

Board of Commissioners' Agenda

January 17, 2023

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

Public Comment is taken at the beginning of the meeting.

The meeting will broadcast via Facebook Live @Buncombegov.

Call To Order

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Discussion / Adjustment / Approval To Follow Agenda

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Consent Agenda

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- [Approval of January 3, 2023 Special Meeting Minutes](#)
- [Approval of January 3, 2023 Regular Meeting Minutes](#)
- [Approval of Architectural Services Contract Amendment for the New Fleet Services Complex](#)
- [Approval of Architectural Services Contract with Stewart-Cooper-Newell Architects for the Backup 911 Dispatch Center at 35 Woodfin Street](#)
- [Approval to Accept FY21 State Criminal Alien Assistance Program \(SCAAP\) Funding](#)
- [Budget Amendment for Duke Energy Grant - Personal Protective Equipment \(PPE\) for NC Urban Search and Rescue Task Force 2](#)
 - [Ordinance](#)
- [Budget Amendment for Collaborative Mobile MAT Team Grant Reallocation - Dogwood Health Trust](#)
 - [Ordinance](#)
- [Budget Amendment for the High-Top Road Repair Project Increase](#)
 - [Ordinance](#)

Public Comment

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Good News

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 - [Proclamation](#)
- [Domestic Violence Fatality Review Team \(DVFRT\) Findings](#)
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Old Business ▲top

New Business ▲top

- [Resolution Authorizing a Grant of Franchise for Convalescent Ambulance Transportation to Mountain Area Ground Non-Emergency Transportation, LLC, \(MAGNET\)](#)
 - [Resolution](#)
 - [Agreement](#)
- [Resolution in Support of Friends of Fonta Flora State Trail](#)
 - [Resolution](#)
 - [More Information](#)
- [Budget Amendment to Establish Budget for 2022 GO Bonds](#)
 - [Ordinance](#)

Board Appointments ▲top

- Community Transportation Advisory Board

- Gary Ray
- Kim West

- Community Reparations Commission

- Harold Littleton
- Dewayne McAfee
- Ronnie Copeland
- Vince Brown
- Jesse Ray
- Bobby Smith
- Michael Tate
- Spencer Hardaway

- Strategic Partnerships Grants Committee

- Robin Payne
- Cory Jackson
- Mark Mickey
- Tara Scholtz
- Mark Watman
- Patrick Fitzsimmons
- Amy Russell
- Catherine Kiser-Ray

- Woodfin Water District Board of Trustees

- Gordon Maybury
- Larry Hopkins

Announcements top

- January 25 @ 12:30 p.m. - Joint City/County National Alliance to End Homelessness (NAEH) Work Session at Harrah's Cherokee Center, 87 Haywood Street, Asheville, NC 28801.
- January 30 @ 10:30 a.m. - Commissioners' Legislative Agenda at 115 Hendersonville Road, Burghley B Room, Asheville, NC 28803.
- February 7 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
- February 7 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.

Closed Session / Open Session

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Adjournment

top

**MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS’
REGULAR MEETING OF JANUARY 17, 2023 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on January 17, 2023, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Donald Warn, Finance Director; John Hudson, Budget Director; Sharon Burke, Human Resources Director; Sheriff Quentin Miller; Taylor Jones, Emergency Services Director; Allison Dains, Parks & Recreation Director; Tim Love, Intergovernmental Relations; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

- Approval of January 3, 2023 Special Meeting Minutes
- Approval of January 3, 2023 Regular Meeting Minutes
- Approval of Architectural Services Contract Amendment for the New Fleet Services Complex
- Approval of Architectural Services Contract with Stewart-Cooper-Newell Architects for the Backup 911 Dispatch Center at 35 Woodfin Street
- Approval to Accept FY21 State Criminal Alien Assistance Program (SCAAP) Funding
- Budget Amendment for Duke Energy Grant - Personal Protective Equipment (PPE) for NC Urban Search and Rescue Task Force 2
 - Ordinance
- Budget Amendment for Collaborative Mobile MAT Team Grant Reallocation - Dogwood Health Trust
 - Ordinance
- Budget Amendment for the High-Top Road Repair Project Increase
 - Ordinance

PUBLIC COMMENT

Mignon Durham, Scott Kuhlman, Ande Flavelle, Margaret Stanley, Trevor Lewis, Doug Kalish, Celeste Selman, and Lisa Wagner expressed their concerns and disapproval for the Pinners Cove (rezoning) new construction project by KLP Pinners EAT, LLC.

Don Yelton stated that growth is tie to infrastructure and the Board should be concerned.

PRESENTATIONS

- **Human Trafficking Awareness Month Proclamation**

Commissioner Edwards read and presented the proclamation. Paulina Mendez, Justice Services, and Jenn, Our Voice, accepted the proclamation and thanked the Board for their support.

- **Domestic Violence Fatality Review Team (DVFRT) Findings**

Paulina Mendez, Justice Services, and Rebecca Smith and Kelda Harrison, DVFRT members, provided a timeline of the domestic violence fatality review, findings, and recommendations for system change and improvement of that first case.

NEW BUSINESS

- **Resolution Authorizing a Grant of Franchise for Convalescent Ambulance Transportation to Mountain Area Ground Non-Emergency Transportation, LLC, (MAGNET)**

Michael Frue, Senior Staff Attorney, previewed the Board on an application for grant of convalescent ambulance franchise from Mountain Area Ground Non-Emergency Transportation, LLC (“MAGNET”). This service would have a marginal impact on revenues, however the savings in time will free up County ambulances for emergency responses rather than having a truck out of emergency service for several hours while engaging in a non-emergency transport.

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

- **Resolution in Support of Friends of Fonta Flora State Trail**

Allison Dains, Parks & Recreation Director, stated that the Friends of Fonta Flora State Trail was selected to participate in NCDOT's Great Trails State Plan and identified the segment of the Fonta Flora State Trail between Point Lookout at the Buncombe/McDowell border through the Town of Black Mountain for a general planning study.

Vice Chair Wells moved to approve the resolution as presented. Commissioner Moore seconded and the motion passed 7-0.

- **Budget Amendment to Establish Budget for 2022 GO Bonds**

John Hudson, Budget Director, explained the budget amendment.

Vice Chair Wells moved to approve the budget amendment and establish two bond funded full-time employee positions as presented. Commissioner Edwards seconded and the motion passed 7-0.

BOARD APPOINTMENTS

Chairman Newman moved to reappoint **Gary Ray**, and appoint **Kim West** to the **Community Transportation Advisory Board**. Vice Chair Wells seconded and the motion passed 7-0.

Chairman Newman moved to appoint, by general consensus of receiving the most votes, **Dewayne McAfee** (regular), **Ronnie Copeland** (alternate), and **Jesse Ray** (alternate) to the **Community Reparations Commission**.

Chairman Newman moved to appoint, by general consensus of receiving the most votes, **Mark Mickey**, **Amy Russell**, and **Catherine Kiser-Ray** to the **Strategic Partnerships Grants Committee**.

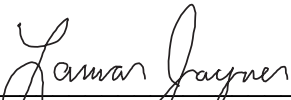
Chairman Newman moved to appoint, by general consensus of receiving the most votes, **Gordon Maybury** to the **Woodfin Water District Board of Trustees**.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *January 25 @ 12:30 p.m. - Joint City/County National Alliance to End Homelessness (NAEH) Work Session at Harrah's Cherokee Center, 87 Haywood Street, Asheville, NC 28801.*
- *January 30 @ 10:30 a.m. - Commissioners' Legislative Agenda at 115 Hendersonville Road, Burghley B Room, Asheville, NC 28803.*
- *February 7 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *February 7 @ 5 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

Commissioner Whitesides moved to adjourn the meeting. Commissioner Edwards seconded and the motion passed 7-0. The meeting was adjourned at 6:26 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: 1/17/2023

Consent Agenda

Department: General Services

Presenter(s): Scott Metcalf

Contact(s): Scott Metcalf

Subject: Architectural Services Contract Amendment for the New Fleet Services Complex

Brief Summary: The scope of this contract amendment includes the work to design and navigate the state permitting process for the landfill gas controls systems at the new Fleet Services building, which will be located at the old landfill. Initially, staff thought that designs from the existing firearms training facility would work for State permitting; however, the State required a site-specific design. The contract amendment will be a \$76,023 increase. No additional funds will be required.

Recommended Motion & Requested Action: Recommend executing the Design Contract Amendment with CPL Architects.

County Manager's comments and Recommendation: Approve as presented



December 27, 2022

Scott Metcalf – Facilities/Project Manager
Buncombe County General Services
40 McCormick Place
Asheville, NC 28801

**Re: Buncombe County – New Fleet Services Complex
Contract Amendment #2**

Dear Scott:

On behalf of CPL, I am pleased to submit the following contract amendment to the original design services proposal dated May 13, 2020. The scope of this amendment includes the work by SCS Engineers to design and permit the landfill gas controls system for the new Fleet Services building. Tasks include:

- Task 1 – Project Management and Meetings – \$7,640
- Task 2 – Solid Waste Permit Modification – \$24,226
- Task 3 – Construction Drawings for LFG Mitigation System – \$13,245
- Task 4 – Bidding Support Services – \$8,536
- Task 5 – Construction Oversight, Testing, and Certification – \$22,325

SCS will complete these tasks on a time and material basis.

The table below summarizes the change in design services fee.

Original Design Services Proposal – May 13, 2020	\$	243,000
Contract Amendment for the Approved Scope of Work – September 22, 2021	\$	311,500
Contract Amendment #2 – SCS Landfill Gas Controls	\$	76,023
Total Fee	\$	630,523

We appreciate the opportunity to work with Buncombe County and look forward to the successful completion of this project.

Sincerely,
CPL

Kenneth C. Mayer, Jr., FAIA, LEED AP
Vice President

- Modification to the Landfill's End-Use permit.
- Revised Landfill's Post Closure Plan.
- Permit-level design plans and specifications for the proposed Fleet Services Building's LFG mitigation system.
- A description of the pre and post occupancy sampling requirements.
- A description of the long-term monitoring requirements.

We assume you will provide drawings of the proposed building in AutoCAD format for our use.

A draft of the Solid Waste Permit Modification application will be provided to you and Buncombe County for review. The draft application will be revised per comments and a final version will be submitted to NCDEQ. The application will be certified by a North Carolina Professional Engineer.

SCS will respond in writing to one round of review comments from NCDEQ on the permit application.

Task 3 – Construction Drawings for LFG Mitigation System

SCS will design an “active” LFG mitigation system that would be installed under the foundations and floor slab of the building. An “active” system generally includes a vapor barrier, usually a spray applied membrane, a gas collection zone composed of a perforated piping (or equivalent), a gravel layer, and a blower. The blower exerts a slight vacuum throughout the piping network under the building. The vacuum ensures that if LFG is detected under the footprint of the building, it will be drawn into the piping grid where it is exhausted to the atmosphere at a safe distance from the building.

The blower will be designed to run continuously, on a timer, or as needed based on methane gas concentrations in the subsurface and inside the building. The blower can be installed on the roof or outside on grade.

