

Board of Commissioners' Agenda

March 4, 2025

Commissioners' Briefing

Prior to the Regular Meeting, the Commission will hold a Briefing starting at **3:30 p.m.** in the Commission Chambers, located at 200 College Street.

The Commission does not vote at the Briefing and there public comment is not taken.

March 4, 2025 Briefing Materials:

[AGENDA](#)

- [Helene Update](#)
- [Coxe Avenue Update](#)
- [Reappraisal Planning and Update](#)
- [Front-facing Department Offices Move to 35 Woodfin](#)

Regular Commission Meeting

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

Discussion / Adjustment / Approval To Follow Agenda

Consent Agenda

1. [Approval of the February 18, 2025 combined Briefing and Regular Meeting Minutes](#)
2. [Approval of the January 2025 Tax Collection Report](#)
3. [Approval of Construction Manager at Risk Contract for the Asheville High School Arts Building HVAC Project](#)
4. [Resolution Awarding a Service Firearm to a Retiring Deputy of the Buncombe County Sheriff's Office Resolution](#)

Public Comment

Good News

Presentations

1. [School Resource Officer Proclamation](#)
2. [Ag Awareness Proclamation](#)
3. [Continuum of Care Update](#)

Public Hearings

1. [2025 LOBS - Findings Resolution and Public Hearing](#)
 1. [Resolution](#)
 2. [More Information](#)

County Manager's Report

Old Business

New Business

1. [Resolution for FY25 Vehicles Debt Issuance Reimbursement](#)
 1. [Resolution](#)
 2. [More Information](#)
2. [Resolution to Accept North Carolina Cashflow Loan and Authorize Execution of Associated Agreements](#)
 - ▢ [Resolution](#)
 - ▢ [Loan Agreement](#)
 - ▢ [Round One Allocations from Helene Cashflow Loans](#)
 - ▢ [More Information](#)
3. [Approval of the Legislative Agenda for 2025](#)
 - ▢ [Legislative Agenda](#)

Board Appointments

[March 4 Appointments](#)

- Community Entertainment Facilities Commission - 1 appointment
- Land of Sky Regional Council Board of Delegates - 1 appointment

Board Announcements

Announcements

- The next Briefing and Regular meeting will be held on March 18 starting at 3:00 p.m.

Closed Session / Open Session

[▲top](#)

Adjournment

[▲top](#)



Buncombe County Government

Avril M. Pinder, CPA, ICMA-CM
County Manager

Buncombe County Government
Commissioner Briefing
March 4th, 2025

3:30 p.m.

Commissioner's Chambers, 3rd floor

- | | | | |
|------|---|---------|----------------------|
| I. | Meeting called to order | | Chair Edwards |
| II. | Review the Board's March 4 th agenda | | Chair Edwards |
| III. | Staff updates | | |
| | a. Helene Update | 30 mins | Avril Pinder |
| | b. Coxe Ave. Update | 20 mins | Matt Card/Sarah Odio |
| | c. Reappraisal Planning & Update | 15 mins | Eric Cregger |
| | d. Front-facing Department Offices | 20 mins | Scott Metcalf |
| | Move to 35 Woodfin | | |
| IV. | Open Discussion | All | |

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
BRIEFING MEETING OF FEBRUARY 18, 2025.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Briefing Meeting on February 18, 2025, in the Commission Chamber at 200 College Street in downtown Asheville, North Carolina at 3:00 p.m.

Present: Chair Amanda Edwards; Vice-Chair Martin Moore; Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Parker Sloan; Commissioner Jennifer Horton; Commissioner Drew Ball.

The following items were reviewed.

- FCC Update

Charles Merkley, Vice President of FCC provided an update on the solid waste pick up transition. He provided an update on 1.Cart Deployment; 2. Route Collection; 3.Call Center; 4.Service Improvements; and 5.Community Outreach. He explained that Current FCC Customer Count is 38,983 (3,285 additional households); 77,966 carts have been delivered through 02-07-25. FCC has completed decaling bear carts and continues to process new subscribers daily. Merkley explained the call center operations and that the call center receives approximately 296 per day. Merkley answered the Board's questions related to missing carts, the local call center and the local business address, and the process for dispatching bins. Merkley clarified that customers could come to pick up bins. Commissioners expressed concerns about the delays and customer service. Merkley noted that FCC has not billed customers yet, and that they are trying to address issues with credit. Some Commissioners expressed concern about the service to-date. The Commission requested information about the contract and accountability. Dane Pederson, Solid Waste Director, explained that it is a punitive contract and that it states that 98% of routes should be covered by February.

