Board of Commissioners' Agenda

March 16, 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 2, 2021 Briefing Minutes
- Approval of March 2, 2021 Regular Meeting Minutes
- Resolution Approving Pyrotechnic Experts for Firework Display
  - Resolution
- Resolution Confirming that All Buncombe County Departments are Authorized to Participate in the North Carolina Local Government Debt Setoff Program
  - Resolution
- Budget Amendment for Dogwood Health Trust Census Grants Savings
  - Ordinances
- Budget Amendment for School Capital Needs Fund Reinstate Project: Roofing Projects FY2016
  - Ordinance
- Budget Amendment for Adult Drug Court Grant Update
  - 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

- Certified Election Officials

Presentations top

- Agriculture Awareness Day
- WNC Regional Air Quality Board
  - More Information
- Asheville City Schools DPI Facility Report

Public Hearings top

Public Comment process has changed for General Public Comments and Public Hearing Comments. Please click here for details and instructions.

- Biltmore Farms Rezoning Request
  - Staff Analysis & Information
  - Application
  - Planning Board Resolution
  - Maps
  - Approve Ordinance
  - Deny Resolution
  - Consistency/Inconsistency Statement
  - More Information

County Manager's Report top

- Coronavirus Local Fiscal Recovery Fund

Old Business top

New Business top

- CliftonLarsonAllen LLP (CLA) Fiscal Year 2021 Audit Contract and Engagement Letter
  - Contract
  - Letter

- Budget Amendment for Non-Congregate Sheltering (NCS) Model
  - Ordinance

- Ordinance Prohibiting Discrimination in Employment and Public Accommodations
  - Ordinance

Board Appointments top

- Early Childhood Education and Development Committee
- Adult Care Home Community Advisory Committee
  - Robert Tomasulo
  - Marsha Safian
  - Peggy Franc
  - Anne Minks
- Juvenile Crime Prevention Council
  - Stoney Blevins
  - Sylvia Clement
  - Celeste Ordiway
  - Suzanne Avett
  - Susan Dotson-Smith
- Mountain Area Workforce Development Board
  - Bryan Dover
  - Peter Cook
  - Scott McLean
  - Corie Hackney
  - Christopher McGlashan
  - Tony Reid
  - April Brown

Rodney Embler

- Mountain Community Capital Fund Operating Committee
  - Tim Love
  - Rachael Nygaard
  - Jeffrey Kaplan
- Planning Board
  - William Taylor
  - Nancy Waldrop

Announcements top

- April 6 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- April 6 @ 5 p.m. - Commissioners' Regular Meeting 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 MARCH 16, 2021 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on March 16, 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; Rachael Nygaard, Strategic Partnerships Director; Tim Love, Intergovernmental Relations; Nathan Pennington, Planning Director; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney;

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Commissioner Beach-Ferrara motioned to approve the Consent Agenda as presented and the remainder of the agenda. Commissioner Edwards seconded and the motion passed 7-0.

- Approval of March 2, 2021 Briefing Minutes
- Approval of March 2, 2021 Regular Meeting Minutes
- Resolution Approving Pyrotechnic Experts for Firework Display
    - Resolution
- Resolution Confirming that All Buncombe County Departments are Authorized to Participate in the North Carolina Local Government Debt Setoff Program
    - Resolution
- Budget Amendment for Dogwood Health Trust Census Grants Savings
    - Ordinances
- Budget Amendment for School Capital Needs Fund Reinstate Project: Roofing Projects FY2016
    - Ordinance
- Budget Amendment for Adult Drug Court Grant Update
    - Ordinance

PUBLIC COMMENT

Tina White, Allison Scott, Ken Brame, Judy Mattox, and Kim Roney expressed support for the non-discrimination ordinance agenda item.

Grant Millin expressed concerns and asked some questions about the non-discrimination ordinance agenda item.

Pepi Acedo, Lara Lustig, and Jensen Gelfond expressed support for not closing the Asheville Primary School.

Pam Knies expressed concerns about the administration process of the COVID-19 vaccination.

GOOD NEWS

- **Certified Election Officials**

Corinne M. Duncan, Elections Director, congratulated Bria Bailey and Kevin Roberts of Election Services for earning the official title of NC Certified Elections Administrator.

PRESENTATIONS

- **Agriculture Awareness Day**

Jackie Gillespie, Chair of Buncombe County Farm Bureau Women's Committee, highlighted and requested support for the local agriculture community.

- **WNC Regional Air Quality Board**

Joel Storrow, Board Chair, and Ashley Featherstone, Air Quality Director, provided an update to the commissioners on the work being accomplished by the agency.

- **Asheville City Schools DPI Facility Report**

Shane Cassida, Assistant Superintendent - Auxiliary Services, presented the facility needs survey report that contained data and information about student population/capacity, renovations/additions, and furnishings/equipment.

The Board had many questions related to closing the Asheville Primary School and looked to gather more information before acknowledging certification of the report.

PUBLIC HEARINGS

- **Biltmore Farms Rezoning Request**

Nathan Pennington, Planning Director, presented the request, stated that the request was consistent with the comprehensive plan and was unanimously approved by the Planning Board. The property would move from R-3 Residential to EMP-Employment to include a portion of the 100 acre parcel at the unaddressed location east of Brevard Road, Asheville. The total acreage of the portion of property is 11.57.

The Chairman opened the hearing at 6:47 p.m.

The hearing was closed at 6:48 p.m.

Vice Chair Whitesides moved to adopt the plan consistency statement. Commissioner Pressley seconded the motion and it passed 7-0.

Vice Chair Whitesides moved to approve the rezoning request. Commissioner Wells seconded the motion and it passed 7-0.

COUNTY MANAGER'S REPORT

Rachael Nygaard, Strategic Partnerships Director, provided an update of the Coronavirus Local Fiscal Recovery Fund. The estimated Buncombe County fund allocation is over $51 million that is aimed at mitigating the continuing effects of the pandemic. The funds can be used broadly for various projects and needs.

NEW BUSINESS

- **CliftonLarsonAllen LLP (CLA) Fiscal Year 2021 Audit Contract and Engagement Letter**

Don Warn, Finance Director, explained the request to extend the original three year contract for one year for CLA to conduct the audit services.

Vice Chair Whitesides moved to approve the contract and authorize the Chair to sign the contract and engagement letter. Commissioner Pressley seconded the motion and it passed 7-0.

- **Budget Amendment for Non-Congregate Sheltering (NCS) Model**

Jennifer Barnette, Budget Director, explained the budget amendment.

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

- **Ordinance Prohibiting Discrimination in Employment and Public Accommodations**

Commissioners Beach-Ferrara and Sloan led the discussion of this agenda item. They explained the reasons and purpose behind the development of the ordinance. Commissioner Sloan asked that the enforcement of the ordinance include more extensive penalties. The ordinance is scheduled to be presented at the April 6, 2021 regular meeting.

BOARD APPOINTMENTS

Chairman Newman moved to reappoint **Robert Tomasulo**, **Marsha Safian**, **Peggy Franc** and **Anne Minks** to the **Adult Care Home Community Advisory Committee**. Commissioner Whitesides seconded and the motion passed 7-0.

Chairman Newman moved to reappoint **Stoney Blevins** (health director), **Sylvia Clement** (juvenile chief court counselor), **Celeste Ordiway** (mental health director), **Suzanne Avett** (HHS), and **Susan Dotson-Smith** (district court judge) to the **Juvenile Crime Prevention Council**. Commissioner Beach-Ferrara seconded and the motion passed 7-0.

Chairman Newman moved to reappoint **Bryan Dover** (private sector employer), **Peter Cook** (private sector employer), **Corie Hackney** (private sector employer), **Christopher McGlashan** (labor organization), **Tony Reid** (vocational rehabilitation), and **Rodney Embler** (education-title III) to the **Mountain Area Workforce Development Board**. Commissioner Whitesides seconded and the motion passed 7-0.

Chairman Newman moved to reappoint **Tim Love** (BC staff), **Rachael Nygaard** (BC staff), and **Jeffrey Kaplan** (community stakeholder) to the **Mountain Community Capital Fund Operating Committee**. Commissioner Edwards seconded and the motion passed 7-0.

Chairman Newman moved to reappoint **William Taylor** and **Nancy Waldrop** to the **Planning Board**. Commissioner Sloan seconded and the motion passed 7-0.

- **Early Childhood Education and Development Committee**

Chairman Newman moved ratify and affirm the appointment dates and initial terms of each of the Early Childhood Committee members as indicated below. Commissioner Wells seconded and the motion passed 7-0.

Name	Appointment	Term Expires
• Al Whitesides	4/2/2019	6/30/2021
• Jasmine Beach-Ferrara	4/2/2019	6/30/2021
• Robert Pressley	4/2/2019	6/30/2022
• Brandy Bowman	9/1/2020	6/30/2021
• Chavaun Letman	4/2/2019	6/30/2021
• Glenda Weinert	4/2/2019	6/30/2021
• Jane Hatley	4/2/2019	6/30/2021
• Kidada Wynn	4/2/2019	6/30/2022
• Kit Cramer	4/2/2019	6/30/2022
• Mistie Reising-Cogbill	4/2/2019	6/30/2022
• Philip Belcher	4/2/2019	6/30/2022
• Rich Johnston	4/2/2019	6/30/2021
• Susan Mims	4/2/2019	6/30/2022
• Wendy Wieber	9/1/2020	6/30/2021

ANNOUNCEMENTS

The Chairman made the following announcements:

- *March 30 @ 10 a.m. - Commissioners' Budget Work Session at 200 College Street, Room 326 in downtown Asheville.*
- *April 6 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *April 6 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

Vice Chair Whitesides moved to adjourn the meeting. Commissioner Wells seconded and the motion passed 7-0. The meeting was adjourned at 7:45 p.m.

LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS

BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Consent Agenda

Department: Emergency Services

Presenter(s): Jerry Leatherwood, Deputy Fire Marshal

Contact(s): Jerry Leatherwood, Deputy Fire Marshal

Subject: Resolution Approving Pyrotechnic Experts for Firework Displays

Brief Summary:

The Fire Marshal's Office received a request from Pyrotechnico Fireworks, Inc. to conduct fireworks displays on April 10, 2021.

The location is listed below:

Biltmore Estate
1 Lodge Street Hill Rd (South Terrace)
Asheville 28803

In accordance with the current Executive Order, physical distancing, face coverings and mass gathering guidelines will be strictly adhered to.

Recommended Motion & Requested Action: Approve resolution.

County Manager's comments and Recommendation:

County Manager recommends approval.

RESOLUTION #21-03-15

RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING FIREWORKS DISPLAYS

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

WHEREAS, application has been made by Pyrotecnico Fireworks, Inc. for pyrotechnic displays; and

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

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

1. That the following be granted permission to conduct fireworks displays at the location and on the dates shown, to-wit:

NAME	LOCATION	DATE
Pyrotechnico	Biltmore Estate	April 10, 2021

2. The County Fire Marshal has reviewed these requests and found that those listed above are qualified pyrotechnic experts.

3. That pursuant to N.C.G.S. 14-410 and 14-413 the Board has found that the above named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

4. In accordance with the current NC Executive Order, physical distancing and mass gathering guidelines will be strictly adhered to.

ADOPTED this the 16th day of March, 2021.

ATTEST

Lamar Joyner
LAMAR JOYNER, CLERK

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

Brownie Newman
BROWNIE NEWMAN, CHAIRMAN

APPROVED AS TO FORM:

COUNTY ATTORNEY

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Consent Agenda

Department: Legal

Presenter(s): Michael Frue
Don Warn

Contact(s): Michael Frue, Don Warn

Subject: Resolution Confirming that All Buncombe County Departments are Authorized to Participate in the North Carolina Local Government Debt Setoff Program

Brief Summary:
N.C. Gen. Stat. § 105A *et seq.*, the "Set-off Debt Collection Act" (commonly referred to simply as "debt set-off") allows North Carolina counties and other local government agencies to attach state income tax returns and lottery winnings to satisfy debts of $50 or more owed by persons, including bodies politic and corporate, for taxes, assessments, fees, fines, or any obligation owed to a local government.[1]

In 2002, via County resolution 02-10-3 the County began using debt setoff primarily for the collection of unpaid taxes.[2] The Legal Department recommends that the County adopt a Resolution that expressly allows all County departments to participate in the program.

Recommended Motion & Requested Action:
That the Board adopt the Resolution Authorizing all Buncombe County Departments to Participate in the North Carolina Local Government Debt Setoff Program.

County Manager's comments and Recommendation:
Recommends approval.

[1] See, generally, "Suped-Up Set-Off Debt Collection," McLaughlin, Chris, Coates Cannons https://canons.sog.unc.edu/suped-up-set-off-debt-collection/ (last visited January 12, 2021).
[2] Buncombe County Res. 02-10-3 (Bk. 114, Pg. 97) "Resolution Authorizing the Tax Department to Participate in the NC Local Government Debt Setoff Program."

RESOLUTION #21-03-16

RESOLUTION CONFIRMING THAT ALL BUNCOMBE COUNTY DEPARTMENTS ARE AUTHORIZED TO PARTICIPATE IN THE NORTH CAROLINA LOCAL GOVERNMENT DEBT SETOFF PROGRAM

Whereas, North Carolina General Statutes Chapter 105A known as the "Setoff Debt Collection Act" authorizes the North Carolina Department of Revenue to cooperate in identifying debtors who owe money to local governments and who qualify for refunds from the Department of Revenue; and

Whereas, the law authorizes the setting off of certain debts owed to local governments against tax refunds and lottery winnings due to persons indebted to said local governments; and

Whereas, the North Carolina Association of County Commissioners and the North Carolina League of Municipalities have jointly established a clearinghouse to submit debts on behalf of Buncombe County as provided by law; and

Whereas, the Buncombe County Legal Department has advised this Board that it would be in the best interest of the County to for this Board to authorize all County departments to participate in this program.

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

1. That, by and with the consent of County Management and consistent with instruction from the County Legal Department, Buncombe County, including its various Departments and affiliate agencies, are hereby authorized to participate in the NC Local Government debt setoff program to the fullest extent allowed by law, for any lawful purpose, including, but not limited to, the collection of debt owed to the County or to any entity on behalf of which the County may legally collect a debt through said program.

2. That the County Manager, or the Manager's designee or designees, may hold hearings, conduct necessary proceedings, and communicate with the North Carolina Local Government Debt Setoff Clearinghouse on behalf of the County.

3. That the Chair, Vice-Chair, and the County Manager or the Manager's Designee, or any one of them, are hereby authorized to execute such documents as may be required to effect the purposes and intents of this Resolution.