SCS will work closely with you to ensure that the system design is coordinated with the proposed building foundation and underground utility plans, as well as any exterior components are carefully routed and/or disguised as necessary, to meet your aesthetic requirements. The blower system is typically a system made up of off-the-shelf components that includes a single, electric-powered blower pump mounted on a skid-type frame, a sound enclosure (optional – not likely to be necessary in this case), piping and valves, a control panel, and a light. A power conduit from the new building would likely be adequate to serve the pump motor.

We assume that design of the electrical service from the main or sub-panel in the building to the blower station will be provided by your electrical engineer and those requirements will be included in their construction drawings for this project. SCS will provide the electrical engineer with the motor location plan, motor data including phase and voltage, and load amps.

We anticipated 4 to 5 Construction Drawings will be needed to present our LFG mitigation system design. The drawings will include technical specifications and notes. The Construction Drawings will be stamped by a North Carolina Professional Engineer. We assume you will include these drawings

December 27, 2022
File No. 02222327.00

Mr. Tod Dalton
CPL
400 Bellemeade Street, Suite 401
Greensboro, North Carolina 27401

Subject: Proposal for Professional Services
Landfill Gas Controls for New Fleet Services Building
Buncombe County Old Landfill – Permit #11-01
2945 Riverside Drive, Asheville, North Carolina

Dear Mr. Dalton:

SCS Engineers, PC, (SCS) is pleased to provide this proposal to assist you with the design of a landfill gas (LFG) mitigation system for the subject project. We understand that the County is planning to construct a building complex for their Fleet Services Division located near the closed Old County Landfill.

A LFG (or methane) mitigation system is necessary to protect the building from the potential for methane gas intrusion and the risk of accumulation of a combustible gas inside the facility where it could be ignited under certain conditions. Our approach and recommended design for the Fleet Services building will similar to that deployed for the Fire Arms Training Facility.

SCOPE OF SERVICES

SCS has organized our scope of services into five (5) tasks. A description and fee estimate for Tasks 1, 2 and 3 are provided below. Tasks 4 and 5 are future tasks.

Task 1 – Project Management and Meetings

Task 1 will be used for project management of this work and for project-related meetings. We anticipate a site visit and meeting with the County solid waste staff, and a meeting with Asheville office of North Carolina Department of Environmental Quality (NCDEQ) solid waste personnel. Additional time is allocated for other meetings, but will only be used if needed.

We will also gather and review landfill gas data from the other buildings at the landfill.

Task 2 – Solid Waste Permit Modification

SCS will prepare, on behalf of Buncombe County, a Solid Waste Permit Modification application for the proposed LFG mitigation system for the Fleet Services Building. The permit modification submittal will include the following:



with the other disciplines such as civil site, foundation, electrical, etc. when seeking a building permit.

Task 4 – Bidding Support Services

SCS will provide bid support services during the bidding phase of this project. Specific services include, but not limited to, the following:

- Attendance at the pre-bid meeting.
- Respond to Request for Clarifications (RFC) concerning SCS's design.
- Assistance with the preparation of addenda and Pre-Bid Meeting Minutes as it pertains to our design.
- Review of Contractor bids to establish completeness

For this task we assume one pre-bid meeting.

Task 5 – Construction Oversight, Testing, and Certification

SCS will provide construction oversight, testing, and installation certification for the vapor barrier and control system for this project. Specific services include, but not limited to the following:

- Attendance at pre-construction meeting, and one progress meeting prior to vapor barrier installation.
- Monitor the installation of sub-slab collection pipe and vent risers
- Perform routine site visits during installation of the vapor barrier membrane
- Oversee the membrane smoke test and thickness testing for construction quality assurance
- Monitor the installation of methane sensors and components
- Oversee periodic concrete pours on top of the vapor barrier to inspect for potential damage during construction activities
- Monitor the installation and startup of the blower skid
- SCS will provide a certification report for the vapor barrier installation

It is assumed that the vapor barrier system construction oversight and testing will require no more than 5 site visits by SCS personnel. If the project requires more than 5 site visits, additional budget may be needed.

This proposal also assumes that pre-occupancy indoor air sampling services will not be needed.

ASSUMPTIONS

SCS assumes the following:

- Current topographic survey of the area in AutoCAD.
- Architectural and Foundation drawings for the Fleet Services Building.
- Electrical drawings, prepared by others, will include the required electrical design to support the LFG mitigation system.

Fee Schedule

January 1, 2022

Rate/Hour

Project Director II/Senior Project Advisor	\$250
Project Director I/Senior Project Manager	\$225
Senior Project Manager.....	\$190
Project Manager	\$175
Senior Project Professional	\$155
Project Professional	\$130
Designer	\$125
Staff Professional II	\$120
Staff Professional I.....	\$100
Senior Technician	\$105
Associate Staff Professional I	\$90
Technician.....	\$80
Administration	\$65

General Terms:

1. The hourly rates are effective through **December 31, 2022**. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile mileage rate is \$0.585 per mile) and subsistence, reproduction (\$0.10/page), computers (\$4.00 per billable hour for non-field work), long distance telephone, facsimile & color printing (\$1/page), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS' Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.

Mr. Tod Dalton
December 27, 2022
Page 4

FEE ESTIMATE

SCS proposes to complete the scope of services described in this proposal on a time and materials basis in accordance with our Fee Schedule (**Attachment A**). The estimated not-to-exceed budget tasks 4 and 5 is \$30,861.

A summary of our fees is provided below.

Task	Task Name	Fee Estimate
1	Project Management and Meetings	\$7,640
2	Solid Waste Permit Modification Application	\$24,226
3	Construction Drawings for LFG Mitigation System	\$13,245
Tasks 1-3 Subtotal		\$45,111
4	Bidding Support Services	\$8,536
5	Construction Oversight, Testing, and Certification	\$22,325
Tasks 4 and 5 Subtotal		\$30,861
Total		\$76,023

CLOSING

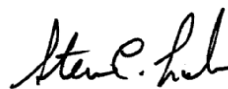
If this scope and budget are acceptable, please provide appropriate Change Order form or Agreement for us to sign. Receipt of the executed Change Order or Agreement will serve as our notice to proceed.

SCS appreciates the opportunity to provide engineering services to CPL. If you have any questions, or wish to discuss this proposal further, please call Steve at (704) 916-1529.

Sincerely,



David Walker, P.E.
Project Professional
SCS Engineers, PC



Steven C. Lamb, P.E.
Vice President
SCS Engineers, PC



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 1/17/2023

Consent Agenda

Department: General Services

Presenter(s): Scott Metcalf

Contact(s): Scott Metcalf

Subject: Architectural services contract with Stewart-Cooper-Newell Architects for the Backup 911 Dispatch Center that will be located on the ground floor of 35 Woodfin Street.

Brief Summary: The current 911 Backup Center is located at the Asheville Municipal Building. As part of the 911 consolidation, the county agreed to develop a 911 Backup Center on county property. The City has asked that the current 911 Backup Center be vacated by September 2023. As a result, the FY22 CIP included funding for construction of a new 911 Backup Center. The ground floor of 35 Woodfin has been chosen as the location for the new 911 Backup Center. The next step in developing the new 911 Backup Center is procurement of architectural services. Architectural services include the following:

- Existing conditions and schematic design
- Design documents
- Construction documents
- Assist with bidding and permitting
- Construction administration
- Other architectural services necessary for completion of the project

In October of 2022, General Services released a Request for Qualifications (RFQ) for the selection of a firm. Submittals were received and scored by General Services. Stewart Cooper Newell Architects scored the highest of the firms that submitted designer qualifications. As a result, staff negotiated a contract with Stewart Cooper Newell Architects for \$160,791. Stewart Cooper Newell Architects will work together with the Buncombe County project team to develop the scope of work, construction documents, and ensure that the project is completed within budget and satisfactorily for Buncombe County.

Recommended Motion & Requested Action: Recommends contract approval

County Manager's comments and Recommendation: Approve as presented



Stewart · Cooper · Newell Architects

December 14, 2022

Buncombe County
General Services Department
40 McCormick Pl
Asheville, NC 28801

Attn: Mr. Scott Metcalf, Facilities/Project Manager

Re: Buncombe County Backup 911 Communications Center
Architectural Fee Proposal

Mr. Metcalf,

It was good meeting with you, the 911 Director and other staff last week. We are excited that the county will be moving forward with the backup 911 Center renovation, and we are honored to be selected to assist you with this project.

Based on our conversations and the information discussed while visiting the facility to be renovated, we understand that the scope of work for the project will include the design, construction documents, bidding and negotiations, and standard construction administration for the renovation of a portion of the lower floor of the multi-story facility located at 35 Woodfin. The approximately 5,200 sf renovation will house the new County Backup 911 Communications Center, server rooms and associated offices. Minor areas of the lower level might be impacted during the process as facility electrical and mechanical equipment is contained in other areas of the lower level and will need to be tied into or otherwise impacted.

Our services will include standard architectural, plumbing, mechanical, fire protection and electrical design as required to properly design the proposed facility. No structural or civil engineering has been included as we do not anticipate any structural changes or additions and no exterior site work is being performed. This proposal further includes on-site visits bi-weekly during construction as needed, assuming a 6-month maximum construction duration. We have included finish and material selection but have not included furniture or console selection and/or bidding.

Our fee proposal to provide the above design services will be \$142,791, plus reimbursable expenses that will be billed per our standard schedule, attached. This is for a beginning of design to submittal for permitting time of 3 months. If the county opts for an expedited design time of 2 months to assist with the tight time schedule, there will be an additional \$18,000.

Once approved to proceed with the project, we will work with the county to execute a contract, meet with the County to finalize the programming of the proposed new facility, field measure, inspect and move forward expeditiously on the project.

Please note that regardless of the project design drawings being completed in 2 or 3 months, we are concerned that the county's desire to occupy the facility on September 1, 2023 may not be achievable due to the time required for contracts, bidding, permitting and the current challenge of acquiring many construction materials, especially electrical item lead times which will heavily influence the construction time line for the project.

Again, thank you and we look forward to working with you and your team,



James Stumbo, AIA
Vice President

James C. Stewart, AIA | Kenneth C. Newell, AIA | James R. Stumbo, AIA
719 East Second Avenue • Gastonia, NC 28054
P: 704.865.6311
F: 704.865.0046
1.800.671.0621 www.scn-architects.com



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: January 17, 2023

Consent Agenda

Department:
Sheriff's Office

Presenter(s):
John Hudson, Budget

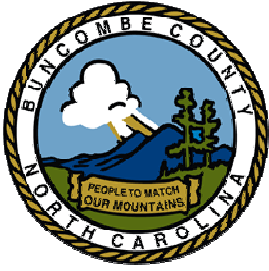
Contact(s): Sheriff Quentin Miller
Lynn Smith, Sheriff's Office

Subject: State Criminal Alien Assistance Program (SCAAP) Funding

Brief Summary: The Buncombe County Sheriff's Office has received notification of a SCAAP reimbursement in the amount of \$51,874 for the 2021 Fiscal Year. The reimbursement is provided by the Bureau of Justice Assistance's (BJA) Office of Justice Programs (OJP). The funding is reimbursement for incarcerating certain undocumented criminals during the reporting period. No expenditures will be budgeted for this revenue in FY23.

