, Vice Chair; Leah Ashburn, Andrew Celwyn, Brenda Durden, John Luckett, John McKibbon, Kathleen Mosher, James Poole

Absent (Voting): None

Present (Ex-Officio): Asheville City Councilmember Sandra Kilgore
Buncombe County Commissioner Robert Pressley

Absent (Ex-Officio): None

CVB Staff: Victoria Isley, Marla Tambellini, Dianna Pierce, Pat Kappes, Jonna Sampson, Daniel Bradley

BC Finance: Don Warn, Buncombe County/BCTDA Fiscal Agent

Legal Counsel: Sabrina Rockoff, McGuire, Wood & Bisette

Agency: Ashley Keetle, 360i

Online Attendees: Glenn Cox, Kathryn Dewey, Hannah Dosa, Connie Holliday, Josh Jones, Jennifer Kass-Green, Sarah Lowery, Kathi Petersen, Tina Porter, Glenn Ramey, Charlie Reed, Whitney Smith, Jason Tarr, Landis Taylor, Nicole Will; Explore Asheville Staff
Kelsey Ann Bassel, Meghan Jackson, Emery Morris, Susan Neikirk, Nick Smart; 360i
Kit Cramer, Asheville Area Chamber of Commerce
Jane Anderson, Asheville Independent Restaurant Association
Bob Michel, Asheville Homestay Network
Tina Kinsey, Asheville Regional Airport
Chip Craig, John Ellis, Jim Muth; Past BCTDA Board Members
Timothy Love, Buncombe County
Rick Bell, Engadine Inn & Cabins/Asheville B&B Association
Chris Corl, Harrah's Cherokee Center Asheville
Katie Cornell, Asheville Area Arts Council
Leah Rainis, Asheville Brewers Alliance
Ed Manning, Leadership Asheville
Anthony Bennett, RedSky Strategy
Jason Sandford, Ashvegas
Daniel Walton, Mountain Xpress
WLOS News
Sunshine Request

Additional tourism industry partners and members of the public registered in advance and viewed the online meeting.

Financial Reports

Penalty Waiver Update for The Lion & The Rose

Ms. Isley said a penalty waiver request, in the amount of \$157.46, was received from Mr. & Mrs. Steve Wilson, owners of The Lion & The Rose Bed and Breakfast/Carolina Dreamin' Inc. She noted the payment for December occupancy taxes was one day late due to the owners being out of town with no internet access and the Buncombe County Tax Department has verified that this was the property's first late offense.

Ms. Isley said the BCTDA previously gave authority to Explore Asheville's President & CEO to approve penalty waiver requests if the amount was \$500 or less and it was property's first late offense without bringing before the board. She noted this request met that criteria and she has approved the penalty to be passed on to the Buncombe County Board of Commissioners in the second of the two-step process. The request will be considered by the Commissioners on April 6, 2021.

Respectfully submitted,



Jonna Sampson, Executive Operations Manager



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

Consent Agenda

Department:

Budget

Presenter(s):

Jennifer Barnette, Budget

Contact(s):

Sheriff Quentin Miller
Michele Robinson, BCSO

Subject:

Sheriff Grants/Contributions

Brief Summary:

The Sheriff's Office receives grants and contributions to support its operations from various community partners or individual donors. These funds are accounted for in the Buncombe County Grants Fund. This amendment budgets \$38,799 in funds received between December 21, 2019, and February 28, 2021.

Funding has been received from various sources, including:

- \$14,320 for the purchase of K-9 training equipment and other K-9 needs
- \$5,285 raised through the Walmart Fundraising Drive to purchase Christmas items for children in need and local womens shelters

Previous uses of these funds have included:

- OnTrack summer program for middle school students
- Catered lunch for officers and staff working on Christmas day
- Gifts to Black Mountain Children's Home & funding for holiday party
- Donations to the Cailynne Burrell Child Crisis Center & Helpmate

No county dollars are required.

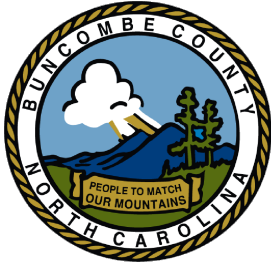
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #21-04-06



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: April 6, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 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 FY 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of April, 2021.

Grant Name: Sheriff Grants/Contributions

Description:

The Sheriff's Office receives grants and contributions to support its operations from various community partners or individual donors. These funds are accounted for in the Buncombe County Grants Fund. This amendment budgets \$38,799 in funds received between December 21, 2019, and February 28, 2021. Funding has been received from various sources, including:

- \$14,320 for the purchase of K-9 training equipment and other K-9 needs
- \$5,285 raised through the Walmart Fundraising Drive to purchase Christmas items for children in need and local womens shelters

Previous uses of these funds have included:

- OnTrack summer program for middle school students
- Catered lunch for officers and staff working on Christmas day
- Gifts to Black Mountain Children's Home & funding for holiday party
- Donations to the Cailynne Burrell Child Crisis Center & Helpmate

No county dollars are required.

Funding Source:

Grants and contributions from various community partners or individuals.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 327 - Sheriff Grants/Contributions - 4102:Grant Revenue	\$ 38,799	
Fund 327 - Sheriff Grants/Contributions - Expenditures		\$ 38,799
TOTAL	\$ 38,799	\$ 38,799

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: 4/6/2021

Consent Agenda

Department:

Budget

Presenter(s):

Jennifer Barnette, Budget

Contact(s):

Jennifer Harrison, Agriculture & Land Resources Director
Ariel Zijp, Farmland Preservation Coordinator

Subject:

Visit NC Farms App

Brief Summary:

Agriculture & Land Resources has received \$8,300 to fund the Visit NC Farms App. The app is a statewide agritourism application created by the NC Department of Agriculture (NCDA) and funded individually by each county in NC. These funds will add Buncombe County content to the statewide app and support agricultural operations throughout the county.

The \$8,000 revenue includes \$4,250 from NCDA to cover marketing materials and initial app startup costs, \$800 from the Buncombe Farm Bureau nonprofit board to fund a summer intern to help launch the app, and \$3,250 from Buncombe Farm Bureau Insurance to fund remaining expenses. No new county dollars are required.

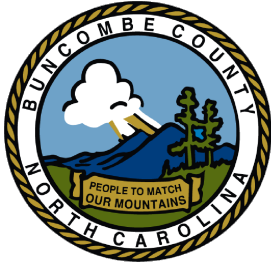
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #21-04-07



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: April 6, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of April, 2021.

Requesting Department: Agriculture & Land Resources

Budget Amendment Item: Visit NC Farms App

Description:

Agriculture & Land Resources has received \$8,300 to fund the Visit NC Farms App. The app is a statewide agritourism application created by the NC Department of Agriculture (NCDCA) and funded individually by each county in NC. These funds will add Buncombe County content to the statewide app and support agricultural operations throughout the county.

The \$8,000 revenue includes \$4,250 from NCDCA to cover marketing materials and initial app startup costs, \$800 from the Buncombe Farm Bureau nonprofit board to fund a summer intern to help launch the app, and \$3,250 from Buncombe Farm Bureau Insurance to fund remaining expenses. No new county dollars are required.

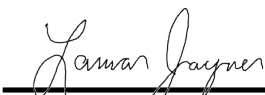
Funding Source:

\$4,250 from the NC Department of Agriculture (NCDCA), \$800 from the Buncombe Farm Bureau nonprofit board, and \$3,250 from Buncombe Farm Bureau Insurance

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - 4150:Miscellaneous Revenue - Donations	\$ 4,050	
Fund 100 - 4210:Restricted Intergovernmental	\$ 4,250	
Fund 100 - Expenditures		\$ 8,300
TOTAL	\$ 8,300	\$ 8,300

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: 4/6/2021

Consent Agenda

Department:

Budget

Presenter(s):

Jennifer Barnette, Budget

Contact(s):

Jennifer Harrison, Ag & Land
Jennifer Barnette, Budget

Subject:

Moose Wilshire Stream Restoration/Hart Currie Preservation

Brief Summary:

The Moose Wilshire Stream Restoration project required several land owners to agree to the conservation easement restrictions. Unfortunately, one party sold their land while another chose not to join the easement. Therefore, the easement could not be executed.

The unused funds (\$13,200) will be repurposed for the Hart/Currie Preservation. Hart/Currie is a diverse property including cropland and forest and was therefore divided further to maximize USDA and NCDA funding. This necessitated additional survey work that has increased transaction costs.

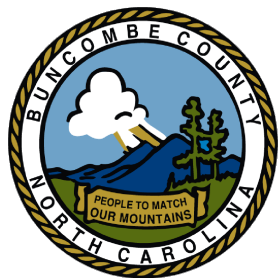
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #21-04-08



BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: April 6, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 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 FY 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of April, 2021.

Project Name: Moose Wilshire Stream Restoration/Hart Currie Preservation

Project Description:

The Moose Wilshire Stream Restoration project required several land owners to agree to the conservation easement restrictions. Unfortunately, one party sold their land while another chose not to join the easement. Therefore, the easement could not be executed.

The unused funds will be repurposed for the Hart/Currie Preservation. Hart/Currie is a diverse property including cropland and forest and was therefore divided further to maximize USDA and NCDA funding. This necessitated additional survey work that has increased transaction costs.

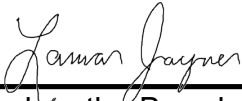
Funding Source:

None - funds will be moved from one project to another.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Moose Wilshire Stream Restoration	\$ (13,200)	\$ (13,200)
Hart/Currie Preservation	\$ 13,200	\$ 13,200
TOTAL	\$ -	\$ -

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: 4/6/2021

Consent Agenda

Department: Sustainability

Presenter(s): Jeremiah LeRoy

Contact(s): jeremiah.leroy@buncombecounty.org

Subject: Volkswagen Settlement Grant

Brief Summary:

As part of a lawsuit settlement for falsifying their vehicle emissions data, the Volkswagen Corporation was ordered to provide funding for the creation of electric vehicle infrastructure across the nation. In North Carolina, this funding is being allocated allocated through a grant process by the Dept. of Environmental Quality.

To continue to support the County's strategic goal of reducing greenhouse gas emissions, the County Office of Sustainability has applied for and received an award to add four (4) additional electric vehicle charging stations to the County parking garage on College St. These stations will be accessible to the public 24/7. Increased electricity consumption could cost an estimated additional \$1,200 to \$3,600 annually depending on usage. The total project costs is approximately \$26,926. The award is for \$20,000 and the remaining funds will be covered by existing funds in the Sustainability Office's budget.

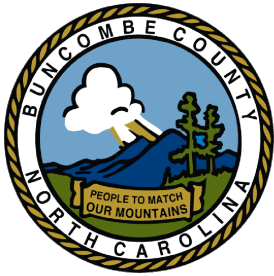
Recommended Motion & Requested Action:

Approve Budget Amendment

County Manager's comments and Recommendation:

County Manager recommends as presented

ORDINANCE #21-04-09



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: April 6, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of April, 2021.

Requesting Department: Sustainability
Budget Amendment Item: VW Settlement Grant

Description:

As part of a lawsuit settlement for falsifying their vehicle emissions data, the Volkswagen Corporation was ordered to provide funding for the creation of electric vehicle infrastructure across the nation. In North Carolina, this funding is being allocated through a grant process by the Dept. of Environmental Quality.

To continue to support the County's strategic goal of reducing greenhouse gas emissions, the County Office of Sustainability has applied for and received an award to add four (4) additional electric vehicle charging stations to the County parking garage on College St. These stations will be publicly available 24/7. The total project costs is approximately \$26,926. The award is for \$20,000 and the remaining funds will be covered by existing funds in the Sustainability Office's budget.

Funding Source:

North Carolina Department of Environmental Quality - \$20,000

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - Sustainability - 4210: Restricted Intergovernmental	\$ 20,000	
Fund 100 - Sustainability - VW Settlement		\$ 20,000
TOTAL	\$ 20,000.00	\$ 20,000.00

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: 4/6/2021

Presentations

Department: HHS

Presenter(s): Rebecca Smith / Stoney Blevins

Contact(s): Stacey Wood / Rebecca Smith

Subject: Child Abuse Awareness Prevention Proclamation

Brief Summary: Recognition of the serious issue of child abuse and neglect in Buncombe County. Partnering with Mountain Child Advocacy Center to raise awareness and recognize the 2020 Children's Champion Award winner.

County of Buncombe
Proclamation
of

Child Abuse Prevention Month

- Whereas,** children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;
- Whereas,** all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;
- Whereas,** child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;
- Whereas,** communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;
- Whereas,** effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;
- Whereas,** it is vital that we join forces with the Child Protection Team of Buncombe County and Mountain Child Advocacy Center, Inc. to reach out to parents and children to prevent child sexual abuse and neglect and to strengthen families and children who have experienced abuse.

Now, Therefore, Be It Proclaimed by the Board of Commissioners for the County of Buncombe as follows:

1. That the month of April 2021 be proclaimed

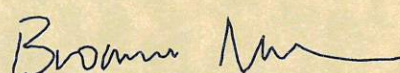
CHILD ABUSE PREVENTION MONTH

in Buncombe County.

2. That this Board does hereby call upon every citizen to join the child protection organizations, groups, and individuals in observance of the month with appropriate programs and activities.
3. That this proclamation be effective upon its adoption.

Adopted this 6th day of April, 2021.

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Brownie Newman, Chairman



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

Public Hearings

Department: Economic Development

Presenter(s): Timothy Love & Stefano Vitale

Contact(s): Timothy Love

Subject: Systems Logistics Corporation Economic Development Agreement

Brief Summary:

On January 11, 2021, Systems Logistics Corporation (SLC) announced its plans to expand at its existing facility in Arden, North Carolina. SLC is a supplier of intra-logistics and material handling solutions for warehouses, distribution centers with a special focus on the food and beverage industry. SLC plans to invest \$3.0M in capital expenditures and create 47 new jobs averaging \$32.17 per hour.

Prior to the 2021 expansion announcement, SLC requested, and the County agreed, subject to formal approval by the Board of Commissioners at a Public Hearing, to provide economic development incentives to induce the Company to make capital investments and create jobs in Buncombe County. Per the Buncombe County Economic Development Policy, SLC is eligible for a one-time incentive of \$100,000.00 based on capital investment and job creation targets.

Our staff have analyzed the economic impact of the expansion project, drafted an Economic Development Agreement (EDA) between SLC and Buncombe County, and are requesting your formal approval for the incentive grant.

Recommended Motion & Requested Action:

Conduct Public Hearing and approve the following:

1. Economic Development incentive for SLC
2. Economic Development Agreement between SLC and Buncombe County

County Manager's comments and Recommendation:

Approve as presented.