- Helene Update

Avril Pinder, County Manager, introduced the following staff to provide updates regarding the ongoing recovery efforts. Dane Pedersen provided an update on debris management. He reported that 2,789 applications have been made for private property cleanup and 1,367 inspections have been made to date. Waterway pick up began on February 1 and 44,832 cubic yards have been collected to date. Matthew Cable provided an update on housing. He reported that resident households in FEMA TSA are 513, which is -249 since February 4th and that resident households in TSA in Buncombe County are 403. David Sweat provided an update on navigation and case management. He reported that Disaster Case Management (DCM) launched 12/19/24 and was launched to support households with creating and following personalized recovery plans. It is FEMA-funded, and state delivered. He further explained that all people who lived or worked in the impacted county qualify for DCM and that 730 cases have been opened. There are 7 State disaster case managers currently active in Buncombe County. He further explained that Buncombe County is actively promoting Disaster Case Management (DCM) to residents; however, Sweat noted that DCM staffing is currently insufficient to meet demand, but North Carolina Emergency Management (NCEM) is working to increase service levels. Nathan Pennington provided an update on the Hazard Mitigation Grant Program. He reported that the County has received 149 applications to date. He noted that factors

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considered in decision matrix are: Location of property relative to the Special Flood Hazard Area; Age of structure and code standard the structure was built to; Extent of damage sustained by the property by Tropical Storm Helene; Loss of real property sustained by the property; Documented history of flooding; Proximity to other public property and/or infrastructure and potential to facilitate/complement public projects within existing County adopted plans. Jennifer Harrison provided an update on Emergency Watershed Protection. She explained that County residents with damage or severe streambank erosion from Helene causing a threat to infrastructure could be eligible for the USDA EWP Program. The program addresses debris-clogged waterways and floodplain and unstable streambanks. She announced that the program site started yesterday, February 3. To close, Manager Pinder reminded the Board of the upcoming Recovery Resources events.

- Swannanoa Small Area Planning Update

Shannon Capezzali introduced the Swannanoa Small Area Planning update. She explained that the purpose is to work with elected officials, residents and community partners to draft a Small Area & Recovery Plan for the Swannanoa corridor. She explained that the process would be approximately 1.5 to 2 years to complete and there will be a series of upcoming engagement opportunities as the planning process launches.

- 2025 Bond Refunding

Mason Scott, Assistant Finance Director provided an update on the 2025 bond refunding. He explained that it would be 2015 LOBS refunding and the call date is June 2025. He noted the projects and explained that the refunding would not-to-exceed \$70 million. The refund could benefit schools, the county and AB Tech.

- Broadband Update

E.B. Odderstol provided an update on the broadband expansion. She gave an update on the three contracts, Skyrunner, Frontier and Bellsouth (AT&T). She explained that significant progress toward broadband expansion. There are 2,079 remaining unserved or underserved locations and an estimated 15,000 unserved or underserved locations. Additionally she provided and update on cellphone service and noted that as of October 20th, cell phone service recovery was over 98%, or within the range of normal operations

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF FEBRUARY 18, 2025.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Regular Meeting on February 18, 2025, in the Commission Chamber at 200 College Street in downtown Asheville, North Carolina at 3:00 p.m.

Present: Chair Amanda Edwards; Vice-Chair Martin Moore; Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Parker Sloan; Commissioner Jennifer Horton; Commissioner Drew Ball.

Chair Edwards called the meeting to order at 5:00 p.m. and provided opening statements.

Consent Agenda

1. Approval of the January 16, 2025 Special Meeting Minutes
2. Approval of the February 4, 2025 Combined Briefing and Regular Meeting Minutes
3. Resolution approving Pyrotechnic Experts for Fireworks Display
4. Resolution Approving Abandonment of NCDOT Maintained Road SR 2157 Lovin Road
5. Resolution Requesting Road Addition for Country Oak Dr.
6. Resolution Authorizing the Designation of Signature Authority for Hazard Mitigation Grant Program Project Applications
7. Code Purple Interlocal Agreement with the City of Asheville

Commissioner Moore made the motion to approve the consent agenda. The motion was seconded by Commissioner Sloan and carried unanimously.