Recommended Motion & Requested Action: Accept FY21 SCAAP funding

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



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: January 17, 2023

Consent Agenda

Department: Emergency Services

Presenter(s): John Hudson, Budget

Contact(s): Taylor Jones
Angie Ledford

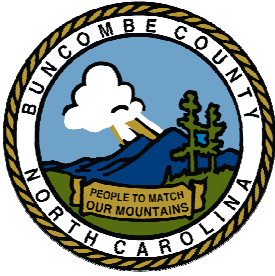
Subject: Duke Energy Grant - PPE for NC Urban Search and Rescue Task Force 2

Brief Summary: Buncombe County Emergency Services received funding in the amount of \$25,000 from the Duke Energy Foundation for the purchase of Personal Protective Equipment (PPE) for the North Carolina Urban Search and Rescue Task Force 2. The PPE to be purchased provides protection during structural collapse incidents and training.

Recommended Motion & Requested Action: Approve budget amendment

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

ORDINANCE #23-01-05



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: January 17, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 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 FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 17th day of January, 2023

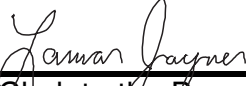
Granting Agency:	Emergency Services
Grant Name:	Personal Protective Equipment NCUSAR TF2 - Duke Foundation

Description: Buncombe County Emergency Services received funding in the amount of \$25,000 from the Duke Energy Foundation for the purchase of Personal Protective Equipment (PPE) for the North Carolina Urban Search and Rescue Task Force 2. The PPE to be purchased provides protection during structural collapse incidents and training.

Funding Source:
Duke Energy Foundation

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 327 - Revenues	\$ 25,000	
Fund 327 - Expenditures		\$ 25,000
TOTAL	\$ 25,000	\$ 25,000

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: January 17, 2023

Consent Agenda

Department: Emergency Services

Presenter(s): John Hudson, Budget

Contact(s): Jamie Judd, Emergency Services
Taylor Jones, Emergency Services

Subject: Collaborative Mobile MAT Team Grant Reallocation - Dogwood Health Trust

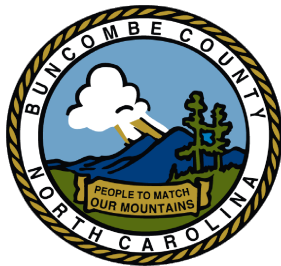
Brief Summary: Buncombe County Emergency Services has received approval from Dogwood Health Trust for an amendment to the existing Collaborative Mobile MAT Team Grant to extend the grant term to January 31st, 2023 and reallocate the grant budget between salaries and benefits, operating, and capital outlay.

This amendment reallocates unspent funds from budgeted salaries, benefits, and operating costs to add \$39,924 to budgeted capital outlay in order to acquire an additional vehicle for the program. No new County dollars are required.

Recommended Motion & Requested Action: Approve budget amendment

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

ORDINANCE #23-01-06



BUNCOMBE COUNTY, NORTH CAROLINA

Grant Projects Ordinance

BOARD MEETING DATE: January 17, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 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 FY2022-2023 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 17th day of January, 2023

Granting Agency:	Emergency Services
Grant Name:	Medication Assisted Treatment Team

Description: Buncombe County Emergency Services has received approval from Dogwood Health Trust for an amendment to the existing Collaborative Mobile MAT Team Grant to extend the grant term to January 31st, 2023 and reallocate the grant budget between salaries and benefits, operating, and capital outlay.

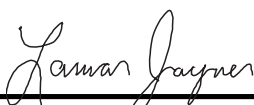
This amendment reallocates unspent funds from budgeted salaries, benefits, and operating costs to add \$39,924 to budgeted capital outlay in order to acquire an additional vehicle for the program. No new County dollars are required.

Funding Source:
Dogwood Health Trust

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 327 - Salaries and Benefits		\$ (28,219)
Fund 327 - Operating		\$ (11,705)
Fund 327 - Capital Outlay		\$ 39,924
TOTAL	\$ -	\$ -

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: January 17, 2023

Consent Agenda

Department:
General Services

Presenter(s):
John Hudson, Budget

Contact(s): Angela Ledford, Emergency Services
Pam Freeman-King, General Services

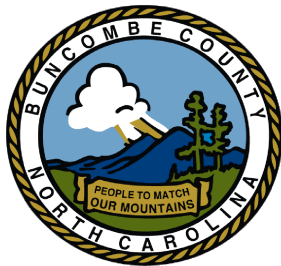
Subject: High-Top Road Repair Project Increase

Brief Summary: In August of 2021 Tropical Storm Fred caused significant damage to the High Top Tower access road. This tower is critical to the Buncombe County Public Safety Radio System. The right-of-way agreement to access the tower site requires that Buncombe County maintain the road. A FEMA Damage Assessment Team conducted a review of the site and estimated the cost to repair the road and mitigate future damage to be \$114,449. We have since received the bid for the work that came in at \$170,200 leaving a \$55,751 gap. North Carolina Emergency Management (NCEM) has agreed to fund the \$55,751 gap.

Recommended Motion & Requested Action: Approve budget amendment

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

ORDINANCE #23-01-07



BUNCOMBE COUNTY, NORTH CAROLINA
Special Projects Ordinance

BOARD MEETING DATE: January 17, 2023

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

NOW THEREFORE,

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

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

ADOPTED this 17th day of January, 2023

Project Name: High-Top Road Repair

Description:

In August of 2021 Tropical Storm Fred caused significant damage to the High Top Tower access road. This tower is critical to the Buncombe County Public Safety Radio System. The right-of-way agreement to access the tower site requires that Buncombe County maintain the road. A FEMA Damage Assessment Team conducted a review of the site and estimated the cost to repair the road and mitigate future damage to be \$114,449. We have since received the bid for the work that came in at \$170,200 leaving a \$55,751 gap. North Carolina Emergency Management (NCEM) has agreed to fund the \$55,751 gap.

Funding Source:

North Carolina Emergency Management (NCEM). No new County dollars required.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 224 - High Top Road Repair	\$ 55,751	
Fund 224 - High Top Road Repair		\$ 55,751
TOTAL	\$ 55,751	\$ 55,751

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 1/17/2023

Presentations

Department: Justice Services

Presenters: Tiffany Iheanacho, Director

Contacts: Tiffany Iheanacho, Justice Services Director

Subject: Human Trafficking Awareness Month Proclamation

Brief Summary: Recognition of Human Trafficking Awareness Month Proclamation in Buncombe County for January, 2023.

County of Buncombe

Proclamation

Human Trafficking Awareness Month

WHEREAS: by Presidential proclamation each January has been designated National Human Trafficking Prevention month; and

WHEREAS: human trafficking is the exploitative buying and selling of human beings for labor and sex acts;

WHEREAS: the issue of human trafficking is a global, national and local violation of human rights; and

WHEREAS: Buncombe County enjoys the benefits of being a global tourism destination, we also incur the increased risks of human trafficking due to the tourism industry and disposable income associated; and

WHEREAS: Buncombe County is committed to preventing human trafficking and has implemented a coordinated Rapid Response Team partnering with community organizations including the Buncombe County Sheriff's Office, Buncombe County Department of Health and Human Services, the District Attorney's office, Asheville Police Department, Mission Hospital, Our VOICE, Pisgah Legal Services, Mountain Child Advocacy, The 100 Movement and other agencies who are working together toward a community free from human trafficking; and

WHEREAS: Buncombe County is committed to supporting the safety of survivors of human trafficking and opened the Buncombe County Family Justice Center where survivors can access coordinated support from different partner agencies including law enforcement, non-profit service providers and health care services; and

WHEREAS: Buncombe County recognizes the strength of individuals in our community who have survived human trafficking and encourages people to raise awareness, promote education and support initiatives to address human trafficking;

WHEREAS: Human Trafficking Awareness Month, is an opportunity to stand with survivors of human trafficking, to celebrate the progress we have made in combating these crimes, and to recommit to preventing human trafficking in Buncombe County.

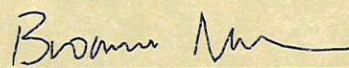
NOW, THEREFORE IT BE PROCLAIMED: by the Board of Commissioners for the County of Buncombe in the state of North Carolina as follows:

1. That the month of January 2023 be proclaimed

HUMAN TRAFFICKING AWARENESS MONTH

in Buncombe County.

2. That this Board does hereby urge all citizens to make the commitment to stop human trafficking by speaking out against violence and learning more about the resources available to survivors and their families.



Brownie Newman, Chairman
Buncombe County Board of Commissioners



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/17/2023

Presentations

Department: Justice Services

Presenter(s): Paulina Mendez, Rebecca Smith, Kelda Harrison

Contact(s): Paulina Mendez, Family Justice Program Manager

Subject: Domestic Violence Fatality Review Team (DVFRT) Findings

Brief Summary: In North Carolina, Domestic Violence Fatality Review Teams (DVFRT) are defined by the NC General Assembly in Session Laws 2009-52 and 2013-70. In June of 2018, the Buncombe County Board of Commissioners adopted a resolution creating a Domestic Violence Fatality Review Team in Buncombe County and Buncombe County was granted authority to implement a DVFRT on by Session Law 2018-116. The County's first DVFRT reviewed the first case in January of 2020. This is the presentation provides a timeline of the domestic violence fatality review, findings, and recommendations for system change and improvement of that first case.

Recommended Motion & Requested Action: For presentation only

County Manager's comments and Recommendation: County Manager acknowledgement of DVFRT work.

2022

DOMESTIC VIOLENCE FATALITY REVIEW REPORT



BUNCOMBE COUNTY
NORTH CAROLINA

02

INTRODUCTION

In 2013, Buncombe County tied with Wake County, a jurisdiction nearly four times its size, for the second-highest number of DV homicides in North Carolina. The eight homicides that occurred in 2013 sparked a community-wide conversation.

The Buncombe Domestic Violence Fatality Review Team (DVFRT) mission is to prevent domestic violence (DV) deaths, increase safety for DV victims, and increase accountability for abusers through systems change.

AUTHORITY & PURPOSE

In North Carolina, Domestic Violence Fatality Review Teams (DVFRT) are defined by the NC General Assembly in Session Laws 2009-52 and 2013-70. Buncombe County was granted authority to implement a DVFRT on by Session Law 2018-116. The DVFRT includes a broad cross section of community service providers who meet quarterly to review domestic violence homicides within the County and improve cross-system communication.

The defined purpose of the DVFRT is to “identify and review domestic violence-related deaths, including homicides and suicides, and facilitate communication among the various agencies and organizations involved in domestic violence cases to prevent future fatalities.” The powers and duties of the Buncombe County DVFRT are outlined in Session Laws 2009-52 and 2013-70 and incorporated herein.