Resolution #: 21-04-10

RESOLUTION AUTHORIZING BUNCOMBE COUNTY TO PAY ECONOMIC DEVELOPMENT INCENTIVES AND
TO SIGN ECONOMIC DEVELOPMENT AGREEMENT

WHEREAS, System Logistics Corporation, a Delaware corporation authorized to do business and doing business in the State of North Carolina (hereinafter sometimes "SLC") is a leading global supplier of innovative intra-logistics and material handling solutions for the warehouses, distribution centers, and manufacturing operations worldwide who are looking to optimize their supply chain. With a special focus on the Food & Beverage industry, System Logistics develops tailor made solutions of automated storage and picking for their customers, which include stacker cranes, material handling, software and services;

WHEREAS, SLC currently employs 124 employees at its manufacturing facility located at 115 Vista Blvd, Arden, NC 28704 ("Facility");

WHEREAS, SLC desires to expand the Facility by investing three million dollars (\$3,000,000.00), creating 47 new full time project related jobs that pay an average wage of Sixty-Six Thousands Nine Hundred Fourteen and 89/100 (\$66,914.89) not including benefits ("Project"), and purchasing its current facility for eight million two hundred thousand dollars (\$8,200,000.00);

WHEREAS, SLC will pay these new Full-Time Project Related Jobs an average of \$32.17 per hour not including benefits;

WHEREAS, SLC requested that the County provide economic development incentives to induce it to make these capital investments for the Project and for the creation of these new full time project related jobs at the Facility;

WHEREAS, SLC informed the County that if the County did not promise such economic development incentives, then SLC may not complete the Project;

WHEREAS, in exchange for the capital investment in new construction and improvements to real property and 47 new full time jobs as described above, the County proposes to pay SLC a grant in the amount of \$100,000.00 to be paid once its Performance Commitments are met;

WHEREAS, confirmations of the capital investment and improvements will be determined by the Buncombe County Tax Department and jobs and wages will be confirmed by the figures shown on filings by SLC with the N.C. Employment Security Commission as to unemployment compensation taxes;

WHEREAS, the new assessed tax values resulting from capital improvements as described above will bring as consideration for the grant payment tax revenues following completion estimated at \$182,000.00 over the first five (5) years;

WHEREAS, SLC's expansion Project, in addition to bringing the jobs described above, will produce revenue for local businesses and the County due to the employment of individuals and the

spending by SLC and those new employees, which will increase employment and business prospects as well as to provide further economic benefits to the County and local businesses;

WHEREAS, this Board hereby determines that this level of investment and jobs creation enhances the County's property tax base and increase the County's property tax revenues as it will increase the County population, taxable property, employment, industrial output and the overall business prospects of the County;

WHEREAS, pursuant to the provisions of North Carolina General Statutes §158-7.1, this Board of Commissioners deems it desirable and in the best interests of the County and its businesses and residents to offer certain economic development incentives to SLC and to enter into an Economic Development Agreement ("EDA") with SLC; and

WHEREAS, this Board of Commissioners has organized and approved the holding of a public hearing, at the Board's April 6, 2021 regular meeting, to discuss and approve these economic development incentives to SLC and authorize the entering into of an EDA.

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

1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.
2. This Board of Commissioners approves appropriating and spending from the County's general fund amounts to make a cash grant in the total amount of not to exceed One Hundred Thousand and No/100 (\$100,000.00) to be paid once its Performance Commitments are met, such amounts and payment schedule being more specifically described in the EDA attached to this Resolution as Exhibit A.
3. That this Board finds and determines that such appropriation and SLC's investment for the expansion of its operations as described above increases the County's property tax base and increases the County's property tax revenues.
4. To implement these incentives, the Board of Commissioners hereby ratifies and approves the attached Economic Development Agreement and authorizes the Chairman of the Board of Commissioners and the County Manager, or either of them, to take all actions necessary to implement the actions and grants required by that Agreement.
5. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.
6. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the

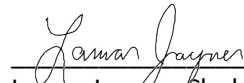
purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

7. Any prior resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.
8. This Resolution is effective upon its adoption.

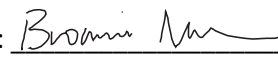
This the 6th of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

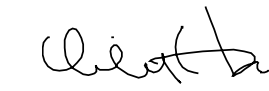


Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

SYSTEM LOGISTICS CORPORATION

and

BUNCOMBE COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

Dated as of April __, 2021

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT ("**Agreement**") is dated as of ____ day of April, 2021 ("**Effective Date**"), and is between **System Logistics Corporation**, a North Carolina limited liability company (hereinafter sometimes collectively referred to as "**SLC**"), and **BUNCOMBE COUNTY**, a public body politic and a political subdivision of the State of North Carolina ("**County**").

RECITALS:

- WHEREAS, SLC is a leading global supplier of innovative intra-logistics and material handling solutions for the warehouses, distribution centers, and manufacturing operations worldwide who are looking to optimize their supply chain. With a special focus on the Food & Beverage industry, System Logistics develops tailor made solutions of automated storage and picking for their customers, which include stacker cranes, material handling, software and services;
- WHEREAS, SLC currently employs 124 employees at its manufacturing facility located at 115 Vista Blvd, Arden, NC 28704 ("**Facility**");
- WHEREAS, SLC desires to expand the Facility by investing three million dollars (\$3,000,000.00), creating 47 new full time project related jobs that pay an average wage of sixty six thousands, nine hundred fourteen point eighty nine (\$66,914.89) not including benefits ("**Project**"), and purchasing its current facility for nine million dollars (\$8,200,000.00);
- WHEREAS, SLC requested that the County provide economic development incentives to induce it to make these capital investments for the Project and for the creation of these new full time project related jobs at the Facility;
- WHEREAS, SLC informed the County that if the County did not promise such economic development incentives, then SLC may not complete the Project;
- WHEREAS, in exchange for the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least three million dollars (\$3,000,000.00) and 47 new full time project related jobs as described above, the County proposed to pay SLC grants in the total cumulative amount of \$100,000.00 to be paid at the completion of the project on or after April 1, 2026 (Confirmation Date); and
- WHEREAS, confirmations of the capital investment and improvements will be determined by the Buncombe County Tax Department and jobs and wages will be confirmed by the figures show on filings by SLC with the N.C. Employment Security commissions as to unemployment compensation taxes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

“Abandonment of Operations” means that for a period in excess of four continuous months SLC ceases manufacturing operations at the Facility.

“Business Day” means any day that is not a Saturday or a Sunday, or a day on which banks in the State of North Carolina are required by law to be closed.

“Confirmation Date” means the scheduled future dates when SLC will submit a certified confirmation letter to the County stating that all investment and job creation commitments have been met or maintained during the Retention Period as defined below. The Incentive Confirmation Date for this agreement is April 1, 2026.

“Confirmation Letter” means a certified letter submitted by SLC to the County certifying that commitments have been met and requesting release of incentive grants, or that commitments have been maintained during the said Retention Period. Each such letter must specifically state that SLC meets or exceeds the applicable Jobs Minimum and that it meets or exceeds the Direct Investment requirements on or before the Incentive Confirmation Date and each succeeding Confirmation Date during the said Jobs Retention Period.

“Direct Investment” means the increase in property tax value attributable to property (before depreciation) in the County owned by SLC after the effective date of this Incentive Agreement as determined by the Buncombe County Tax Department in accordance with applicable law, regardless of the funding sources for said property. Direct investment may include facilities and business personal property, but does not include land acquisition. Per NCGS 105-308, SLC must file Business Personal Property listings with the Buncombe County Tax Department by December 31st. SLC may only claim those direct investments that are reported in such filings. Direct Investment in this agreement refers to the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) created or retained throughout the Project Period.

“Facility” the Property and improvements located at 115 Vista Blvd, Arden, NC 28704.

“Full-Time Project Related Jobs” means the total number of new full time employees employed by SLC throughout the Project Period as of Confirmation Date. Such employees may be hired at any time on or prior to Confirmation Date so long as SLC hires the required number of new full time employees as specified herein being paid at the average wages as set forth herein. “Part-Time” or “Temporary” employees may not be counted towards the “Full-Time Project Related Jobs” commitment. Full-Time Project Related Jobs in this agreement refers to the SLC’s creation of 47 new full time jobs that pay an average wage of sixty six thousands, nine hundred fourteen point eighty nine (\$66,914.89), not including benefits. Additionally, SLC will retain its existing 124 employees for a total of not less than 171 full-time employees.

"Incentive" means the incentive payment referred to in this Agreement that the County will pay to SLC provided the Performance Commitments are achieved.

"Project" has the meaning specified in the Recitals.

"Project Period" is the period of time in which SLC must meet the performance commitments as agreed. For this agreement, the Project Period is January 11, 2021, announcement date, through April 1, 2026, end of Retention Period.

"Retention Period" is the period of time that the SLC must maintain jobs and investment commitments. For this agreement, the Retention Period is two years beginning April 1st 2024 through April 1, 2026.

"State" means the State of North Carolina.

1.2 Rules of Construction. Unless the context otherwise indicates:

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

(b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;

(c) All references to officers are references to County officers; and

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE II

2. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.

ARTICLE III

SLC'S COMMITMENTS

3.1 In return for the Incentives set forth herein, which are a competitive necessity for SLC to increase capacities and operations in the County, SLC commits to certain Performance Commitments related to new full-time project related jobs created as well as currently exiting jobs retained and incrementally increased taxes in the County ("**Performance Commitments**"). The parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that SLC will meet or exceed the Performance Commitments.

Specifically, SLC agrees to meet or exceed the following Performance Commitments:

(a) SLC will create forty seven (47) new Full-Time Project Related Jobs by the Confirmation Date.

- (b) SLC will keep and maintain the currently existing hundred and twenty four (124) full-time jobs it currently has in Buncombe County.

Year	Number of New Jobs	Number of Retained Jobs	Total Cumulative Jobs
2021	17	124	141
2022	15	124	156
2023 – Q1 2024	15	124	171

- (c) SLC will maintain at the Facility throughout the “**Retention Period**”, the forty seven (47) new Full-Time Project Related Jobs as well as the current hundred and twenty four (124) full-time jobs it has in Buncombe County (collectively, “**Jobs Minimum**”). It is expressly understood and agreed that the Jobs Minimum must equal or exceed one hundred and twenty four (124) Full-Time Jobs at all times during the Jobs Retention Period. SLC must submit an annual Confirmation Letter certifying that it meets or exceeds the required Jobs Minimum on or before April 30 of each year during the Jobs Retention Period. This will be determined based on the Statement of Deposits and Filings provided by SLC to the N.C. Employment Security Commission.
- (d) SLC agrees that for the length of the Retention Period, the average wage level of the existing and new Full-Time Project Related Jobs specified in Section 2.1(a) above shall be at least \$ 32.17, not including benefits. The calculation of the average wages for Full-Time Project Related Jobs shall be done as of April 30 of each year during the Retention Period. This will be determined based on the Statement of Deposits and Filings provided by SLC to the N.C. Employment Security Commission.

Position Description	Jobs	Annual Wage	Hourly Wage
Administrative	3	\$45,000.00	\$21.63
Service/Site Tech.	14	\$50,000.00	\$24.04
Engineering: EE/ME	12	\$65,000.00	\$31.25
Software/PLC	12	\$80,000.00	\$38.46
Project Managers	3	\$90,000.00	\$43.27
Sales Mgr., Tech Sales	3	\$100,000.00	\$48.08

- (e) SLC shall make Direct Investment in new construction and improvements to the Facility as well as new machinery and equipment having a property tax value (before depreciation) of at least three million dollars (\$3,000,000.00).

Year	Real	Personal
2021	\$0.00	\$200,000.00
2022	\$500,000.00	\$600,000.00
2023 – Q1 2024	\$500,000.00	\$1,200,000.00

- (f) Direct Investment (or replacement property of equal or greater value for property tax purposes before depreciation) shall remain in the County subject to ad valorem property tax assessments through the end of the Retention Period. SLC must submit an annual Confirmation Letter certifying that it meets or exceeds the Direct Investment requirements. This will be determined based on filings by SLC with the Buncombe County Tax Department as to business personal property listings

3.2 SLC recognizes that incentive grants can only be awarded if SLC submits a signed, notarized Confirmation Letter by the Confirmation Date. The Confirmation Letter must certify that all goals have been met and provides adequate supporting documentation for these targets. SLC further understands that all supporting documentation is subject to review by County staff. SLC acknowledges that the definition and requirements for adequate supporting documentation are documented in this Agreement. A Sample Certification Letter and Supporting Documentation is provided in Article XII.

3.3 Confirmations. SLC will submit a confirmation letter on the Incentive Confirmation Date, and on an annual recurring basis SLC will submit follow up confirmation letters on April 30 of each succeeding calendar year during the said Retention Period.

The confirmation letter must confirm that SLC has met and/or maintained the Performance Commitments as follows: (1) the amount of Direct Investment shall be the amount of the new and additional property tax value (before depreciation) as determined by the Buncombe County Tax Department in accordance with applicable law attributable to Direct Investment related to the Project for property owned by SLC in the County as shown on its Business Real and Personal Property Tax Listings for the applicable year; and (2) the number of Full-Time Project Related Jobs that SLC has as of each Confirmation Date shall be the number shown on filings by SLC with the N.C. Employment Security Commission as to unemployment compensation taxes. The County shall have reasonable access to other documentation to verify the attainment of these Performance Commitments.

3.4 Direct Investment and Jobs Minimum.

- (a) If SLC does not make the Direct Investment on or before the scheduled Incentive Confirmation Date, then the incentive grants will be prorated based on the actual amounts achieved and the formula in **Article XIII**.
- (b) If SLC does not maintain the amount of investment throughout the retention period, then SLC will be subject to recapture as provided in **Article V**.
- (c) If SLC does not create the new Full-Time Project Related Jobs and retain the existing jobs, on or before the scheduled Incentive Confirmation Date, then the incentive grants will be prorated based on the actual amounts achieved and the formula in **Article XIII**.
- (d) If SLC does not maintain the Jobs Minimum throughout the Retention Period, then SLC will be subject to recapture as provided in **Article V**.

ARTICLE IV

INCENTIVE GRANTS

To induce SLC to make the Direct Investment associated with the Project, to locate its expanded operations associated with the expanded employee base at its Facility, and to achieve the Jobs Minimum, the County commits to pay to SLC a grant on the date specified below ("**Future Incentive Payment**"). This Incentive Grant shall be in the amount of \$100,000. The incentive payout schedule is provided below.

Calendar Year	Confirmation Date	Incentive Payout Date	Capital Investment Incentive	Job Incentive
2021	April 1, 2022	July 1, 2022	\$0.00	\$0.00
2022	April 1, 2023	July 1, 2023	\$0.00	\$0.00
2023 – Q1 2024	April 1, 2024	July 1, 2024	\$50,000.00	\$50,000.00

SLC must submit a Confirmation Letter by the Confirmation Date in order to be eligible for the incentive grants. The Confirmation Letter will include employment and investment filings the N.C. Employment Security Commission and Buncombe County Tax Department respectively. The County shall review those filings and, if confirmed, pay the Incentive Grant within 90 days of receipt.

Provided however, that if SLC for any reason fails to file its Business Real and Personal Property Tax Listings in a timely manner then such Incentive Grants will not be made until these Listings are properly filed and accepted.

Further, in order to qualify for the Incentive Grant, SLC must comply with all Federal, State and Local laws. Further if SLC is in default on its obligation to pay property taxes to the County, the County will not be required to make any Incentive Grants to SLC until SLC pays the amount of such property taxes it owes the County, unless SLC is in a bona fide dispute with a governmental taxing authority as to the value of some or all of its property. Nothing herein shall preclude County and the Buncombe County Tax Collector from seeking to recover any such unpaid property taxes in accordance with applicable laws.

