

Board of Commissioners' Agenda

January 4, 2022

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

Public Comment is taken at the beginning of the meeting.

Call To Order

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Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Consent Agenda [▲top](#)

- [Approval of December 3, 2021 Special Minutes](#)
- [Approval of December 7, 2021 Briefing Meeting Minutes](#)
- [Approval of December 7, 2021 Regular Meeting Minutes](#)
- [Approval of December 21, 2021 Special Meeting Minutes](#)
- [Meeting Schedule - 2022](#)
- [Appointment to Broad River Volunteer Fire & Rescue Department Fire Relief Fund Board](#)
 - [More Information](#)
- [Appointments to Leicester Volunteer Fire & Rescue Department Fire Relief Fund Board](#)
 - [More Information](#)
- [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Nicholas Baxevanis](#)
- [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Allan Endaya](#)
- [Resolution Approving Addition to State Highway System \(State Road 3684, Walk Off Way\)](#)
 - [Resolution](#)
 - [More Information](#)
- [Tax Collection Report](#)
- [Budget Amendment for Financial Industry Regulatory Authority \(FINRA\) Investor Grant](#)

- [Ordinance](#)
- [Budget Amendment for FY2021 Edward Byrne Memorial Justice Assistance Grant \(JAG\) - NC GCC](#)
 - [Ordinance](#)
- [Budget Amendment for State Lottery Project Award – AC Reynolds \(Stadium Lighting Design\)](#)
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 - [More Information](#)

Public Comment▲top

Good News ▲top

- [Government Finance Officers Association \(GFOA\) Distinguished Budget Presentation Award](#)
 - [Award](#)

Presentations ▲top

- [Buncombe County 230th Anniversary Proclamation](#)
 - [Proclamation](#)

Public Hearings▲top

County Manager's Report▲top

Old Business▲top

New Business ▲top

- [Discussion of Board of Commissioner Districts and Structure](#)
 - [More Information](#)
- [Consent to Hire Dan Keister as Internal Audit Director](#)
- [Budget Amendment for Register of Deeds Excise Stamp Tax](#)
 - [Ordinance](#)
- [Budget Amendment for Low-Income Household Water Assistance Program](#)

- [Ordinance](#)
 - [Face Covering Requirement](#)
-

Board Appointments ▲top

- Adult Care Home Community Advisory Committee
 - Jeanna Restivo
 - Terry Rafinski
 - Barbara Butcher
 - Agricultural Advisory Board for Farmland Preservation
 - Charles Hubbard
 - Juvenile Crime Prevention Council
 - Mollie Rose
 - Cici Weston
-

Announcements ▲top

- January 18 @ 3 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.
 - January 18 @ 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 JANUARY 4, 2022 AT 5 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on January 4, 2022, in the Commission Chambers, 200 College Street, Room 326 in downtown Asheville, North Carolina at 5 p.m. where and when the following business was transacted:

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

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

Staff present: Avril Pinder, County Manager; Sybil Tate, Assistant County Manager; Dakisha Wesley, Assistant County Manager; Jennifer Barnette, Budget Director; Tim Love, Intergovernmental Relations; Lamar Joyner, Clerk to the Board; Michael Frue, Senior Staff Attorney; Brandon Freeman, Staff Attorney

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

- Approval of December 3, 2021 Special Minutes
- Approval of December 7, 2021 Briefing Meeting Minutes
- Approval of December 7, 2021 Regular Meeting Minutes
- Approval of December 21, 2021 Special Meeting Minutes
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- Appointment to Broad River Volunteer Fire & Rescue Department Fire Relief Fund Board
 - More Information
- Appointments to Leicester Volunteer Fire & Rescue Department Fire Relief Fund Board
 - More Information
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Nicholas Baxevanis
- Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Department - Allan Endaya
- Resolution Approving Addition to State Highway System (State Road 3684, Walk Off Way)
 - Resolution
 - More Information
- Tax Collection Report
- Budget Amendment for Financial Industry Regulatory Authority (FINRA) Investor Grant
 - Ordinance
- Budget Amendment for FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) - NC GCC
 - Ordinance
- Budget Amendment for State Lottery Project Award – AC Reynolds (Stadium Lighting Design)
 - Ordinance
 - More Information

PUBLIC COMMENT

Sherry Syence expressed her disapproval of the face covering requirement and vaccinations for the COVID-19 pandemic.

GOOD NEWS

- **Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award**

Jennifer Barnette, Budget Director, recognized the county budget staff for their achievement for receiving the GFOA's Distinguished Budget Presentation Award for its budget for a 26th consecutive year. The award is reflective of July 01, 2021 (FY2022) adopted budget.

PRESENTATIONS

- **Buncombe County 230th Anniversary Proclamation**

A few photos were displayed and Commissioner Wells read the proclamation commemorating Buncombe County's 230th Anniversary.

NEW BUSINESS

- **Discussion of Board of Commissioner Districts and Structure**

Chairman Newman explained that the Board seeks an opinion from independent counsel on available options for electoral districts and residency. The law firm of PoynerSpruill has been asked to provide these services.

Commissioner Sloan moved to approve the engagement letters with continuous status updates. Vice Chair Edwards seconded and the motion passed 7-0.

- **Consent to Hire Dan Keister as Internal Audit Director**

Kendra Ferguson, Chair of Internal Audit Committee, explained the process for the finalists that were interviewed by the Audit Committee, the County Manager, and invited to meet with the County Manager's Management Advisory Group. Each finalist was also asked to provide a presentation to the Audit Sub-Committee. The Internal Audit Committee nominated Dan Keister.

Commissioner Whitesides moved to provide consent to hire Dan Keister as Internal Audit Director. Commissioner Pressley seconded and the motion passed 7-0.

- **Budget Amendment for Register of Deeds Excise Stamp Tax**

John Hudson, Budget, explained the budget amendment.

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

- **Budget Amendment for Low-Income Household Water Assistance Program**

John Hudson, Budget, explained the budget amendment.

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

- **Face Covering Requirement**

Chairman Newman explained that the current local order requiring face coverings in most indoor public settings in Buncombe County is set to expire on January 5, 2022, with Governor Cooper's statewide order set to expire on the same date.

Chairman Newman moved to extend the face covering order requirement to February 16, 2022. Commissioner Whitesides seconded and the motion passed 6-1. (NOES-Pressley)

BOARD APPOINTMENTS

Chairman Newman moved to appoint **Jeanna Restivo**, **Terry Rafinski**, and **Barbara Butcher** to the **Adult Care Home Community Advisory Committee**. Commissioner Wells seconded and the motion passed 7-0

Commissioner Wells moved to appoint **Charles Hubbard** to the **Agricultural Advisory Board for Farmland Preservation**. Commissioner Pressley seconded and the motion passed 7-0.