03

ACTIVITIES

According to Session Laws 2009-52 and 2013-70 the DVFRT shall:

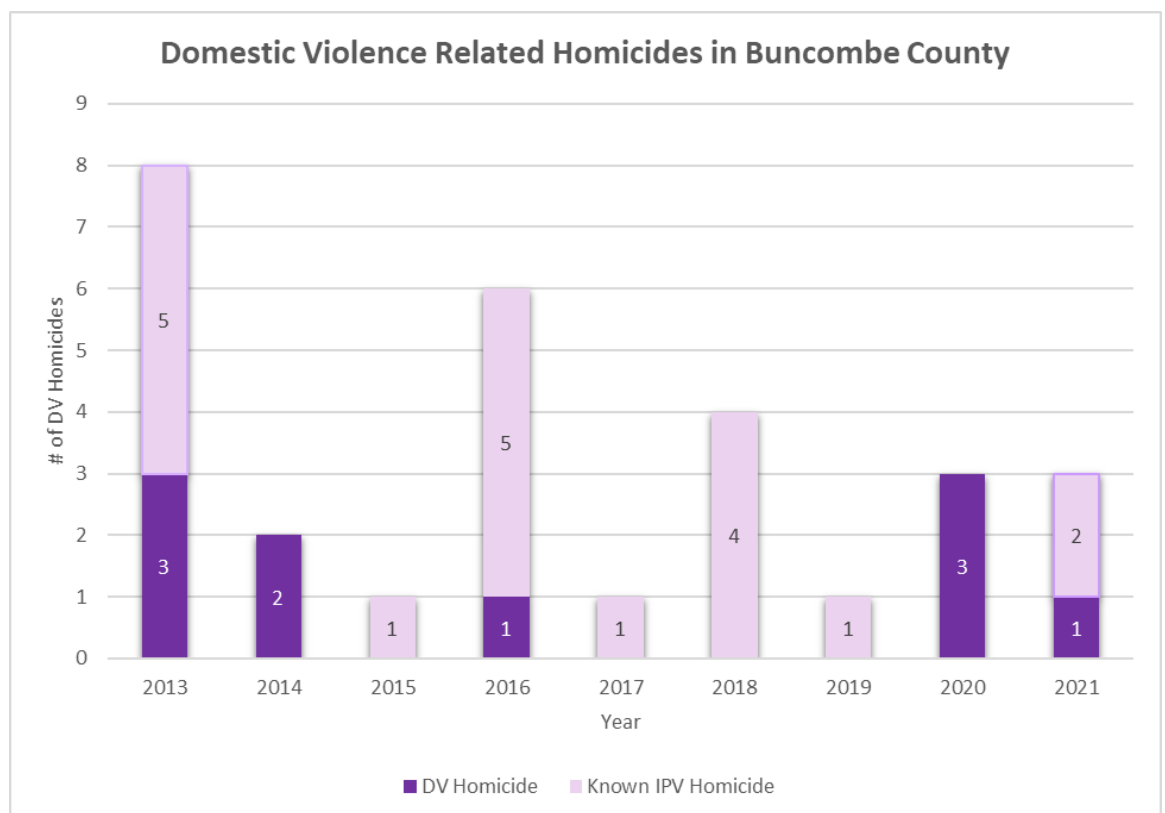
- Study the incidences and causes of death by domestic violence-related behavior in the community. The study shall include an analysis of all community, private, and public agency involvement with the decedent and family members prior to death.
- Develop a system for multidisciplinary review of domestic violence-related deaths.
- Examine the laws, rules, and policies relating to confidentiality.
- Access information that affects the agencies that provide intervention services to determine whether those laws, rules, and policies inappropriately impede the exchange of information necessary to protect victims of domestic violence and recommend any necessary changes.
- Perform any other studies, evaluations, or determinations the Review Team considers necessary to carry out its mandate.
- Make recommendations for system improvements and needed resources where gaps and deficiencies may exist.

04

BUNCOMBE COUNTY DV/IPV HOMICIDE DATA

The North Carolina State Bureau of Investigation (SBI) collects data specific to DV-related homicides from law enforcement agencies across North Carolina per NC General Statute 143-901.

Locally, we work with law enforcement agencies to determine whether the homicides were a result of an intimate partner relationship, in other words, intimate partner violence (IPV) or whether they were domestic and did not involve an intimate partner dynamic (e.g., parent and child related homicide). The graph below shows the number of DV and IPV-related homicides in Buncombe County from 2013 to 2021, according to the SBI report and local law enforcement data.*



*Some incidents involve one homicide while others involve multiple homicides

05

SUMMARY OF INTENSIVE REVIEW

This report will give a high-level overview of the findings and recommendations to protect the confidentiality of those involved. From March to April 2022, records were obtained from as many case-involved partners as possible. Once gathered, they were distributed for review. In May of 2022, an intensive 2-day review was facilitated, and the group worked to finalize the report with findings and recommendations from June through September of 2022. The team focused on one violent incident.

Each fatality review will culminate with the creation of recommendations about intervention and prevention in future domestic violence cases. These recommendations will be refined and included in a report to be presented to the Coordinated Community Response to Domestic and Sexual Violence Leadership Team and Buncombe County Commissioners annually. Per Session Laws 2009-52 and 2013-70, the team shall issue a report to the Buncombe County Commissioners, Governor's Crime Commission, and NC Domestic Violence Commission every three years.



06

DVFRT MEMBERS IN ATTENDANCE

Name	Title	Agency/ Role Per Statute
Vanessa Conley	Administrative Coordinator	Buncombe County/Admin Support
Tracy Crowe	Sergeant	Asheville Police Department/Local Law Enforcement Officer
Angie Garner	County Relations Regional Director	Vaya Health/Local Mental Health Managed Care Organization
Kelda Harrison	Survivor Representation	Community Member/Survivor of Domestic Violence
Julia Horrocks	Managing Attorney	Pisgah Legal Services/Member At-Large
Anne Kouri	Obstetrical Care Coordinator	Buncombe County Health and Human Services
Katie Kurdys	Assistant District Attorney	40th Prosecutorial District/District Attorney
Jackie Latek	Executive Director	SPARC Foundation/Member At-Large
Paulina Mendez	Family Justice Program Manager	Buncombe County/Coordinator
Tonya Robinson	Director of Secondary Education	Buncombe County Schools/Public School
Judge Ward Scott	Judge	28th Judicial District/District Court Judge
Maggie Slocumb	Program Director	Helpmate/Domestic Violence Victim's Service Group
Rebecca Smith	Social Work Division Director	Buncombe County Department of Social Services
Dr. John Stewart	Medical Examiner	Medical Examiner
Katherine Watkins	Social Work Program Manager	Buncombe County Department of Social Services

07

2022 FINDINGS

- The systems' opportunity to intervene was limited by a short window of escalation exhibited by the person who committed the murders, as well as the few intersections between the people involved to conventional system supports.
- The persons murdered were negatively impacted by multifaceted life stress, multi-generational, historical, and community trauma.
- Poverty, race, education, and socio-economic status significantly impacted the resources and opportunities available to the people murdered.
- Financial insecurity and access to transportation to maintain power and influence was used.
- Murder weapon used was a legally obtained semi-automatic rifle to commit the murders. The use of this weapon contributed to the lethality of his attack.
- The lack of record sharing between jurisdictions, i.e., states, makes it challenging to identify history of violence or other historical indicators of domestic violence.
- The DVFRT statute has limited seats for participation in ongoing reviews. Currently, it is not intentional to include members with representation from different backgrounds and different lived experiences.



08

2022 RECOMMENDATIONS

1.COMMUNITY CONNECTION/PREVENTION

- a. Expand funding and support for Helpmate, Our VOICE, and prevention in schools and organizations
- b. Continued support for organizations focusing on Social Determinants of Health and tangible support for children and families
- c. Support and strengthen educational/career development opportunities to provide hope and pathways out of generational poverty like the Marvelous Math Club, Delta Sigma Theta Sorority, Alpha Kappa Alpha Sorority, My Sistah Taught Me That (MSTMT), My Daddy Taught Me That (MDTMT), Open Doors, Big Brothers Big Sisters, Skills Training and Employment Program (STEP), Getting Ahead and MotherLove at the YWCA, Asheville Buncombe Institute for Parity Achievement (ABIPA), Green Opportunities (GO), ESTA Program at Eliada, Goodwill Career Center, and Community Action Opportunities.
- d. Support people with lived experience or who have established trust within the community with resources
- e. Includes domestic violence (DV) education, resources, and resiliency skill building
- f. Link to Buncombe County Communications and Public Engagement (CAPE) Department (e.g., Community Navigators, Community Fairs/Markets), Community Centers (e.g., Eddington Center, Shiloh Center), Faith Communities, Nurse Family Partnership, the Department of Social Services (DSS) Prevention Team, 211, NC Care 360, and resources listed above

2. LEGISLATION/ADVOCACY

- a. Buncombe County has already committed to Educated and Capable Communities and Vibrant Economy initiatives, which seek to increase affordable housing stock and access to high-quality childcare. We recommend that these and similar efforts should be expanded upon. DVFRT found that access to transportation, childcare, and affordable quality housing reduces victims' dependence on their perpetrator's control over their life and their risk of being killed.
- b. Accountability workgroup for following up on how recommendations are implemented in legislation on local and state levels.
- c. Advocate for amendment of automatic expunctions to not include DV-related charges.
- d. Automatic expunctions of DV records significantly inhibit the ability of courts and prosecutors to consider prior incidents of violence when addressing future charges. It also impacts the ability to review bodies like ours to analyze possible prevention measures to reduce future violence.
- e. Acknowledge the connection between firearms to DV homicides, child fatality, and suicide and revisit the adoption of House Bill 525, as well as any other legislation that limits access to firearms of violent DV offenders
- f. Require purchase permits for all firearms.

10

3. EQUITY & INCLUSION

- a. Be intentional to include members with representation from different backgrounds with different lived experiences through engaging with the Coordinated Community Response (CCR) Leadership Team Equity and Inclusion Subcommittee, doing outreach to area communities, and interviewing community members in communities where the incident occurred.
- b. Increase the number of at-large members for the DVFRT so that other skillsets can be represented on review teams longer term and not just when reviewing certain cases

4. CROSS SYSTEM OPPORTUNITIES

- a. Develop a multi-faceted approach to remove barriers to accessing and navigating court systems and resources, including peer support navigator, social work access on site, and funding for community organizations that provide services (e.g., childcare, My Daddy Taught Me That).
- b. Review and improve screening protocols at provider agencies so that the discloser feels safe and encourages disclosure through providing safety and security.
- c. Create a DV Multidisciplinary Team (MDT) to include Pisgah Legal Services, DA's Office, Helpmate, Law Enforcement, Pretrial, SPARC, VA, and Probation.