ARTICLE V

REFUNDS

Should the levels of Direct Investment be withdrawn or be reduced for any business reason, other than depreciation, OR should SLC fail to maintain the Jobs Minimum during the Jobs Retention Period then SLC shall refund to the County all Incentive Grants the County has already paid SLC within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on SLC above and beyond the refund amount due.

ARTICLE VI

ABANDONMENT OF OPERATIONS

If an Abandonment of Operations occurs at any time prior to the end of the retention period, SLC shall refund to the County all Incentive Grants the County has already paid SLC within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on SLC above and beyond the refund amount due.

ARTICLE VII

TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

Notwithstanding anything herein to the contrary, if SLC shall be prevented or delayed from fulfilling, or continuing to fulfill, either or both of the Performance Commitments as set forth in herein, by reason of a:

- (a) government moratorium;
- (b) delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by SLC to obtain same;
- (c) enemy or hostile governmental or terrorist action;
- (d) act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (e) strike, lockout or a labor dispute involving entities other than SLC which causes SLC an inability to obtain labor or materials;
- (f) delay in funding from any state or local government incentive to or for the benefit of SLC, or;
- (g) any other event, other than normal business exigencies, which is beyond the reasonable control of SLC.

then the Performance Commitments and Incentive Grants for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

The parties shall negotiate in good faith to make an equitable reduction in the Performance Commitments for any affected year(s). However, if the parties cannot in good faith reach an agreement as to such adjustment, all parties agree to submit this issue to mediation to be conducted in accordance with local rules of the General Court of Justice of Buncombe County, North Carolina.

ARTICLE VIII

ASSIGNMENT

SLC will have the right to assign this Agreement, and any rights, privileges, or claims under this Agreement, to any future purchaser or lessee of the Facility without the consent of the County. If the

assignee agrees in writing to assume SLC's obligations under this Agreement, then SLC will be relieved of its obligations under this Agreement. SLC will give the County written notice of any such assignment and assumption.

SLC may, without the consent of the County, pledge, mortgage, grant a security interest in, and collaterally assign this Agreement, and any rights, privileges or claims under this Agreement, to any person or entity, including a collateral agent acting on behalf of lenders providing financing for the Facility (collectively, "**Financing Parties**"). The County will cooperate with SLC, its affiliates, any assignee of this Agreement, and any Financing Parties from time to time, including by entering into a consent to assignment or other agreements in connection with any collateral assignment on such terms as may be customary under the circumstances and shall be reasonably required by such Financing Parties.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

SLC represents and warrants to the County that as of the Effective Date: (i) it is a limited liability company duly organized and existing under the laws of the State of North Carolina; (ii) it has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement; (iii) this Agreement (A) is the legal, valid and binding agreement of SLC, enforceable against SLC in accordance with its terms, (B) does not violate any order of any court or other agency of government binding on SLC or the charter documents of SLC, and (C) does not conflict with, result in a breach of, or constitute an event of default under any material indenture, agreement or other instrument to which SLC is a party; and (iv) SLC has not received written notice of any action or proceeding that challenges the validity of this Agreement or SLC's right and power to enter into and perform this Agreement.

The County represents and warrants to SLC that: (i) the County is a political subdivision and body politic of the State of North Carolina with power and authority to enter into and perform this Agreement; (ii) the County has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) this Agreement is a legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms; and (iv) the County has not received written notice of any action or proceeding that challenges the validity of this Agreement or the County's right and power to enter into and perform this Agreement.

ARTICLE X

CONTINUING CONTRACT

The parties hereto understand that this Agreement is and shall be construed as a continuing contract pursuant to N.C.G.S. §153A-13.

ARTICLE XI

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the

State of North Carolina as follows:

Mediation

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter.
- The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of SLC and the County listed below, or those other addresses of which either party gives the other party written notice:

If to SLC, to:

System Logistics Corporation
115 Vista Blvd,
Arden, NC 28704

If to the County, to:

Timothy T. Love
Economic Development Director
200 College Street, Suite 300
Asheville, NC 28801

With copy to:

Michael C. Frue
Buncombe County
Senior Staff Attorney
200 College Street, First Floor
Asheville, NC 28801

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or SLC shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of SLC's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records SLC or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give SLC prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with SLC (and, to the extent possible, give SLC the opportunity to contest any disclosure of information or records SLC believes should not be disclosed) before making any such disclosure.

Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

ARTICLE XII

CONFIRMATION LETTER AND DOCUMENTATION

SLC agrees to submit a Confirmation Letter with Supporting Documentation when requesting disbursement of incentive grants, or when certifying that performance commitments have been maintained. A sample confirmation letter is provided below. Acceptable forms of documentation are filings by SLC with the N.C. Employment Security Commission as to unemployment compensation taxes, and filings by SLC with the Buncombe County Tax Department as to business personal property listings. The below confirmation letter and associated language are for illustrative purposes and do not reflect any agreement between Burial and County.

Sample Confirmation Letter

To Whom It May Concern,

This statement made as of the ____ day of _____, 20## by _____ ("Company") is intended to certify that Company has [achieved / not achieved, maintained / not maintained] the investment, job creation, and average wage goals identified in the Economic Development Agreement (EDA) with Buncombe County. If any of the goals are not met, the exceptions are documented in this letter. Where all goals have been achieved, this letter serves as Company's request for disbursement based on the grant incentive schedule defined in the EDA.

Company recognizes that incentive grants can only be awarded if Company certifies that all goals have been met and provides adequate supporting documentation for these targets. Company further realizes that all supporting documentation is subject to review by County staff. Company acknowledges that the definition and requirements for adequate supporting documentation are documented in the EDA.

Below is a summary of EDA goals and actual performance.

Type	Goal (for Year Requesting Disbursement)	Actual Performance (for Year Requesting Disbursement)	Goal Status (Achieved, Not Achieved)	Prior Year	Total (since EDA Award)
Investment	\$5,000,000.00	\$5,123,987.00	Achieved	\$1,234,698.15	\$8,000,000
Jobs (Full-Time)	47	47	Achieved	12	64
Average Wage	\$25.97	\$32.23	Achieved	\$15.05	\$29.00
Health Insurance (Full-Time Employees)	80% cost covered	80% cost covered	Achieved	80% cost covered	80% cost covered

Enclosed please find supporting documentation for the data provided above.

BY: _____

[Chief Executive Officer/Chief Financial Officer/President]

ATTEST:

NAME, SLC

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged that s/he is the
TITLE of SLC a North Carolina for profit corporation, and that as TITLE, being authorized to do so,
voluntarily executed the foregoing instrument on behalf of the corporation, as its act and deed.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the Grantor executes the foregoing instrument in the ordinary course of its
business by the signature(s) below of its duly authorized representative(s) and as the act of such entity.

SLC

By: _____
NAME / TITLE

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify
that _____ personally appeared before me this day and acknowledged his due
execution of the foregoing instrument as a Member/Manager of SLC, a North Carolina limited liability
company, on behalf of said limited liability company, by authority duly vested.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

My commission expires:

NOTARY PUBLIC

Sample Supporting Job and Wage Documentation

Example job documentation with redacted information. Submitted documentation should redact personal information (e.g., social security numbers), but provide level of detail necessary to calculate number of full-time jobs employed during the period and average wage of full-time jobs in the period.

STATEMENT OF DEPOSITS & FILINGS

** FOURTH QUARTER 2017 **



TAX FILING SERVICE

STATEMENT DATE 01/26/18
SR/COMPANY ST/SE6R
AGENT 005
COMBO NO

SIT-ID: 101029871
SUI-ID: 01-06-748 5

STATE OF NORTH CAROLINA

STATE INCOME TAX WITHHELD 8,623.00

EMPLOYEES: TOTAL	MALE	FEM	NEW
MONTH 1	7	6	1
MONTH 2	7	6	1
MONTH 3	6	6	0

WAGE DTL 8
SUI FR RATE 1.58004
SUI LIMIT 23,100
SUI DEPOSIT FREQ: ACCELERATED QUARTERLY VIA E

QUARTER WAGE RECAP:

SIT TKRL WAGES	169,333.50
SUI SUBJECT WAGES	174,252.11
EXCESS SUI WAGES	165,152.11
SUI TAXABLE WAGES	9,300.00

SIT DEPOSIT FREQ: SEMI-WEEKLY VIA EFT

ADP FILING RESPONSIBILITY: SIT QUARTERLY ANNUAL/425 SUI QUARTERLY IF REQUIRED
CLIENT FILING RESPONSIBILITY: NONE

DEPOSIT DETAIL

QDC BATCH NBR 17/4/000

DEPOSIT DATE	STATE INCOME TAX	EMPLOYER SUI	TOTAL
10-11-17			
10-17-17			
10-24-17			
10-31-17			
11-07-17			
11-14-17			
11-21-17			
11-28-17			
12-05-17			
12-12-17			
12-19-17			
12-26-17			
01-03-18			
02-02-18			
TOTAL DEPOSITS			
TOTAL LIABILITY			
*ADJUSTMENT			
DIFFERENCE			

We have filed this information with the appropriate agency. We have also filed the annual reconciliation and W-2 Forms required by the state agency.

CONTINUED ON THE NEXT PAGE

THIS STATEMENT SHOULD BE RETAINED AS PART OF YOUR TAX RECORDS.

21516-9001

ARTICLE XIII

PRORATION FORMULA

If SLC's Average Actual Performance is less than one hundred percent (100%) of the Performance Commitments, SLC's Incentive will be adjusted proportionately by multiplying the Incentive by the Percentage of Actual Performance. The resulting number will then be subtracted from the Incentive to determine what amount the Incentive for the applicable period.

Average Actual Performance Formula

The Average Actual Performance shall be determined by the following formula

$$\frac{\text{Actual Direct Investment}}{\text{Direct Investment Commitment}} = \text{Percentage of Committed Direct Investment}$$

$$\frac{\text{Actual Jobs}}{\text{Jobs Commitment}} = \text{Percentage of Committed Jobs Created}$$

Example

A	B	C	D	E	F	G	H	I	J	K
Year	Actual Direct Investment	Direct Investment Commitment	Percentage of Committed Direct Investment (B / C)	Direct Investment Incentive	Investment Incentive Amount (D * E)	Actual Jobs	Jobs Commitment	Percentage of Committed Jobs (G / H)	Jobs Incentive	Job Incentive Amount (I * J)
2022	\$2,000,000	\$3,000,000	66.6%	\$50,000.00	\$33,333.33	150	171	87.7%	\$50,000.00	\$43,859.65

[Signature Page Follows]

**SIGNATURE PAGE 1 OF 2 TO INCENTIVE AGREEMENT BETWEEN
SLC CO., and BUNCOMBE COUNTY**

IN WITNESS WHEREOF, the parties have caused this Incentive Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

SLC CO., LLC

ATTEST:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

[SEAL]

SLC, LLC

ATTEST:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

**SIGNATURE PAGE 2 OF 2 TO INCENTIVE AGREEMENT BETWEEN
SLC CO., LLC, and BUNCOMBE COUNTY**

[SEAL]

BUNCOMBE COUNTY

ATTEST:

By: _____

Printed Name: _____

Title: _____

Lamar Joyner, Clerk to the Board

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act

Name: Don Warn
Finance Officer
Buncombe County, North Carolina

Economic Development Incentive Program

Public Hearing

System Logistics Corporation, LLC

April 6, 2021



Background and Request

Background:

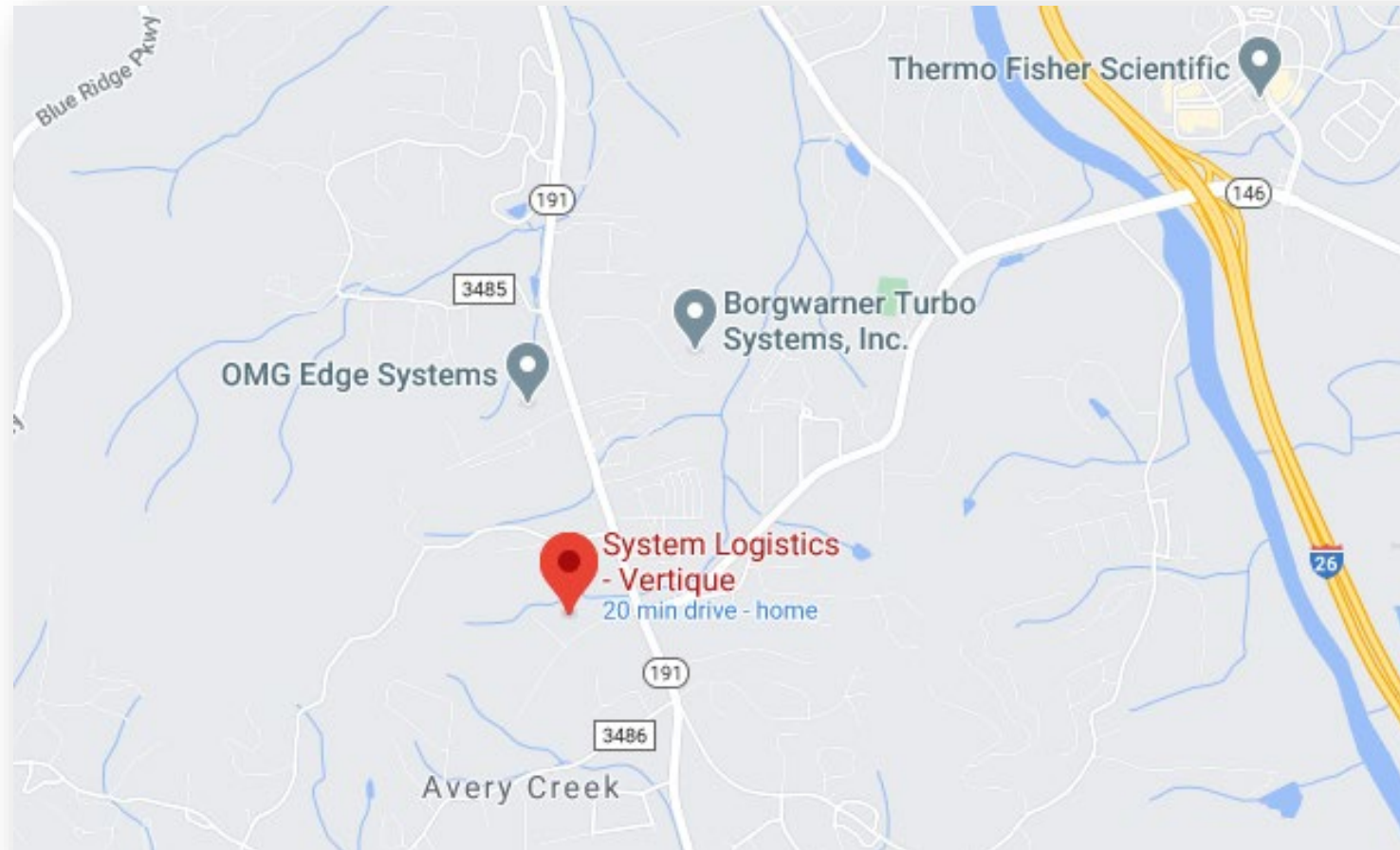
- Announced January 2020, System Logistics Corporation, LLC (SLC) has chosen Buncombe County for its expansion.
- SLC is a leading **global supplier of material handling solutions for the warehouses, distribution centers, and manufacturing operations.**
- **Arden plant employs 124** and develops solutions for automated storage and picking with a special focus on the Food & Beverage industry.