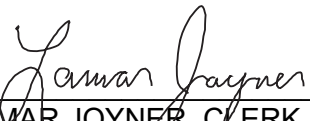
Vice Chair Edwards moved to appoint **Mollie Rose** (at-large) and **Cici Weston** (public representation for family of at-risk youth) to the **Juvenile Crime Prevention Council**. Commissioner Wells seconded and the motion passed 7-0

ANNOUNCEMENTS

The Chairman made the following announcements:

- *January 18 @ 5 p.m. - Commissioners' Briefing at 200 College Street, Room 326 in downtown Asheville.*
- *January 18 @ 12 p.m. - Commissioners' Regular Meeting at 200 College Street, Room 326 in downtown Asheville.*

Commissioner Whitesides moved to adjourn the meeting. Vice Chair Edwards seconded and the motion passed 7-0. The meeting was adjourned at 6:03 p.m.


LAMAR JOYNER, CLERK
BOARD OF COMMISSIONERS


BROWNIE NEWMAN, CHAIRMAN
BOARD OF COMMISSIONERS

2022 BOC Meeting Schedule (tentative)

Meetings occur the 1st and 3rd Tuesday of every month (unless specified) in the Commissioner's Chambers located at 200 College Street, 3rd floor.

Meeting Date	Meeting Time/Type
Jan 4 th	3pm- Briefing, 5pm- Regular BOC meeting
Jan 18 th	3pm- Briefing, 5pm- Regular BOC meeting
Feb 1 st	3pm- Briefing, 5pm- Regular BOC meeting
Feb 15 th	3pm- Briefing, 5pm- Regular BOC meeting
March 1 st	3pm- Briefing, 5pm- Regular BOC meeting
March 15 th	3pm- Briefing, 5pm- Regular BOC meeting
April 5 th	3pm- Briefing, 5pm- Regular BOC meeting
April 19 th	3pm- Briefing, 5pm- Regular BOC meeting
May 3 rd	3pm- Briefing, 5pm- Regular BOC meeting
May 17 th	3pm- Briefing, 5pm- Regular BOC meeting
June 7 th	3pm- Briefing, 5pm- Regular BOC meeting
June 21 st	3pm- Briefing, 5pm- Regular BOC meeting
July 5 th	3pm- Briefing, 5pm- Regular BOC meeting
July 19 th (commissioners have cancelled this meeting in the past)	3pm- Briefing, 5pm- Regular BOC meeting
Aug 2 nd	3pm- Briefing, 5pm- Regular BOC meeting
Aug 16 th	3pm- Briefing, 5pm- Regular BOC meeting
Sept 6 th	3pm- Briefing, 5pm- Regular BOC meeting
Sept 20 th	3pm- Briefing, 5pm- Regular BOC meeting
Oct 4 th	3pm- Briefing, 5pm- Regular BOC meeting
Oct 18 th	3pm- Briefing, 5pm- Regular BOC meeting
Nov 1 st	3pm- Briefing, 5pm- Regular BOC meeting
Nov 15 th	3pm- Briefing, 5pm- Regular BOC meeting
Dec 5 th (Mon/set by reso)	3pm- Briefing, 5pm- Regular BOC meeting
Dec 20 th (commissioners have cancelled this meeting in the past)	3pm- Briefing, 5pm- Regular BOC meeting



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

Consent Agenda

Department: Emergency Services

Presenter(s): Taylor Jones, Emergency Services

Contact(s): Taylor Jones, Emergency Services

Subject: Appointments to Broad River Volunteer Fire & Rescue Department Fire Relief Fund Board

Brief Summary:

The Firefighters' Relief Fund is found in N.C.G.S. 58-84-35 and is funded via a gross premium assessment paid by all North Carolina licensed insurance companies. This assessment is allocated across functions, which includes 20% for relief funds. Each fire department, if a member of the North Carolina State Firemen's Association, should have a relief fund and accordingly a board of trustees. The board of trustees shall have entire control of the funds derived from the provisions of this Article, and shall disburse the funds only for the purposes as defined in this Article to provide assistance and protection to firefighters.

The members of this board are elected in multiple ways, including that the City or County Commissioners must appoint two for each fire department in its district. The Broad River Volunteer Fire & Rescue Department has submitted a recommendation for one of these appointments due to a recent retirement from the board.

Recommended Motion & Requested Action:

1. Appoint the following Virgil Gillam to the Broad River Volunteer Fire & Rescue Department Fire Relief Board of Trustees

County Manager's comments and Recommendation: County Manager recommends appointment



Broad River Volunteer Fire & Rescue Department, Inc.
44 Broad River VFD Road, Black Mountain, NC 28711
Ph: 828-669-0488 Fix: 828-669-0438

To: Taylor Jones

Buncombe County EM

From: Broad River Fire Dept Relief Fund Board of Trustees

Mr Jones,

Greetings from Broad River,

Our Relief Fund Board of Trustees is requesting a change of membership on the Board. We have 2 Members appointed by the County Commissioners.

Mr Phillip Clark is retiring from our Board as of Feb 2022 and we recommend.

Virgil Gillam of

234 Rock Creek Road

Black Mtn NC 28711

828 669-7876

slimwoodcutter#2@msn.com

as a replacement.

Assistant Chief Bruce Cook will remain as the other member appointed by the County Commissioners.

Thank You for your considerations

Bruce Cook

Assistant Fire Chief

Broad River Fire Dept

Relief Fund Sec/Treasure



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

Consent Agenda

Department: Emergency Services

Presenter(s): Taylor Jones, Emergency Services

Contact(s): Taylor Jones, Emergency Services

Subject: Appointments to Leicester Volunteer Fire Department Fire Relief Fund Board

Brief Summary:

The Firefighters' Relief Fund is found in N.C.G.S. 58-84-35 and is funded via a gross premium assessment paid by all North Carolina licensed insurance companies. This assessment is allocated across functions, which includes 20% for relief funds. Each fire department, if a member of the North Carolina State Firemen's Association, should have a relief fund and accordingly a board of trustees. The board of trustees shall have entire control of the funds derived from the provisions of this Article, and shall disburse the funds only for the purposes as defined in this Article to provide assistance and protection to firefighters.

The members of this board are elected in multiple ways, including that the City or County Commissioners must appoint two for each fire department in its district. The Leicester Fire Department has submitted a recommendation for these appointments.

Recommended Motion & Requested Action:

1. Appoint the following persons to the Leicester Fire Relief Board of Trustees:
 - a. Ronald Prestwood
 - b. Karla Reed

County Manager's comments and Recommendation: County Manager recommends appointment



LEICESTER VOLUNTEER FIRE DEPARTMENT INC.
PO BOX 100
LEICESTER, NC 28748
PHONE (828) 683-3433
WWW.LEICESTERFIRE.COM

November 30, 2021

Taylor Jones
Buncombe County-Emergency Services Director
164 Erwin Hills Road
Asheville, N.C. 28806

Dear Taylor Jones,

Below are the two (2) people that the Leicester Volunteer Fire Department is asking local government to appoint to the North Carolina State Firefighters' Relief Fund Board for the Leicester Volunteer Fire Department.

Your assistance in this matter is greatly appreciated.