Public Comment

Anna Marcel Determanas, a member of the Bobcats group (Building Our Buncombe County Affinity Together), shared that her group is working to protect their community through peaceful resistance to anti-democratic actions. They are seeking public pledges from local leaders, and Black Mountain is considering a resolution. She asked that Buncombe County Commissioners follow suit.

Susan Schiemer, Chair of the Buncombe County Home and Community Care Block Grant Advisory Committee, emphasized the importance of maintaining funding for the county's supplemental aging services. She urged the commissioners to continue supporting these services, especially as the older adult population in Buncombe County is expected to increase.

Presentations

1. Black Legacy Month Proclamation

Vice-Chair Moore read the Proclamation to Dr. Noreal Armstrong in recognition of Black Legacy Month in Buncombe County for 2025. Dr. Armstrong explained that Black Legacy Month

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is a time to celebrate the rich and diverse cultures of Black and African American people, to raise awareness about our shared history, to recognize that truth must come before reconciliation, and to acknowledge the important contributions that Black and African American people have made to our community and our nation.

2. Community Development Block Grant - Neighborhood Revitalization (CDBG-NR)- Quarterly Update

Matt Cable, Planning, Community Development Division provided the update on the Community Development Block Grant - Neighborhood Revitalization activities as required by North Carolina Department of Commerce (NCDOC) Rural Economic Development Division (REDD). He explained that CDBG-NR funds support the Buncombe County Home Repair Program for low- and moderate-income homeowners outside the City of Asheville. Asheville Area Habitat for Humanity has requested to exit this agreement with Buncombe County due to their ability to support this activity with other funding sources. County staff requested that the funds be redirected to Leading ARCHR, a local non-profit home repair provider group currently responding to Helene created emergency repair needs. By utilizing the CDBG-NR funding, Leading ARCHR anticipates completion of all home repairs previously identified and can leverage other funding sources and based on emergent needs.

Public Hearings

1. Public Hearing to Consider Long Shoals Road Rezoning – ZPH2024-00039

Haylee Madfis, Planner provided background information on the rezoning public hearing. She explained that the rezoning request was made by Bobby Haney, Suzanne Mossburg, Outdoor impressions LLC, Michael Schmitt, Sharon Anderson Tolley, and Kermit Tolley, and consist of rezoning 5.7 acres with eight parcels on Long Shoals Road from the current R-1 and R-2 zoning to CS zoning. She explained that Staff recommends that the rezoning of the parcels be approved as it is consistent with the recommendations from the Comprehensive Plan for potable water, density, proximity to transportation corridor, location outside of overlay districts, high/moderate hazard stability areas, floodplain and is located in close proximity to other CS zoned areas along the same corridor. While not completely consistent with the G.E.C. map, this area could be appropriate for more intense development as Long Shoals Rd emerges as a commercial corridor. She noted that this rezoning would resolve an ongoing code violation for the parcel located at 631 Long Shoals Rd and align with the pre-existing non-conforming commercial uses on the parcels located at 5 Curtis Dr. and 99999 Curtis Dr.

Brian Golden, Attorney representing the property owners provided a detailed overview of the location.

The Chair opened the Public Hearing at 5:41 p.m. There were no public comments received, and the Public Hearing closed at 5:41 p.m.

Commissioner Wells made the motion to approve the rezoning request, as it is consistent with the Comprehensive Plan. The motion was seconded by Commissioner Whitesides and carried unanimously.

County Manager's Report

1. Draft Legislative Agenda

Tim Love, Assistant County Manager provided background information and explained that today's feedback would be used to refine the legislative agenda for Board approval at a March 4 meeting. Love then introduced Trafton Dinwiddie, Legislative Lobbyist with Ward and Smith, who participated virtually and provided an overview of the proposed legislative agenda.

Top priorities included: Local Government Recovery and Stabilization Grants; Permanent Housing Solutions for Displaced People; Additional Support for Emergency Watershed Protection (EWP) Program Administration and Management.

Policy priorities included: Legislation delaying the scheduled equalization of public service companies due to the deferred FY25 property revaluations; and Support Additional Resources for Mental and Behavioral Health including emergency responders, law enforcement and state employees.