Request:

- Board of Commissioners approval for:
 - Economic Development Incentives for SLC; and
 - Economic Development Agreement between SLC and Buncombe County.



Site Location



Scope of Project

SLC will:

- Invest in the existing Arden Plant;
- Retain 124 jobs and add 47 jobs;
- Invest **\$3.0 million** in real and business personal property; and
- Provide an **average wage of \$66.9K annually** (\$32.17 hourly).

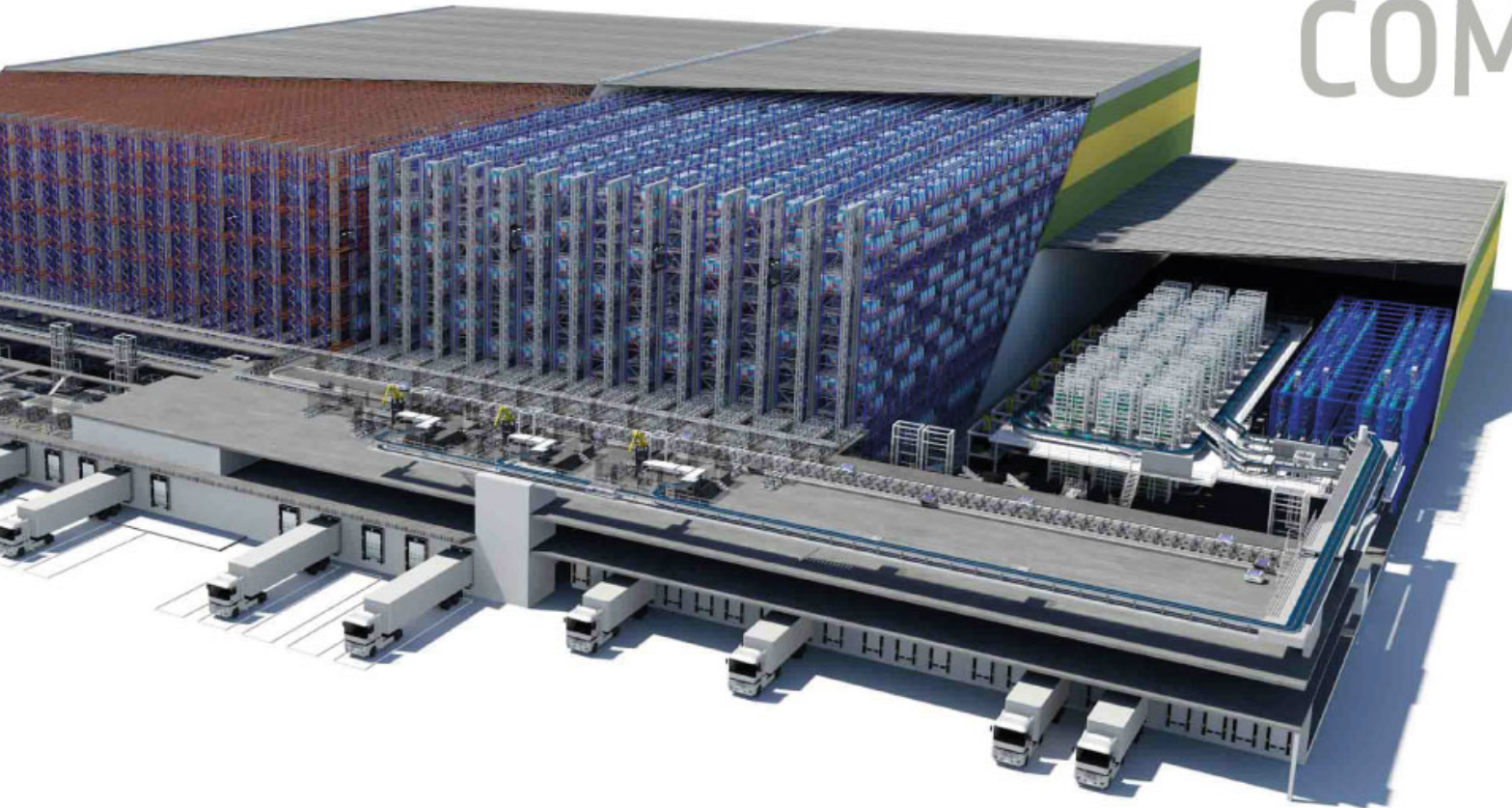
Aligns to Buncombe 2025 Strategic Plan Goals for increasing average wages and total employment in professional/IT industries.



System Logistics Corporation (SLC)



The **Heart** of Intralogistics COMPANY PROFILE



HEADQUARTERS:
Fiorano Modenese (IT)



REVENUES 2020:

\$256 Million



EMPLOYEES:
OVER 600



BRANCHES:
8 worldwide



SINCE 2016:

A member of the **Krones Group**

Revenues: over **\$3.8 BLN**

Employees: over **16.000**

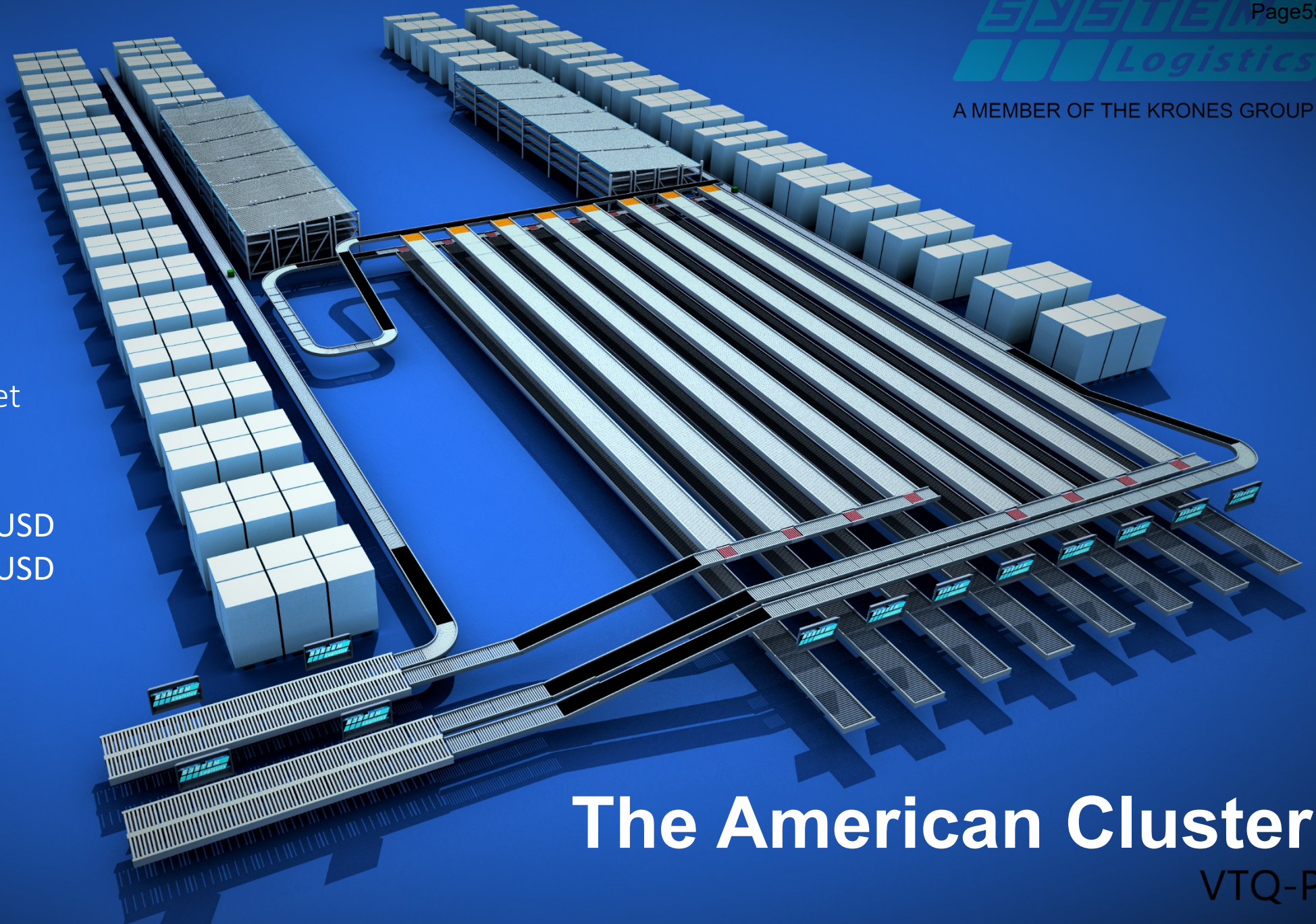
SYSTEM LOGISTICS provides INTRALOGISTICS and MATERIAL HANDLING SOLUTIONS, for optimization of warehouse supply chains, distribution and production centres.

Headquarters:
Arden, NC

Facility:
150,000 square feet

Revenues:
2019: \$64 million USD
2020: \$76 million USD

Employees:
2020: 122

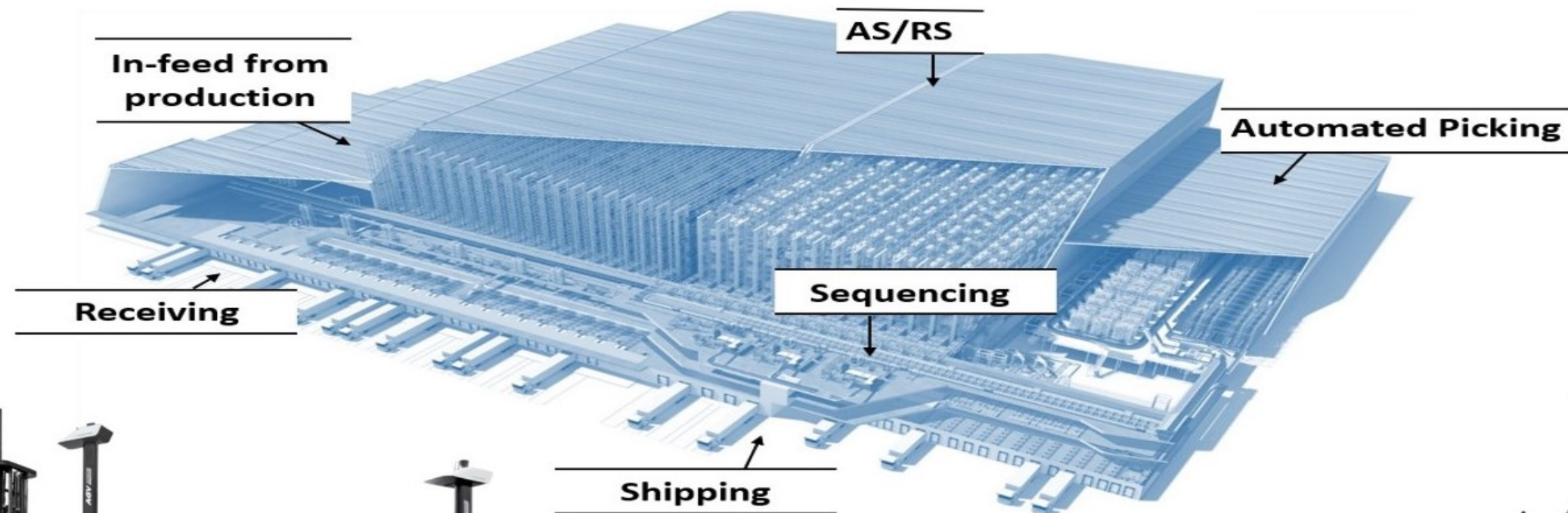


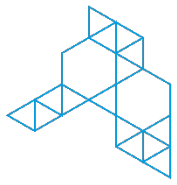
The American Cluster

VTQ-P-0

System Logistics

A wide-range of in-house technologies





VERTIQUE TECHNOLOGY

- Vertique is North America's leading provider of automated case picking within the Food and Beverage industry. With a customer base that includes many of the world's best known consumer packaged goods brands, Vertique offers the most proven, accurate solution on the market today
- 31 active systems and growing in North America. Engineered, manufactured, and supported in Arden, North Carolina



Economic Development Agreement



Economic Development Incentive

- **Incentive Structure:**
 - **Total Incentives:** \$100K
 - Incentive payout after performance commitments are met
 - No incentive for 124 retained jobs
 - **Term:** 5 years (3 year creation + 2 year retention)
 - **Payout Structure:** pay-for-performance (pro rata) based on actual job and investment schedule.



Investment, Job and Incentive Schedule

Year	Confirmation Date	New Jobs (Annual)	Jobs (Cumulative)	Investment (Annual)	Investment (Cumulative)	Proposed Job Incentive	Proposed Investment Incentive
2021	April 1, 2022	17	141	\$200,000	\$200,000	\$0	\$0
2022	April 1, 2023	15	156	\$1,100,000	\$1,300,000	\$0	\$0
2023	April 1, 2024	15	171	\$1,700,000	\$3,000,000	\$50,000	\$50,000



Economic Development Impact

- Creation of **47 jobs** and **\$3M** in investment.
- Incentives cash-flow by year 3 and breakeven within 3 years depending on economic conditions.
- Labor impact of ~\$5.9M (see EDC Economic Impact Analysis below).

Impact		Employment	Labor Income
Direct	Direct employer jobs	47	\$3,144,999.80
Indirect	Income for local suppliers (i.e., business-to-business transactions)	46	\$1,845,364.75
Induced	Labor income or paychecks being spent in the region (i.e., household spending)	22	\$935,815.86
Total		115	\$5,926,180.41



Request for Board Action

- Board of Commissioners approval for:
 - Economic Development Incentives for SLC; and
 - Economic Development Agreement between SLC and Buncombe County.



Appendix



Job Impact

- Based on SLC's job creation plans, **47 out of the 47 proposed jobs qualify for the jobs incentive** in the Buncombe County Economic Development Incentive Policy (greater than \$20.90 per hour, or \$43,472 per year).
- All **47 jobs exceed the 2020 “living wage” published by Just Economics** (greater than \$15.50 per hour, or \$32,240 per year) for a full-time living-wage employee without health insurance.