Relief Fund Board of Trustees

Leicester Fire Department

Board Trustees appointed by Local Government

Trustee #3
Ronald Prestwood
251 Hog Eye Road
Leicester, NC 28748
rprestwood@leicesterfire.com
(828) 683-2149

Trustee #4
Karla Reed
22 Rusty Wheel Way
Leicester, NC 28748
karlareed@charter.net
(828) 683-9927

Sincerely,

Ted Godleski
District Chief – Leicester Volunteer Fire Department
Fire Department: 828-683-3433 Ext. 1801
Mobile: 828:552-1094
e-mail: tgodleski@leicesterfire.com

RESOLUTION #22-01-01

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

WHEREAS, Nicholas Baxevanis is retiring from the Buncombe County Sheriff's Office after 14 years of service; and

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

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

WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 17, serial number BEPW889, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

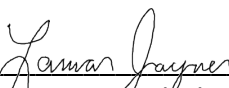
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

This the 4th day of January, 2022.

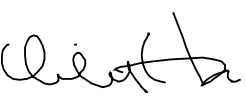
ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM


County Attorney

RESOLUTION #22-01-02

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

WHEREAS, Allan Endaya is retiring from the Buncombe County Sheriff's Office after 18 years of service; and

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

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

WHEREAS, this board finds that the individual named above carried, at the time of the individual's retirement, a service side arm more particularly described as a Glock Model 19, serial number WVD781, and that the individual named above has requested and is entitled to receive said service side arm in working order at a price fixed by this Board

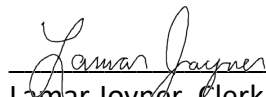
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

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

This the 4th day of January, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Chair

APPROVED AS TO FORM


County Attorney



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

Consent Agenda

Department: Intergovernmental Relations

Presenter: Tim Love

Contact(s): Michael Frue

Subject: Resolution Approving Addition to State Highway System

Brief Summary:

Buncombe County received a letter from the NC Department of Transportation ("DOT") indicating that it had recently completed a project for 0.24 miles of roadway for State Road 3684, Walk Off Way, in Enka. DOT requests the approval of this Board to add this 0.24 miles of roadway in Buncombe County to the State Highway system.

Recommended Motion & Requested Action: Approve the Resolution Approving Addition to State Highway System.

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

RESOLUTION #22-01-03

RESOLUTION APPROVING ADDITION TO STATE HIGHWAY SYSTEM

WHEREAS, this Board has received a letter from the NC Department of Transportation ("DOT") indicating that it had recently completed a project for 0.24 miles of roadway for State Road 3684, Walk Off Way, in Enka;

WHEREAS, DOT requests the approval of this Board to add this 0.24 miles of roadway in Buncombe County to the State Highway system; and

WHEREAS, this Board supports this request.

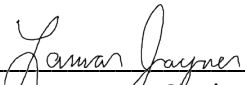
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That this Board hereby approves the request for an addition of 0.24 miles of roadway for State Road 3684, Walk Off Way, in Enka to the State Highway system.
2. That this resolution shall be effective upon its adoption.

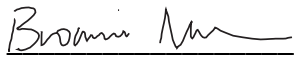
This the 4th of January, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

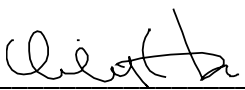


Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

December 8, 2021

Avril Pinder
Buncombe County Manager
200 College Street, Suite 300
Asheville, NC 28801

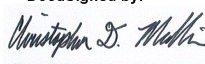
Dear Avril:

NCDOT recently completed a project to construct an additional 0.24 miles of roadway for State Road 3684 Walk Off Way in Enka. The beginning portion of Walk Off Way is currently state maintained for a length of 0.21 miles. Upon addition, the total length of Walk Off Way will be 0.45 miles.

The project cover sheet is attached to this memo detailing the additional road construction limits. Please obtain a resolution for the addition of 0.24 miles of SR 3684 Walk Off Way in Buncombe County if the County Commissioners concur. Please email the resolution to me at cdmedlin@ncdot.gov.

If I can provide additional information, please contact me at 828-298-2741

Sincerely,

DocuSigned by:

6D92D71E27C94A3...

Christopher D. Medlin, P.E.
District Engineer

CDM/jpr
attachments



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

CONSENT

DEPARTMENT: Tax Collections

PRESENTER: Jennifer Pike

CONTACT: Jennifer Pike

SUBJECT: Approval of November 2021 Tax Collection Report

BRIEF SUMMARY:

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

In the month of November, mortgage company property tax payments have been processed. Adjustments to the total levy through the remainder of fiscal year 2022 will be due to registered motor vehicle levy and regular property value discoveries or releases.

As of November 30, 2021, the total levy billed for fiscal year 2022 is 49.35% collected, as compared to 45.53% for fiscal year 2021.

Below is Buncombe County year to date reporting for fiscal year 2022, as of November 30, 2021.

Current Year Collections

Fiscal Year 2022	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 13,600,322.07	\$ 4,672,230.91	\$ 204,035,694.74	\$ 6,137,157.13	\$ 228,445,404.85
Amount Collected	\$ 3,360,480.44	\$ 76,624.73	\$ 103,171,581.60	\$ 6,118,525.94	\$ 112,727,212.71
Unpaid Balance	\$ 10,239,841.63	\$ 4,595,606.18	\$ 100,864,113.14	\$ 18,631.19	\$ 115,718,192.14
Interest Collected	\$ -	\$ -	\$ 87,252.45	\$ 46,329.69	\$ 133,582.14
FY22 Collection %	24.71%	1.64%	50.57%	99.70%	49.35%
FY21 Collection %	23.93%	1.63%	46.75%	99.02%	45.53%

Total fiscal year 2022 year to date collections, property tax and interest

\$ 112,860,794.85

Prior Year Collections

Prior Years 2012-2021	Personal Property	Real Estate	Total
Amount Collected	\$ 46,510.65	\$ 343,994.04	\$ 390,504.69
Interest Collected	\$ 5,711.23	\$ 28,225.02	\$ 33,936.25

Total prior year collections, fiscal year to date

\$ 424,440.94

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

\$ 8,249.30

*Total refunds processed November 2021

\$ 50,586.05

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



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

Consent

Department:

Library

Presenter(s):

John Hudson, Budget

Contact(s):

Jim Blanton, Library
Jennifer Barnette, Budget
John Hudson, Budget

Subject:

FINRA Investor Grant

Brief Summary:

The Financial Industry Regulatory Authority (FINRA) is a government authorized not-for-profit organization empowered to protect America's investors by ensuring broker-dealer operations are fair and honest.

Buncombe County's Library department has been awarded \$5,000 by FINRA for the purchase of personal finance resources to supplement the Library's existing collection.

The provision of these materials directly targets Buncombe County's focus area of Resident Well-Being.

These are new dollars that require no match.

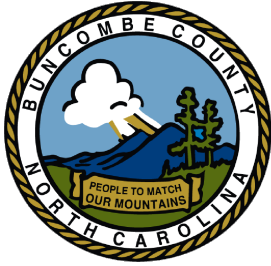
Recommended Motion & Requested Action:

Approve budget amendments

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #22-01-04



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: January 4, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 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 FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 4th day of January, 2022.