4. That, by and with the consent of the County Legal Department, County staff is hereby authorized to proceed with this undertaking and all acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the

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

5. That 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.

6. That this resolution be effective upon its adoption.

ADOPTED this the 16th day of March, 2021.

ATTEST:

Lamar Joyner
Clerk to the Board

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE

BY: _____
Brownie Newman
Board Chair

APPROVED AS TO FORM:

Michael Frue
County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Consent Agenda

Department:
Budget

Presenter(s):
Jennifer Barnette

Contact(s): Timothy Love

Subject: Dogwood Health Trust - Census Grant Savings

Brief Summary:
Buncombe County received two grants from the Dogwood Health Trust (DHT) to increase Census participation. As a result of COVID-19, the scope of the project was changed and grant funds were not completely expended. DHT confirmed unused funds will not be returned to DHT and the funds can be used in line with DHT's overall priorities and purpose.

Buncombe County staff are exploring strategies for utilizing the funds for expanding internet access at public library locations to allow patrons to access outdoor/parking lot internet access. The work can be completed and funds fully expended by June 30, 2021.

These amendments reduce the original grant budgets and reallocate $16,728 to the repurposed project. No county funds are required.

Recommended Motion & Requested Action:
Approve budget amendment

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

ORDINANCE #21-03-17

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 16, 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 16th day of March, 2021.

Granting Agency:	Dogwood Health Trust
Grant Name:	2020 Census - Community Center Kiosks

Description:
In March 2020, the Dogwood Health Trust (DHT) awarded $21,600 to install internet kiosks in community centers across Buncombe County in order to increase Census participation. The project is complete and resulted in $3,488.82 in remaining budget.

This amendment realigns the original budget to actual spending by type and reduces the total budget by the current savings ($3,488). These funds will be budgeted in a new grant, which uses the repurposed savings.

Funding Source:
Funds provided by Dogwood Health Trust

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Fund 327 - 2020 Census - Community Center Kiosks - 4102:Grant Revenue	$ (3,488)	
Fund 327 - 2020 Census - Community Center Kiosks - Non Capital Equipment		$ (21,600)
Fund 327 - Census Incentives Grant - Expenditures		$ 18,112
TOTAL	$ (3,488)	$ (3,488)

ATTEST:

Tamara Saynes
Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: Brownie Newman
Chairman of the Board

ORDINANCE #21-03-18

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 16, 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 16th day of March, 2021.

Granting Agency:	Dogwood Health Trust
Grant Name:	Census Incentives Grant

Description:
The Dogwood Health Trust (DHT) supported efforts to increase Census counts by incentivizing Buncombe County to increase its response rate. Buncombe County established this grant and $10,000 budget on August 4, 2020. Since establishing the grant, DHT increased the incentives associated with the grant by $4,000, and the remaining award is $13,240.

This amendment reduces the budget by the current budget savings ($9,240). These savings and the additional $4,000 award will be budgeted in a new grant, which uses the repurposed savings.

Funding Source:
Funds provided by Dogwood Health Trust

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Fund 327 - Census Incentives Grant - 4102:Grant Revenue	$ (9,240)	
Fund 327 - Census Incentives Grant - Expenditures		$ (9,240)
TOTAL	$ (9,240)	$ (9,240)

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By:

Chairman of the Board

ORDINANCE #21-03-19

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 16, 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 16th day of March, 2021.

Granting Agency:	Dogwood Health Trust
Grant Name:	DHT Census Grants Savings

Description:

Buncombe County received two grants from the Dogwood Health Trust (DHT) to increase Census participation. As a result of COVID-19, the scope of the project was changed and grant funds were not completely expended. DHT confirmed unused funds will not be returned to DHT and the funds can be used in line with DHT's overall priorities and purpose.

Buncombe County staff are exploring strategies for utilizing the funds for expanding internet access at public library locations to allow patrons to access outdoor/parking lot internet access. This grant consolidates the savings from two census-related grants to establish a budget for the new project.

Funding Source:

Funds provided by Dogwood Health Trust

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Fund 327 - DHT Census Grants Savings - 4102:Grant Revenue	$ 16,728	
Fund 327 - DHT Census Grants Savings - Expenditures		$ 16,728
TOTAL	$ 16,728	$ 16,728

ATTEST:

Tamara Laycock
Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: Brownie W
Chairman of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Consent Agenda

Department:
Finance

Presenter(s):
Jennifer Barnette, Budget

Contact(s): Matt Evans, Finance

Subject: Reinstate Project: Roofing Projects FY2016

Brief Summary:
On the March 3, 2020, the Board approved a budget ordinance to close several projects related to the School Capital Fund Commission.

Recently, it came to the attention of the Budget and Finance Departments that one project was prematurely closed. The project, Roofing Projects FY2016, totaled $754,000 and had $45,080 remaining. This project needs to be reinstated at the remaining amount in order to be completed.

These are not new dollars as the remaining balance was previously moved back into the School Capital Fund Commission available balance and will be reappropriated from there for this amendment.

The School Capital Fund Commission approved this amendment on March, 8th, 2021.

Recommended Motion & Requested Action:
Approve capital project ordinance

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

ORDINANCE #21-03-20

BUNCOMBE COUNTY, NORTH CAROLINA
Public School Capital Needs Fund Project Ordinance

BOARD MEETING DATE: March 16, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-2021 Public School Capital Needs Fund as outlined below in Exhibit "A" to the budget,

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 16th day of March, 2021.

Requesting Department: School Capital Fund Commission
Budget Amendment Item: Reinstate Project: Roofing Projects FY2016

Project Description:
On the March 3, 2020, the Board approved a budget ordinance to close several projects related to the School Capital Fund Commission.

Recently, it came to the attention of the Budget and Finance Departments that one project was prematurely closed. The project, Roofing Projects FY2016, totaled $754,000 and had $45,080 remaining. This project needs to be reinstated at the remaining amount in order to be completed.

These are not new dollars as the remaining balance was previously moved back into the School Capital Fund Commission available balance and will be reappropriated from there for this amendment.

The School Capital Fund Commission approved this amendment on March, 8th, 2021.

Funding Source:
The remaining amount was originally moved to available SCFC revenue, but will be reappropriated from that account.

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Roofing Projects FY2016	$ 45,080	$ 45,080
TOTAL	$ 45,080	$ 45,080

ATTEST:

Tamara Haynes
Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: Brownie Newman
Chairman of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Consent Agenda

Department:
Budget

Presenter(s):
Jennifer Barnette, Budget

Contact(s): Tiffany Iheanacho, Justice Services Director
Sala Menaya-Merritt, Diversion Services Program Manager

Subject: Adult Drug Court Grant Update

Brief Summary:
On October 30, 2018, the Buncombe County Board of Commissioners (BOC) established the Adult Drug Court Grant. The grant is a 4-year award (January 1, 2019 – December 31, 2022) that provides funding for implementation & enhancement of drug treatment courts. The adopted budget allocated funding for contracted services.

On May 19, 2020, the BOC authorized Justice Services to transition 11 positions from contract positions to county personnel. This included 1 position funded through the Adult Drug Court Grant. On March 5, 2021, Justice Services received authorization from the Bureau of Justice Assistance to amend the grant budget to make this change.

This budget amendment moves funds from contracted services to cover the grant-funded position. No new county dollars are required.

Recommended Motion & Requested Action:
Approve budget amendment

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

ORDINANCE #21-03-21

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 16, 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 16th day of March, 2021.

Granting Agency:	U.S. Department of Justice, Bureau of Justice Assistance
Grant Name:	Adult Drug Court Grant

Description:

On October 30, 2018, the Buncombe County Board of Commissioners (BOC) established the Adult Drug Court Grant. The grant is a 4-year award (January 1, 2019 – December 31, 2022) that provides funding for implementation & enhancement of drug treatment courts. The adopted budget allocated funding for contracted services.

On May 19, 2020, the BOC authorized Justice Services to transition 11 positions from contract positions to county personnel. This included 1 position funded through the Adult Drug Court Grant. On March 5, 2021, Justice Services received authorization from the Bureau of Justice Assistance to amend the grant budget to make this change. This budget amendment moves funds from contracted services to cover the grant-funded position. No new county dollars are required.

Funding Source:

Existing grant funds from the U.S. Department of Justice, Bureau of Justice Assistance. No new county dollars are required.

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Fund 327 - Adult Drug Court - 6090:Contract and Professional Services		$ (353,642)
Fund 327 - Adult Drug Court - Expenditures		$ 353,642
TOTAL	$ -	$ -

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By:

Chairman of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Good News

Department: Election Services

Presenter(s): Corinne M. Duncan, Elections Director

Contact(s): Corinne M. Duncan, Elections Director

Subject: Two New Certified Election Officials

Brief Summary:

Congratulations to Bria Bailey and Kevin Roberts of Election Services. They recently earned the official title of NC Certified Elections Administrator. Both Bria and Kevin have been in elections since 2015 and during that time have put in many hours of preparation and served through multiple election cycles.

To obtain this certification, the following was required:

- Pass an exam on NC General Statutes Chapter 163A Election Law, the NC Administrative Code, and official Rule Clarifications
- Demonstrate knowledge of elections preparation procedures, software, and functions (registration, absentee voting, early voting, Election Day, canvass, provisional voting, candidate filing, campaign finance, hearings/challenges/protests, districts, polling locations, and security)
- Be an election administrator for at least three years
- Serve during at least one presidential election cycle (primary and general)
- Serve during at least one municipal cycle
- Attend at least three state training conferences

Increasing participation and the demands of modern technology have made today's election process much more complicated. Elections administration requires specific knowledge, training, and abilities, as well as management skills. Buncombe Election Services is proud to have six expertly trained NC Certified Elections Administrators in our department.

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Presentations

Department: n/a

Presenter(s): Jackie Gillespie, Chair of Buncombe County Farm Bureau Women's Committee

Contact(s): Jackie Gillespie

Subject: Agriculture Awareness Day

Brief Summary:

Discussion about Agriculture Awareness Day.

Recommended Motion & Requested Action:

None

County Manager's comments and Recommendation:

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Presentations

Department: WNC Regional Air Quality Board

Presenter(s): Joel Storrow, Chair

Contact(s): Joel Storrow

Subject: WNC Regional Air Quality Board Update

Brief Summary:

Update Board of Commissioners on the WNC Regional Air Quality Board.

Recommended Motion & Requested Action:

None

County Manager's comments and Recommendation:

WNC Regional Air Quality Agency Board Update 2020

JOEL STORROW, CHAIRMAN

ASHLEY FEATHERSTONE, DIRECTOR
WESTERN NORTH CAROLINA REGIONAL AIR QUALITY AGENCY

About Us

Members

Joel Storrow, Chair
Karl Koon, Vice Chair
Vonna Cloninger
Evan Couzo
Garry Whisnant

Mission

The Mission of the Western North Carolina Regional Air Quality Agency is to protect and monitor the area's air quality to safeguard the public health and the environment.

Purpose

The Air Quality Board's primary responsibility is to govern the overall operations of the Agency, including oversight of the Agency budget, selecting the Director according to Buncombe County personnel policies, approval of industrial permits, and final judgment on appealed Notices of Violation.

WNCRAQA - Overview

- Inter-local Agreement (Pursuant to NCGS 143-215.112 Local Air Pollution Control Programs)
- Governed by an Independent 5 Member Board
  - 3 members are appointed by Buncombe County Commission
  - 2 members are appointed by Asheville City Council
- Advisory Committee
  - Members of the community from diverse backgrounds
  - Citizens may apply and are appointed by the board

Air Pollution in WNC

- Temperature Inversions
  - Trap air pollution near surface, rather than dispersing it
- "Bowl" Effect associated with topography
- Any locally-generated pollution exacerbates the problem

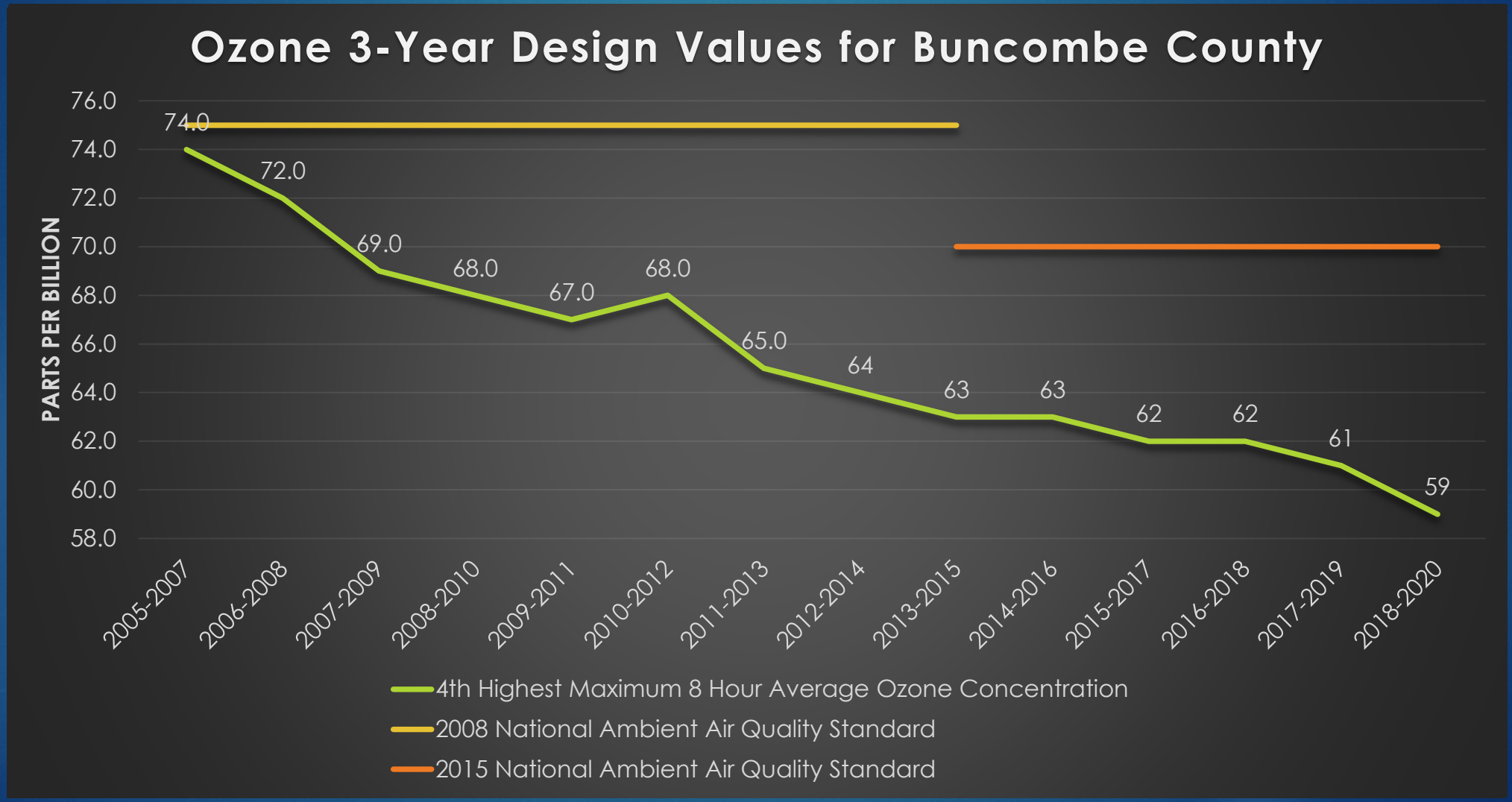
History

- City of Asheville Smoke Abatement Program – 1947-1967
- Multi-County Agency
  - 1967-1970 Buncombe, Haywood, Henderson, Transylvania
  - 1970-2000 Buncombe and Haywood
  - 2000-Buncombe County and City of Asheville