Proposed Job Classification

Position Description	Jobs	Annual Wage	Hourly Wage	Living Wage (\$14.00)	Incentive Eligible? (\$20.90)	Exceed Median HHI (\$50,668)	Exceeds Per Capita Income (\$31,439)
Administrative	3	\$45,000.00	\$21.63	Y	Y	N	Y
Service/Site Tech.	14	\$50,000.00	\$24.04	Y	Y	N	Y
Engineering: EE/ME	12	\$65,000.00	\$31.25	Y	Y	Y	Y
Software/PLC	12	\$80,000.00	\$38.46	Y	Y	Y	Y
Project Managers	3	\$90,000.00	\$43.27	Y	Y	Y	Y
Sales Mgr., Tech Sales	3	\$100,000.00	\$48.08	Y	Y	Y	Y





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 4/6/2021

Public Hearings

Department: Manager / Legal and Risk

Presenter(s): Michael Frue

Contact(s): Sybil Tate / Michael Frue

Subject: Extend the end date for COVID PTO use

Brief Summary: many County employees played a crucial role in the response to COVID-19 and this Board amended the Personal Time Off ("PTO") provisions of the Personnel Ordinance to award up to two (2) weeks of PTO to County employees who demonstrated extraordinary personal and professional sacrifice of time and effort in response to this emergency through the mobilization and operations associated with the Buncombe County Emergency Operations Center and County government between March 12, 2020 and May 31, 2020.

Employees were originally directed to use any awarded leave by June 30, 2021, but the length of the pandemic and staffing needs have prevented many recipients from scheduling any time off before that date.

Recommended Motion & Requested Action: Approve this amendment to the Personnel Ordinance to allow employees awarded COVID PTO to use this leave by June 30, 2022.

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

ORDINANCE NO. 21-04-11

AN ORDINANCE AMENDING BUNCOMBE COUNTY'S PERSONNEL ORDINANCE

- WHEREAS, pursuant to N.C. Gen. Stat. § 153A-94, a county may by ordinance adopt personnel rules that promote the hiring and retention of capable, diligent and honest career employees;
- WHEREAS, the Buncombe County Personnel Ordinance was originally adopted by the Buncombe County Board of Commissioners on October 15, 1996;
- WHEREAS, many County employees played a crucial role in the response to COVID-19 and this Board amended the Personal Time Off ("PTO") provisions of the Personnel Ordinance to award up to two (2) weeks of PTO to County employees who demonstrated extraordinary personal and professional sacrifice of time and effort in response to this emergency through the mobilization and operations associated with the Buncombe County Emergency Operations Center and County government between March 12, 2020 and May 31, 2020;
- WHEREAS, employees were originally directed to use any awarded leave by June 30, 2021, but the length of the pandemic and staffing needs have prevented many recipients from scheduling any time off before that date; and
- WHEREAS, the Buncombe County Board of Commissioners desires to amend the Personnel Ordinance for the limited purpose of extending the date by which this leave must be used.

NOW THEREFORE, BE IT ORDAINED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The Personnel Ordinance of Buncombe County as referenced in Section 3-1 of the Buncombe County Code of Ordinances on file with Buncombe County Clerk to the Board of Commissioners shall be amended as follows:

- ARTICLE VI. HOLIDAYS AND LEAVE, Section 33. Personal Time Off (PTO), paragraph G, COVID PTO, is amended as follows:

An employee awarded COVID PTO must use this leave between the date of award and June 30, ~~2021~~ 2022.

Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

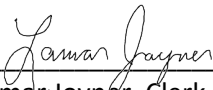
Section 3. Should any provision of the attached personnel ordinance be declared invalid or unconstitutional by any court of any competent jurisdiction, such declaration shall not affect the validity of the personnel ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4. That the ordinance amendments set forth above shall expire on June 30, 2022.

This the 6th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

Old Business

Department: Commissioners

Presenter(s): Commissioners

Contact(s): Shane Cassida, Assistant Superintendent

Subject: Asheville City Schools DPI Facility Report

Brief Summary: Commissioners requested to add item to the agenda.

Recommended Motion & Requested Action: n/a

County Manager's comments and Recommendation: n/a



2020-21 DPI Facility Needs Survey

Capacity Summary 0 to 5 Years

Asheville City Schools

Capacity Summary & Plan (0 to 5 years)

UNIT: 111			ADM 2019-20	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
				Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
111	302	Asheville High	1,022	18	0	0	1,200	1,200	0	0	Addition/Renovation	0	0	0	1,200	1,200
111	304	Hall Fletcher Elementar	311	18	490	0	0	490	0	0	Renovations	36	450	0	0	450
111	306	Isaac Dickson Elementa	427	36	490	0	0	490	0	0	None Needed	36	490	0	0	490
111	307	Asheville Primary	102	180	171	0	0	171	0	0	Close Facility	0	0	0	0	0
111	312	Claxton Elementary	433	0	490	0	0	490	0	0	Renovations	0	490	0	0	490
111	332	Ira B Jones Elementary	424	36	490	0	0	490	0	0	Renovations	36	450	0	0	450
111	356	Asheville Middle	666	0	0	956	0	956	0	0	Renovations	0	0	900	0	900
111	360	Vance Elementary	358	0	490	0	0	490	1	0	Renovations	18	400	0	0	400
111	369	Montford North Star Aca	222	0	0	403	0	403	0	0	Renovations	0	0	350	0	350
111	700	School of Inquiry and Lif	319	0	0	0	350	350	0	0	None Needed	0	0	0	350	350
Totals:			4,284	288	2,621	1,359	1,550	5,530	1	0	126 2,280	1,250	1,550	5,080		

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
Current Capacity:	2,621	1,359	1,550	5,530
ADM 2019-20:	2,055	888	1,341	4,284
Difference:	566	471	209	1,246

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
Total Capacity:	2,280	1,250	1,550	5,080
Proj Enrollment 2024-25:	1,877	752	1,489	4,118
Difference:	403	498	61	962



2020-21 DPI Facility Needs Survey

Capacity Summary
6 to 10 Years

Asheville City Schools

Capacity Summary & Plan (6 to 10 years)

UNIT: 111			ADM 2019-20	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
				Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
111	302	Asheville High	1,022	18	0	0	1,200	1,200	0	0	Renovations	0	0	0	1,200	1,200
111	304	Hall Fletcher Elementar	311	18	490	0	0	490	0	0	Renovations	36	450	0	0	450
111	306	Isaac Dickson Elementa	427	36	490	0	0	490	0	0	Renovations	36	490	0	0	490
111	307	Asheville Primary	102	180	171	0	0	171	0	0	None Needed	0	0	0	0	0
111	312	Claxton Elementary	433	0	490	0	0	490	0	0	Renovations	0	490	0	0	490
111	332	Ira B Jones Elementary	424	36	490	0	0	490	0	0	Renovations	36	450	0	0	450
111	356	Asheville Middle	666	0	0	956	0	956	0	0	Renovations	0	0	900	0	900
111	360	Vance Elementary	358	0	490	0	0	490	0	1	Renovations	0	0	0	0	0
111	369	Montford North Star Aca	222	0	0	403	0	403	0	0	Renovations	0	0	350	0	350
111	700	School of Inquiry and Lif	319	0	0	0	350	350	0	0	None Needed	0	0	0	350	350
Totals:			4,284	288	2,621	1,359	1,550	5,530	1	0		108	1,880	1,250	1,550	4,680

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
Current Capacity:	2,621	1,359	1,550	5,530
ADM 2019-20:	2,055	888	1,341	4,284
Difference:	566	471	209	1,246

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
Total Capacity:	1,880	1,250	1,550	4,680
Proj Enrollment 2029-30:	1,915	694	1,288	3,897
Difference:	(35)	556	262	783



2020-21 DPI Facility Needs Survey

Cost Summary
0 to 5 Years

Asheville City Schools Cost Summary (0 to 5 years)

Unit: 111		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
302	Asheville High	1	0	3,383,438	6,162,000	282,705	0	\$9,828,143
304	Hall Fletcher Elementary	2	0	0	3,138,769	0	0	\$3,138,769
312	Claxton Elementary	2	0	0	1,350,900	52,000	0	\$1,402,900
332	Ira B Jones Elementary	2	0	0	816,169	0	0	\$816,169
360	Vance Elementary	1	0	877,500	4,799,250	73,320	0	\$5,750,070
369	Montford North Star Acad	2	0	0	965,775	52,000	0	\$1,017,775
Totals:			0	4,260,938	17,232,863	460,025	0	\$21,953,826



2020-21 DPI Facility Needs Survey

Cost Summary 6 to 10 Years

Asheville City Schools Cost Summary (6 - 10 years)

Unit: 111		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
302	Asheville High	3	0	0	1,202,775	0	0	\$1,202,775
Totals:			0	0	1,202,775	0	0	\$1,202,775



2020-21 DPI Facility Needs Survey

Asheville City Schools Long Range Plan

Administrative Unit: Asheville City Schools (Unit 111)

I. Certification of Board of Education

The Asheville City Schools Board of Education hereby submits its Facility Needs Survey dated 3/12/2021 listing all improvements and additional facilities needed to accomodate projected enrollments through the 2020-21 school year and improvements to existing facilities to provide safe, comfortable environments that support the educational programs.

We do hereby certify that the needs identified herein are a true representation of our situation. Alternatives were considered and this plan provides the best balance between cost and benefit to our students. We understand that costs have been standardized to statewide averages to provide uniform comparisons.

_____ , Chairman	_____ Date
_____ , Secretary, Ex-officio	_____ Date

2. Certification of Board of County Commissioners

The Buncombe County Board of Commissioners has received and reviewed a copy of this survey prior to submission to the State Board of Education. This does not necessarily constitute endorsement of or committment to fund the Facility Needs Survey.

_____ , Chairman	_____ Date
_____ , County Manager or Clerk	_____ Date



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

Old Business

Department: County Manager's Office

Presenter(s): DK Wesley, Assistant County Manager

Contact (s): Jennifer Barnette, Budget Director
DK Wesley, Assistant County Manager

Subject: Vance Monument - Space Visioning Effort & Cost Share with the City of Asheville

Brief Summary:

On June 9 and June 16, 2020, the Asheville City Council (Council) and Buncombe County Board of Commissioners (Board), respectively, passed a joint resolution to remove two confederate statues located at the Buncombe County Courthouse and Pack Square Park, and to establish a jointly appointed task force to recommend action regarding the removal, relocation or repurposing of the Vance monument.

The Joint Vance Monument Task Force (JVMTF) consisted of 12 members whose appointments were made in equal numbers by the two governing boards. It was the intent of the governing boards of the City of Asheville and Buncombe County that the Vance monument is replaced or altered in such a manner, as to honor the local history of African-Americans. The JVMTF was tasked with gathering citizen input, particularly from those most impacted by the monuments, participate in public dialogue, and present the governing boards a final recommendation within three months of the completion of all membership appointments. After 12 weeks of information gathering and deliberation, the work was completed and at its November 19th meeting the JVMTF voted to remove the Vance Monument. The taskforce co-chairs presented the final recommendation and requested that the Board accept this recommendation on December 7, 2020.

The Board voted to accept the recommendation and directed the County Manager to work with the Asheville City Manager to develop the execution plan and determine next steps. The first phase of this plan has been completed. This included the release of a request for bids to demolish and remove the Vance Monument. City staff presented a bid recommendation at the estimated cost of \$139,685 (\$114,150 – demolition & removal; \$25,535 – site restoration) to the Council on March 23, 2021. The Council voted to approve the recommendation and authorized City Manager Campbell to move forward with the removal and demolition of the Vance Monument. Additionally, the Council authorized the City Manager to move forward with the visioning effort to create a comprehensive Community Vision Document that guides the future repurposing of the site. This visioning effort is estimated to cost up to \$70K.

Accordingly and in line with the Board's intent to partner on this effort, this is a request to share the cost of and provide for the visioning effort in the form of a reimbursement to the City of Asheville at an amount not to exceed \$35,000 (50% of the total estimated cost of the visioning effort).

Recommended Motion & Requested Action:

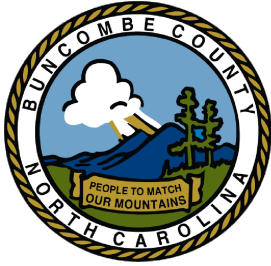
Authorize the County Manager to execute a cost-share arrangement up to \$35K with the Asheville City Manager to fund consultant services to facilitate a visioning effort to create a comprehensive Community Vision Document that guides the future repurposing of the site.

Approve a budget amendment to appropriate \$35K from the General Fund fund balance.

County Manager's comments and Recommendation:

County Manager recommends approval.

ORDINANCE #21-04-12



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: April 6, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY 2020-2021 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of April, 2021.

Requesting Department: County Manager's Office

Budget Amendment Item: Vance Monument - Space Visioning Effort & Cost Share with the City of Asheville

Description:

In partnership with the City of Asheville, and at the recommendation of the Joint Vance Monument Task Force, funding is being allocated to execute a cost-share arrangement with the City of Asheville of up to 35K. Funding will be used to secure a consultant to facilitate a visioning effort and create a comprehensive Community Vision Document that guides the future re-purposing of the Vance Monument site.

Funding Source:

General Fund - fund balance

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - 4310: Appropriated Fund Balance	\$ 35,000	
Fund 100 - 6520: Program Support		\$ 35,000
TOTAL	\$ 35,000	\$ 35,000

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board

RESOLUTION NO. 21- 64

RESOLUTION TO APPROVE THE DEMOLITION AND REMOVAL OF THE VANCE MONUMENT, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CHONZIE, INC. FOR THIS WORK, AND TO AUTHORIZE STAFF TO INITIATE A REQUEST FOR PROPOSALS TO DEVELOP A VISION DOCUMENT TO GUIDE THE FUTURE REPURPOSING OF THE VANCE MONUMENT AREA

WHEREAS, in recent years the Vance Monument has become a center for protests and counter-protests regarding issues of racial equality as well as others; and

WHEREAS, on numerous occasions the monument has been vandalized and the city has received significant threats that members of the public will attempt to topple the structure; and

WHEREAS, it has become apparent that the monument poses a significant risk to the public safety as an unsafe and dangerous condition, and it is therefore necessary to take action to mitigate this hazard; and

WHEREAS, on June 9 and June 16, 2020 the Asheville City Council and Buncombe County Board of Commissioners, respectively, approved a joint resolution declaring the Vance Monument to be a public safety hazard, to take action to remove two confederate statues located at the Buncombe County Courthouse and Pack Square Park, and to establish a jointly appointed task force to recommend action regarding the potential removal or re-purposing of the Vance Monument; and

WHEREAS, pursuant to North Carolina General Statute 100-2.1(c)(3), the City may remove an object of remembrance such as the Vance Monument when a public official has determined that the object poses a threat to public safety because of an unsafe or dangerous condition; and

WHEREAS, on November 19, 2020, the City and County-appointed Vance Monument Task Force voted to recommend removal of the monument; and

WHEREAS, Asheville City Council wishes to remove and demolish the Vance Monument as a matter of public safety, and

WHEREAS, the City of Asheville has authority pursuant to Article 3 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, pursuant to N.C.G.S. § 143-129, bids were solicited for the demolition and removal of the Vance Monument; and

WHEREAS, Chonzie, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Chonzie, Inc. shall provide all labor, materials, and equipment for the demolition and removal of the Vance Monument; and

WHEREAS, the amount of the bid is \$114,150.00, and funding for the project is allocated within the Capital Improvement Program Fund; and

WHEREAS, Asheville City Council supports the concepts in Living Asheville, the City's Comprehensive Plan, including making continued investment in Pack Square Plaza as an important piece of civic infrastructure that brings residents and visitors into downtown Asheville, our region's cultural and economic hub; and

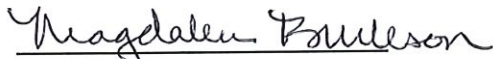
WHEREAS, Asheville City Council wishes to hold an inclusive community engagement process that will result in a Vision Document that will guide the future repurposing of Pack Square Plaza;

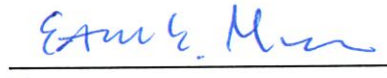
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City hereby reaffirms its determination and public proclamation that the Vance Monument, in its current condition, represents a significant public safety hazard due to the unsafe and dangerous condition that it creates, and that the City Manager is authorized to take action to effectuate its removal, and to authorize staff to initiate a visioning process for the Pack Square Plaza area; and

The City Manager is hereby authorized to execute a contract with Chonzie, Inc. in the amount of \$114,150., for the Vance Monument demolition and removal project; further authorizing the City Manager to execute any change orders that may arise during the project up to the contingency amount of \$11,415. (10%).