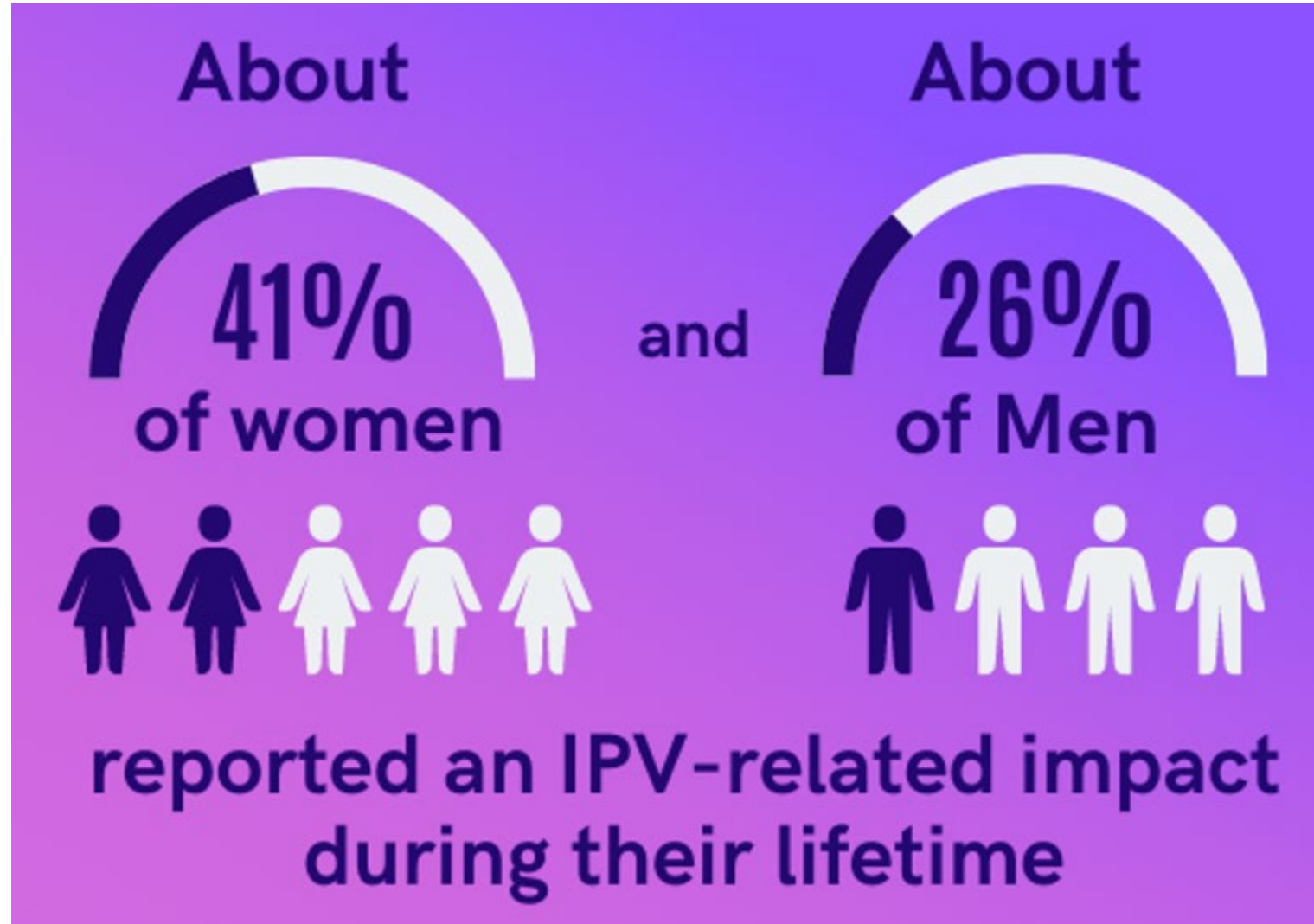
Domestic Violence Fatality Review Team (DVFRT) Recommendations

Presented by

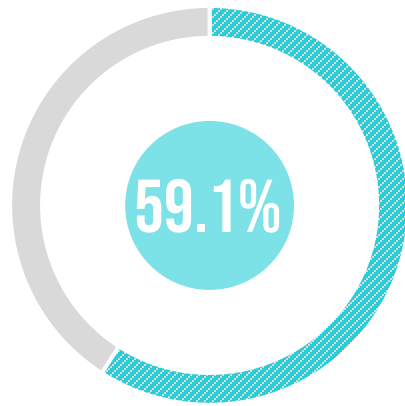
Kelda Harrison, Paulina Mendez, &
Rebecca Smith

January 17, 2023



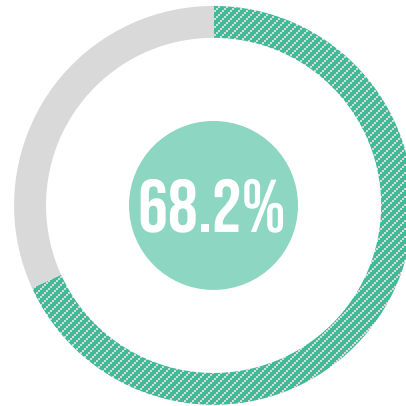


Domestic Violence & Mass Shootings



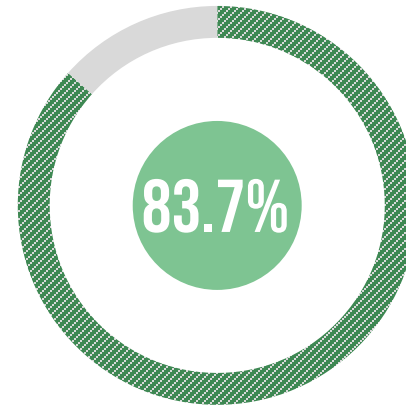
Total

% of mass shootings that were DV-related between



Victim & History

% of mass shootings where one partner or family member was killed, or the perpetrator had a history of DV



Victim Fatality

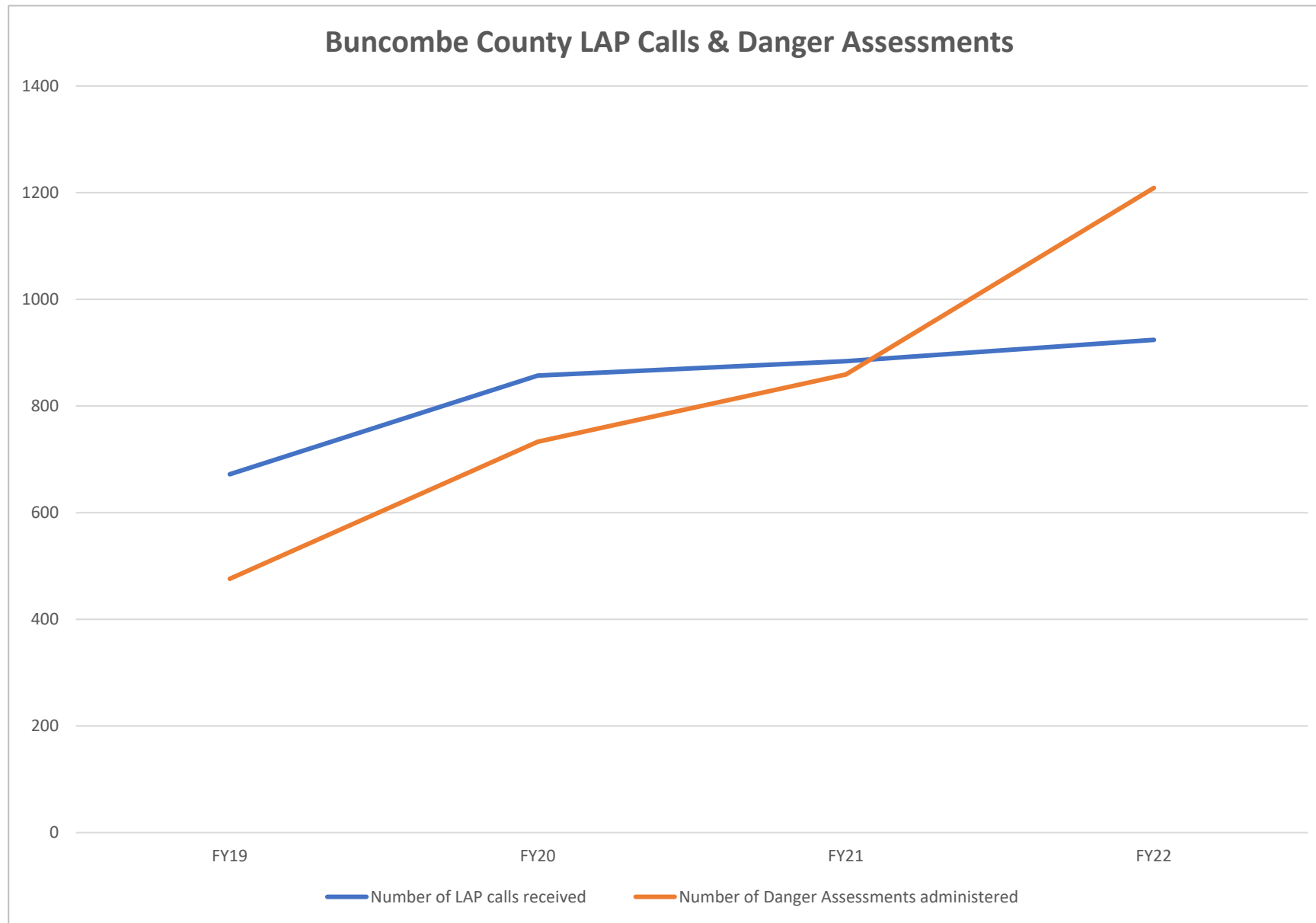
% of fatality rate associated with DV-related mass shootings