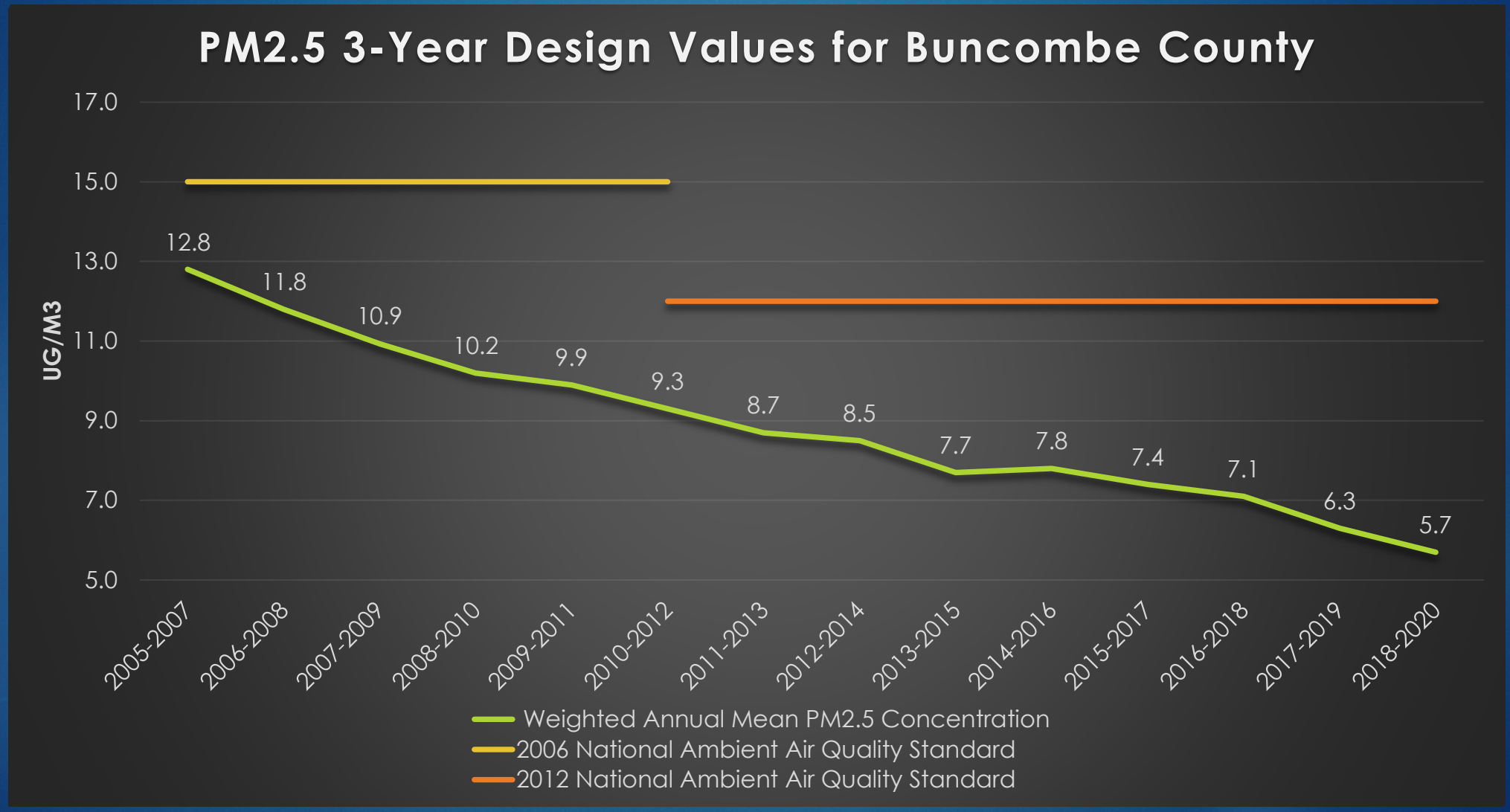
What does the Agency do?

- Monitor Air Quality for compliance with National Ambient Air Quality Standards (NAAQS)
- Responsible for implementing federal, state, and local air quality regulations
  - Permitting of industrial and area sources
  - Asbestos Removal, Demolition and Renovation permits
  - Open Burning and Dust
- Education and Outreach
  - Pollution Prevention Projects and Outreach
    - Diesel retrofits-school buses and fire engines
    - Clean Air Excellence Awards
    - Work with partners: local Clean Air Campaign and Clean Vehicles Coalition

Ozone Levels in Buncombe County

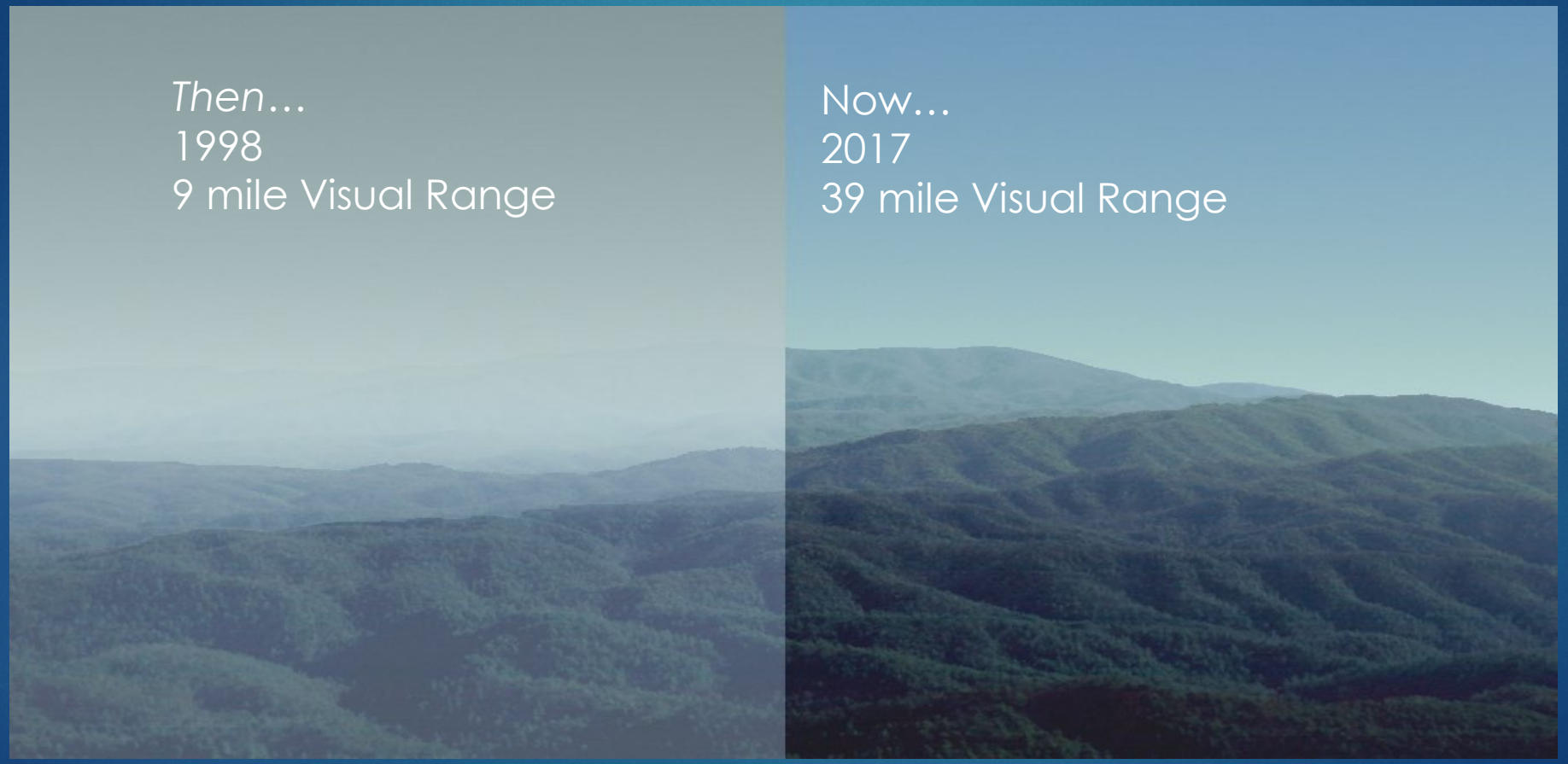


$PM_{2.5}$ Levels in Buncombe County



WESTERN NORTH CAROLINA REGIONAL AIR QUALITY AGENCY

Improvement in Haze on 20% Most Impaired Days at Look Rock



WESTERN NORTH CAROLINA REGIONAL AIR QUALITY AGENCY

What's New

- Duke Energy Progress Western Carolinas Modernization Project
  - 2 new natural gas/fuel oil fired combined cycle are operational.
  - Coal fired units retired on January 29, 2020
- EPA designated the Limestone Township portion of Buncombe County as Attainment/Unclassifiable for the SO2 standard in 2020
  - NAAQS: 75 ppb (99th percentile of 1-hour daily maximum concentrations)
  - 3 Year Design Value of 11.5 ppb
- Data Modernization Program
  - Working with IT to implement Accela Program
  - Electronic payments for regulated community

Financial Update

- Agency is 100% self funded:
  - US EPA Grants
  - Industrial and commercial permit fees
  - NC Gas Tax
- Permit fees for Title V permitting program have been decreasing over time
  - Based on emissions
- EPA Grant Funding has been level since 2004
  - Funding decreased with inflation

Next Steps

- Board Retreat-April 15
  - Budget review
  - Revenues and expense forecasting
  - Fund balance review
- Permit Fee Evaluation
- Advisory Committee Roles and Responsibilities
- Participate in county initiatives to reduce greenhouse gas emissions (environmental and energy stewardship)
- Participating in EPA's environmental justice workgroup

Questions?

Joel Storrow, Chair
Ashley Featherstone, Director
Western North Carolina Regional Air Quality Agency
828-250-6777
joel.storrow@mcgillassociates.com
ashley.featherstone@buncombecounty.org

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**	

	K-5	Middle	High	K-12
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

	K-5	Middle	High	K-12
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**

	K-5	Middle	High	K-12
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

	K-5	Middle	High	K-12
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**

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

Public Hearings

Department: Planning and Development **Presenter(s):** Nathan L. Pennington, CFM, Planning Director

Contact(s): Nathan L. Pennington, CFM

Subject: ZPH2021-00005 Biltmore Farms Map Amendment (Rezoning Request)

Brief Summary: Applicant requests rezoning of a portion of one (1) parcel of land totaling approximately 11.57 acres, from R-3 to EMP.

A detailed report of the request is included in the attached staff analysis.

Recommended Motion & Requested Action: Planning Department Staff recommends the Board of Commissioners APPROVE the rezoning request.

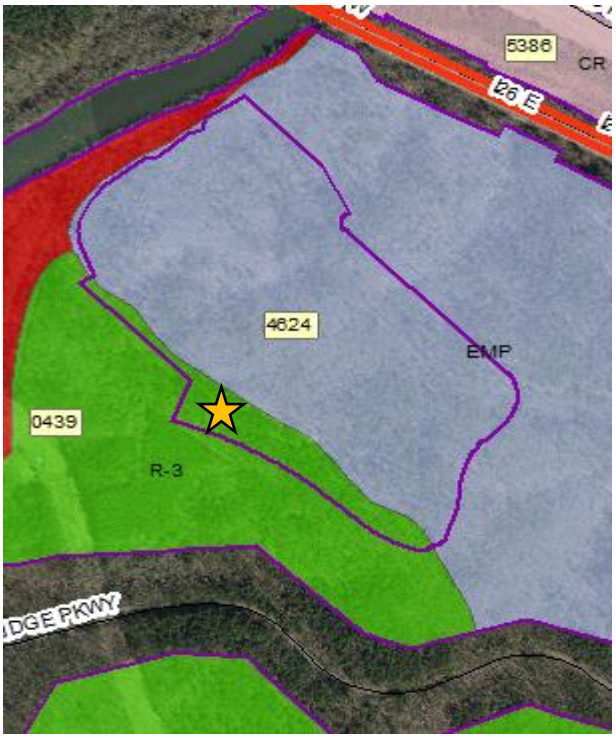
The Buncombe County Planning Board considered the proposed rezoning on February 15, 2021 and March 1, 2021 and unanimously recommended APPROVAL as presented by a vote of 9-0.

County Manager's Comments and Recommendation: See staff recommendation in staff analysis.

BUNCOMBE COUNTY
PLANNING & DEVELOPMENT
(828) 250-4830 - PlanningInfo@BuncombeCounty.org
www.buncombecounty.org/planning

ZONING MAP AMENDMENT
STAFF ANALYSIS
Legislative Hearing

LOCATION MAP



CASE NUMBER: ZPH2021-00005

A. PROPERTY INFORMATION

PIN(s): 9635.38.4624
Addresses: Unaddressed 100 Acre Parcel East of Brevard Rd.
Owner(s): Biltmore Farms, LLC

B. REZONING REQUEST

Applicant / Agent: Buncombe County/Biltmore Farms
Existing Zoning: EMP (Employment), R-3 (Residential District)
Proposed Zoning: EMP (Employment)
Total Parcels & Acreage: One (1), +/- 11.57 acres to be Rezoned

C. PUBLIC NOTICE

Planning Board Notice in AVL Citizen Times legal ad: 2/3/21
Planning Board Notice mailed to owners within 1,000 ft: 2/3/21
Planning Board Physical posting: 2/5/21
Planning Board Notice on BC Website: 2/3/21
Planning Board Hearing # 1: 2/15/21
Planning Board Hearing # 2: 3/1/21
BOC Notice in AVL Citizen Times legal ad: 3/3 and 3/10/21
BOC Notice mailed to owners within 1,000 ft: 3/3/21
BOC Physical posting: 3/5/21
BOC Notice on BC Website: 3/3/21
BOC Hearing: 3/16/21

D. SUMMARY OF REQUEST

The Buncombe County Planning Department, on behalf of Biltmore Farms, LLC has requested to rezone a portion of one (1) parcel of land from R-3 to EMP.