Read, approved and adopted this the 23rd day of March, 2021.


City Clerk


Mayor

Approved as to form:


City Attorney



Council Meeting Date: March 23, 2021

Staff Report

Subject: Presentation of information on Vance Monument in response to Council request and general discussion.

Staff Resource(s): Jade Dundas, Capital Projects Director

Action Requested: Resolution directing the City Manager on action to be taken in regard to the Vance Monument; and a budget amendment in the amount of \$70,000 from General Fund unassigned fund balance for the cost of the comprehensive Community Vision Document.

Background:

- The Vance Monument has become a public safety threat in our community.
- On numerous occasions, the monument has been vandalized and the City has received significant threats that members of the public will attempt to topple the structure.
- In July 2020, the Vance Monument was shrouded with temporary leased scaffolding to reduce its impact on the community and to reduce the risk of harm it presents.
- On 11/19/2020, the Vance Monument Task Force voted to recommend removal of the monument.
- The City Attorney has confirmed that the City has the legal authority to remove the monument as its existence has been deemed a public safety hazard due to the dangerous and unsafe condition it presents.
- The City Council requested that staff provide information regarding the cost of potential removal of the monument and reuse of the site.
- Bids for the demolition and removal of the Vance Monument were advertised 01/07/2021 and opened on 01/28/2021.
- The duration for the removal, pending Council authorization, would be anticipated to take 45 calendar days.
- The bids are valid for 90 days.
- The following five bids for the monument removal were received:

<u>Contractor</u>	<u>Location</u>	<u>Amount</u>
○ Neo Corporation	Canton, NC	\$ 157,000
○ Silvers and Associates, LLC	Burnsville, NC	\$ 495,000
○ Tennoca Construction Co.	Candler, NC	\$ 244,100
○ 4 Seasons Demolition, Inc.	Wilmington, NC	\$ 149,000
○ Chonzie, Inc.	Asheville, NC	\$ 114,150
- A comprehensive Community Vision Document that guides the future repurposing of the site is estimated to cost between \$50-\$70,000, depending on scope of services and requested schedule.
- Staff will utilize fund balance for the cost of the Vision Document; and seek funding partners to help offset that cost.
- The Vision document will provide direction concerning the next phase and expertise needed to determine final repurposing of the site or the monument.

Vendor Outreach Efforts:

- Staff performed outreach to minority-and women-owned businesses through solicitation processes, which included posting on the State's Interactive Purchasing System and requiring prime contractors to reach out to Minority- & Women-Owned Business Enterprise (MWBE) service providers for subcontracted services.
- In addition, staff was able to break up the scope of work into multiple parts.
- One contract would address the monument demolition and removal.
- Separate from the Vance Monument removal contract, a temporary site restoration and landscape installation would be planned for the site where the Vance Monument stands.
- Outreach for separate site restoration work was performed following the Asheville Business Inclusion policy.

- A separate contract for site restoration would be awarded to MS Lean Landscaping, LLC in the amount of \$25,535.
- The City followed standard practice for selecting contractors and MS Lean Landscaping was the lowest responsive responsible bidder.
- MS Lean Landscaping is an Asheville African American-owned Business and award of the contract will result in 22.4% minority participation, when evaluating these separate contracts as a whole project.

Council Goal(s):

- An Equitable and Diverse Community; A Connected and Engaged Community; A Well Planned and Livable Community.

Committee(s):

- Vance Monument Task Force, 11/19/20 voted to recommend removal of the monument.

Pro(s):

- Presentation of Information only

Con(s):

- Presentation of information only

Fiscal Impact:

- If Council decides to move forward with removal, it should be noted that this action would be an unplanned capital expense.
- Each year as part of the Capital Improvement (CIP), staff budgets \$750,000 in contingency for unplanned expenses.
- Staff utilized \$248,485 from the FY21 CIP contingency to establish a project budget for expenses associated with the shrouding and potential removal of the monument.
- Funding partnerships would be sought to offset the costs associated with this removal project and the repurposing project.
- Potential funding partners include other local government agencies and possibly private grant providers for both the removal project and the repurposing project.

Suggested Motion:

Presentation of Information only. Council may now proceed with directing staff as to potential repurposing, removal, or taking no action with respect to the Vance Monument.

Attachment(s)

- Map of the area showing potential limits of removal and temporary restoration plan
- C - RFQ/RFP Outline: Pack Square Plaza Visioning Project



RFP OUTLINE: PACK SQUARE PLAZA PROJECT

RFP PURPOSE: In the event of a decision by elected officials to remove the Vance monument, the City seeks to procure consultant services for planning and community engagement that result in the creation of a Community Vision Document for Pack Square Plaza in downtown Asheville. The Community Vision Document will serve as a guide to the future repurposing of the area.

- **Scope of Services will include** site inventory and analysis, community engagement plan and public meetings/charrettes; vision report including high-level concept narrative with programmatic elements to help aid future design; presentation to public and elected officials.
- **Anticipated timeline** is based on RFP release date in April 2021 with a deliverable this winter.
- **Funding has been identified** in the City's existing budget; partnership on funding possible.

OTHER KEY POINTS:

- The deliverable will be a Community Vision Document with a concept plan narrative and a high-level concept design(s).
- The Vision Document will inform the City and County what professional services would be needed in order to repurpose the area in accordance with the community's vision.
- The RFP will include a list of project goals,
- The RFP will provide questions for the engagement process to answer e.g: "Should a new monument be installed in this area?" and "Should this area include more accessible public/green space?"
- The process and the deliverable will utilize the findings and recommendations of the Vance Monument Task Force.
- A draft budget for repurposing the area based on the community's vision will be developed in coordination with partners after the Vision Document is accepted.

Vance Monument Information

Demolition and Visioning Plan

March 23, 2021

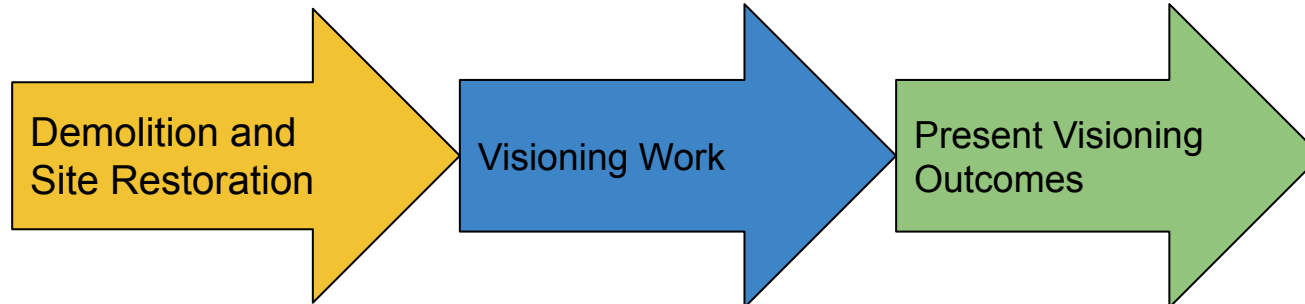
Jade Dundas

Director

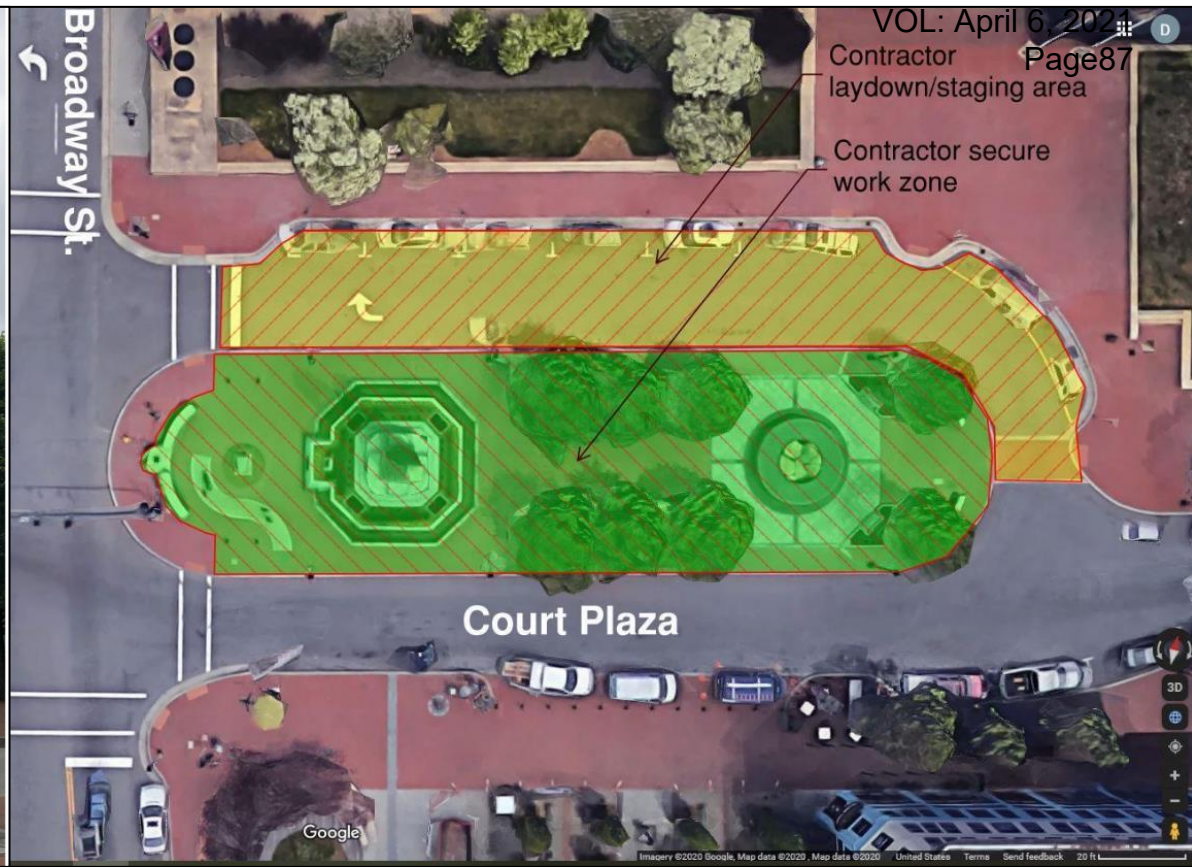
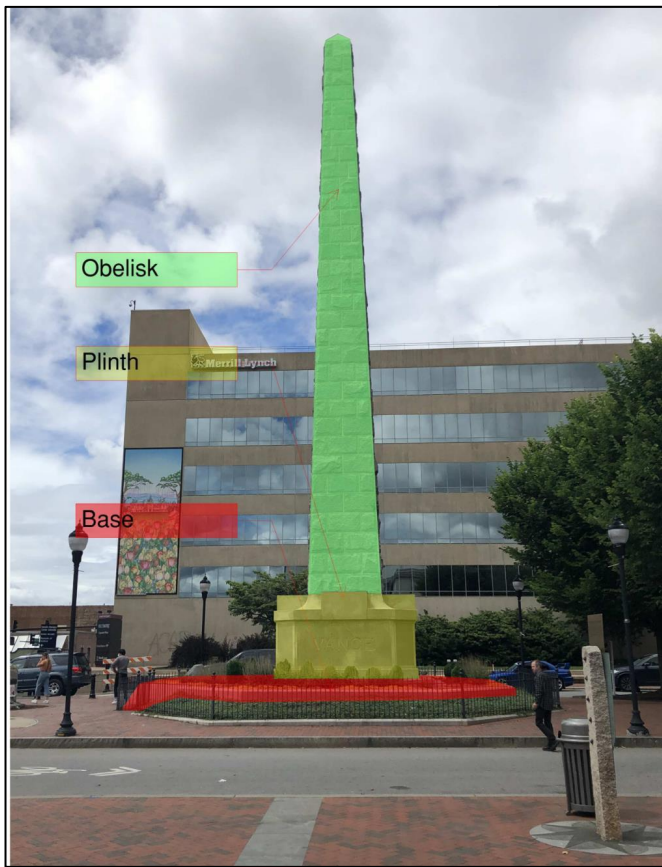
Capital Projects Department



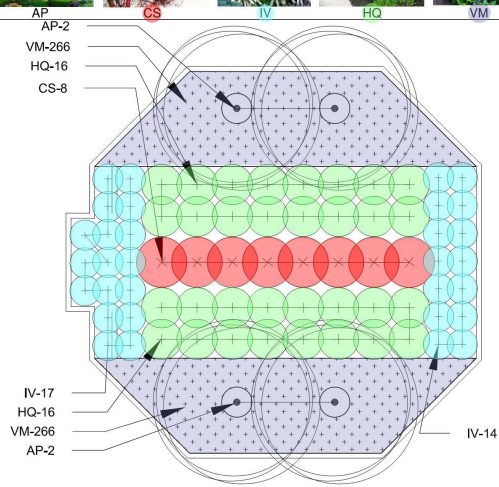
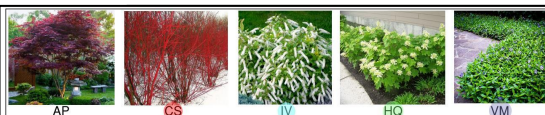
- The Vance Monument has become a public safety threat in our community. On numerous occasions, the monument has been vandalized and the City has received significant threats that members of the public will attempt to topple the structure.
- On 11/19/2020, the Vance Monument Task Force voted to recommend removal of the monument.
- The City Attorney has confirmed that the City has the legal authority to remove the monument as its existence has been deemed a public safety hazard due to the dangerous and unsafe condition it presents.
- The City Council requested that staff provide information regarding the cost of potential removal of the monument and revisioning of the site.