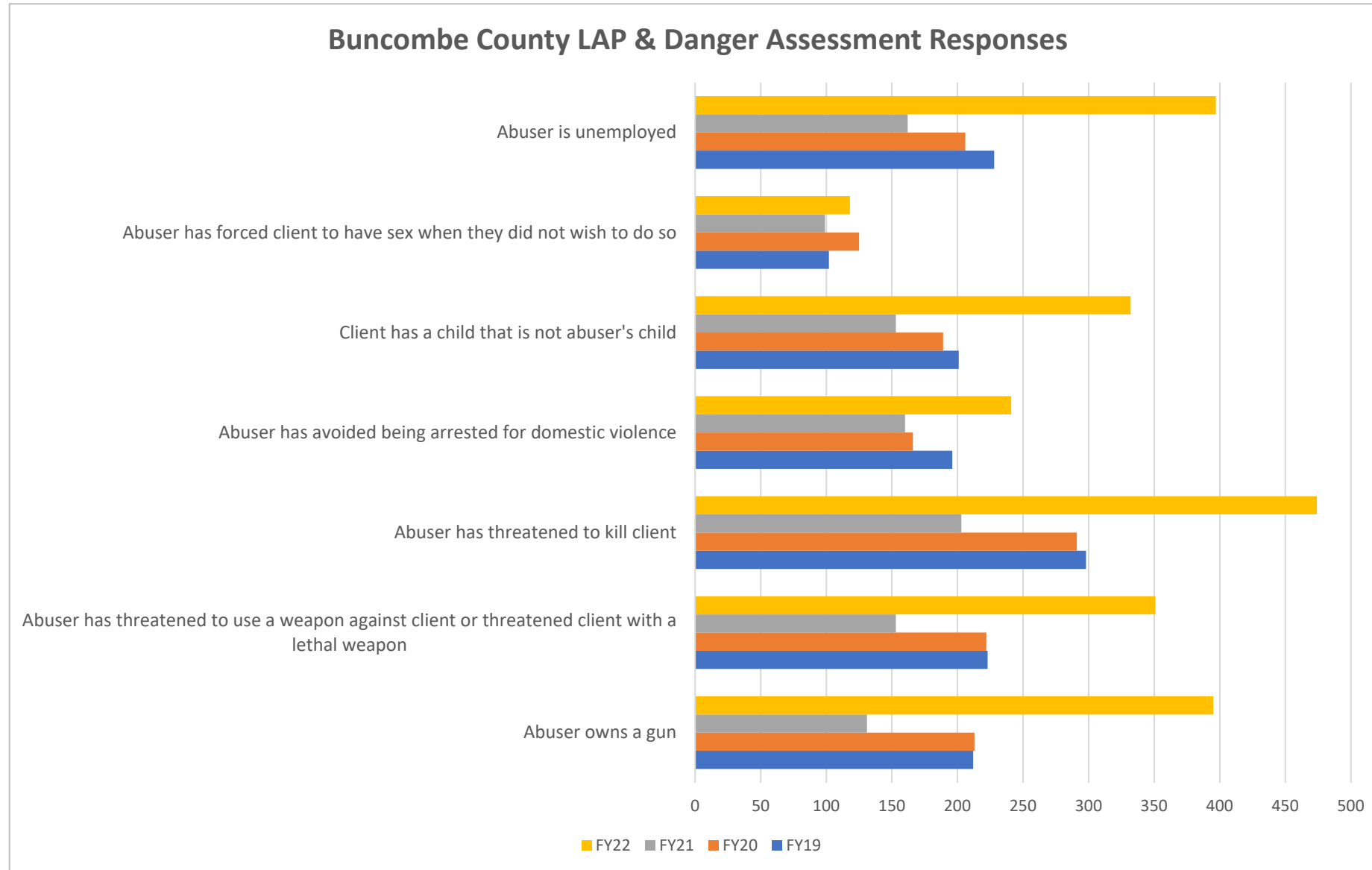


Perpetrator Fatality

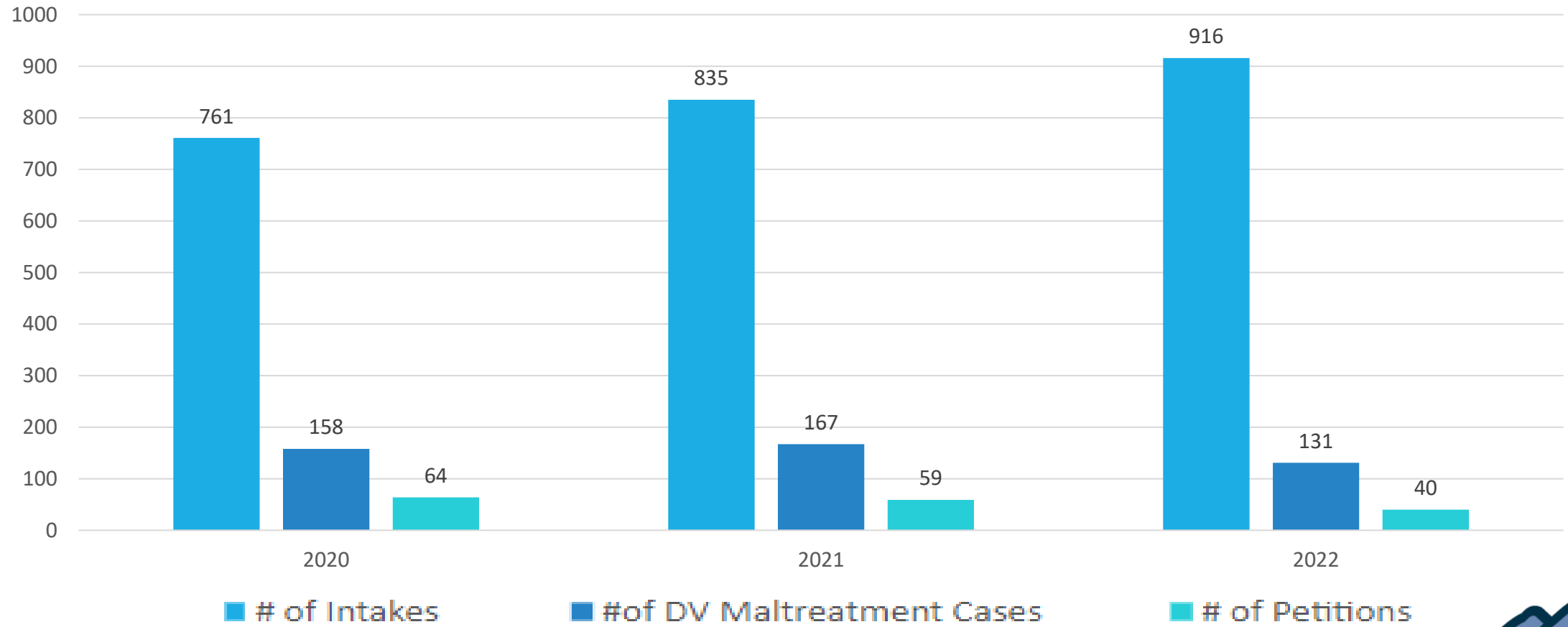
% of perpetrators that died during the shootings





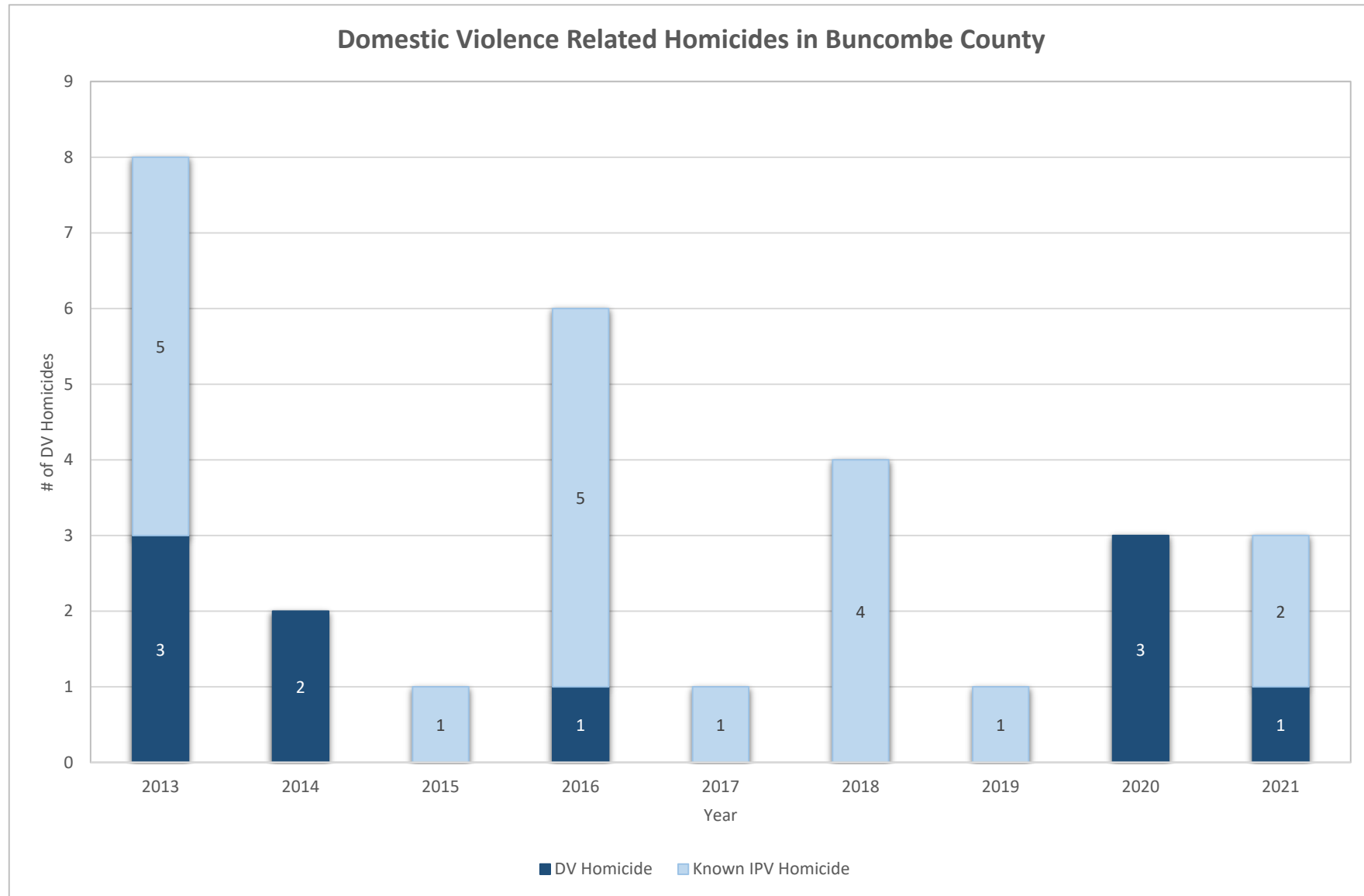


Domestic Violence and Child Protective Services in Buncombe County



2018 Study of Annual Costs of DV in Buncombe County





Buncombe County DVFRT

The mission of the Buncombe County Domestic Violence Fatality Review Team (DVFRT) is to prevent domestic violence (DV) deaths, increase safety for DV victims, and increase accountability for abusers through systems change.

Some DVFRT activities include:

- Studying incidents and causes of death due to DV through a multidisciplinary intensive 2-day review
- Presenting annually to the Coordinated Community Response to Domestic and Sexual Violence Leadership Team and Buncombe County Commissioners
- Identifying gaps and making system recommendations
- Issuing a report to the Buncombe County Commissioners, Governor's Crime Commission and NC Domestic Violence Commission every three years
- Abide by the laws, rules, and policies relating to confidentiality.

(DVFRTs are defined by the NC General Assembly in Session Laws 2009-52 and 2013-70)



2022 DVFRT Review Timeline



2022 DVFRT Review Findings

- ✓ Multifaceted life stress, multi-generational, historical, and community trauma
- ✓ Legally obtained firearm was the murder weapon used by the perpetrator during the attack
- ✓ Financial insecurity and lack of access to transportation were used to maintain coercive control
- ✓ The opportunity to intervene was limited by a short escalation window
- ✓ There were few intersections with conventional system supports
- ✓ The lack of record sharing between jurisdictions, i.e., states, makes it difficult to identify history of violence or other historical indicators of domestic violence
- ✓ The statute allows limited and specified participation on the review panel and currently does not intentionally prioritize diversity or individuals with lived experiences



Recommendation #1

Community Connection/Prevention

- Expand funding and support for prevention services in our schools (e.g., healthy relationship education)
- Continue to support organizations focused on Social Determinants of Health that provide tangible support to families
- Strengthen educational/career development opportunities to provide hope and pathways out of generational poverty
- Treat people who have lived experience or established community trust as the experts and give them the resources needed to impact change



Recommendation #2

Legislation/Advocacy

- Expand established strategic priorities like Educated and Capable Communities and Vibrant Economy
- Require purchase permits for all firearms
- Advocate for amendment of automatic expunctions to not include DV-related charges
- Advocate to revisit the adoption of House Bill 525, as well as any other legislation that limits access to firearms of violent DV offenders
- Create an accountability workgroup to follow up on how recommendations are implemented in legislation at local and state levels



Recommendation #3

Equity & Inclusion

- Be intentional to include DVFRT members with representation from diverse backgrounds and with different lived experience
- Increase the number of at-large members for NC DVFRTs



Recommendation #4

Cross System Opportunities

- Remove barriers to accessing and navigating court systems and resources, including peer support navigator, social work access on site, and funding for community organizations that provide services
- Review and improve screening protocols at provider agencies so that the discloser feels safe
- Create a Domestic Violence-Specific Multidisciplinary Team (MDT) to include Pisgah Legal Services, DA's Office, Helpmate, Law Enforcement, Pretrial, SPARC, VA, and Probation



Sources

- Center for Disease Control and Prevention (CDC), (2021, October 9). *Intimate partner violence*.
<https://www.cdc.gov/violenceprevention/intimatepartnerviolence/index.html>
- Geller, L. B., Booty, M., & Crifasi, C. K. (2021). The role of domestic violence in fatal mass shootings in the united states, 2014–2019. *Injury Epidemiology*, 8(1), 38-38. <https://doi.org/10.1186/s40621-021-00330-0>
- Depken II, C. A. (n.d.). *Study: North Carolina in 2018 the economic impact of domestic violence*. Jamie Kimble Foundation for Courage.
<https://www.jkffc.org/files/8bfe809e-c9fe-4504-b20f-593f24e17b0d--ce835658-2964-42d8-9c6c-cc02c80dc182/2019-09-09-kimble-domestic-violence-cost-report.pdf>





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 1/17/2023

New Business

Department: Legal & Risk

Presenter(s): Michael Frue

Contact(s): Michael Frue

Subject: Resolution Authorizing Grant of Franchise for Convalescent Ambulance Transportation

Brief Summary: The County received an application for grant of convalescent ambulance franchise from Mountain Area Ground Non-Emergency Transportation, LLC ("MAGNET"). In accordance with County ordinances, County EMS and Legal met with MAGNET owners, Tony Campbell and Chris Roberts, and have made a preliminary determination that this company has the ability to provide safe, adequate and responsible service to Buncombe County.