E. RECOMMENDATION

APPROVAL (see Section J, below)

F. COMPARISON OF ZONING ORDINANCE DISTRICT STATEMENT OF INTENT

EXISTING ZONING DISTRICT(S):

Residential District (R-3)

The R-3 Residential District is primarily intended to provide locations for a variety of residential development depending upon the availability of public water and sewer services. Some areas within the R-3 Residential District will have no public water and sewer services available and will thus be suitable primarily for single-family residential units on individual lots and mobile homes on individual lots. Other areas within the district will have public water and/or sewer service available and will thus be suitable for higher density uses such as multifamily residential units, planned unit developments, and mobile home parks. The R-3 district also provides for various recreational, community service and educational uses that will complement the residential development.

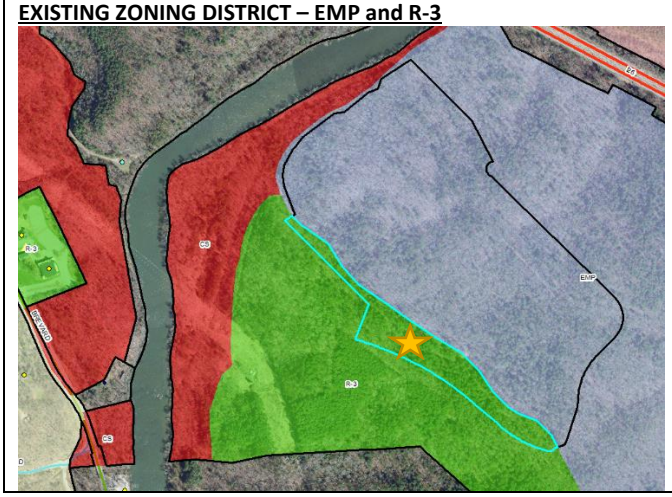
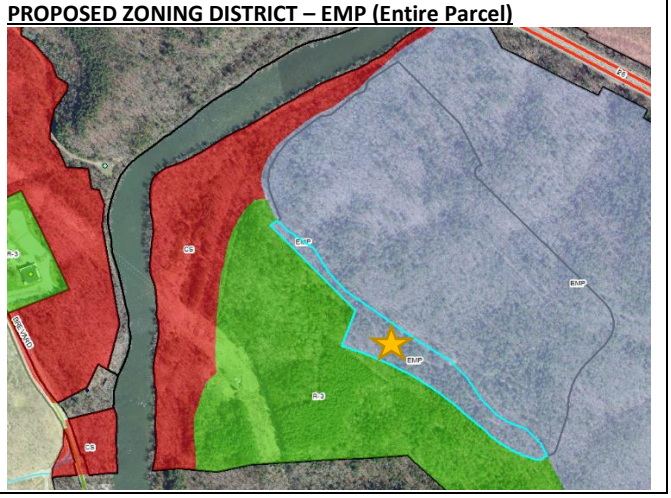
PROPOSED ZONING DISTRICT:

Employment District (EMP)

The EMP Employment District is primarily intended to provide appropriately located sites for employment concentrations primarily for office uses, industrial uses, storage and warehousing, and wholesale trade. Such locations should currently have public water and sewer services available or be expected to have these services in the future. Only those manufacturing uses will be allowed which meet all local, state and federal environmental standards, and do not involve obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazards, or other objectionable conditions which would be detrimental to the health, safety, and general welfare of the community. These areas will also include sites suitable for supportive activities such as community service, commercial service, and residential uses.

G. SPOT ZONING ANALYSIS

The map amendment request represents a small portion (approximately 11.57 acres) of a contiguous 100 acre property that is requested to be rezoned from R-3 to EMP. Staff has no concern as it relates to the potential for a spot zoning challenge due to the expanse of existing EMP zoning to the east.

EXISTING ZONING DISTRICT – EMP and R-3	PROPOSED ZONING DISTRICT – EMP (Entire Parcel)
	

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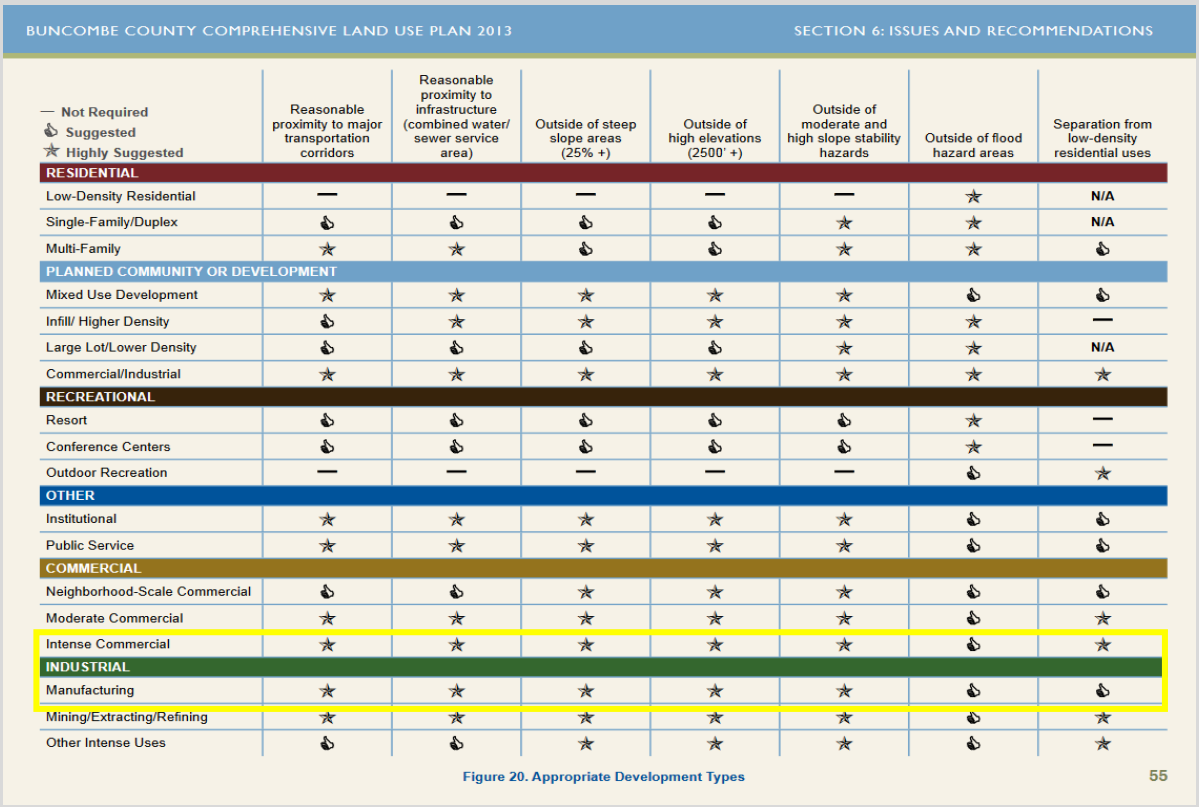
H. COMPREHENSIVE LAND USE PLAN CONSISTENCY *(See Figure 20 on page 4)*

1. LAND USE PLAN RECOMMENDATIONS: The following is an analysis of the rezoning proposal in context of Figure 20. *Appropriate Development Types of the Buncombe County Comprehensive Land Use Plan 2013*:



BUNCOMBE COUNTY COMPREHENSIVE LAND USE PLAN 2013 — SECTION 6: ISSUES AND RECOMMENDATIONS

— Not Required ♿ Suggested ★ Highly Suggested	Reasonable proximity to major transportation corridors	Reasonable proximity to infrastructure (combined water/ sewer service area)	Outside of steep slope areas (25% +)	Outside of high elevations (2500' +)	Outside of moderate and high slope stability hazards	Outside of flood hazard areas	Separation from low-density residential uses
RESIDENTIAL							
Low-Density Residential	—	—	—	—	—	★	N/A
Single-Family/Duplex	♿	♿	♿	♿	★	★	N/A
Multi-Family	★	★	♿	♿	★	★	♿
PLANNED COMMUNITY OR DEVELOPMENT							
Mixed Use Development	★	★	★	★	★	♿	♿
Infill/ Higher Density	♿	★	★	★	★	★	—
Large Lot/Lower Density	♿	♿	♿	♿	★	★	N/A
Commercial/Industrial	★	★	★	★	★	★	★
RECREATIONAL							
Resort	♿	♿	♿	♿	♿	★	—
Conference Centers	♿	♿	♿	♿	♿	★	—
Outdoor Recreation	—	—	—	—	—	♿	★
OTHER							
Institutional	★	★	★	★	★	♿	♿
Public Service	★	★	★	★	★	♿	♿
COMMERCIAL							
Neighborhood-Scale Commercial	♿	♿	★	★	★	♿	♿
Moderate Commercial	★	★	★	★	★	♿	★
Intense Commercial	★	★	★	★	★	♿	★
INDUSTRIAL							
Manufacturing	★	★	★	★	★	♿	♿
Mining/Extracting/Refining	★	★	★	★	★	♿	★
Other Intense Uses	♿	♿	★	★	★	♿	★

Figure 20. Appropriate Development Types

55

- **Further alignment with the Comprehensive Plan related to the need retain opportunities for advanced manufacturing and industrial development are discussed on pages 12-14 of the plan. Additionally, advanced manufacturing and science and technology are two industry clusters that are included in the AVL 5X5 Strategy in partnership with the Economic Development Coalition (EDC) and Asheville Area Chamber of Commerce. The plan seeks to add 5,000 new jobs and $500 million in capital investment within the five industry target clusters.**
- **Under the community focus area of Vibrant Economy in the Buncombe County Strategic Plan 2020-2025, the goal of increasing total employment in the region's targeted industries is discussed on page 28 of the plan.**

https://www.buncombecounty.org/common/planning/land-use-plan-update-2013.pdf

https://www.ashevillechamber.org/economic-development-strategy/avl-5x5-strategy/

https://www.buncombecounty.org/governing/commissioners/strategic-plan.aspx

2. CONSISTENT: The change is <u>consistent</u> with the following recommendations of the Comprehensive Land Use Plan 2013 Update as outlined below:	"Reasonable proximity to major transportation corridors" [highly suggested] – **<u>the subject property is less than ½ mile from Brevard Road and will be connected by a future road and bridge. In addition to this, it is anticipated that a future interchange will be constructed to the east along I-26. Brevard Road is identified as transportation corridor in the comprehensive plan.</u>** "Reasonable proximity to infrastructure (combined water / sewer service area)" [highly suggested] – **<u>Public water and sewer service will</u>**

	be provided to the subject property pursuant to the recently approved Pratt and Whitney manufacturing facility conditional use permit approved by the BC Board of Adjustment. "Outside of steep slope areas (25%+)" [highly suggested] **Largely In compliance with suggestion.** "Outside of high elevations (2500'+)" [highly suggested] **In compliance with suggestion.** "Outside of moderate and high slope stability hazards" [highly suggested] **In compliance with suggestion – only de minimis remnant pieces of the parcel within the requested rezoning area are slightly within these confines.** "Outside of flood hazard areas" [suggested] **In compliance with suggestion.** "Separation from low-density residential uses" [suggested] **In compliance with suggestion.**
3. INCONSISTENT: The change is inconsistent with the following recommendations of the Comprehensive Land Use Plan 2013 Update as outlined below:	None noted.

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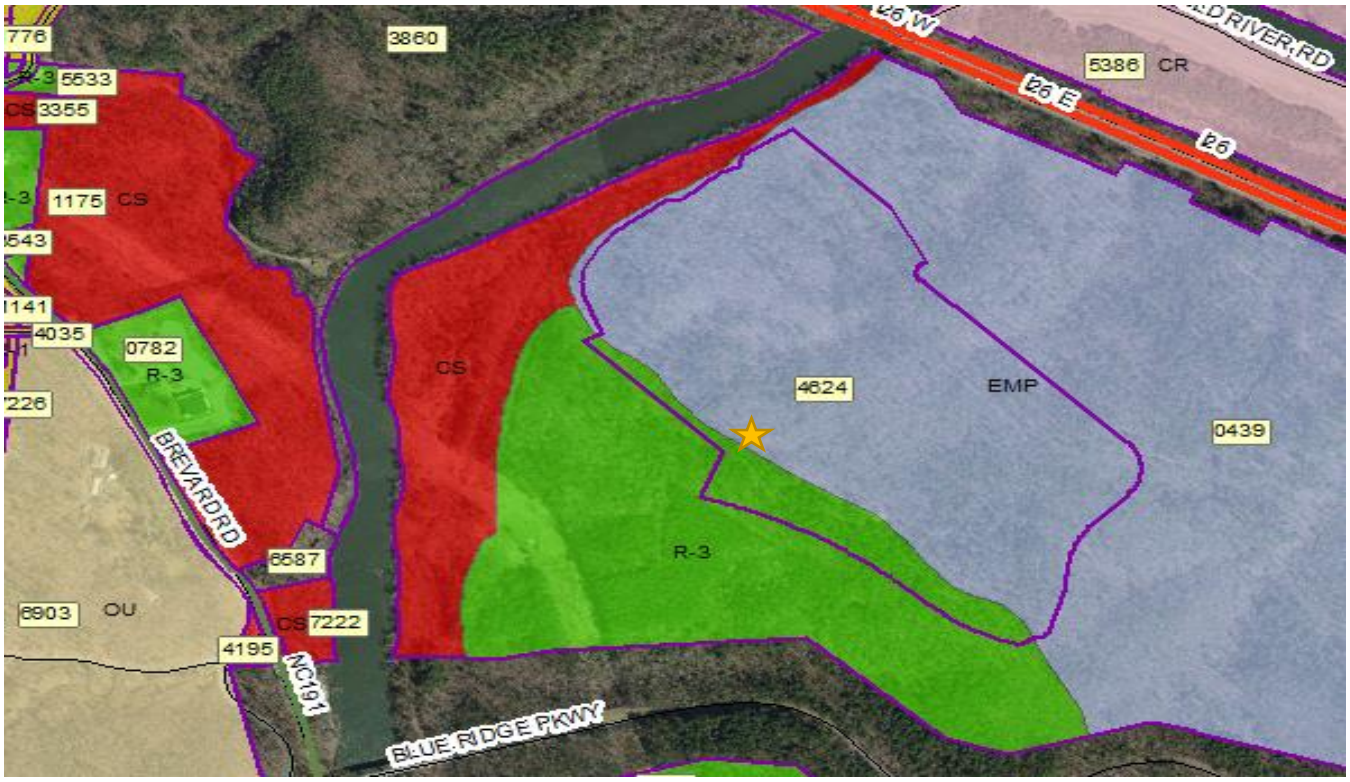
I. NEIGHBORHOOD CONSISTENCY

1. CURRENT DEVELOPMENT TYPES:

The subject property consists of one (1) individual parcel – with only a narrow strip (aproximately 11.57 acres) of R-3 zoning requested to be rezoned to EMP.