Demolition and temporary site restoration

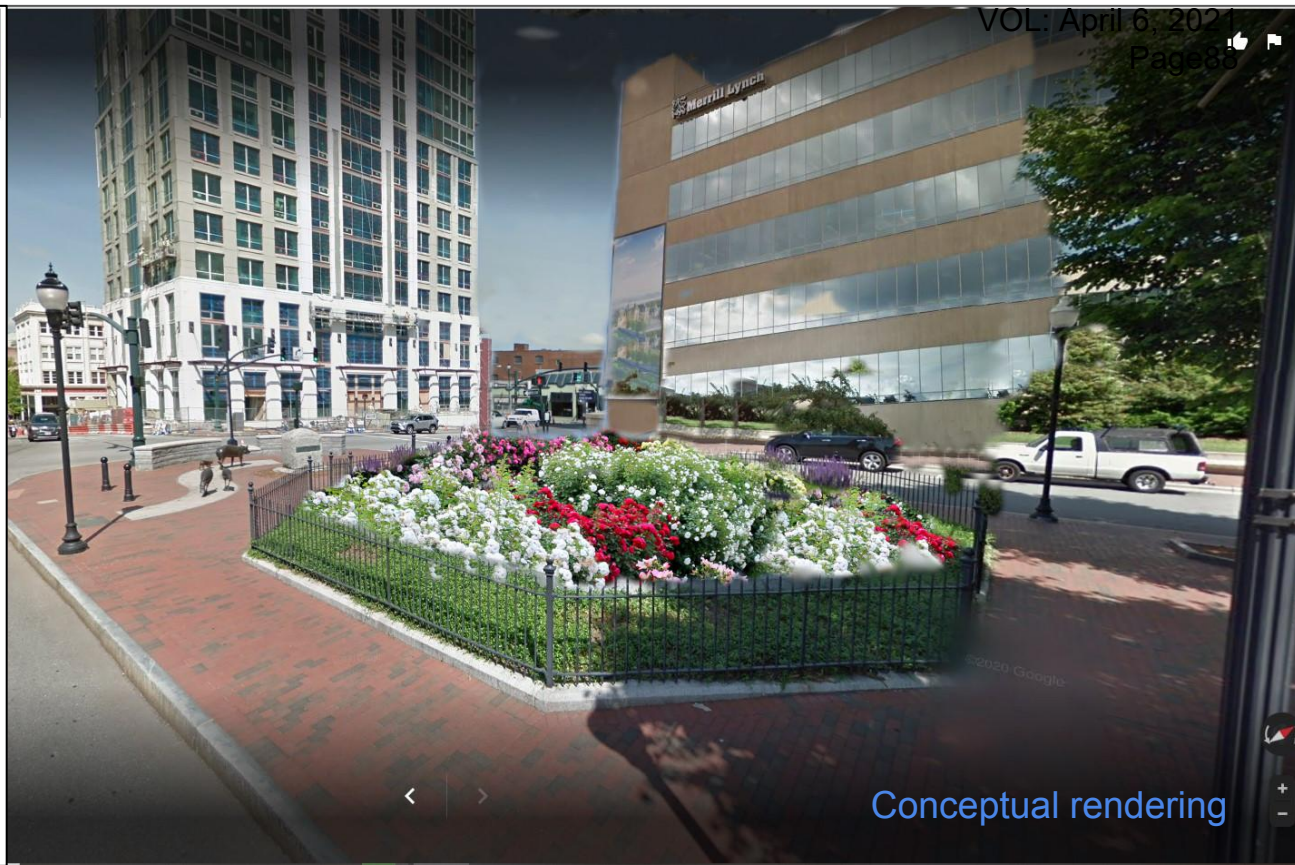


- Landscaping will be limited to the footprint of the monument.

Pack Square Planting
City of Asheville | Capital Projects



Planting Plan
THE CITY OF ASHEVILLE
2020



Demolition and temporary site restoration



Pricing Information

Demolition

- Five bids for the monument removal were received. The bids received included:

<u>Contractor</u>	<u>Location</u>	<u>Amount</u>
○ Neo Corporation	Canton, NC	\$ 157,000
○ Silvers and Associates, LLC	Burnsville, NC	\$ 495,000
○ Tennoca Construction Co.	Candler, NC	\$ 244,100
○ 4 Seasons Demolition, Inc.	Wilmington, NC	\$ 149,000
○ Chonzie, Inc.	Asheville, NC	\$ 114,150

Interim Site Restoration

- A separate contract for site restoration will be awarded to MS Lean Landscaping, LLC in the amount of \$25,535. Lowest responsive/responsible bidder.

Demolition and temporary site restoration

Pack Square Plaza Visioning Process

VOL: April 6, 2021
Page90

If Council directs staff to pursue a visioning process, Staff can hold an RFP process for planning and engagement services in mid-April, and begin working with community as early as June. The Vision Document could be delivered by the end of 2021.

PLANNING PROCESS - *Late Spring- Fall 2021*

- Connecting Diverse Communities and Place Through Innovative Engagement
- Lingering Questions Answered (e.g: What needs to be designed? Who do we want to design that?)
- Consider the Intersection of Equity, Inclusion and Placemaking

OUTCOMES- *Winter 2021*

- Strengthen Relationships and Build Community support for reuse of the site
- Community Road Map to a More Inclusive Plaza in the Heart of Asheville
- Council Adopted Document to Support and Inform Next Steps

COST

- Up to \$70,000

Financial Summary

Demolition and Site Work

- Demolition \$114,150
- Interim site restoration \$ 25,535
- Total \$139,685

Revenue Sources

- FY2020 Capital Contingency

Visioning

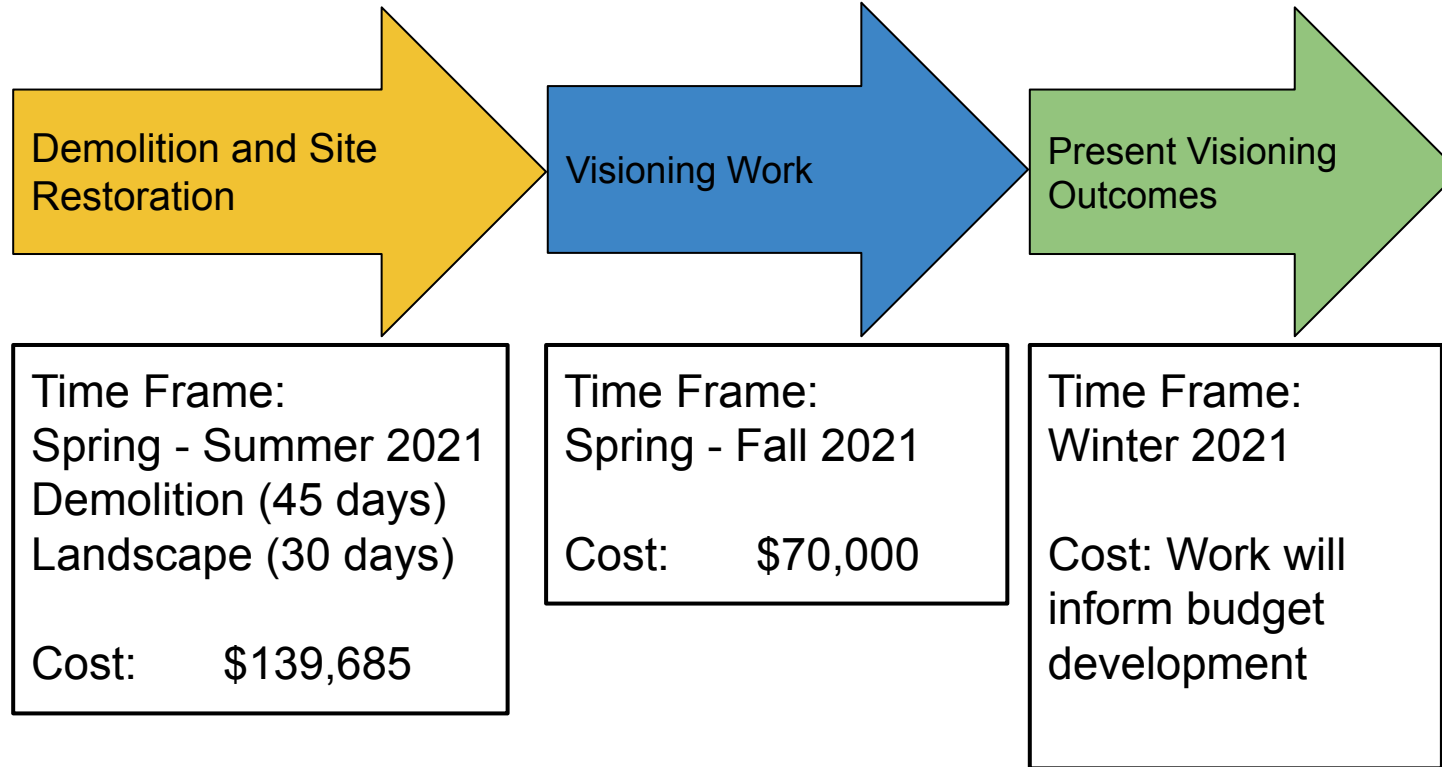
- Preliminary Up to \$70K

- Operating and Outside Contributions

Minority Business Participation

- Outreach was performed to include minority business providers. The landscape restoration work was specifically separated from the main contract to create the most opportunity for inclusive business participation
- 18.3% of all the site work will be awarded to a local African American owned business
- Inclusive business outreach will be a priority of the Visioning Process RFP (if directed to pursue RFP)

Timeline and Cost



Discussion/Questions



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

New Business

Department: Manager / Legal and Risk

Presenter(s): Michael Frue

Contact(s): Sybil Tate / Michael Frue

Subject: Continuing Capital Projects Resolution for Buncombe County Schools

Brief Summary: The County Schools went through a RFQ process last year to identify the design/CMAR team that would be selected for all of the schools lobby security upgrades for the foreseeable future. Novus Architects and Harper Construction were chosen, respectively. The design and CMAR contracts will be set up like master agreements, giving the basic contractual terms for the overall "Project" which is made up of 47 individual "School Projects." The length and cost of each Project will vary. For each School Project, Novus and Harper would create a constructability/cost estimate, which would be used as the basis for seeking funding: either through grants, existing budgeted Capital Outlay funds, by application/approval through the SCFC process, or perhaps even financing where a given School Project is especially costly.

Approval does not mean the County is ceding its role in controlling the funding of any larger projects. If projects are paid for out of Article 39, Lottery Funds, or General County appropriations, such projects still have to come before this Board through the appropriate channels to be approved/funded.

Recommended Motion & Requested Action: Approve the Resolution Authorizing Continuing Contracts for Construction of Certain Security Upgrades of Buncombe County School Facilities.

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

RESOLUTION #21-04-13

RESOLUTION OF THE
BUNCOMBE COUNTY BOARD OF COMMISSIONERS
AUTHORIZING CONTINUING CAPITAL CONTRACTS FOR CONSTRUCTION OF CERTAIN SECURITY
UPGRADES OF BUNCOMBE COUNTY SCHOOL FACILITIES

- WHEREAS, the Buncombe County Board of Education (the “Board of Education”) operates forty-seven schools and programs in numerous school buildings spread across the county, and is charged pursuant to G.S. §115C-47(61) with the duty of providing for a safe school environment for each of its schools;
- WHEREAS, the Board of Education has engaged in a process to identify and construct security improvements, beginning with the investigation of existing conditions, development or modifications of existing design, and construction of entrance and lobby improvements at each of its school buildings (the “Project,” each individually a “School Project”);
- WHEREAS, through a duly announced Request for Qualifications, the Board of Education identified a design professional and construction manager to design and construct the School Projects on a per-project basis;
- WHEREAS, the Board of Education will seek funding for the School Projects from a variety of sources, including without limitation, grant funding where available, approval through the School Capital Funding Commission, by direct request from the County in the yearly budgeting process, or through installment-purchase or bond financing, where a given School Project requires;
- WHEREAS, the Project requires agreements with the selected design professional and construction manager for terms extending across several budget years, and the Board of Education now wishes to enter into continuing contracts for capital outlay under N.C. Gen. Stat. §§ 115C-441(c1) for design and construction management services for the Project;
- WHEREAS, except where School Projects are grant-funded, funded within the Board of Education’s yearly capital outlay budget, or otherwise do not require action or approval from the County, the Board of Education will partner with the County to provide for approval of the amount and type of funding on a per-project basis;
- WHEREAS, neither of the contracts between the Board of Education and its design professional and construction manager for the Project are an obligation of the County of Buncombe; and

WHEREAS, the contracts are nevertheless being approved by resolution of the Board of Commissioners in order to comply with the technical requirements of N.C. Gen. Stat. § 115C-441(c1) to the extent such requirements are applicable.

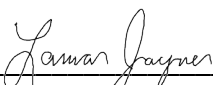
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That the Board of Commissioners, subject to the foregoing and in accordance with N.C. Gen. Stat. § 115C-441(c1), agree to appropriate sufficient funds to the Board of Education in ensuing fiscal years in an amount which is sufficient to meet the contract obligations incurred by the Board of Education for this Project, so long as the amount the Board of Education shall be obligated to pay under any contract therefore shall not exceed the amounts allocated for the applicable School Project.
2. This Resolution shall be applicable and is effective only with respect to individual School Projects that require expenditures over multiple budget years and that have been duly approved in advance by the Board of Commissioners.

This the 6th of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

New Business

Department:

Budget

Presenter(s):

Jennifer Barnette, Budget

Rachael Nygaard, Strategic Partnerships

Contact(s):

Rachael Nygaard, Strategic Partnerships

Jennifer Barnette, Budget

Subject:

Local Fiscal Recovery Fund Administration

Brief Summary:

On 3/11/2021, President Biden signed the American Rescue Plan Act, creating Local Fiscal Recovery funds. The estimated amount of these funds to be distributed to Buncombe County is approximately \$50.6 million, with half to be distributed within 60 days of the signing and the second half one year later. The County has until 12/31/2024 to spend these funds.

In order to administer these dollars effectively, the County is requesting three administrative positions (Strategic Partnership Business Officers) to sit in the Strategic Partnerships department. This request asks for these positions to be established and begin recruiting to fill the positions dependent upon approval of funding to cover the costs.

Recommended Motion & Requested Action:

Approve three positions

County Manager's Comments & Recommendation:

County Manager recommends as presented



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

New Business

Department: Commissioners

Presenter(s): Jasmine Beach-Ferrara

Contact(s): Jasmine Beach-Ferrara

Subject: Ordinance Prohibiting Discrimination in Employment and Public Accommodations

Brief Summary: Commissioners Beach-Ferrara, Sloan and Newman requested to add item to the agenda.

Recommended Motion & Requested Action: Discussion

County Manager's comments and Recommendation:

ORDINANCE PROHIBITTING DISCRIMINATION
IN EMPLOYMENT AND PUBLIC ACCOMMODATIONS

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and may define and abate nuisances;

WHEREAS, this Board finds that discriminatory practices in employment and public accommodations constitutes a nuisance that is detrimental to the health, safety, or welfare of its citizens; and

WHEREAS, this Board has determined that it is in the best interest of the citizens and residents of Buncombe County to enact protections against discrimination that reflect the community's shared values of equality, inclusion, and fair access, and to preserve the health, safety, and welfare of people without regard to certain actual or perceived status or characteristics.

NOW THEREFORE, BE IT ORDAINED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The Buncombe County Code of Ordinances on file with Buncombe County Clerk to the Board of Commissioners shall be amended by including the following:

Chapter 42. NON-DISCRIMINATION ORDINANCE

42-1. DEFINITIONS.