Appropriations priorities included: Additional state funding for state employees, including K-12 and Community College education employee salaries; Business Recovery Loans/Grants; Water and System Expansion and Redundancy; State funding for emergency response infrastructure, equipment and vehicles; and Reimbursement for Local School Consolidation Study Mandated by S.L. 2023-128.

The Commissioners expressed gratitude and their enthusiasm for the items proposed on the draft legislative agenda, noting that the proposed requests should be considered reasonable.

New Business

1. Public Service Property Tax Refund Request

Amy Broughton, Assistant County Attorney, provided background information. She explained that Delta Express, Inc. and Carolina Transportation, Inc. are seeking a tax refund for business personal property taxes they claim were erroneously paid due to the property being assessed as a regular business as opposed to a public service company for tax years 2021, 2022 and 2023. She explained that Delta and Carolina are requesting that the County refund them the difference between their business personal property listings for 2021, 2022 and 2023 valued as a normal business versus the property being valued as a public service company. The total refund for both companies for the three tax years would be \$216,719.40. Pursuant to N.C. Gen. Stat. § 105-381, and that the County Commissioners can only grant a tax refund to a taxpayer if the tax was imposed through a clerical error, an illegal tax or a tax levied for an illegal purpose. In North Carolina, an illegal tax is a tax imposed by the taxing authority without authority or taxing a property with a valid exemption. The County is allowed to tax tangible personal property. Additionally, overassessment is not one of the three valid defenses pursuant to N.C. Gen. Stat. § 105-381(a)(1). Pursuant to N.C. Gen. Stat. § 105-334(a), every public service company whose property is subject to taxation in this State shall prepare and deliver to the Department of Revenue each year a report showing (as of January 1) such information with regard to the property it owns and the system property it leases as the Department of Revenue may by regulation prescribe. Neither Delta nor Carolina filed a public service company return with the DOR for tax years 2021, 2022 and 2023.

The Commissioners discussed their legal obligation and Vice-Chair Moore made the motion to deny the tax refund request. Commissioner Whitesides seconded the motion and it was carried unanimously.

2. Budget Amendments for Purchase Costs for Conservation Easements and Agricultural Growth Zone Match - Open Space Bond Funds are being utilized for all projects and the AGZM match.

2. Ariel Zijp, Farmland Preservation Program Manager provided background information related to the Agricultural Advisory Board (AAB) requests 50% of purchase costs for three conservation easement projects totaling \$1,394,500. She explained that the Board of Commissioners previously approved transaction costs related to these three easements out of the annual Conservation Easements funding in the Special Projects Fund. The County has also been awarded \$1,945,443 from the North Carolina Department of Agriculture for conservation easement transaction and purchase costs. This grant has a required match of \$2,345,443, which will be obligated by ordinance. She noted that all projects are funded by Open Space Bond Funds are being utilized for all projects and the AGZM match and that projects funded by this grant will come to the Board of Commissioners at future meetings for individual approval and that these items align with the 2025 Strategic Plan Goal: Preserve farmland and environmentally sensitive tracts.

The projects consist of:

- Kestrel Herb Farm, +/- 70 acres in Sandy Mush - \$259,000
- Sandy Hollar Farm, +/- 150 acres in Sandy Mush - \$760,000
- Battle Forest, +/- 167 acres in Candler - \$375,500

Commissioner Wells thanked staff for all the work and the Board and residents for supporting these ongoing efforts, noting that Buncombe County was awarded the largest award in this program. She also thanked the land owners for their commitment to the program.

Commissioner Sloan noted that this is a great example of how bond money leverages outside dollars to meet local needs and the importance of leveraging outside dollars.

Commissioner Wells made the motion to approve the budget amendment and for the open space bond match. The Motion was seconded by Commissioner Sloan and carried unanimously.

Board Appointments

The Commissioners discussed and voted to reappoint Glenda Weinert to the Audit Committee; and to reappoint LeeAnne Tucker and Johnnie Grant to the Health and Human Services Board. The Commissioners requested to hold interviews for the nine applications for the Community Entertainment Facilities Commission on before the next meeting, on March 4. Lastly, the Commissioners requested to continue advertising for the current vacancies on the Historic Resources Commission and Planning Board.