The 100 acre site is fairly isolated from other outlying uses and is surrounded by a much larger 345 acre parent parcel which is also owned by Biltmore Farms. The site is currently vacant with only minor infrastructure improvements including a series of large MSD transmission lines and Duke Energy high voltage power lines which run approximately parallel to Brevard Road. Further, the subject parcel is south and east of the French Broad River, west of I-26 and north of the Blue Ridge Parkway which bifurcates the balance of the 345 acre Biltmore Farms parcel from another parcel owned by Biltmore Farms to the south.

Surrounding Land Uses and Zoning



2. ALLOWED DEVELOPMENT TYPES AFTER CHANGE:

The proposed rezoning would allow additional uses in the EMP district that are not currently allowed in the R-3 district. However, additional development is not planned in this area at this time. A training center in collaboration with Pratt and Whitney, Buncombe County and AB-Tech will be positioned on the subject parcel in the future, but it is not known at this time if any portion of the building will be located in the area requested to be rezoned. The primary purpose of this rezoning request is to remove a section of R-3 zoning from a majority zoned EMP parcel for a site that has received a Conditional Use Permit to construct an advanced manufacturing facility.

3. ALLOWABLE DENSITY / DIMENSIONAL STANDARDS AFTER CHANGE:

	Existing District:	Existing/Proposed District:
	R-3 Residential	EMP Employment
Minimum Lot Size	6,000 (Public Water and Sewer)	5,000 SF (Public Water and Sewer)
Max dwelling units per acre	12	12
Setbacks (Front/Side/Rear)	10/7/15 (Sewer)	10/7/15 (Sewer)
Max height	35 feet	90 feet*

***Subject to applicable overlays and the underlying Conditional Use Permit for Pratt and Whitney**

4. PREVIOUS ZONING ACTIONS/INFRASTRUCTURE/FUTURE LAND USE:

Site History – None noted on the subject parcel. The 100 acre parcel was recently created from the remaining (balance) of the 345 acre Biltmore Farms parcel.

Access – Ingress and egress to the subject property will take place via a new bridge and roadway connecting to Brevard Road. Brevard Road as mentioned above is an NCDOT maintained Road and an identified transportation corridor as noted in the Buncombe County Comprehensive Land Use Plan, 2013 Update.

Utilities – As discussed above in the comprehensive plan consistency section, public water via the City of Asheville is located along Long Shoals Road, and public sewer will be extended from the MSD transmission lines that are currently located on the adjacent Biltmore Farms parent parcel.

Future Development – the subject parcel has already received conditional use permit approval from the Buncombe County Board of Adjustment and is subject to a site specific plan for an advanced manufacturing facility. As noted above, a future worker training facility will be included on a "to be determined" site on the subject parcel.

J. STAFF RECOMMENDATION COMMENTS:

Staff recommends **approval** of the rezoning request as submitted.

K. PLANNING BOARD RECOMMENDATION

1. BOARD BASIS FOR DECISION MAKING

The Board must determine if there is a reasonable basis for the requested change in light of its effect on all involved including the following considerations:

- The requested change does not directly or indirectly result in the creation of spot zoning
- Size of the tract in question
- Compatibility of the change with existing Comprehensive Land Use Plan
- Benefits and detriments resulting from the change for the owner of the newly zoned property, their neighbors, and the surrounding community
- Relationship between the uses envisioned under the new zoning and the uses currently present in adjacent tracts

References: Good Neighbors of South Davidson v. Town of Denton, 355 N.C. 254, 559 S.E.2d 768 (2002)
Chrismon v. Guilford County, 322 N.C. 611, 370 S.E.2d 579 (1988)

1. BOARD OPTIONS

The following options are available to the Board:

a. Recommend approval of the proposed rezoning, as presented.
b. Recommend denial of the proposed rezoning, as presented.

2. ATTACHMENTS

- Application
- Maps
- Power Point Presentation

BUNCOMBE COUNTY
NORTH CAROLINA
PLANNING & DEVELOPMENT
(828) 250-4830 • PlanningInfo@BuncombeCounty.org
www.buncombecounty.org/planning

Application for a Zoning MAP AMENDMENT *(Rezoning)*

PLEASE NOTE:
A PRE-SUBMITTAL CONFERENCE WITH THE ZONING ADMINISTRATOR IS REQUIRED PRIOR TO SUBMITTING THIS APPLICATION FOR A CONDITIONAL USE PERMIT

Please complete all sections of the application.

A. Property Information

Application is hereby made to the Board of Commissioners of Buncombe County to amend the Official Zoning Map of Buncombe County as pertains to the following properties:

PIN(s): 9635.38.4624

Address(es): Unaddressed parcel (100 acres)

Acreage: 100

B. Zoning Classification

Current zoning district(s): EMP/R-3 Requested zoning district(s)*: EMP (entirety)

**If only a portion of the property is requested to be rezoned, or a rezoning to include more than one zoning district is proposed, please enclose a map indicating the area(s) of the property to be considered for rezoning.*

C. Applicant Contact Information	Property Owner Contact Information (*If different*)
Buncombe County Planning Company/Corporate Name (*if applicable*)	Biltmore Farms, LLC
Nathan Pennington Applicant's Name	LEE THOMASON Owner's Name
46 Valley Street Mailing Address	1 TOWN SQ BLVD. Mailing Address
Asheville, NC 28801 City, State, and Zip Code	ASHEVILLE, NC 28803 City, State, and Zip Code
(828) 250-4856 Telephone	(828) 209-2000 Telephone
nathan.pennington@buncombecounty.org Email	lthomason@biltmorefarms.com Email

OFFICE USE ONLY:

Case Number: ZPH 21-00005 **Date Received:** 1/15/21

Scheduled Planning Board Hearing Date: 2/15/21

D. MAP AMENDMENT CONSISTENCY & APPROPRIATENESS

Please answer the following questions (if necessary attach a separate sheet of paper):

1. Describe how the size of the tract proposed for rezoning in reference to surrounding properties makes it suitable for the proposed zoning classification:

The subject parcel is 100 acres, of this area, approximately 12 acres is zoned R-3. Staff can identify no apparent reason why this area as well as an adjacent parcel were initially zoned R-3 given the fact that much of the surrounding areas are commercially zoned - CS, EMP & NS.

2. Describe how the proposed rezoning is consistent with Buncombe County's Comprehensive Land Use Plan *(The plan is available on the Planning Department website.)* Please reference recommendations outlined on page 5 of the Land Use Plan when answering this question:

A conditional use permit to support an economic development project (Pratt & Whitney) was recently approved by the BOA for the subject parcel. The comprehensive plan specifically identifies advanced manufacturing as a target cluster for job creation in the area. Further, support for industrial and manufacturing opportunities allows us to solve a key challenge of identifying specific areas for current & future growth in this key economic sector while furthering our national reputation of providing high paying jobs.

3. Describe how the proposed rezoning would be reasonable and in the public interest, with specific attention to the zoning and existing land uses of surrounding properties, and the potential effects of the proposed rezoning on property owners, adjacent neighbors, and the surrounding community.

The 100 acre subject parcel is almost entirely zoned EMP. This request represents a relatively small hygiene related action to bring zoning consistency with the majority of the property. The surrounding area is being considered for future commercial and industrial development. Appropriate infrastructure including a bridge to Brevard Road & an interstate interchange along I-26 is underway. Surrounding residentially zoned properties are separated by the French Broad River and a large County owned property to the north.

4. Is/are the applicant(s) listed below the owner(s) of the property? ☑Yes ☐No

If the applicant(s) listed herein are not the owner(s) as listed within the Buncombe County Tax Records, North Carolina General Statutes require the applicant to certify that the owner(s) received notice for each public hearing. An owner's affidavit must be submitted with this application, and certification of notice must be provided by the applicant once notice has been made for each public hearing 5 days prior to the hearing date; sample documents for both items can be obtained from the Planning Department.

E. CERTIFICATION

- I hereby certify that I am the owner, authorized agent of the owner, or have provided legal notification to the owner, and the above information is correct to the best of my knowledge and hereby make application for a Zoning Map Amendment. Any information given that is incorrect will cause this application to become null and void.
- I acknowledge that withdrawal of this application after notice has been made will result in forfeiture of any application fees associated with said application.

Staff initialed

Signature of Applicant **Signature of Owner**

Signature of Applicant **Signature of Owner**

Signature of Applicant **Signature of Owner**

Signature of Applicant **Signature of Owner**

Signature of Applicant **Signature of Owner**

Signature of Applicant **Signature of Owner**

PLANNING BOARD'S WRITTEN RECOMMENDATION TO THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS TO APPROVE APPLICATION ZPH2021-00005 REQUESTING AN AMENDMENT TO THE OFFICIAL ZONING MAP

WHEREAS, the Zoning Administrator for Buncombe County has initiated an application (ZPH2021-00005 BILTMORE FARMS MAP AMENDMENT) requesting an amendment to The Official Zoning Map of Buncombe County on the parcel(s) depicted in the map attached hereto as "Exhibit A" and identified as follows:

PIN(s): 9635.38.4624
Addresses: Unaddressed 100 Acre Parcel East of Brevard Road
Owner(s): Biltmore Farms

WHEREAS, the applicant is requesting that the zoning designation for the subject properties be changed from the R-3 Residential District to the EMP Employment District; and

WHEREAS, the Zoning Administrator certified that notices of the meeting of the Buncombe County Planning Board at which this application was considered have been properly mailed to members of the Planning board, the applicant(s), owner(s), and all adjoining property owners at least ten (10) days prior to the meeting; public notice of the meeting has been properly published in a newspaper having general circulation in the County; and notices of the public hearing concerning this zoning map amendment have been prominently posted as required; and

WHEREAS, in accordance with North Carolina General Statutes and with the provisions set forth in Division 8 of Chapter 78, Article VI of the Buncombe County Code of Ordinances, the Planning Board duly advertised and held a public hearing to consider the proposed amendment; and

WHEREAS, pursuant to Buncombe County Code of Ordinances Sec. 78-717, the Planning Board has advised and commented on "whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable" and has provided "a written recommendation to the board of county commissioners" concerning the same (said written recommendation is attached hereto as "Exhibit B"); and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-344(a) the Planning Board "shall make a written recommendation regarding adoption of the ordinance to the board of commissioners." and

WHEREAS, the Planning Board recommends that the Buncombe County Board of Commissioners approve the proposed map amendment by a vote of **9** to **0**.

NOW, THEREFORE, THE BUNCOMBE COUNTY PLANNING BOARD HEREBY RECOMMENDS AS FOLLOWS:

1. The Planning Board recommends that the Buncombe County Board of Commissioners approve the proposed Zoning Map amendment as presented in Exhibit A.

Read, approved and adopted this the 1st day of March, 2021.

ATTEST

Savannah Gibson, Clerk

PLANNING BOARD FOR THE
COUNTY OF BUNCOMBE

BY _____

Nancy Waldrop, Acting Chair

APPROVED AS TO FORM

J. Brandon Freeman
County Staff Attorney

Consented to (**YES/NO**):

Planning Board Members:

Nancy Waldrop, Acting Chair- **Yes**
Robert Martin- **Yes**
Cindy Weeks- **Yes**
Dusty Pless- **Yes**
David Rittenberg- **Yes**
Tim Collins- **Yes**
Thad Lewis- **Yes**
Billy Taylor – **Yes**
Ken Kahn- **Yes**

Exhibit A

OFFICIAL ZONING MAP
-EXCERPT-
PROPOSED AMENDMENT

PIN(s): 9635.38.4624
Addresses: Unaddressed 100 Acre Parcel East of Brevard Road
Owner(s): Biltmore Farms

PROPOSED ZONING DISTRICT - EMP

Exhibit B

PLAN CONSISTENCY STATEMENT

ZONING MAP AMENDMENT
CONSISTENT WITH PLAN

Pursuant to N.C. Gen. Stat. §153A-340(b)(1) the Buncombe County Planning Board hereby approves and adopts the following Plan Consistency Statement for the rezoning of tax lot PIN(s) **9635.38.4624** and **Unaddressed 100 Acre Parcel East of Brevard Road** from the R-3 Residential District to the EMP Employment District. The Board finds the following:

1. The subject property and proposed rezoning is:
   A. Within "[reasonable] proximity to major transportation corridors."
   B. Within "[reasonable] proximity to infrastructure (combined water / sewer service area)."
   C. "Outside of steep slope areas (25%+)."
   D. "Outside of high elevations (2500'+)."
   E. "Outside of moderate and high slope stability hazards."
   F. "Outside of flood hazard areas."
   G. "Separated from low-density residential uses."

2. The proposed map amendment would not be detrimental to the owners, adjacent neighbors, and surrounding community as it **does** meet a number of goals as identified in the Buncombe County Comprehensive Land Use Plan Update.

Therefore, the requested zoning would be **reasonable and in the public interest**.