If this Board grants a convalescent ambulance franchise to MAGNET then the State OEMS will inspect the Applicant's Premises and Equipment to determine whether it meets all requisite standards for licensing.

This service would have a marginal impact on revenues, however the savings in time will free up County ambulances for emergency responses rather than having a truck out of emergency service for several hours while engaging in a non-emergency transport.

Recommended Motion & Requested Action: Approve the Resolution Authorizing Grant of Franchise for Convalescent Ambulance Transportation

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

RESOLUTION #23-01-08

RESOLUTION AUTHORIZING A GRANT OF FRANCHISE FOR
CONVALESCENT OR NONEMERGENCY TRANSPORTATION TO MOUNTAIN
AREA GROUND NON-EMERGENCY TRANSPORTATION, LLC, A NORTH
CAROLINA LIMITED LIABILITY COMPANY DOING BUSINESS AS "MAGNET"

-
- WHEREAS, Buncombe County received an application for grant of convalescent transportation franchise from Mountain Area Ground Non-Emergency Transportation, LLC, a North Carolina limited liability company doing business as "MAGNET";
- WHEREAS, County legal services, in consultation with County EMS, scheduled a hearing with the Applicant, by and through its owners, Tony Campbell and Chris Roberts, and held the same on December 7, 2022.
- WHEREAS, as required by Buncombe County Code Sec. 22-43(b), the County has caused such investigation necessary to be made of the Applicant and its proposed operations including a review by County Legal of the Application;
- WHEREAS, this matter came before the Board at its January 17, 2023 regular meeting where and when a report of County Legal and Finance was provided as well as the Ordinance requirements for a grant of an ambulance franchise;
- WHEREAS, in addition to the aforementioned investigation, the County requested that OEMS inspect the Applicant's Premises and Equipment to determine whether that the Applicant has the ability to provide safe, adequate and responsible service to Buncombe County and such investigation has been completed and two minor deficiencies have been corrected;
- WHEREAS, this Board, finds that the Applicant has the ability to provide safe, adequate and responsible service to Buncombe County: (i) that the public will be served by granting the Applicant a franchise, consistent with the article; (ii) that the Application is accurate and complete; (iii) that the Applicant has provided adequate evidence of its ability to provide safe, adequate and responsible service, and evidence that no owner, operator, agent or employee of Applicant has been debarred from the Medicare or Medicaid program, or any other public benefit program of the United States or any state; and (iv) that the Applicant holds all necessary licenses and permits from OEMS, or will be fully qualified to obtain all necessary licenses and permits upon award of the franchise.

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

1. That the Board of Commissioners for the County of Buncombe hereby grants a franchise for convalescent ambulance transportation to Mountain Area Ground Non-Emergency Transportation, LLC d/b/a MAGNET.
2. That County Legal, in consultation with County EMS, and the Applicant, is hereby instructed to draft an agreement for a term of one (1) year containing all terms and conditions required by Buncombe

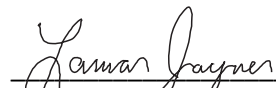
County Code of Ordinances, Chapter 22, Article II, and any other terms it deems wise. The agreement may include provision for one renewal term of up to four (4) years in the discretion of the County provided MAGNET is in good standing with OEMS, County EMS, and all appropriate licenses are maintained.

3. That, by and with the consent of County Legal, County staff is hereby instructed 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.
4. That the Chair and County Manager, or either of them, is hereby authorized to execute such documents as may be required to effect the purposes and intents of this resolution.
5. That this resolution shall become effective upon its adoption.

This the 17th day of January, 2023.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE



Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

STATE OF NORTH CAROLINA

AGREEMENT FOR
AMBULANCE SERVICES

COUNTY OF BUNCOMBE

THIS AGREEMENT ("Agreement") is dated as of ____ day of January, 2023, and is by and between Buncombe County, North Carolina, a public body politic and corporate of the State of North Carolina (sometimes referred to herein as "County"), and Mountain Area Ground Non-Emergency Transportation, LLC, a North Carolina limited liability company doing business as "MAGNET" (sometimes referred to herein as "MAGNET").

Whereas, County Ordinances dictate that no person or entity of any kind shall furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the business of emergency, nonemergency or convalescent transportation of patients within the County unless the person holds a valid permit for each ambulance used in such business issued by OEMS and has been granted a franchise for the operation of such business or service by the County.

Whereas, MAGNET made application with the County to operate ambulances in the unincorporated areas of Buncombe County, and County legal services, in consultation with County EMS, scheduled a hearing with the MAGNET, by and through its owners, Tony Campbell and Chris Roberts, and held the same on December 7, 2022.

Whereas, a hearing to consider granting a franchise to MAGNET was held before the Buncombe County Board of Commissioners on January 17, 2023 and the Board determined that it would be in order to grant MAGNET a franchise for a one year term provided the company's ambulances passed inspection of North Carolina Office of EMS ("OEMS") and the County and MAGNET enter into a one year contract.

Whereas, County personnel accompanied by a representative of the Western Branch of OEMS inspected in service MAGNET ambulances and found that two (2) units are immediately available and meet OEMS standards for convalescent ambulances.

Whereas, County and MAGNET desire to enter into this agreement for MAGNET to furnish convalescent ambulance services in Buncombe County on an as needed basis.

WHEREAS, pursuant to N.C. Gen. Stat. §153A-11 and N.C. Gen. Stat. § 153A-250, a county has the authority to enter into agreements with third parties and to enter into contracts for ambulance services in all or a portion of a county.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. This Agreement shall be valid for a term of one (1) year, effective February 1, 2023. Upon request of MAGNET and upon good cause shown this franchise may be extended for one additional term of up to four (4) years in the discretion of the County provided MAGNET is in good standing with OEMS, County EMS, and all appropriate licenses are maintained.

2. MAGNET will furnish ambulance services and shall provide the necessary equipment, personnel and those things necessary for furnishing such ambulance services for the County and the

Buncombe County EMS System. The services shall be in accordance with minimum standards set forth in this Agreement and as required by federal and State law. Necessary equipment and services provided by MAGNET, and at MAGNET's sole cost and expense, shall include the following:

- MAGNET agrees to maintain response performance rates and quality of care in line with established County EMS Standards;
- MAGNET will provide a level of care consistent with existing EMS standards;
- MAGNET will comply with the terms and conditions of Ch. 22, Emergency Services, Art. II Ambulance Services of the Buncombe County Code of Ordinances, a copy of which is attached hereto; and
- MAGNET will assist County EMS and its Interlocal partners in the event of a major catastrophe or emergency consistent with its licensing.

3. Equipment must comply with the standards established by the County EMS system and the NC Office of EMS. Responsibility for furnishing the necessary equipment to utilize the County EMS system is the sole responsibility of MAGNET and shall be included through the sole cost and expense of MAGNET. Failure to utilize the appropriate equipment will prevent MAGNET from accessing the County EMS system.

4. MAGNET will provide a quarterly report on ambulance services metrics. Metrics will be defined between MAGNET and the County ES Director and may include, but not be limited to, call volume, patient complaints, care issues, etc. The metrics and performance standards shall be in accordance with minimum standards as set forth by OEMS.

5. County may inspect all records, premises and equipment of MAGNET at any time in order to ensure compliance with OEMS standards, County Ordinances, and this Agreement.

6. Except as otherwise provided, if the County determines that MAGNET has failed to render ambulance services as provided in this Agreement and County Ordinances, then the County shall give MAGNET ten (10) days advance notice that the services are subject to suspension. If during the said ten (10) day period, MAGNET makes improvements satisfactory to the County, no suspension shall occur. During the ten (10) day period, MAGNET is not relieved of their responsibility to provide ambulance services in a manner otherwise consistent with the terms of this Agreement. County reserves the right, in its sole discretion, to suspend this Agreement immediately for any reason involving service concerns or public safety.

7. MAGNET shall obtain and keep in force during the term of this agreement the following minimum insurance coverage:

a. Worker's Compensation – at the statutory limits in compliance with applicable State and Federal laws. The Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

b. Employer's Liability - with minimum limits of \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit.

c. Commercial General Liability - covering all operations performed by the Contractor with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate.

d. Professional Health Care Liability - covering the Contractor's acts, errors, or omissions in the rendering of or failure to render professional health care services with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate

e. Business Automobile Liability - covering all owned, non-owned, and hired vehicles used in performance of the contract. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per NCGS 20-279.21.

f. Excess or Umbrella Liability – shall extend an additional \$2,000,000 limit / \$2,000,000 aggregate over the underlying commercial general liability, professional health care liability, and business auto liability insurance. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

8. MAGNET shall provide the County with certificates of insurance evidencing the above amounts. The liability certificates shall name Buncombe County as additional insured under the policies. The certificates shall provide that policies shall not be canceled or changed until thirty (30) days written notice has been given to the County. All insurance shall be procured from reputable insurers authorized to do business in North Carolina.

9. Providing and maintaining adequate insurance coverage is a material obligation of MAGNET and is of the essence of this Agreement. MAGNET may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. MAGNET shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The limits of coverage under each insurance policy maintained by the MAGNET shall not be interpreted as limiting the MAGNET's liability and obligations under the contract.

10. MAGNET shall continuously comply with all applicable laws, ordinances and regulations. In particular, all ambulance services of MAGNET shall comply with all such services requirements of the Department of Health and Human Services as well as pertinent provisions of the North Carolina Administrative Code, Title 10A, Department of Health and Human Services, Chapter 13, NC Medical Care Commission, Subchapter 13P, Emergency Medical Services and Trauma Rules, as same may be updated, amended or replaced from time to time. Also, MAGNET must be continuously in compliance with all County EMS and the North Carolina Office of EMS requirements and retain all necessary licenses and permits from the North Carolina Office of Emergency Medical Services, as applicable.

11. MAGNET shall indemnify, defend and hold harmless the County and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, the performance of this Agreement or the actions of the MAGNET its officials, employees, or students under this Agreement up to the limits of its insurance. MAGNET shall indemnify the County in all instances except where the County is primarily negligent through an act or omission.

Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity. And, that the County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to County's self-insured claim policies and North Carolina law.

12. County shall not make any funds available to MAGNET from any tax levy or its general funds.

13. **Termination for Convenience.** This Agreement may be terminated by either party, for any reason or no reason, at any time by giving written notice of intent to terminate to the other party upon sixty (60) days notice to the other party.