- a. *Discrimination* means any difference in treatment based on race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability.
- b. *Employer* means any person employing one or more persons within the County and any person acting in the interest of an employer, directly or indirectly, including an employment agency. "Employer" shall include the County and any County Contractor.
- c. *Gender identity or expression* means having or being perceived as having gender-related identity, expression, appearance, or behavior, whether or not that identity, expression, appearance, or behavior is different from that traditionally associated with the sex assigned to that individual at birth.

- d. *Person* includes one or more individuals, partnerships, associations, organizations, corporations, legal representatives, unincorporated organizations, fiduciaries, and other organized groups of persons.
- e. *Public accommodation* (or *place of public accommodation*) means any place, facility, store, or other establishment which supplies accommodations, goods, or services to the public or which solicits or accepts the patronage or trade of the public.
- f. *Reasonable cause* in preponderance of the evidence which is evidence, when taken as a whole, shows the violation is more likely than not.

42-2. DISCRIMINATION IN EMPLOYMENT PROHIBITED.

It shall be unlawful for any employer, because of the race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability of any person to refuse to hire or otherwise discriminate against that person with respect to hire, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

42-3. EXEMPTIONS.

- a. **General exceptions.** Notwithstanding the prohibition on discrimination in employment set forth in 42-2, it is not unlawful for:
 - 1. An Employer to employ, admit, classify, or refer any individual on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability, in those certain instances where race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability status is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise.
 - 2. An Employer to print or publish, or caused to be printed or published, any notice or advertisement indicating any preference, limitation, specification, or discrimination, based on race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability, in such instances when race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability status is a bona fide occupation qualification for employment.
 - 3. A school, college, university, or other educational institution, or institution of learning to hire and employ employees of a particular religion if such school, college, university, or other educational institution or institution of learning is, in whole or in substantial part, owned, supported, controlled, or managed by a particular religion or by a particular religious corporation, association, or society, or if the curriculum of such school, college, university, or other educational institution or institution of learning is directed toward the propagation of a particular religion.

4. An Employer to apply different standards of compensation, or different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production or to employees who work in different locations, so long as the differences are not the result of an intention to discriminate because of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability.
 5. An Employer to give and to act upon the results of any professionally developed ability test provided that the test, its administration, or action upon the results is not designed, intended, or used to discriminate because of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability.
 6. An Employer to differentiate upon the basis of sex in determining the amount of the wages or compensation paid or to be paid to employees of the employer if the differentiation is authorized by the provisions of section 6(d) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 206(d)).
 7. An Employer to refuse to assign or continue to assign an individual to a job involving food handling in any case in which such individual has an infectious or communicable disease that is:
 - i. Transmitted to others through the handling of food;
 - ii. Is included on the list developed by the Secretary of the United States Department of Health and Human Services pursuant to section 103(d) of the Americans with Disabilities Act of 1990, (42 U.S.C. §§ 12101, et seq.); and
 - iii. Cannot be eliminated by reasonable accommodation. Nothing in this subsection shall be construed to preempt, modify, or amend any state, county, or local law, ordinance, or regulation applicable to food handling.
- b) **Exceptions regarding drug and alcohol use.** Notwithstanding the prohibition on discrimination in employment set forth in 42-2, it is not a violation of this Ordinance for an Employer to:
1. Adopt or administer reasonable policies or procedures, including but not limited to drug testing.
 2. Prohibit the illegal use of drugs and the use of alcohol at the workplace by employees.
 3. Require that employees shall not be under the influence of alcohol or be engaging in the illegal use of drugs at the workplace.
 4. Require that employees behave in conformance with the requirements established under the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 et. seq.).
 5. Hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior that the entity

holds other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of the employee.

6. With respect to federal regulations regarding alcohol and the illegal use of drugs, require that employees comply with the standards established in federal regulations of the Department of Defense, the Nuclear Regulatory Commission, and/or the Department of Transportation, if the employees of the Employer are employed in an industry subject to the regulations of any such federal agency.
- c) **Miscellaneous.** The prohibitions in this Ordinance against discrimination in employment based upon disability shall not be construed to prohibit or restrict:
1. An insurer, hospital, medical service company, health maintenance organization, or any agent, or entity that administers benefit plans, or similar organizations from underwriting risks, classifying risks, or administering such risks that are based on or not inconsistent with State law; or
 2. A person or organization covered by this Ordinance from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that are based on underwriting risks, classifying risks, or administering those risks that are based on or not inconsistent with State law; or
 3. A person or organization covered by this Ordinance from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that is not subject to State laws that regulate insurance.
 4. Nothing in this Ordinance shall be construed to require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit which such individual chooses not to accept;
 5. Nothing contained in this Ordinance shall apply to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
 6. With respect to discrimination based on age, it is not unlawful for a Employer to take any action otherwise prohibited under this Ordinance:
 - i. Where the differentiation is based on reasonable factors other than age;
 - ii. Where such practices involve an employee in a workplace in a foreign country, and compliance with those subsections would cause such employer, or a corporation controlled by such employer, to violate the laws of the country in which such workplace is located; or
 - iii. To observe the terms of a bona fide seniority system; or
 - iv. To observe the terms of a bona fide employee benefit plan; or
 - v. To discharge or otherwise discipline an individual for good cause.
 7. Nothing in this Ordinance shall be construed to prohibit compulsory retirement of any employee who has attained 65 years of age provided such retirement is part of a practice consistent with a bona fide employee retirement plan.

42-4. DISCRIMINATION IN PUBLIC ACCOMODATIONS PROHIBITED.

It shall be unlawful for any proprietor or their employer, keeper, or manager in a place of public accommodation to deny any person, except for reasons applicable alike to all persons, regardless of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability, the full enjoyment of the accommodations, advantages, facilities or privileges thereof.

42-5. EXEMPTIONS. The provisions of 42-4 prohibiting discrimination in public accommodations shall not apply to a private club or other establishments not in fact open to the public.

42-6. HOUSING.

- a) Buncombe County will assist its residents in filing housing discrimination claims with the North Carolina Human Relations Commission.
- b) In offering this assistance, and consistent with the recent Supreme Court of the United States decision in *Bostock v. Clayton County*, Buncombe County interprets the prohibition on sex discrimination in housing to include discrimination on the basis of sexual orientation and gender identity.
- c) In offering this assistance, Buncombe County interprets the prohibition on race discrimination in housing to include discrimination on the basis of natural hair or hairstyles.

42-7. ENFORCEMENT. Complaints alleging violations of this Chapter shall be filed and investigated as follows:

- a) Any person who claims to have been injured, or claims they are currently being injured, or who reasonably believes that they will be injured, by any practice made unlawful under this Ordinance may file a Complaint with an equity officer or such other person as designated by the County Manager hereinafter referred to as ("EO").
- b) Complaints shall be in writing, signed and verified by the Complainant. Complaints shall state the facts upon which the allegation of an unlawful discriminatory practice is based and shall contain such other information and be in such form as the EO requires.
- c) A Complaint that alleges an unlawful employment practice under this Ordinance must be filed with the EO no later than 180 days after the occurrence, or cessation of the alleged unlawful employment practice.
- d) A Complaint that alleges discrimination in public accommodations under this Ordinance must be filed with the EO no later than one year from the date of the occurrence, or cessation of the alleged unlawful practice.

- e) The EO shall serve upon the Respondent and Complainant a copy of the Complaint and a notice advising the Respondent and Complainant of their procedural rights and obligations under this Ordinance within ten days after the Complaint is filed.
- f) A Respondent may file an answer to the Complaint within thirty (30) days after receiving a copy of the Complaint. Answers shall be signed and verified by the Respondent and shall be filed with the EO.
- g) With leave of the EO, which leave shall be granted whenever it would be reasonable and fair to do so, Complaints and Answers may be amended at any time. Amendments shall be reduced to writing, signed, verified, and filed with the EO. Amendments shall relate back to the date the original Complaint or Answer was filed.
- h) EO shall, within 30 days after the filing of a Complaint, commence an investigation into the allegations contained in the Complaint.
- i) In conducting an investigation, the EO shall have access at all reasonable times to premises, records, documents, individuals, and other evidence or possible sources of evidence to ascertain the factual basis of the allegations contained in the Complaint.
- j) Further, the EO may examine, record, and copy such materials and take and record the testimony or statements of such persons as reasonably necessary for the furtherance of the investigation.
- k) In conducting an investigation, the EO may:
 - i. request production of documents, materials, or other evidence;
 - ii. request witnesses, including any party, to appear and give testimony before the EO;
 - iii. Issue interrogatories to a Respondent.
- l) Upon written application to the EO, a Respondent shall be entitled to the issuance of interrogatories directed to the Complainant and to request production of documents, materials, or other evidence.
- m) Complaints may be resolved at any time by informal conference, conciliation, or persuasion. Nothing said or done in the course of such informal procedure may be made public without the written consent of the person concerned. However, all resolutions of complaints shall be reduced to writing, shall be signed by the Complainant, the Respondent, and the EO and shall be enforceable as a binding contract.
- n) All complaints alleging an unlawful discriminatory housing practice shall be handled in the manner described in section 42-6, Housing.

42-8. REASONABLE CAUSE AND CONCILIATION EFFORTS.

- a) If the Complaint is not sooner resolved, the EO shall, upon completion of the investigation, determine whether or not there is reasonable cause to believe that an unlawful discriminatory practice has occurred or is occurring.
- b) The EO shall make their determination on reasonable cause as promptly as possible and, so far as practicable, no later than 100 days after the Complaint was filed. If the EO is unable to complete the investigation within 100 days after the filing of the complaint the EO shall notify the complainant and respondent in writing of the reasons for not doing so.

- c) At the end of each investigation, a final investigative report will be prepared and, notwithstanding the prohibitions and requirements with respect to disclosure of information, the report will be made available to the parties upon request.
- d) In the event the EO determines that there is not reasonable cause to believe that an unlawful discriminatory practice has occurred or is occurring, or should the EO be unable to confirm or deny that discrimination took place they shall dismiss the Complaint and notify the Complainant and the Respondent of the decision.
- e) If the EO determines that reasonable cause exists, the EO shall notify the Complainant and the Respondent and shall attempt to resolve the Complaint by conference, conciliation, and/or persuasion.
- f) All conciliation agreements shall be signed by the Complainant and the Respondent and shall be recognized as a legally enforceable contract. To the extent required by law, each conciliation agreement shall be made public.
- g) If the EO, after a finding of reasonable cause, is unable to resolve the Complaint by conference, conciliation, or persuasion, it shall issue a written declaration that conciliation efforts have failed.
- h) If the EO issues a written declaration that conciliation efforts have failed, then the EO may issue penalties as authorized herein.

42-9. APPEALS.

Appeals from final decisions of the EO that there is reasonable cause to believe that a violation of the Ordinance has occurred may be appealed to a panel consisting of an assistant county manager, a staff attorney, and the strategic partnerships director. Appeals must be made in writing and delivered to the Clerk to the Board of the Buncombe County Commission within ten (10) days of receipt of the decision.

42-10. PENALTIES.

Pursuant to G.S. § 153A-123, the county manager, in consultation with county legal services, may choose from the remedies set forth below to enforce the requirements of this Chapter when there is a failure to comply with the requirements of this Chapter. Those remedies are as follows:

- a. In addition to or in lieu of the other remedies set forth in this Chapter the County Manager, or their designee, may issue a citation setting forth a civil penalty of \$100.00. In the case of a continuing violation, each 24-hour period in which the violation continues to exist shall constitute a separate violation. The citation shall be served upon the person violating any of the requirements of this Section by hand delivery or certified mail or by any other means made in accordance with the North Carolina Rules of Civil Procedure. In the event the violator does not pay the penalty within 30 days of service of the citation, the civil penalty shall be collected by the county in a civil action in the nature of debt, which shall not subject the offender to the penalty provisions of G.S. § 14-4.
- b. In addition to or in lieu of other remedies set forth in this Chapter, the county manager may direct county legal services to seek injunctive relief in the appropriate court.

Section 2. Nothing in this Ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any existing federal or state law.

Section 3. Should any provision of this Ordinance be found to be unconstitutional or otherwise legally impermissible by a court of law, such provision shall be severed from the remainder of the Ordinance, and such action shall not effect the enforceability of the remaining provisions of the Ordinance.

Section 4. That provisions of this Ordinance shall take effect and be in force on July 1, 2021.

This the 20th day of April, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

Lamar Joyner, Clerk

By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM

County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

New Business

Department: Commissioners

Presenter(s): Commissioners

Contact(s): Avril Pinder, County Manager

Subject: Public Attendance at Commissioner Meetings

Brief Summary: Commissioners requested to add item to the agenda.

Recommended Motion & Requested Action: n/a

County Manager's comments and Recommendation: n/a



03/10/2021

To the Chair and Members of the Commission

SUBJECT: Process to Allow Public Attendance at Meetings

With the recent Governor's Executive Order easing restrictions, allowing indoor mass gatherings of 25; the Board requested staff to develop a process of allowing the public to attend the Commissioner's meetings in person. The following plan is suggested:

With the initial allowance of 25 people; we can begin to allow residents to attend our Commissioner meetings; with an outlined plan to gradually increase our allowances as the Commission permits.

- Allow public attendance in the chamber, reserving up to 10 seats for the public.
- Room 310 can be used as overflow for the public; with social distancing the seating capacity is 9.
- Utilize the adjacent room (330) for staff and presenters until their agenda item is presented
- Enforce the mask mandate for all attendees and social distancing will be required
- Continue to allow the option for residents to call in, until all mandates are lifted.

This graduated approach can go into effect now with the 25 indoor capacity, or we can wait until the current executive order expires at the end of March to move forward with this approach.

Alternatively, we can keep the current process in place until all restrictions are lifted.

Please contact me if you have any questions.

Sincerely,

Avril Pinder
County Manager



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 4/6/2021

Board Appointments

Department: Strategic Partnerships
Presenter(s): Rachael Nygaard
Contact(s): Rachael Nygaard
Subject: Early Childhood Education and Development Committee

Brief Summary: Staggered terms for this committee should be established. This committee was created by the Commission in October 2018 and is comprised of 15 members. Member terms are two years each and seven initial terms were slated to be three years each in order to set the stagger. The Committee is appointed by the Commissioners upon application as follows:

- three (3) members of the Buncombe County Board of Commissioners;
- one (1) business community or economic development professional;
- one (1) funder or community investment professional;
- one (1) parent;
- one (1) pediatrician or medical professional in service to young children;
- one (1) professor or higher education professional;
- one (1) retiree from the field of early childhood education; and
- six (6) members of the public representing the community at large.

At its March 16, 2021 regular meeting the board approved to ratify and affirm the appointment dates and initial terms of each of the Early Childhood Committee members. One member was left off the list that was approved. The Early Childhood Committee requests that this Board ratify the terms requested by its members as follows:

<u>Name</u>	<u>Appointment</u>	<u>Term Expires</u>
• Leslie Anderson	4/2/2019	6/30/2022

Recommended Motion & Requested Action: Ratify and affirm the appointment dates and initial term of the Early Childhood Committee member as indicated above.

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