PIN(s): **9635.38.4624**
Addresses: **Unaddressed 100 Acre Parcel East of Brevard Road**
Owner(s): **Biltmore Farms**

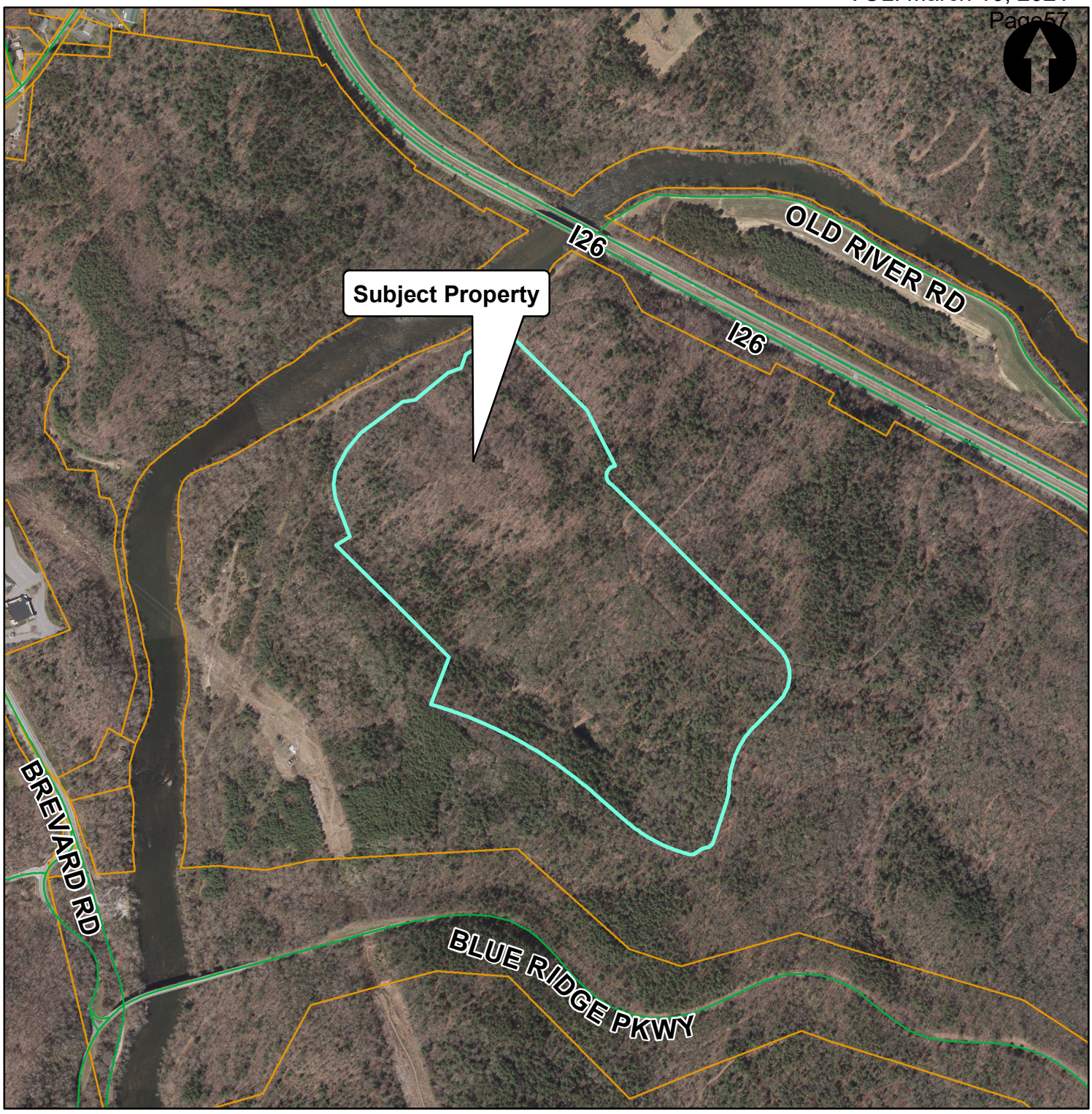
Approved and adopted this the 1st day of March, 2021.

ATTEST

For
Savannah Gibson, Clerk

PLANNING BOARD FOR THE
COUNTY OF BUNCOMBE

BY Nancy Waldrop
Nancy Waldrop, Acting Chair



0 0.175 0.35 0.7 Miles

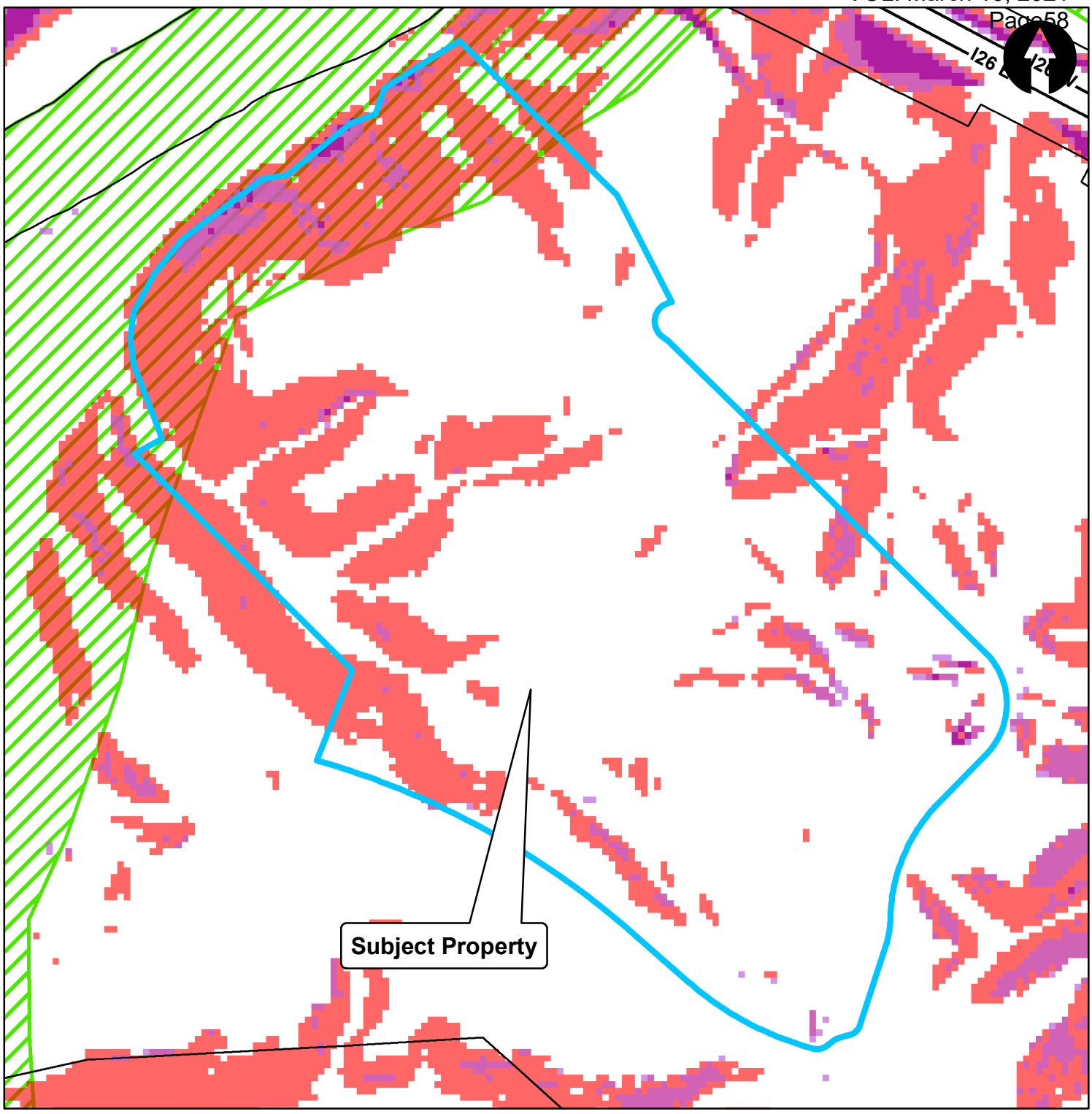
Roads

Property Boundaries

ZPH2021-00005
Biltmore Farms
Map Amendment

Aerial Map

Created By: Buncombe Co. Planning
Date: 1/26/2021



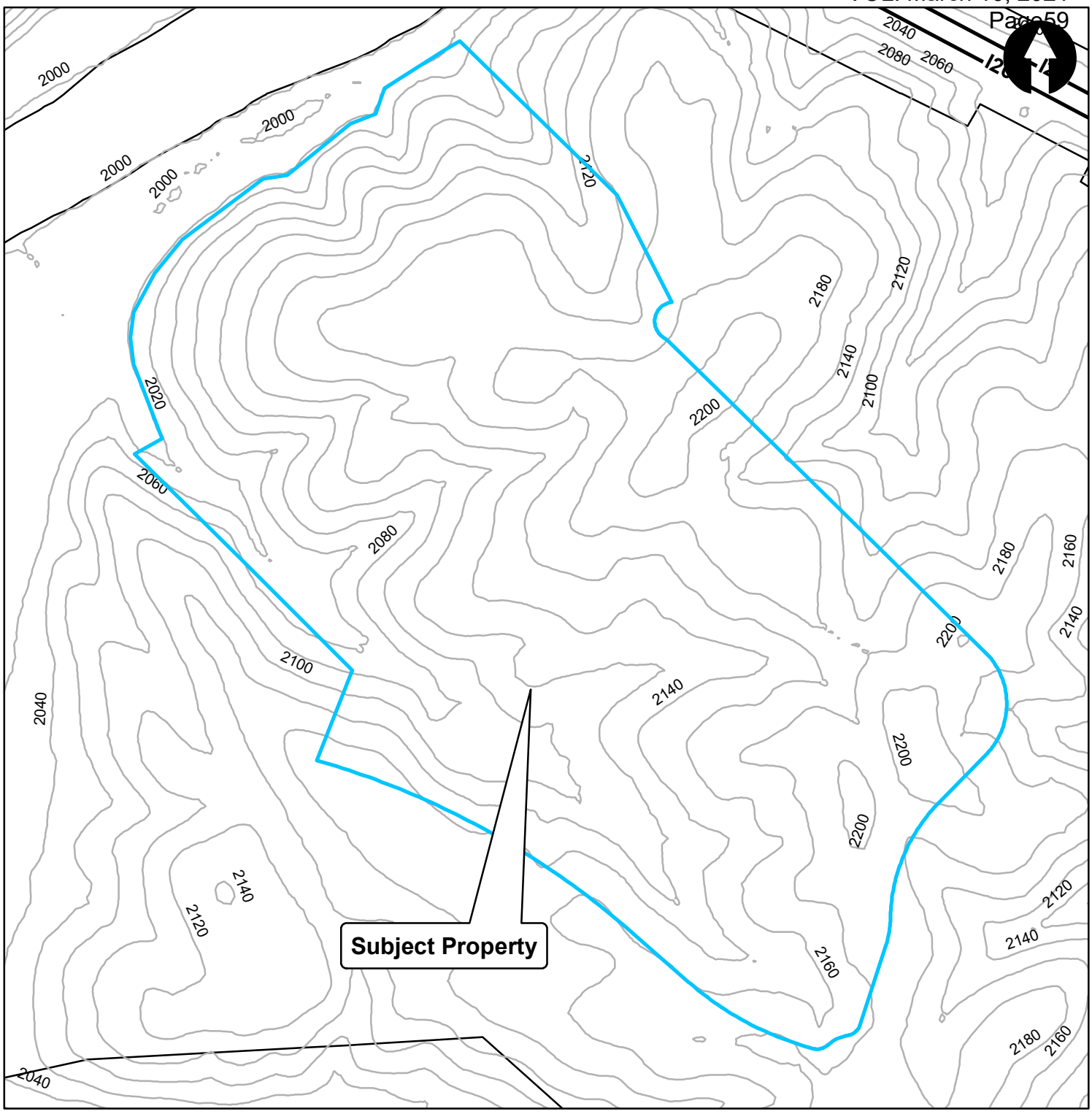
Miles
0 0.125 0.25 0.5

ZPH2021-00005
Biltmore Farms
Map Amendment

Land Use Map

- High Hazard
- Moderate Hazard
- Low Hazard
- 0 - 25 % Slope
- Greater than 25% Slope
- Greater than 2500'
- Proximity to Public Utilities
- Transportation Corridors

Created By: Buncombe Co. Planning
Date: 1/26/2021



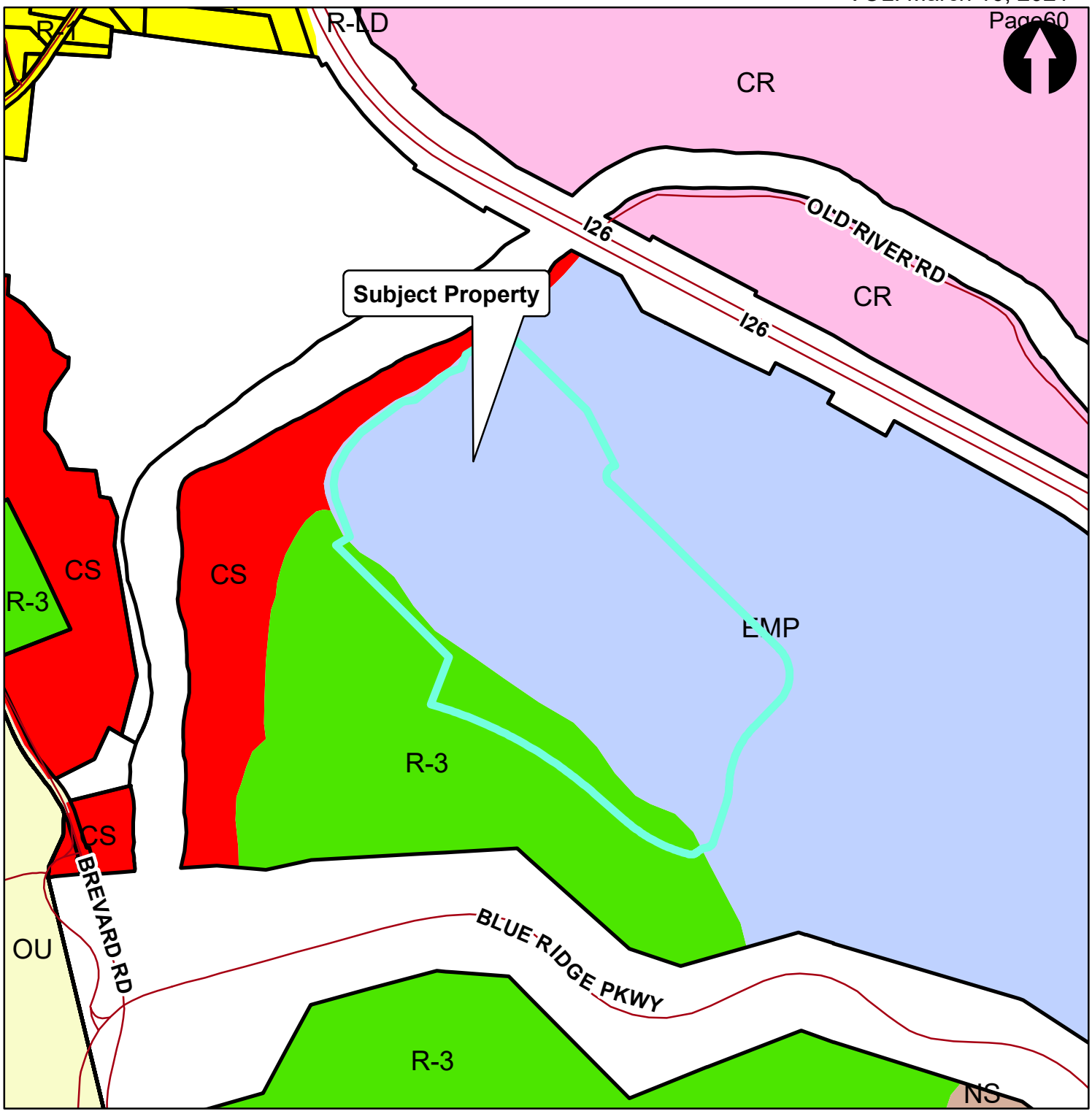
0 0.125 0.25 0.5 Miles

ZPH2021-00005
Biltmore Farms
Map Amendment

Topo Map

Roads
20 Foot Contours
Property Boundaries

Created By: Buncombe Co. Planning
Date: 1/26/2021



0 0.25 0.5 1 Miles

ZPH2021-00005
Biltmore Farms
Map Amendment

Zoning Map

AI EMP R-1
BDM NS R-2
CR OU R-3
CS PS R-LD

Created By: Buncombe Co. Planning
Date: 1/26/2021

ORDINANCE NO. 21-03-22

ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF BUNCOMBE COUNTY, CHAPTER 78, ARTICLE VI OF THE BUNCOMBE COUNTY CODE OF ORDINANCES, THE ZONING ORDINANCE OF BUNCOMBE COUNTY
ZPH2021-00005