Closed Session

Amy Broughton, Assistant County Attorney explained and read the motion to go into closed session to consult with an attorney employed or retained by the public body in order to

preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. The purpose is to consider retaining a law firm to join a class action lawsuit. The statutory authority is contained in G.S. 143-318.11(a)(3). She explained that there will be no formal action taken at this time. Vice-Chair Moore made the motion to go into closed session. The motion was seconded by Commissioner Whatsides and carried unanimously.

Meeting adjourned at 6:22 p.m.



Tax Collections

Jennifer Pike
Tax Collector

Consent Agenda 3/04/2025

Department: Tax Collections

Presenter: Jennifer Pike

Contact: Jennifer Pike

Subject: Approval of January 2025 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 January, the NC DMV worked through many refunds of interest paid for registered motor vehicles, due to Helene. The process they used resulted in an overstated levy for the month of January because there were two bills and one payment for many registrations, causing the lower percentage collected for the month of January. They were unable to provide a timeframe of when reporting or the January levy could be corrected.

Adjustments to the total levy through the remainder of fiscal year 2025 will be due to registered motor vehicle levy and regular property value discoveries or releases.

As of January 31, 2025, the total levy billed for fiscal year 2025 is 95.82% collected, as compared to 96.10% for fiscal year 2024, as of the end of January.

Below is Buncombe County year to date reporting for fiscal year 2025, as of January 31, 2025.

Current Year Collections

Fiscal Year 2025	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	\$ 16,507,911.04	\$ 5,308,121.05	\$ 234,540,293.70	\$ 10,888,149.63	\$ 267,244,475.42
Amount Collected	\$ 15,280,944.01	\$ 5,307,984.61	\$ 224,896,822.31	\$ 10,578,125.74	\$ 256,063,876.67
Unpaid Balance	\$ 1,226,967.03	\$ 136.44	\$ 9,643,471.39	\$ 310,023.89	\$ 11,180,598.75
Interest Collected	\$ 7,998.14	\$ 197.25	\$ 169,460.26	\$ 61,671.35	\$ 239,327.00
FY25 Collection %	92.57%	100.00%	95.89%	97.15%	95.82%
FY24 Collection %	93.40%	99.76%	96.06%	99.59%	96.10%

Total fiscal year 2025 year to date collections, property tax and interest **\$ 256,303,203.67**

Prior Year Collections

Prior Years 2015-2024	Personal Property	Real Estate	Total
Amount Collected	\$ 55,121.66	\$ 135,708.61	\$ 190,830.27
Interest Collected	\$ 9,429.56	\$ 13,208.13	\$ 22,637.69

Total prior year collections, fiscal year to date **\$ 213,467.96**

***Total property tax released January 2025 due to taxable value adjustments** **\$ 146,279.61**

***Total refunds processed January 2025** **\$ 338,690.98**

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

Recommended Action: Approve collection report on consent agenda.

County Manager's Comments & Recommendation: Approve as recommended



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/4/2025

Consent Agenda

Department: General Services

Presenter(s): Ronnie Lunsford

Contact(s): Ronnie Lunsford

Subject: Construction Manager at Risk contract for the Asheville High School Arts Building HVAC Project

Brief Summary: The School Capital Fund Commission and the Board of Commissioners previously approved a project to upgrade the HVAC system in the Arts Building at Asheville High School. That project includes, but is not limited to, the following:

- HVAC Fan Coil and Air Handler Replacements
- Ceiling Replacements as Needed to Access Equipment
- Painting, Flooring, and Other Finish Replacements as Needed
- Door and Door Frame Replacements as Needed to Access Equipment

General Services included this project, as well as five others for Asheville City Schools, in a request for qualifications from Construction Manager at Risk firms. Two statements of qualifications were received, and Vannoy Construction scored the highest of the two firms. A pre-construction contract was executed by the Board of Commissioners in February 2023 for those projects. The design and pre-construction for the Arts Building HVAC project is complete and the project has been bid out to subcontractors. After bidding, Vannoy provided a guaranteed maximum price of \$2,097,209 for the project. The budget for the project is sufficient, and no additional funding is required.

Recommended Motion & Requested Action: Recommend executing the Construction Manager at Risk contract with Vannoy Construction.