Granting Agency:	FINRA Investor Education Foundation
Grant Name:	FINRA Investor Grant

Description:

The Financial Industry Regulatory Authority (FINRA) is a government authorized not-for-profit organization empowered to protect America's investors by ensuring broker-dealer operations are fair and honest.

Buncombe County's Library department has been awarded \$5,000 by FINRA for the purchase of personal finance resources to supplement the Library's existing collection.

The provision of these materials directly targets Buncombe County's focus area of Resident Well-Being.

Funding Source:

These are new dollars that require no match.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
FINRA Investor Grant	\$ 5,000	\$ 5,000
TOTAL	\$ 5,000	\$ 5,000

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: 1/4/2022

Consent Agenda

Department:

Budget

Presenter(s):

John Hudson, Budget

Contact(s):

Sheriff Quentin Miller
Lynn Smith, BCSO

Subject:

FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) - NC GCC

Brief Summary:

The Buncombe County Sheriff's Office is a subrecipient of the FY2021 Justice Assistance Grant (JAG) through the NC Department of Public Safety. Buncombe County was awarded \$24,500 in JAG funding to purchase protective equipment. No county funds are required.

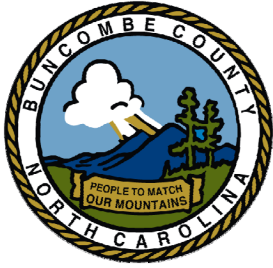
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #22-01-05



BUNCOMBE COUNTY, NORTH CAROLINA
Grant Projects Ordinance

BOARD MEETING DATE: January 4, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 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 FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 4th day of January, 2022.

Granting Agency: U.S. Department of Justice, Office of Justice Programs via NC Dept. of Public Safety
Grant Name: FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) - NC GCC

Description:

The Buncombe County Sheriff's Office is a subrecipient of the FY2021 Justice Assistance Grant (JAG) through the NC Department of Public Safety. Buncombe County was awarded \$24,500 in JAG funding to purchase protective equipment. No county funds are required.

Funding Source:

\$24,500 awarded through the US DOJ JAG Program.

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 327 - JAG 2021 - GCC	\$ 24,500	\$ 24,500
TOTAL	\$ 24,500	\$ 24,500

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: 1/4/2022

Consent Agenda

Department: Budget

Presenter(s): John Hudson, Budget

Contacts: Tina Thorpe, Buncombe County Schools
John Hudson, Budget

Subject: State Lottery Project Award – AC Reynolds – DESIGN – Stadium Lighting Replacement

Brief Summary:

The Board of Commissioners approved an application in the amount of \$875,000 for the design and replacement of stadium lighting at AC Reynolds High School at their October 19th meeting. The \$875,000 consisted of \$30,000 for design and \$845,000 for repairs.

The design portion of this project for Buncombe County Schools has been awarded for NC Education Lottery dollars in the amount of \$30,000 by the State of North Carolina.

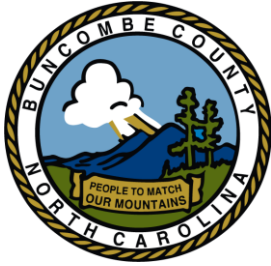
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's comments and Recommendation:

County Manager recommends as presented.

ORDINANCE #22-01-06



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

BOARD MEETING DATE: January 4, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 Projects as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 4th day of January, 2022.

Requesting Department: Budget
Project Name: State Lottery Project Award - AC Reynolds - DESIGN - Stadium Lighting Replacement

Description:

The Board of Commissioners approved an application in the amount of \$875,000 for the design and replacement of stadium lighting at AC Reynolds High School at their October 19th meeting. The \$875,000 consisted of \$30,000 for design and \$845,000 for repairs.

The design portion of this project for Buncombe County Schools has been awarded for NC Education Lottery dollars in the amount of \$30,000 by the State of North Carolina.

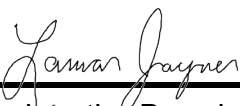
Funding Source:

NC Education Lottery Funding - Public School Building Capital Fund

Exhibit A:	Increase (Decrease)	
Account Description	Revenues	Expenditures
Fund 335 - Restricted Intergovernmental	\$ 30,000	
Fund 335 - BCS - AC Reynolds - DESIGN - Stadium		\$ 30,000
TOTAL	\$ 30,000	\$ 30,000

ATTEST:

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


Clerk to the Board

By: 
Chairman of the Board



PUBLIC SCHOOLS OF NORTH CAROLINA

DEPARTMENT OF PUBLIC INSTRUCTION | Catherine Truitt, Superintendent of Public Instruction

WWW.DPI.NC.GOV

November 23, 2021

MEMORANDUM

Page 1

To: Don Warn Don.Warn@buncombecounty.org
Buncombe County

Tina Thorpe tina.thorpe@bcsemail.org
Buncombe County Schools

From: Dennis Hilton, School Planning Consultant
NC Department of Public Instruction

The below listed Application(s) have been approved for transferring the following funds from the North Carolina Education Lottery Fund, Need Base Lottery Fund, and/or ADM Fund, through the Public School Building Capital Fund:

	<u>Project Title</u>	<u>ADM Fund</u>	<u>Lottery Fund</u>	<u>Needs Based Lottery Fund</u>
1.	AC Reynolds - DESIGN - Stadium light replacement	\$0.00	\$30,000.00	\$0.00
Total this month:		<u>\$0.00</u>	<u>\$30,000.00</u>	<u>\$0.00</u>

The funds, as noted above, will be transferred to the county disbursing account in the State Treasurer's Office on the last day of this month and will be available for drawdown on the first or second working day of next month. Questions concerning the disbursing account, checks, signature cards, etc. should be directed to the Disbursing Account Services Supervisor in the State Treasurer's Office: Phone Number 919-814-3904.

A final report is required showing the actual state and local expenditures and the actual completion date. If the expenditures of state funds are less than the amount approved and transferred to the disbursing account in the State Treasurer's Office, request that the balance be released from the disbursing account for re deposit into the county account in the Public School Building Capital Fund for reallocation to additional construction projects.

If you have any questions, please do not hesitate to call.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

Good News

Department: Budget

Presenter(s): Jennifer Barnette, Budget

Contact(s): Jennifer Barnette

Subject: Acknowledgement of the FY2022 (July 01,2021) Distinguished Budget Award

Brief Summary:

The Government Finance Officers Association (GFOA) is pleased to announce that Buncombe County, North Carolina, has received GFOA's Distinguished Budget Presentation Award for its budget for a 26th consecutive year. The award is reflective of July 01, 2021 (FY2022) adopted budget.

The award represents significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in fourteen mandatory criteria within those categories, to receive the award.

A certificate of Recognition for Budget Presentation is presented to the individual(s) or department primarily responsible for having achieved the award.

Recommended Motion & Requested Action: Recognize county budget staff for their achievement.

County Manager's comments and Recommendation:

County Manager would like to recognize the staff for their achievements.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Buncombe County
North Carolina**

For the Fiscal Year Beginning

July 01, 2021

Christopher P. Morill

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Buncombe County Budget Office
Buncombe County, North Carolina**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Christopher P. Morill

Date: **December 20, 2021**



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 1/4/2022

Presentations

Department: County Manager

Presenter: Avril Pinder

Contacts: Avril Pinder

Subject: Buncombe County 230th Anniversary Proclamation

Brief Summary: Recognition of Buncombe County's 230th anniversary since being established in 1792.