WHEREAS, pursuant to N.C. Gen. Stat. §153A-340, the County may adopt a zoning ordinance to regulate development within its territorial jurisdiction;

WHEREAS, on December 1, 2009, the Buncombe County Commissioners enacted Buncombe County Ordinance No. 09-12-01 which established a comprehensive zoning plan for the properties located in Buncombe County outside of the boundaries of incorporated municipalities and their zoning jurisdictions;

WHEREAS, pursuant to N.C. Gen. Stat. §153A-323, the County may amend its zoning ordinance after giving proper public notice and holding a public hearing;

WHEREAS, the Planning Board has received an application for an amendment to the Official Zoning Map of Buncombe County, North Carolina ("Official Zoning Map") to rezone the below listed parcels, and shown herein as Exhibit A:

Case:	ZPH2021-00005
PIN(s):	9635.38.4624
Addresses:	Unaddressed 100 Acre Parcel East of Brevard Road
Owner(s):	Biltmore Farms
Applicant(s):	Buncombe County/Biltmore Farms (Staff Initiated)

WHEREAS, the applicant is requesting that the zoning designation for the subject property be changed from the R-3 Residential District to EMP Employment District as shown and depicted in Exhibit A, which is attached hereto and incorporated herein by reference; and,

WHEREAS, in accordance with the procedures set forth in the Buncombe County Zoning Ordinance, the Planning Board met to consider the proposed amendment on March 1, 2021, at which meeting a motion to **approve** the proposed map amendment passed by a vote of **9 to 0**; and,

WHEREAS, this Board has reviewed these written recommendations of the Buncombe County Planning Board; and

WHEREAS, in accordance with North Carolina General Statutes and with the provisions set forth in Division 8 of Chapter 78, Article VI of the Buncombe County Code of

Ordinances, the Board of Commissioners duly advertised and held a public hearing to consider the proposed amendment.

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

Section 1. This Board has considered whether this proposed amendment is consistent with the Buncombe County Land Use Plan and the associated Land Use Constraint Maps contained within the Buncombe County Comprehensive Land Use Plan 2013 Update, and hereby finds the following:

1.1 Said zoning change is **consistent** with Figure 20. Appropriate Development Types, of the Buncombe County Comprehensive Land Use Plan and Updates because the proposed rezoning is:

1.1.1 Within "[reasonable] proximity to major transportation corridors."

1.1.2 Within "[reasonable] proximity to infrastructure (combined water / sewer service area)."

1.1.3 "Outside of steep slope areas (25%+)."

1.1.4 "Outside of high elevations (2500'+)."

1.1.5 "Outside of moderate and high slope stability hazards."

1.1.6 "Outside of flood hazard areas."

1.1.7 "[Separated] from low-density residential uses."

1.2 The proposed map amendment would **not be detrimental** to the owners, adjacent neighbors, and surrounding community as it **does** meet a number of goals as identified in the Buncombe County Comprehensive Land Use Plan Update.

1.3 Therefore, the requested zoning would be **reasonable** and **in the public interest**.

Section 2. This Board does hereby **approve** the request to rezone PIN(s) 9635.38.4624, Unaddressed 100 Acre Parcel East of Brevard Road, Buncombe County, NC from R-3 Residential District to EMP Employment District, as shown and depicted in Exhibit A, which is attached hereto and incorporated herein by reference;

Section 3. If any section, subsection, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance;

Section 4. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed to the extent of such conflict; and

Section 5. This ordinance is effective upon adoption.

Read, approved and adopted this the 16th day of March, 2021.

ATTEST

Lamar Joyner, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

BY _____
Brownie Newman, Chairman

APPROVED AS TO FORM

_____
County Attorney

Exhibit A

OFFICIAL ZONING MAP
-EXCERPT-
PROPOSED AMENDMENT

Case#: **ZPH2021-00005**
PIN(s): **9635.38.46240293**
Addresses: **Unaddressed 100 Acre Parcel East of Brevard Road**
Owner(s): **Biltmore Farms**

PROPOSED ZONING DISTRICT – EMP (11.57 Acres Approximately)

RESOLUTION NO. _____

RESOLUTION DENYING A REQUEST TO AMEND
THE OFFICIAL ZONING MAP OF BUNCOMBE COUNTY,
CHAPTER 78, ARTICLE VI OF THE BUNCOMBE COUNTY CODE OF ORDINANCES,
THE ZONING ORDINANCE OF BUNCOMBE COUNTY
ZPH2021-00005

WHEREAS, pursuant to N.C. Gen. Stat. §153A-340, the County may adopt a zoning ordinance to regulate development within its territorial jurisdiction;

WHEREAS, on December 1, 2009, the Buncombe County Commissioners enacted Buncombe County Ordinance No. 09-12-01 which established a comprehensive zoning plan for the properties located in Buncombe County outside of the boundaries of incorporated municipalities and their zoning jurisdictions;

WHEREAS, pursuant to N.C. Gen. Stat. §153A-323, the County may amend its zoning ordinance after giving proper public notice and holding a public hearing;

WHEREAS, the Planning Board has received an application for an amendment to the Official Zoning Map of Buncombe County, North Carolina ("Official Zoning Map") to rezone the below listed parcels, and shown herein as Exhibit A:

Case:	ZPH2021-00005
PIN(s):	9635.38.4624
Addresses:	Unaddressed 100 Acre Parcel East of Brevard Road
Owner(s):	Biltmore Farms
Applicant(s):	Buncombe County/Biltmore Farms (Staff Initiated)

WHEREAS, the applicant is requesting that the zoning designation for the subject property be changed from the R-3 Residential District to EMP Employment District as shown and depicted in Exhibit A, which is attached hereto and incorporated herein by reference; and,

WHEREAS, in accordance with the procedures set forth in the Buncombe County Zoning Ordinance, the Planning Board met to consider the proposed amendment on March 1, 2021, at which meeting a motion to **approve** the proposed map amendment passed by a vote of **9 to 0**; and,

WHEREAS, this Board has reviewed these written recommendations of the Buncombe County Planning Board; and

WHEREAS, in accordance with North Carolina General Statutes and with the provisions set forth in Division 8 of Chapter 78, Article VI of the Buncombe County Code of Ordinances , the Board of Commissioners duly advertised and held a public hearing to consider the proposed amendment.

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

Section 1. This Board has considered whether this proposed amendment is consistent with the Buncombe County Land Use Plan and the associated Land Use Constraint Maps contained within the Buncombe County Comprehensive Land Use Plan 2013 Update, and hereby finds the following:

1.1. Said zoning change is **inconsistent** with Figure 20. Appropriate Development Types, of the Buncombe County Comprehensive Land Use Plan and Updates because the proposed rezoning is:

Insert Finding

_____
_____
_____

1.2. Said rezoning **would be detrimental** to the owners, adjacent neighbors, and surrounding community as it **does not** meet a number of goals as identified in the Buncombe County Comprehensive Land Use Plan Update.

1.3. Therefore, the requested zoning would be **unreasonable** and **not in the public interest**.

Section 2. This Board does hereby **deny** the request to rezone PIN(s) 9635.38.4624, 571 & Unaddressed 100 Acre Parcel East of Brevard Road, Buncombe County, NC from the R-3 Residential District to EMP Employment District, as shown and depicted upon Exhibit A, which is attached hereto and incorporated herein by reference;

Section 3. This resolution is effective upon adoption.

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Read, approved and adopted this the 16th day of March, 2021.

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____

Lamar Joyner, Clerk

BY_____

Brownie Newman, Chairman

APPROVED AS TO FORM

_____

County Attorney

Exhibit A

OFFICIAL ZONING MAP
-EXCERPT-
PROPOSED AMENDMENT

Case#: **ZPH2021-00005**
PIN(s): **9635.38.46240293**
Addresses: **Unaddressed 100 Acre Parcel East of Brevard Road**
Owner(s): **Biltmore Farms**

PROPOSED ZONING DISTRICT – EMP (11.57 Acres Approximately)

COMBINED PLAN CONSISTENCY STATEMENT
ZONING MAP AMENDMENT
CONSISTENT OR INCONSISTENT WITH PLAN

Pursuant to N.C. Gen. Stat. §153A-340(b)(1) the Buncombe County Board of Commissioners hereby approves and adopts the following Plan Consistency Statement for the rezoning of tax lot PIN(s) 9635.38.4624, Unaddressed 100 Acre Parcel East of Brevard Road, Buncombe County, NC from the R-3 Residential District to EMP Employment District. The Board finds the following:

1) Said zoning change is **consistent** with Figure 20. Appropriate DevelopmentTypes, of the Buncombe County Comprehensive Land Use Plan and Updates because the proposed rezoning **is**:
    A. Within "[reasonable] proximity to major transportation corridors."
    B. Within "[reasonable] proximity to infrastructure (combined water / sewer service area)."
    C. "Outside of steep slope areas (25%+)."
    D. "Outside of high elevations (2500'+)."
    E. "Outside of moderate and high slope stability hazards."
    F. "Outside of flood hazard areas."
    G. "Separated from low-density residential uses."

2) The proposed map amendment **is not detrimental** to the owners, adjacentneighbors, and surrounding community as it **does** meet a number of goals as identified in the Buncombe County Comprehensive Land Use Plan Update.

Therefore, the requested zoning would be **reasonable** and **in the public interest**.

Upon a motion that the application is **consistent** with the ComprehensiveLand Use Plan, the motion was seconded and passed on a vote of 7 to 0.

Read, approved and adopted this the 16th day of March, 2021.

ATTEST

Lamar Joyner, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

BY _____
Brownie Newman, Chairman

APPROVED AS TO FORM

County Attorney

ZPH2021-00005 Biltmore Farms Zoning Map Amendment

Presented by

Nathan Pennington, CFM

Planning & Development Department

Hearing Notification

- ✓ CASE NUMBER: ZPH2021-00005
- ✓ Notice in Asheville Citizen Times legal ad: 03/03/2021 and 3/10/2021
- ✓ Notice mailed to owners within 1,000 ft: 03/03/2021
- ✓ Physical posting: 03/05/2021
- ✓ Notice on BC Website: 3/03/2021
- ✓ Public Hearing BOC: 3/16/2021

Applicant Information

- ✓ Applicant: Buncombe County Planning (Staff Initiated)
- ✓ Owner(s): Biltmore Farms
- ✓ Address(es): Unaddressed 100 Acre Parcel E. of Brevard Rd. Buncombe County, NC

Rezoning Information

Current Zoning:
R-3, EMP

Proposed Zoning:
EMP

Evaluation of Uses – EMP District

Allowed

- Manufacturing and Processing Operations
- Retail Trade, Commercial Services
- Schools – Vocational, Business
- Storage and Warehousing

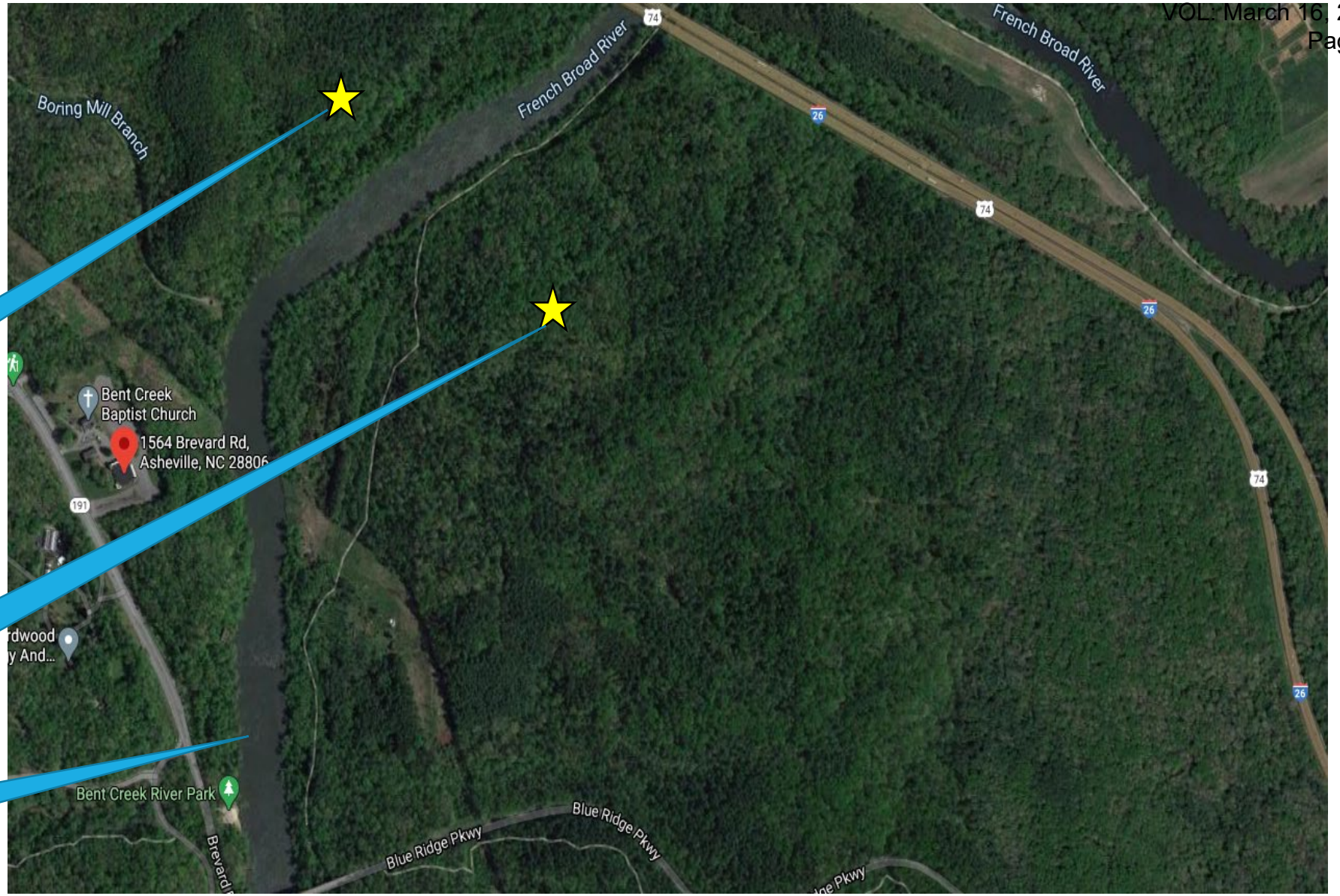
Not Allowed

- Chip Mills
- Hazardous Waste Facilities
- Incinerators
- Shooting Ranges – Outdoor Commercial
- Solid Waste Facilities