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



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 3/4/2025

Consent Agenda

Department:

Sheriff's Office

Presenter(s):

Michele Robinson

Contact(s):

Michele Robinson, BCSO Business Administrator

Donnie Parks, BCSO Chief of Staff

Subject: Employee Purchase of Duty Weapon

Brief Summary:

Captain Preston Honeycutt retirement from BCSO, approval for him to purchase his duty weapon. Per NC Statutes 20-187.2, The governing body of a law enforcement agency may award to a retiring member the service side arm at price determined by such governing body. This price has historically been \$1.00 but waived by Buncombe County.

Recommended Motion & Requested Action:

Approve request for retired BCSO Captain Preston Honeycutt to purchase his side arm weapon for \$1.00.

County Manager's comments and Recommendation:

Recommends approval as presented.

RESOLUTION # 25-03-01

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

- WHEREAS, Preston Honeycutt is retiring from the Buncombe County Sheriff's Office after 30 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 TBN897, 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.

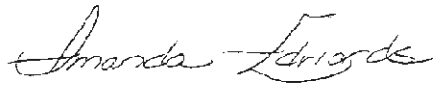
This the 4th day of March 2025.

ATTEST



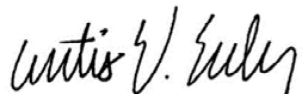
Sarah Gross, Clerk

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: 

Amanda Edwards, Chair

APPROVED AS TO FORM



County Attorney

SCHOOL RESOURCE OFFICER APPRECIATION DAY

MARCH 4, 2025

WHEREAS, The National Association of School Resource Officers (NASRO) is dedicated to making schools and children safer by providing the highest-quality training to school-based law enforcement officers; and

WHEREAS, school resource officers (SROs) bridge gaps between youth and law enforcement and embrace a triad concept of school policing, serving in informal counseling, education and law enforcement roles to support students and communities they serve; and

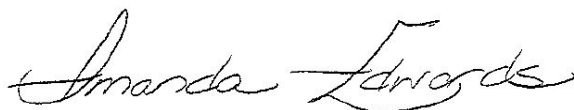
WHEREAS, by training law enforcement officers to counsel, educate, and protect school communities, the men and women of NASRO continuously lead by example and promote a positive image of law enforcement to school children and school communities; and

WHEREAS, SRO programs across the globe are founded as collaborative efforts by police agencies, law enforcement officers, educators, students, parents, and communities to create safe learning environments, provide valuable resources to school staff members, foster positive relationships with students and develop strategies to resolve problems that affect youth with the goal of protecting all children, so they can reach their fullest potential; and

WHEREAS, school resource officers are valuable and essential members of the education community and deserve unwavering respect and support from the public in the pursuit of keeping schools and students safe;

NOW THEREFORE, BE IT PROCLAIMED that the Buncombe County Board of Commissioners does hereby proclaim **March 4, 2025** as **School Resource Officer Appreciation Day**, a special day to show appreciation for school-based law enforcement officers, and we encourage all residents to show their gratitude with support and personal messages.

This 4th day of March, 2024.



Amanda Edwards, Chair
Buncombe County Board of Commissioners

BUNCOMBE COUNTY AG AWARENESS DAY

MARCH 18, 2025

WHEREAS, March 18, 2025, has been designated as National Agriculture Day to remind the public of the importance of agriculture to everyone, and;

WHEREAS, Buncombe County has over 1,000 farms and more than 78,000 acres of farmland which produce almost \$50 million in cash receipts in Buncombe County, and;

WHEREAS, the Buncombe County Commissioners have recognized the importance of preserving farmland in the county through its support and funding of the Farmland Preservation Program, which helps preserve working farms and open space in Buncombe County and contributes to the economic health and environmental well-being of Buncombe County, and;

WHEREAS, the Buncombe County Commissioners have demonstrated the Commission's commitment to agriculture by forming an Agriculture and Land Resources Department within Buncombe County and supports the agricultural community through helping to fund or fully funding positions in the Agriculture and Land Resources Department, Cooperative Extension, and the Buncombe Soil and Water Conservation District.