County of Buncombe
Proclamation

Buncombe County 230th Anniversary

WHEREAS, the County of Buncombe was established in 1792 and will celebrate its 230th anniversary in January of 2022; and

WHEREAS, according to oral tradition, Samuel Davidson was the first white person to permanently live in what is now Buncombe County when he built a homestead on Bee Tree Creek in 1781; and

WHEREAS, the area currently known as Buncombe County, North Carolina rests on land that was first inhabited by the Cherokee, who flourished here for thousands of years, as well as the Catawba People; and

WHEREAS, a small group of wealthy landowners formed Buncombe County's first local government in 1792; and

WHEREAS, the County was named to honor Colonel Edward Buncombe, a Caribbean-born plantation owner and Revolutionary War veteran; and

WHEREAS, at the time of its creation, the jurisdiction of Buncombe County encompassed most of the western part of the state and was so large that it was often called the "State of Buncombe"; and

WHEREAS, the county seat, originally called Morristown, was re-named Asheville in 1793 to honor Governor Samuel Ashe; and

WHEREAS, Buncombe County became a popular destination in the 19th century for merchants from the Appalachian foothills as well as leisure travelers from the lower South seeking refuge from mosquito-borne diseases and intense summer heat; and

WHEREAS, today more than 10 million people make their way to Buncombe County each year; and

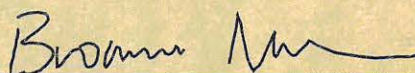
WHEREAS, at least 21 working family farms have been in business for more than 100 years; and

WHEREAS, Buncombe County is now home to more than 263,000 residents in Asheville, Biltmore Forest, Black Mountain, Montreat, Weaverville, Woodfin and unincorporated areas of the County; and

WHEREAS, Buncombe County is a caring community in harmony with its environment where residents succeed, thrive, and realize their potential; and

WHEREAS, Buncombe County strives to promote a healthy, safe, well-educated, and thriving community with a sustainable quality of life, and provide effective and efficient government our residents can trust.

NOW, THEREFORE, BE IT RESOLVED, that on this 4th day of January 2022, the Buncombe County Board of Commissioners does hereby recognize the momentous occasion of Buncombe County's 230th anniversary and extend to the County, its employees, residents, and visitors best wishes for the County's continued success in all future endeavors.



Brownie Newman
Chairman, Buncombe County Board of Commissioners



Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 1/4/2022

New Business

Department: Board of Commissioners

Presenter(s): Brownie Newman

Contact(s): Board of Commissioners

Subject: Discussion of Board of Commissioner Districts and Structure

Brief Summary: Pursuant to Part 4, Article 4 of Chapter 153A of the North Carolina General Statutes, the Board seeks an opinion from independent counsel on available options for electoral districts and residency. The law firm PoynerSpruill has been asked to provide these services and their engagement letters are included with this agenda item.

Recommended Motion & Requested Action: Discussion.

December 1, 2021

Caroline P. Mackie
Partner
D: 919.783.1108
F: 919.783.1075
cmackie@poynerspruill.com

Brownie W. Newman
Chair - Buncombe County Board of Commissioners
Brownie.Newman@buncombecounty.org

RE: Engagement for Legal Services

Dear Mr. Newman,

We are pleased you have asked the firm to serve as counsel to the Buncombe County Board of Commissioners. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter and the enclosed Standard Terms of Representation will constitute the terms of our engagement. Again, we are pleased to have the opportunity to serve you.

Client. Buncombe County Board of Commissioners (the “County”) will be our only client in this matter.

Scope of Engagement. Our representation will be limited to the specific matters described in this paragraph. The County is engaging us to represent it, and we agree to represent it to provide advice and drafting of an appropriate resolution regarding the Buncombe County Board of Commissioners Electoral Districts (hereinafter referred to as the “matter” or “engagement”).

As part of the engagement, and for the convenience of the County, the Firm will engage professional demographer Blake Esselstyn (“Demographer”) to analyze census data for the County. As we have discussed, the Demographer will work independently of the Firm in analyzing the County’s demographic data, while the Firm will only be responsible for providing legal advice in connection with the electoral districts. The County has reviewed the Demographer’s background and credentials and is satisfied that the Demographer has the skills and background necessary to perform the work described herein. The Firm will not be responsible for reviewing the Demographer’s work in analyzing the demographic data.

The Firm will only be responsible for providing the County with legal advice and drafting of a resolution concerning its electoral districts.

As we have discussed, and the County understands, given the inherently political nature of redistricting, the Firm guarantee that there will be no litigation should the County decide to engage in redistricting. This engagement does not include the Firm representing the County in any litigation related to a redistricting plan. Any litigation will need to be handled by a separate engagement or by separate counsel of the County's choice.

Nature of Relationship. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

Fees and Expenses. Our fees will be based primarily on the hourly rate for each attorney and paralegal devoting time to this matter. Our standard hourly rates for attorneys likely to be involved currently range from \$270 per hour to \$665 per hour. Time devoted by paralegals is charged at hourly rates ranging from \$180 to \$270 per hour. Eddie Speas' standard rate is \$610 and mine is \$425. We have agreed to reduce our rates for this matter to \$400 per hour.

The Demographer's hourly rate for this matter will be \$250 and his fees will be included in the firm's billings.

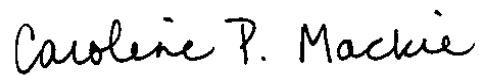
General Waiver of Conflicts. As we have discussed, you are aware that the firm represents many other companies and individuals. This confirms the Company's continued agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the Company in this matter or any other matter for which the Company may subsequently engage our firm, even if the interests of such clients in those other matters may be directly or indirectly adverse to the Company. We agree, however, that the Company's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Company, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Company's material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Company.

Conclusion of Matter. The matter will conclude when all work has been completed. Following the conclusion of the matter, you may request that the Company's files be returned to you, otherwise they will be retained by the firm and disposed of in accordance with our retention policy as noted in the "Conclusion of Representation; Retention and Disposition of Documents" section of the attached Standard Terms of Representation.

If the foregoing and the enclosed Standard Terms of Representation accurately state the terms of our engagement, then this is the confirmation of our agreement with the Company regarding this matter. If the

foregoing and the enclosed Standard Terms of Representation do not accurately state the terms of our engagement, please let us know immediately, and do not proceed to use our firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms. Once again, we are pleased to have this opportunity to work with the Company. Please call me if you have any questions or comments during the course of our representation.

Sincerely,

A handwritten signature in black ink that reads "Caroline P. Mackie". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Caroline P. Mackie
Partner

CPM/cc

STANDARD TERMS OF REPRESENTATION

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

The Scope of Our Work

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Communications

If at any time, you have any question about our services, staffing, billing or other aspects of our representation, please do not hesitate to let us know. It is important to us that you are satisfied with our services and responsiveness at all times. The Firm has assumed in accepting this engagement that we are permitted to communicate with you and or your personnel in person or by telephone, first-class mail, fax, express delivery services and/or e-mail. The firm will employ encryption when required to protect personally identifiable information and/or private health information or as requested by the client. If you require special exceptions to our general communications policy, now or in the future, please notify us promptly.