Property Information

- ✓ 100 acres (11.57 acres – rezoning request)
- ✓ Current Use: Vacant, future use Pratt and Whitney
- ✓ **Will be served by public water and sewer**

Surrounding Development Pattern in the Immediate Area



BC Ferry Road Property

Subject Site

Proposed Bridge

Compliance With Adopted Plans

- Aligns with Land Use Plan – Proximity to transportation corridor, proximity to infrastructure. Opportunity to further expand advanced manufacturing, science and technology sectors
- Strategic Plan alignment – Vibrant Economy, increasing employment in targeted industry sectors
- AVL 5x5 Strategy – Contributes to goal of adding 5,000 new jobs and $500 million in capital investment

Staff Recommendation

Approve

Action by the Planning Board

- Planning Board initial review – 2/15/2021
- Planning Board vote – 3/01/2021
- Made a finding that the request was consistent with the Comprehensive Land Use Plan
- Unanimously recommended that the BOC approve the request
- See attached PB resolution

Coronavirus Local Fiscal Recovery Fund

Presented by

State COVID Relief: SL 2021-3 (HB196)

Signed 3/11 by Governor Cooper and appropriates Federal relief funds to State agencies. Broad scope including:

- COVID-19 Vaccine Preparedness ($94M)
- Emergency needs for Elementary and Secondary schools ($1.6B)
- Emergency Rental Assistance ($546M; $10M to Buncombe)
- DHHS Block Grants for Child Care and Development ($335M), Community Mental Health ($47M), Substance Abuse Prevention ($11M)
- Medicaid Reimbursement rates are extended from end of March to end of June.
- Student Connectivity for Complimentary Internet Service
- RETOOLNC ($8M) small business grants
- GREAT Grant ($45M) previous projects submitted

American Rescue Plan

- State and Local Aid
- Direct Payments to Citizens
- Tax Provisions
- Expanded Unemployment Benefits
- Small Business
- Health and Human Services
- Medicaid/Medicare Policy Funding
- Nutrition Provisions
- Homeland Security
- Agriculture
- Transportation & Infrastructure
- Education
- Environmental
- Energy and Utility
- Consumer Protection
- Housing
- Veterans
- Technology, Broadband & Cyber

Coronavirus Local Fiscal Recovery Fund

- $362B for state and local governments
- Includes $65.1B in direct, flexible aid to counties

NAME	STATE	ESTIMATED ALLOCATION
Buncombe County	North Carolina	$51,108,260

- Funding to states and municipalities is included separately; no need to pass through
- Counties will receive funds in two tranches – 50 percent within 60-days, second payment no earlier than 12 months after the first payment
- Deadline to spend funds is December 31, 2024

Use of Recovery Funds

1. Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including **assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.**
2. Respond to workers performing essential work during the COVID-19 public health emergency by **providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.**
3. For the provision of **government services to the extent of the reduction in revenue** (i.e. online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e. January 20, 2020), or
4. Make necessary **investments in water, sewer or broadband infrastructure**.

Additional Requirements

- States are **not allowed to use the funds to either directly or indirectly offset a reduction in the net tax revenue** that results from a change in law, regulation or administrative interpretation during the covered period that reduces any tax. If a state violates this provision, it would be required to repay the amount of the applicable reduction to net tax revenue.
- **No funds shall be deposited into any pension fund**.
- State and local governments are **allowed to transfer** to a private nonprofit organization, a public benefit corporation involved in the transportation of passengers or cargo or a special-purpose unit of State or local government.
- **"Premium pay" means an additional amount up to $13 per hour** that is paid to an eligible worker for work during the COVID-19 pandemic. The bill imposes a **cap of $25,000 for any single eligible worker.**
- Reporting: periodic reports from Local Governments

Process Overview

Framework

- Emphasis on “recovery” & COVID support
- Alignment to Strategic Plan (Community & Foundational Focus Areas)
- Ensure funding for Community projects and Foundational areas
- Compile project ideas from existing processes where possible (e.g., Buncombe County IT & capital projects, Strategic Partnerships)
- Engage community for project ideas
- Prioritize / score projects using standardized criteria
- Utilize an equity analysis tool to assess impact of each project
- Prioritize one-time expenditures vs. recurring
- Commissioner approval of spending priorities

Structure

- Cross functional team to implementation:
  - Finance, Budget, Performance Management, Strategic Partnerships, Intergovernmental Relations
- Hire additional staff to support
- Staff within Strategic Partnerships

Next Steps

- Waiting on spending guidance from U.S. Treasury
- Potential working session (special meeting?) with Commissioners on priorities, areas of focus, and potential projects
- Coordinate with municipalities & Council on Governments on shared priorities and partnership
- Create & promote for community process to submit project ideas
- Collect & prioritize project ideas
- 60-90 day planning period

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

New Business

Department: Finance **Presenter(s):** Don Warn

Contact(s): Don Warn

Subject: CliftonLarsonAllen LLP (CLA) Fiscal Year 2021 Audit Contract and Engagement Letter

Brief Summary: CLA has provided the County with an engagement letter and audit contract for the upcoming fiscal audit. The engagement letter outlines the audit services to be provided, audit objectives, auditor responsibilities and management responsibilities. The contract for the engagement specifies an audit report due date of October 31, 2021 and a contract price of $130,860. The Audit Committee for the County has reviewed both items and recommends approval by the Board of County Commissioners. This is a one (1) year extension from the original three (3) year contract.

Recommended Motion & Requested Action: Approve the contract and authorize the Chair to sign the contract and engagement letter.

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

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2020

The

Governing Board
Board of County Commissioners

of

Primary Government Unit (or charter holder)
Buncombe County

and

Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and

Auditor Name
CliftonLarsonAllen, LLP
Auditor Address
227 West Trade Street 8th Floor Charlotte, NC 28202

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/21	10/31/21

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
b) the status of the prior year audit findings;
c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2020

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision.* Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐Auditor ☑Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Donald Warn	Finance Director Buncombe Coun	don.warn@buncombecounty.org

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Buncombe County
Audit Fee	$ 130,860
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$ 98,145.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$

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SIGNATURE PAGE

AUDIT FIRM

Audit Firm* CliftonLarsonAllen, LLP	
Authorized Firm Representative (typed or printed)* Christopher Kessler	Signature*
Date* 02/24/21	Email Address* chris.kessler@claconnect.com

GOVERNMENTAL UNIT

Governmental Unit* Buncombe County	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Donald P. Warn	Signature*
Date of Pre-Audit Certificate* 02/25/2021	Email Address* don.warn@buncombecounty.org

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SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

CliftonLarsonAllen LLP
227 West Trade Street, Suite 800
Charlotte, NC 28202
704-998-5200 | fax 704-998-5250
CLAconnect.com

February 24, 2021

Board of County Commissioners and Management
Buncombe County, North Carolina

Dear Ladies and Gentlemen:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Buncombe County, North Carolina ("you," "your," or "the entity") for the year ended June 30, 2021.

Christopher Kessler, CPA, Principal is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Buncombe County, North Carolina, as of and for the year ended June 30, 2021, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory Section
2. Statistical Section

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the State Single Audit Implementation Act. Our audit will include tests of your accounting records, a determination of major

program(s) in accordance with the Uniform Guidance and the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will perform procedures on the financial information of the discretely presented component units. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance and the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance and the State Single Audit Implementation Act. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those

controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Implementation Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" and the State Single Audit Implementation Act for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

We will evaluate the presentation of the schedule of expenditures of federal and state awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP, the Uniform Guidance, and the State Single Audit Implementation Act, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance and the State Single Audit Implementation Act.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to the entity's federal and state programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance and the State Single Audit Implementation Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on May 1, 2021.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the State Single Audit Implementation Act; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance and the State Single Audit Implementation Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and

procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Any nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. The total fee for the engagement will not exceed $130,860. The fee is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations

- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters

- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Buncombe County, North Carolina's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Christopher Kessler, CPA
Principal
239-226-9903
Chris.Kessler@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Buncombe County, North Carolina.

Authorized governance signature: _____

Title: Board Chairman

Date: _____

Authorized management signature: _____

Title: Finance Officer

Date: _____

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

New Business

Department:
Budget

Presenter(s):
Jennifer Barnette

Contact(s): Jessica Silver, Health and Human Services

Subject: Non-Congregate Sheltering (NCS) Model

Brief Summary:
North Carolina Emergency Management is working with local governments to provide non-congregate sheltering statewide for persons who have tested positive for COVID-19 or who have been exposed to COVID-19 and do not have a safe place to isolate or quarantine, as well as individuals who are high-risk and need a safe place to social distance. Buncombe County brought a budget amendment in September to establish a budget for expenditures and reimubrsement related to this work. This is a request for an addditional amount of $378,035 to continue delivering the services, which is reimbursable upon expenditure of the dollars.

Recommended Motion & Requested Action:
Approve budget amendment

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

ORDINANCE #21-03-23

BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: March 16, 2021

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2020-21 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 2020-21 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 16th day of March, 2021

Granting Agency:	North Carolina Emergency Management (NCEM)
Grant Name:	Non-Congregate Sheltering (NCS) Model

Project Description:
NCEM is working with local governments to provide non-congregate sheltering statewide for persons who have tested positive for COVID-19 or who have been exposed to COVID-19 and do not have a safe place to isolate or quarantine, as well as individuals who are high-risk and need a safe place to social distance. Buncombe County brought a budget amendment in September to establish a budget for expenditures and reimubrsement related to this work. This is a request for an addditional amount of $378,035 to continue delivering the services, which is reimbursable upon expenditure of the dollars.

Funding Source:	FEMA, through NCEM

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
4210: Restricted Intergovermental	$ 378,035	
Public Health: Contracted Services		$ 378,035
TOTAL	$ 378,035	$ 378,035

ATTEST:

Tamara Laymon
Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: Brownie Newman
Chairman of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

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, 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.

DEFINITIONS

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.

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.

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.

Person includes one or more individuals, partnerships, associations, organizations, corporations, legal representatives, unincorporated organizations, fiduciaries, and other organized groups of persons.

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.

EMPLOYMENT

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.

Exemptions and defenses.

(a) Notwithstanding any other provision of this Chapter, it is not unlawful for:

(1) An employer to employ, admit, classify, or refer any individual on the basis of religion, sex, national origin, age, familial status, or veteran status, in those certain instances where religion, sex, national origin, age, familial status, or veteran 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 religion, sex, national origin, age, familial status, or veteran status, in such instances when religion, sex, national origin, age, disability, familial status, or veteran 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:

a. Transmitted to others through the handling of food;

b. 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

c. 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) It is not a violation of this Ordinance for an employer to adopt or administer reasonable policies or procedures, including but not limited to drug testing.

(c) An employer may:

(1) Prohibit the illegal use of drugs and the use of alcohol at the workplace by employees;

(2) Require that employees shall not be under the influence of alcohol or be engaging in the illegal use of drugs at the workplace;

(3) 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.);

(4) 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; and

(5) 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.

(d) For the purposes of this Ordinance, a test to determine the illegal use of drugs shall not be considered a medical exam. Furthermore, nothing in this Ordinance shall be construed to encourage, prohibit, or authorize the conducting of drug testing for the illegal use of drugs by job applicants or employees or making employment decisions based on such test results.

(e) The prohibitions in this Ordinance against discrimination 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.

(f) 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;

(g) 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.

(h) With respect to discrimination based on age, it is not unlawful for an employer to take any action otherwise prohibited under this Ordinance:

(1) Where the differentiation is based on reasonable factors other than age;

(2) 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

(3) To observe the terms of a bona fide seniority system; or

(4) To observe the terms of a bona fide employee benefit plan; or

(5) To discharge or otherwise discipline an individual for good cause.

(i) 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.

PUBLIC ACCOMODATIONS

Discrimination in Places of Public Accommodations 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.

Exemptions.

The provisions of this Section shall not apply to a private club or other establishments not in fact open to the public.

Enforcement—Filing of complaint and investigation; Reasonable cause and conciliation efforts; Appeals.

The Board, in consultation with staff, shall develop a comprehensive process for receiving, investigating, and resolving complaints pertaining to alleged violations of this Ordinance. This process will include efforts at conciliation between the parties. Where an investigation reveals a violation of this Ordinance and conciliation fails, then civil penalties may be imposed upon the offending party as outlined below. This process will be in effect no later than July 1, 2021. The Board, in conjunction with staff, will

undertake educational efforts to inform Buncombe County in general and impacted communities within the county in particular about this ordinance as well as the process for enforcing it.

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:

(i) 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.

(ii) In addition to or in lieu of other remedies set forth in this chapter, the county, by and through its county legal services, may seek injunctive relief in the appropriate court.

Compliance with laws.

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.

Severability.

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

Effective date. The provisions of this Ordinance shall go into effect on July 1, 2021.

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/16/2021

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 April 2, 2019 regular meeting the minutes reflect this Board appointed members without reference to term. The Early Childhood Committee requests that this Board ratify the terms requested by its members as follows:

Name	Appointment	Term Expires
• Al Whitesides	4/2/2019	6/30/2021
• Jasmine Beach-Ferrara	4/2/2019	6/30/2021
• Robert Pressley	4/2/2019	6/30/2022
• Brandy Bowman	9/1/2020	6/30/2021
• Chavaun Letman	4/2/2019	6/30/2021
• Glenda Weinert	4/2/2019	6/30/2021
• Jane Hatley	4/2/2019	6/30/2021
• Kidada Wynn	4/2/2019	6/30/2022
• Kit Cramer	4/2/2019	6/30/2022
• Mistie Reising-Cogbill	4/2/2019	6/30/2022

• Philip Belcher	4/2/2019	6/30/2022
• Rich Johnston	4/2/2019	6/30/2021
• Susan Mims	4/2/2019	6/30/2022
• Wendy Wieber	9/1/2020	6/30/2021

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

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