Whereas the Buncombe County Commissioners honor the immeasurable ecological and societal contributions of small farms as a measure of community resilience in the face of climate change impacts and food insecurity from natural disasters, and;

WHEREAS, the Buncombe County Commissioners recognize the strong development of the next generation of agricultural stewards as evidenced by the vibrant FFA (Future Farmers of America) programs we have in our local high schools, and;

WHEREAS, the Buncombe County Commissioners recognize that agriculture is a vital and fundamental part of the economic foundation of Buncombe County, contributing to the health, prosperity, and sustainability of our communities; and

WHEREAS, the Buncombe County Commissioners appreciate the contributions of our farmers, growers, agricultural workers, and families for their hard work and commitment to feeding our communities, preserving our natural resources, and building a resilient agricultural future for generations to come; and

WHEREAS, the Buncombe County Commissioners recognize the importance of agriculture in our daily lives and the critical role it plays in supporting the diverse culture, economy, and heritage of Buncombe County

NOW THEREFORE, BE IT PROCLAIMED that the Buncombe County Board of Commissioners hereby resolves and declares **March 18, 2025** as **Buncombe County Ag Awareness Day**.

This 4th day of March, 2024.



Amanda Edwards, Chair
Buncombe County Board of Commissioners



CONTINUUM OF CARE UPDATE

Presented by

Lacy Hoyle, Homelessness Program Manager

Community Development Division

Board of County Commissioners Meeting

March 4, 2025



POINT IN TIME (PIT) COUNT

- **PIT Count:** Census of people who meet Federal definition of literal homelessness (persons in emergency shelters, transitional housing, or unsheltered)
- **Federal Requirements for PIT Count:**
 - Conduct every other year
 - Conduct within the last 10 days of January
- **Local Practice for PIT:** Count: Conduct annually
- **Jurisdictions Included:** Buncombe County and all its municipalities
- **Data Anticipated:** April/May 2025

The 2025 PIT Count

- 1/28, 4-7pm & 1/29, 10-2pm
- 135 volunteers
- Activities: street count, expanded service locations, encampment outreach
- Managed by Lead Agency staff



CODE PURPLE

- **Buncombe County Funding:** \$50,000 as match City of Asheville local funds
- **Period Covered:** July 1, 2024 – June 30, 2025
- **Provider:** ABCCM
- **ABCCM Locations:**
 - Men's Location: 20 20th Street
 - Women's Location: Transformation Village

Code Purple Parameters Set:

- <32° forecasted temp or wind chill
- 33° - 40° & forecasted precipitation
- Other extreme weather events

Code Purple Nights: 57

Average Per Night: 48



CoC BOARD ACTIVITY

- **Appointments:**
 - Supportive Service Provider Seat: David Bartholomew with Pisgah Legal
 - Downtown BID Board CoC Representative Seat: Melina Arrowood, CoC Chair
- **Established New Committees and Work Groups:**
 - CoC Emergency Planning Workgroup
 - System Performance Committee
 - Community Relations Committee
- **PIT Count:** Approved surveys used when engaging homeless individuals
- **CoC Strategic Planning:**
 - CoC Membership Strategic Planning Session: 1/15
 - CoC Board Strategic Planning Session: 2/17 & 2/18



WITHIN REACH

- National Alliance to End Homelessness was engaged by the City of Asheville in partnership with Buncombe County and with funding support from Dogwood Health Trust, to identify needs and develop the Within Reach Report
- Report includes recommendations to guide homelessness work within Buncombe County and the City of Asheville including 5 strategies and 112 action steps
- **Strategies**
 - *Create a Strong Foundation:* Support systems-level planning & coordination
 - *Implement Evidence-Based & Inclusive Policy:* Create an equitable, person-centered system
 - *Improve System Performance Through Program Design:* Decrease system inflow & increase outflow
 - *Improve Data Quality & Reporting:* Improve data quality, increase HMIS coverage, & report system performance
 - *Invest in the Future:* Increase the production of/access to permanent housing solutions



NEXT STEPS

- **Strategic Planning:**

- Lead Agency Staff and HUD TA will develop initial draft for presentation to Board
- Board will assign committee to oversee and work on action plan once adopted

- **Upcoming Meetings**

- Located at Harrah's Cherokee Center Banquet Hall
- Board: 3/13 4pm
- Membership: Tentative 4/9 6pm
 - Pending Membership engagement following recommendation to shift time and cadence to ensure accessibility



QUESTIONS?





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: March 4, 2025

New Business

Department: Finance **Presenter(s):** Mason Scott

Contact(s): Mason Scott, Melissa Moore

Subject: LOBS 2025 Findings Resolution

Brief Summary:

The County intends to issue Limited Obligation Bonds (LOBs) in an amount not to exceed \$70 million to refinance the remaining debt related to bonds issued in 2015. This resolution authorizes the County Manager and Finance Director to carry out this financing transaction, to make certain application to the Local Government Commission concerning the debt, and to retain certain professional organizations to serve in various capacities to complete this debt transaction.