14. **Termination for Cause.** In the event that MAGNET fails to maintain applicable certifications and applicable permits from OEMS then this Agreement may be terminated by County by giving MAGNET ten (10) days advance written notice of termination.

15. **Governing Law.** The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Mediation

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

Legal Proceedings

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

16. **HIPPA Compliance.** MAGNET acknowledges that it is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agrees to comply with the HIPAA Administrative Simplification Regulations as applicable to its services in accordance with 45 CFR Part 160, Part 162 and Part 164 to protect the privacy and security of protected health information and to provide individuals with certain rights with respect to their health information. MAGNET assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which are made available to or obtained by MAGNET in the course of its work. The parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule.

17. **Miscellaneous.** (a) **Notice.** Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and

shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows: County: County Manager, 200 College Street, Asheville, NC 28801. MAGNET: 1095 Hendersonville Road, Suite C5, Asheville, NC 28803. All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. (b) Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties. (c) Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement. (d) Execution. This Agreement shall only become binding when signed by both MAGNET and County. The parties intend that emailed signatures constitute original signatures and that an email-transmitted Agreement containing signatures of the parties is binding on the parties having signed such email-transmitted Agreement. The parties agree that the Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery. (e) Duplicate Counterparts. This Agreement may be signed in counterparts by the parties. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single agreement. Executed counterparts of this Agreement may be delivered by email transmission. (f) Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of MAGNET and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement. (g) Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof. (h) Counterparts. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

Mountain Area Ground Non-Emergency Transportation, LLC

By: _____

ATTEST:

BUNCOMBE COUNTY

Lamar Joyner, Clerk to the Board

By: _____
Brownie Newman, Chair
Buncombe County Commission



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 1/17/2023

New Business

Department: Parks & Recreation

Presenter/Contact: Allison Dains, Director

Subject: Resolution in Support of Friends of Fonta Flora State Trail

Brief Summary: Friends of Fonta Flora State Trail (F3ST) was selected to participate in NCDOT's Great Trails State Plan and identified the segment of the Fonta Flora State Trail (FFST) between Point Lookout at the Buncombe/McDowell border through the Town of Black Mountain for a general planning study. Since that time, NC DoT opened the [IMD Paved Trails and Sidewalk Feasibility Studies Grant](#) to continue the study of the routes identified in the Great Trails State Plan. The Town of Black Mountain will be conducting its own feasibility study for a proposed segment of this plan within its jurisdiction in 2023. F3ST is applying for the segment from the eastern boundary of Black Mountain to the Buncombe/McDowell County line. This segment has not been studied since 2002 and will fill the gap between Black Mountain's study and the study F3ST is currently conducting for the entirety of FFST in McDowell County.

Recommended Motion & Requested Action: Adopt resolution in support of Friends of Fonta Flora State Trail

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

RESOLUTION #23-01-09

RESOLUTION IN SUPPORT OF FRIENDS OF FONTA FLORA STATE TRAIL

WHEREAS, Friends of Fonta Flora State Trail (F3ST) was selected to participate in NCDOT's Great Trails State Plan based, in part, on its application to participate in NCDOT's Great Trails State Plan;

WHEREAS, this segment of the Fonta Flora State Trail (FFST) runs between Point Lookout at the Buncombe/McDowell border to the eastern side of the Town of Black Mountain;

WHEREAS, The Town of Black Mountain will be conducting its own feasibility study for a proposed segment of this plan within its jurisdiction in 2023;

WHEREAS, this segment has not been studied since 2002 and will fill the gap between Black Mountain's study and the study F3ST is currently conducting for the entirety of FFST in McDowell County; and

WHEREAS, no County funding is requested.

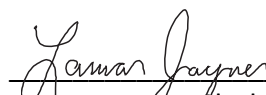
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

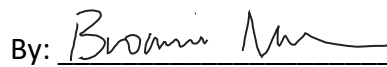
1. That this Resolution in Support of a Segment of the Fonta Flora Trail is hereby adopted.
2. That this resolution shall be effective upon its adoption.

This the 17th of January, 2023.

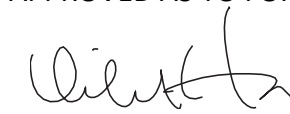
ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chairman

APPROVED AS TO FORM


County Attorney



Resolution of Support

Friends of Fonta Flora State Trail

Presented by

Allison Dains, Parks & Recreation Director

Board of County Commissioners Regular Meeting

January 17, 2023



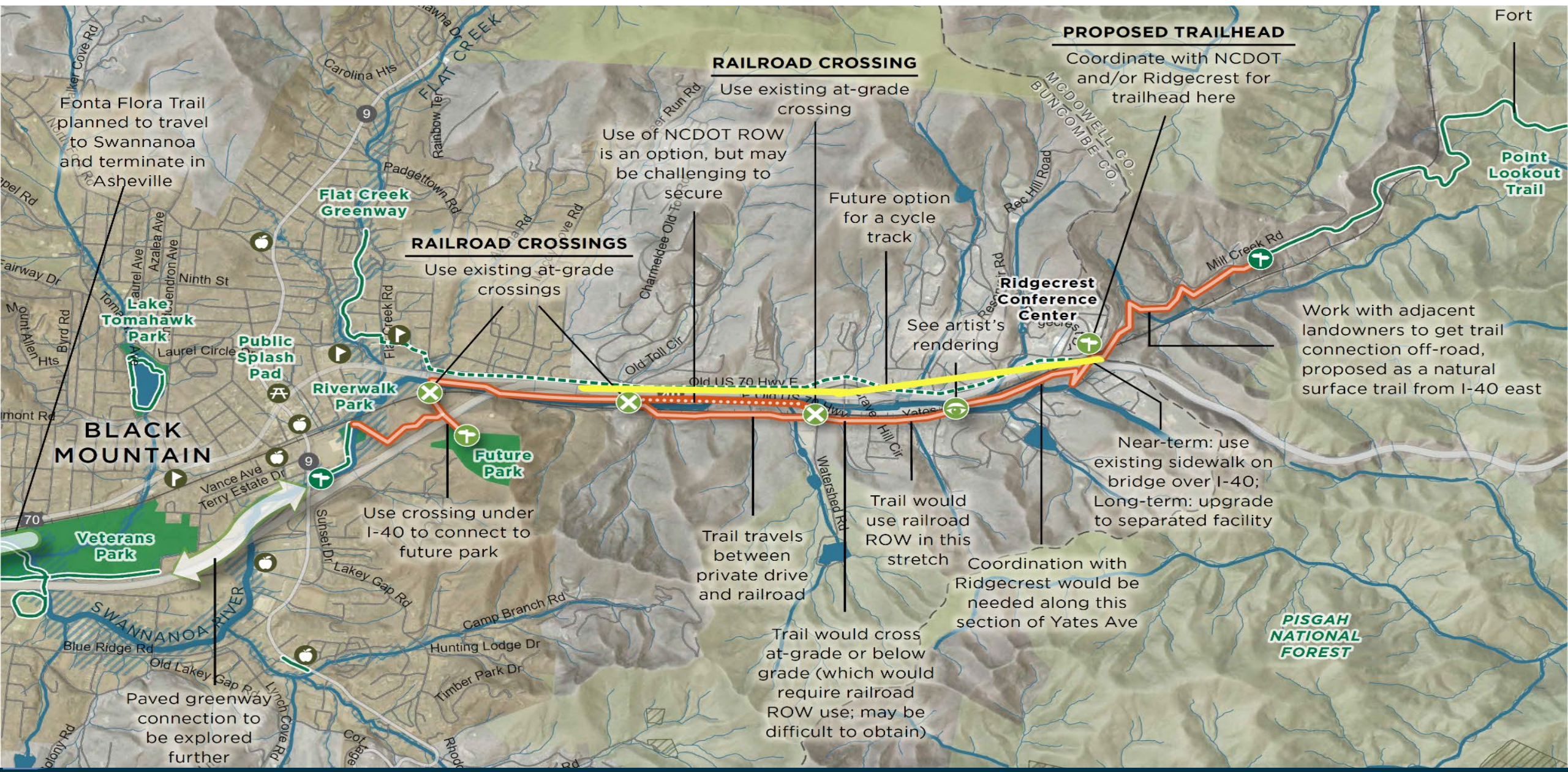
Background

- 100-Mile Fonta Flora State Trail is a hiking and biking trail that will connect Morganton to Asheville and is identified in DOT's Great Trails State Plan.
- Commission signed resolution #16-12-07 on December 6, 2016, in support of the Fonta Flora State Trail.
- Friends of Fonta Flora State Trail (F3ST) was selected to participate in the plan
- NC DoT opened the IMD Paved Trails and Sidewalk Feasibility Studies Grant to continue the study of routes identified in the plan.
- F3ST is applying grant funds to study the segment from the eastern boundary of Black Mountain to the Buncombe/McDowell county line.
- No County funding is requested



Trail Map

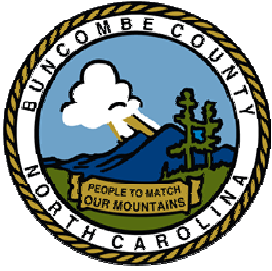
VOL: January 17, 2023
Page64



Request

- Commissioners approve the Resolution in Support of Friends of Fonta Flora State Trail grant application





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: January 17, 2023

New Business

Department:
County Manager

Presenter(s):
John Hudson, Budget

Contact(s): Sybil Tate, Assistant County Manager

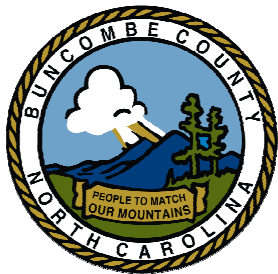
Subject: Establish budget for 2022 GO Bonds

Brief Summary: This ordinance establishes the initial budgets for the 2022 General Obligation bonds for Affordable Housing and Open Space. Each project ordinance establishes a salary and associated operating budget of \$937,213 for each of the two project managers, one to be associated with each of the bonds. The budgets for these bonds are in a new multi-year fund and cover seven years.

Recommended Motion & Requested Action: Approve budget amendment & Establish two bond-funded FTE's

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

ORDINANCE #23-01-10



BUNCOMBE COUNTY, NORTH CAROLINA
Housing/Open Space Bond Projects

BOARD MEETING DATE: January 17, 2023

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2022-2023 Housing/Open Space Bond Projects Fund outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

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

ADOPTED this 17th day of January, 2023

Project Name: 2022 GO Bonds Admin Projects

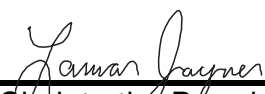
Description: This ordinance establishes the initial budgets for the 2022 General Obligation bonds for Affordable Housing and Open Space. Each project ordinance establishes a salary and associated operating budget of \$937,213 for each of the two project managers, one to be associated with each of the bonds. The budgets for these bonds are in a new multi-year fund and cover seven years.

Funding Source: General Obligations Bond Proceeds

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 343: Bond Proceeds	\$ 1,874,426	
Fund 343: 2022 GO Bonds Admin - Affordable Housing		\$ 937,213
Fund 343: 2022 GO Bonds Admin - Open Space		\$ 937,213
TOTAL	\$ 1,874,426	\$ 1,874,426

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board