How Fees Will Be Set

(This section does not apply if you and your principal lawyer have agreed in writing to a different fee arrangement such as a flat fee or contingent fee.)

To help determine the value of our services, each of our lawyers and legal assistants maintain time records for each client and matter. We record our time in units of tenths of an hour. The time records are reviewed monthly by the billing attorney assigned to you before a statement is rendered. All attorneys and legal assistants of the Firm are assigned hourly rates based primarily on experience and expertise. Our hourly rates are adjusted from time to time (generally once a year) and may change during the course of our engagement. We view such rates as only a benchmark, and not as the sole determinant, of the value of our services for billing purposes. Instead, the amount of our billing statement will be the fair value of the services as determined by the billing attorney taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the novelty and complexity of the issues presented, the time constraints imposed on us, the extent to which our investment in office systems have efficiently produced a high-quality product, the size and scope of the matter, results obtained, and other relevant circumstances.

Client Responsibilities

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, or to transfer custodial responsibility of records, we will contact you at the latest business address we have received from you. You agree to notify the Firm of changes of status such as name, address and other contact information.

Responses to Audit Letters

From time to time, you may ask us to issue to your accountants a legal opinion in connection with an audit of your financial statements. In most cases, we charge a flat fee for issuing these opinions. We also charge a flat fee for issuing updates to our opinion letters. Please note that we reserve the right to increase the fee if, in preparing an opinion letter, it is necessary to analyze multiple, complex loss contingencies.

Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless specifically stated as such. The ultimate cost frequently is more or less than the amount estimated because

of conditions over which we have little or no control. Our actual fees will be determined in accordance with the policies described herein.

Administrative Expenses and Other Disbursements

We currently have a flat rate administrative expense charge of \$10.25 per billed hour which is calculated in lieu of telephone charges, photocopying, postage, facsimile, and other typical administrative expenses. We reserve the right to prospectively make minor adjustments in this amount or change to an equivalent percentage charge. Additionally, you will be charged separately for extraordinary disbursements made by us on your behalf, such as special postage, third-party delivery charges, travel, bulk photocopying, secretarial overtime, if necessary, and use of other service providers such as investigators, printers or experts. In litigated matters, we include payments made by us for process servers, court reporters, deposition transcript expenses, witness fees and the like. We also make separate charges for the use of "Lexis" and other computerized legal research systems that often significantly reduce lawyer research time. Invoices from third party providers of ancillary services with significant costs may be sent directly to you for payment.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for fees, administrative expenses and disbursements. We make every effort to include disbursements in the statement for the period in which the disbursements are incurred. However, some disbursements are not available to us until following months, in which case a supplemental statement will be rendered to you for these additional charges or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available. You agree to make payments within 30 days of receiving our statement. Unpaid fees, expenses and disbursements accrue interest at the maximum rate permitted by state law, but not exceeding 1½% per month (18% per annum) from the beginning of the month in which they became overdue.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable lawyer's fee.

Retainer and Trust Deposits

New clients of the Firm, and existing clients under certain circumstances, are commonly asked to make a deposit with the Firm. If you make a deposit with us, or provide a retainer, you grant us a security interest in those funds. Typically, the deposit is equal to the fees and costs likely to be incurred during a two-month period. Unless otherwise agreed, the deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the deposit is insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

All trust deposits we receive from you will be placed in a trust account for your benefit. As approved by the North Carolina Supreme Court, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Interest earned on the pooled account is payable to the North Carolina State Bar to fund programs for the public's benefit. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination of Engagement

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct. We will try to identify in advance and discuss with you any situation that may lead to our withdrawal and if withdrawal ever becomes necessary we will give you written notice of our withdrawal. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you in any matter will terminate on the date that we provide our last legal service to you in connection with that matter. At the conclusion of the matter, if you would like for us to return any of your records or property, please contact us promptly. Should you request return of any of your records or property, we reserve the right to assess reasonable fees and costs associated with any time spent or expenses incurred in fulfilling your requests. Our own records pertaining to the matter, and any records or property that you do not request be returned to you, will be retained by the firm for a reasonable time after termination of our engagement on the matter, consistent with our records retention program. At the conclusion of the relevant retention period, we will securely dispose of the applicable records and property in our possession pertaining to the closed matter.

Post-Engagement Matters

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the engagement, there may be changes in applicable laws or regulations, or new legislation or court decision that could have an impact upon you, your future rights and liabilities, or the matter for which we are engaged hereunder. You understand and agree that you are not engaging us to monitor new legislation or court decision, or changes in laws and regulations that occur after we have completed the

engagement described above, and you agree that we are not responsible for advising you of any such new legislation or court decisions, or changes in laws or regulations.

Your Right to Arbitrate

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request mediation and arbitration under supervision of the District Bars for the jurisdictions in which we practice or the State Bar, and we agree to participate fully in that process.

Questions

If you have questions about any aspect of our arrangements or our statements please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for you. We are open to the discussion of all of these matters and we encourage you to be comfortable in letting us know if you have any questions or concerns regarding these arrangements.

Thank you.

December 20, 2021

Caroline P. Mackie
Partner
D: 919.783.1108
F: 919.783.1075
cmackie@poynerspruill.com

Brownie W. Newman
Chair - Buncombe County Board of Commissioners
Brownie.Newman@buncombecounty.org

RE: Engagement for Legal Services

Dear Mr. Newman,

We are pleased you have asked the firm to serve as counsel to the Buncombe County Board of Commissioners. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter and the enclosed Standard Terms of Representation will constitute the terms of our engagement. Again, we are pleased to have the opportunity to serve you.

Client. Buncombe County Board of Commissioners (the “County”) will be our only client in this matter.

Scope of Engagement. Our representation will be limited to the specific matters described in this paragraph. The County is engaging us to represent it, and we agree to represent it, in potential involvement in the consolidated cases of Harper v. Hall, NC League of Conservation Voters v. Hall, and Common Cause v. Berger, including the potential preparation of an amicus brief on behalf of Buncombe County (hereinafter referred to as the “matter” or “engagement”).

Nature of Relationship. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

Fees and Expenses. Our fees will be based primarily on the hourly rate for each attorney and paralegal devoting time to this matter. Our standard hourly rates for attorneys likely to be involved currently range from \$270 per hour to \$665 per hour. Time devoted by paralegals is charged at hourly rates ranging from

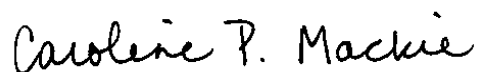
\$180 to \$270 per hour. Eddie Speas' standard rate is \$610 and mine is \$425. We have agreed to reduce our rates for this matter to \$400 per hour.

General Waiver of Conflicts. As we have discussed, you are aware that the firm represents many other companies and individuals. This confirms the Company's continued agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the Company in this matter or any other matter for which the Company may subsequently engage our firm, even if the interests of such clients in those other matters may be directly or indirectly adverse to the Company. We agree, however, that the Company's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Company, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Company's material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Company.

Conclusion of Matter. The matter will conclude when all work has been completed. Following the conclusion of the matter, you may request that the Company's files be returned to you, otherwise they will be retained by the firm and disposed of in accordance with our retention policy as noted in the "Conclusion of Representation; Retention and Disposition of Documents" section of the attached Standard Terms of Representation.

If the foregoing and the enclosed Standard Terms of Representation accurately state the terms of our engagement, then this is the confirmation of our agreement with the Company regarding this matter. If the foregoing and the enclosed Standard Terms of Representation do not accurately state the terms of our engagement, please let us know immediately, and do not proceed to use our firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms. Once again, we are pleased to have this opportunity to work with the Company. Please call me if you have any questions or comments during the course of our representation.

Sincerely,



Caroline P. Mackie
Partner

CPM/cc

STANDARD TERMS OF REPRESENTATION

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

The Scope of Our Work

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Communications

If at any time, you have any question about our services, staffing, billing or other aspects of our representation, please do not hesitate to let us know. It is important to us that you are satisfied with our services and responsiveness at all times. The Firm has assumed in accepting this engagement that we are permitted to communicate with you and or your personnel in person or by telephone, first-class mail, fax, express delivery services and/or e-mail. The firm will employ encryption when required to protect personally identifiable information and/or private health information or as requested by the client. If you require special exceptions to our general communications policy, now or in the future, please notify us promptly.

How Fees Will Be Set

(This section does not apply if you and your principal lawyer have agreed in writing to a different fee arrangement such as a flat fee or contingent fee.)

To help determine the value of our services, each of our lawyers and legal assistants maintain time records for each client and matter. We record our time in units of tenths of an hour. The time records are reviewed monthly by the billing attorney assigned to you before a statement is rendered. All attorneys and legal assistants of the Firm are assigned hourly rates based primarily on experience and expertise. Our hourly rates are adjusted from time to time (generally once a year) and may change during the course of our engagement. We view such rates as only a benchmark, and not as the sole determinant, of the value of our services for billing purposes. Instead, the amount of our billing statement will be the fair value of the services as determined by the billing attorney taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the novelty and complexity of the issues presented, the time constraints imposed on us, the extent to which our investment in office systems have efficiently produced a high-quality product, the size and scope of the matter, results obtained, and other relevant circumstances.

Client Responsibilities

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, or to transfer custodial responsibility of records, we will contact you at the latest business address we have received from you. You agree to notify the Firm of changes of status such as name, address and other contact information.

Responses to Audit Letters

From time to time, you may ask us to issue to your accountants a legal opinion in connection with an audit of your financial statements. In most cases, we charge a flat fee for issuing these opinions. We also charge a flat fee for issuing updates to our opinion letters. Please note that we reserve the right to increase the fee if, in preparing an opinion letter, it is necessary to analyze multiple, complex loss contingencies.

Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless specifically stated as such. The ultimate cost frequently is more or less than the amount estimated because

of conditions over which we have little or no control. Our actual fees will be determined in accordance with the policies described herein.

Administrative Expenses and Other Disbursements

We currently have a flat rate administrative expense charge of \$10.25 per billed hour which is calculated in lieu of telephone charges, photocopying, postage, facsimile, and other typical administrative expenses. We reserve the right to prospectively make minor adjustments in this amount or change to an equivalent percentage charge. Additionally, you will be charged separately for extraordinary disbursements made by us on your behalf, such as special postage, third-party delivery charges, travel, bulk photocopying, secretarial overtime, if necessary, and use of other service providers such as investigators, printers or experts. In litigated matters, we include payments made by us for process servers, court reporters, deposition transcript expenses, witness fees and the like. We also make separate charges for the use of "Lexis" and other computerized legal research systems that often significantly reduce lawyer research time. Invoices from third party providers of ancillary services with significant costs may be sent directly to you for payment.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for fees, administrative expenses and disbursements. We make every effort to include disbursements in the statement for the period in which the disbursements are incurred. However, some disbursements are not available to us until following months, in which case a supplemental statement will be rendered to you for these additional charges or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available. You agree to make payments within 30 days of receiving our statement. Unpaid fees, expenses and disbursements accrue interest at the maximum rate permitted by state law, but not exceeding 1½% per month (18% per annum) from the beginning of the month in which they became overdue.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable lawyer's fee.

Retainer and Trust Deposits

New clients of the Firm, and existing clients under certain circumstances, are commonly asked to make a deposit with the Firm. If you make a deposit with us, or provide a retainer, you grant us a security interest in those funds. Typically, the deposit is equal to the fees and costs likely to be incurred during a two-month period. Unless otherwise agreed, the deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the deposit is insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

All trust deposits we receive from you will be placed in a trust account for your benefit. As approved by the North Carolina Supreme Court, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Interest earned on the pooled account is payable to the North Carolina State Bar to fund programs for the public's benefit. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination of Engagement

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct. We will try to identify in advance and discuss with you any situation that may lead to our withdrawal and if withdrawal ever becomes necessary we will give you written notice of our withdrawal. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you in any matter will terminate on the date that we provide our last legal service to you in connection with that matter. At the conclusion of the matter, if you would like for us to return any of your records or property, please contact us promptly. Should you request return of any of your records or property, we reserve the right to assess reasonable fees and costs associated with any time spent or expenses incurred in fulfilling your requests. Our own records pertaining to the matter, and any records or property that you do not request be returned to you, will be retained by the firm for a reasonable time after termination of our engagement on the matter, consistent with our records retention program. At the conclusion of the relevant retention period, we will securely dispose of the applicable records and property in our possession pertaining to the closed matter.

Post-Engagement Matters

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the engagement, there may be changes in applicable laws or regulations, or new legislation or court decision that could have an impact upon you, your future rights and liabilities, or the matter for which we are engaged hereunder. You understand and agree that you are not engaging us to monitor new legislation or court decision, or changes in laws and regulations that occur after we have completed the

engagement described above, and you agree that we are not responsible for advising you of any such new legislation or court decisions, or changes in laws or regulations.

Your Right to Arbitrate

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request mediation and arbitration under supervision of the District Bars for the jurisdictions in which we practice or the State Bar, and we agree to participate fully in that process.

Questions

If you have questions about any aspect of our arrangements or our statements please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for you. We are open to the discussion of all of these matters and we encourage you to be comfortable in letting us know if you have any questions or concerns regarding these arrangements.

Thank you.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

New Business

Department: Internal Audit

**Presenter(s): Kendra Ferguson, Chair
Internal Audit Committee**

Contact(s): Sharon Burke, Human Resources Director

Subject: Consent to Hire Dan Keister as Internal Audit Director

Brief Summary:

The position of Internal Audit Director was vacated on June 30th, 2021. The position was advertised for a total of four months both locally and nationally. Thirteen (13) individuals applied for this position. Of the Thirteen (13) applicants, six (6) candidates underwent a screening interview with members of the Audit Committee, which consisted of Commissioner Whitesides, Commissioner Pressley and Audit Chair, Kendra Ferguson. The top five (5) scoring candidates were invited for in person interviews.

All finalists were interviewed by the Audit Committee, the County Manager, and invited to meet with the County Manager's Management Advisory Group. Each finalist was also asked to provide a presentation to the Audit Sub-Committee.

Mr. Dan Keister presented to the Audit Committee on Tuesday December 7th, where he scored the highest for his presentation, interviews and all-around feedback.

The Internal Audit Committee, by a majority vote, nominated Dan Keister to the Board of Commissioners to fill the office of Internal Audit Director with a tentative start date of January 10th, 2022 at an annual salary of \$110,770.

Dan holds Certified Information Systems Auditor credentials. He is an experienced Audit Manager with over 11 years of experience working as both an Internal and External audit resource in industries ranging from fortune 500 companies to federal & state agencies. Dan's skill and supervisory experience convinced the committee that he is the best fit for this

position. His passion for returning to the public sector will make him an asset to the County and our residents.

Recommended Motion & Requested Action:

□ Requesting Board consent to hire Dan Keister as Internal Audit Director.

County Manager's comments and Recommendation:

County Manager recommends approval.



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 1/4/2022

New Business

Department:

Budget

Presenter(s):

John Hudson, Budget

Contact(s):

Jennifer Barnette, Budget Director
Drew Reisinger, Register of Deeds

Subject:

Register of Deeds Excise Stamp Tax

Brief Summary:

This amendment increases revenue and expenditure budgets in the General Fund related to the Register of Deeds excise stamp tax. Buncombe County remits 49% of excise stamp revenues to the state of North Carolina. Revenue projections indicate the county will realize excise stamp tax revenue greater than the FY2022 budget.

The FY2022 budget was established with \$6.0 million in excise stamp revenue and \$2.94 million remittance to the state. Through November, the county has received \$4.1 million in revenue. The Budget Office projects total FY2022 revenue will reach between \$8.0 and \$9.0 million.

This amendment increases the revenue budget by \$2.5 million to \$8.5 million, increases the expense budget by \$1.225 million to \$4.165 million (49% of revenues), and lowers appropriated fund balance by \$1.275 million (the remaining 51% of revenues). No new county dollars are required.

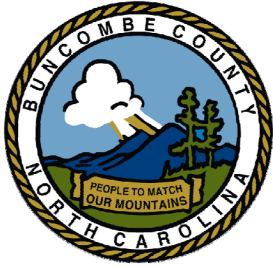
Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented

ORDINANCE #22-01-07



BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: January 4, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 4th day of January, 2022.

Requesting Department: Register of Deeds

Budget Amendment Item: Register of Deeds Excise Stamp Tax

Description:

This amendment increases revenue and expenditure budgets in the General Fund related to the Register of Deeds excise stamp tax. Buncombe County remits 49% of excise stamp revenues to the state of North Carolina. Revenue projections indicate the county will realize excise stamp tax revenue greater than the FY2022 budget.

The FY2022 budget was established with \$6.0 million in excise stamp revenue and \$2.94 million remittance to the state. Through November, the county has received \$4.1 million in revenue. The Budget Office projects total FY2022 revenue will reach between \$8.0 and \$9.0 million.

This amendment increases the revenue budget by \$2.5 million to \$8.5 million, increases the expense budget by \$1.225 million to \$4.165 million (49% of revenues), and lowers appropriated fund balance by \$1.275 million (the remaining 51% of revenues). No new county dollars are required.

Funding Source:

Projected excise stamp tax revenue in excess of FY2022 budget

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - Register of Deeds - 4180:Other Taxes and Licenses	\$ 2,500,000	
Fund 100 - Function: General Government		\$ 1,225,000
Fund 100 - 4310:Appropriated Fund Balance	\$ (1,275,000)	
TOTAL	\$ 1,225,000	\$ 1,225,000

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 4, 2022

New Business

Department:

Health and Human Services

Presenter(s):

John Hudson, Budget

Contact(s):

Phillip Hardin, Health and Human Services

Subject:

Low-Income Household Water Assistance Program

Brief Summary:

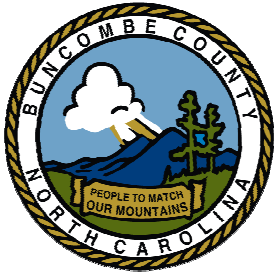
The Low Income Household Water Assistance Program (LIHWAP) is a federally funded temporary relief program that provides emergency assistance to low-income households to prevent disconnection or provide assistance with reconnection of drinking and wastewater services. The priority of LIHWAP is to provide continuity of service to customers whose water and/or wastewater service has been disconnected or is in danger of being disconnected. Buncombe County will receive \$452,172, of which \$69,991 can be used for administration. Eblen will administer the program and provide payments directly to water wastewater providers. Funding period is January 2022 - until our allocation is fully expended.

Recommended Motion & Requested Action:

Approve budget amendment

County Manager's Comments & Recommendation:

County Manager recommends as presented



ORDINANCE #22-01-08

BUNCOMBE COUNTY, NORTH CAROLINA
General Fund

BOARD MEETING DATE: January 4, 2022

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2021-2022 General Fund as outlined below in Exhibit "A" to the budget,
NOW THEREFORE,

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

1. That the FY2021-2022 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 4th day of January, 2022.

Requesting Department: Division of Social Services

Budget Amendment Item: Low-Income Household Water Assistance Program

Description: The Low Income Household Water Assistance Program (LIHWAP) is a federally funded temporary relief program that provides emergency assistance to low-income households to prevent disconnection or provide assistance with reconnection of drinking and wastewater services. The priority of LIHWAP is to provide continuity of service to customers whose water and/or wastewater service has been disconnected or is in danger of being disconnected.

Buncombe County will receive \$452,172, of which \$69,991 can be used for administration. Eblen will administer the program and provide payments directly to water wastewater providers. Funding period is January 2022 - until our allocation is fully expended.

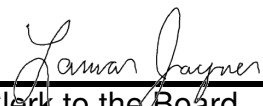
Funding Source:

Low Income Household Water Assistance Program was funded by both the Consolidated Appropriations Act (December 2020) and the American Rescue Plan Act (March 2021) U.S. Department of Health and Human Services

Exhibit A: Account Description	Increase (Decrease)	
	Revenues	Expenditures
Fund 100 - Division of Social Services - Restricted Intergovernmental	\$ 452,172	
Fund 100 - Division of Social Services - Program Support		\$ 382,181
Fund 100 - Division of Social Services - Program Support - Administration		\$ 69,991
TOTAL	\$ 452,172	\$ 452,172

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: 1/4/2022

New Business

Department: Board of Commissioners

Presenter(s): Brownie Newman

Contact(s): Board of Commissioners

Subject: Discussion of Face Coverings Requirements

Brief Summary: The current local order requiring face coverings in most indoor public settings in Buncombe County is set to expire on January 5, 2022. Governor Cooper's statewide order expires on the same date.

Recommended Motion & Requested Action: Discussion.