A public hearing will be held on March 4, in conjunction with this resolution, to receive input from the public before this resolution is approved by the Board.

Recommended Motion & Requested Action:

Motion to approve the LOBS 2025 Findings Resolution.

County Manager's Comments & Recommendations:

County Manager recommends as presented.

EXTRACTS FROM MINUTES OF THE BOARD

A regular meeting of the Board of Commissioners of the County of Buncombe, North Carolina, was duly held on March 18, 2025 at 5:00 p.m. in the Commission Chambers, 200 College Street, Suite 326, Asheville, North Carolina. Chair Amanda Edwards presiding.

The following members were present: Chair, Amanda Edwards; Vice-Chair Martin Moore; Commissioner Al Whitesides; Commissioner Terri Wells; Commissioner Parker Sloan; Commissioner Drew Ball; Commissioner Jennifer Horton.

The following members were absent: none.

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Commissioner Whitesides moved that the following resolution, copies of which having been made available to the Board, be adopted:

25-03-02

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BUNCOMBE, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Buncombe, North Carolina (the “*County*”) is a validly existing political subdivision of the State of North Carolina (the “*State*”), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price of such property;

WHEREAS, the Buncombe Financing Corporation (the “*Corporation*”) has previously executed and delivered:

(1) Limited Obligation Bonds (County of Buncombe, North Carolina), Series 2015, evidencing proportionate undivided interests in rights to receive certain revenues under an Installment Financing Contract dated as of April 1, 2015 (the “*2015 Contract*”) in the aggregate principal amount of \$126,635,000, under an Indenture of Trust dated as of April 1, 2015 (the “*2015 Indenture*”) between the Corporation and U.S. Bank, National Association, the successor to which is U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”) in order to (a) pay the capital costs of certain County and school improvements (the “*2015 Project*”), including the construction of (i) an addition to the County’s Health & Human Services Campus, including a parking deck adjacent to the addition (the “*HHS Facilities*”) and (ii) the Enka Intermediate School in Candler, North Carolina (the “*Enka Intermediate School*”) and (b) refinance a portion of the County’s installment payment obligations under the Prior Contracts (as defined in the 2015 Contract) and certain of the County’s general obligation bonds,

(2) Limited Obligation Bonds, Series 2018, evidencing proportionate undivided interests in rights to receive certain revenues pursuant to the 2015 Contract, as amended by Amendment Number One to the 2015 Contract, dated as of March 15, 2018 (the “*First Amendment*”) in the aggregate principal amount of \$54,730,000, under Supplemental Indenture Number 1 dated as of March 15, 2018 (the “*First Supplement*”) to the 2015 Indenture between the Corporation and Regions Bank, the successor to which is the Trustee, in order to pay the capital costs of certain school improvements, including to Asheville High School and Montford North Star Academy and

(3) Limited Obligation Bonds, Series 2024B, evidencing proportionate undivided interests in rights to receive certain revenues pursuant to the 2015 Contract, as amended by Amendment Number Two to the 2015 Contract, dated as of June 1, 2024 (the “*Second Amendment*”) in the aggregate principal amount of \$61,510,000, under Supplemental Indenture Number 2 dated as of June 1, 2024 (the “*Second Supplement*” and together with the 2015 Indenture and First Supplement, the “*Indenture*”) to the 2015 Indenture between the Corporation and Regions Bank, the successor to which is the Trustee, in order to (a) pay the capital costs of the acquisition, construction and equipping of improvements to (i) various school facilities located in the Buncombe County School District (the “*County School District*”), including improvements to North Buncombe Middle School and T.C. Roberson High School; (ii) various school facilities located in the Asheville City School

District (the “*City School District*” and together with the County School District, the “*School Districts*”); and (iii) various miscellaneous projects in both School Districts and (iv) various County facility improvements;

WHEREAS, in order to secure its obligations under the 2015 Contract the County executed and delivered a Deed of Trust, Security Agreement and Fixture Filing, dated as of April 1, 2015 (the “*2015 Deed of Trust*”), dated as of April 1, 2015 (the “*2015 Deed of Trust*”) granting a security interest in the HHS Facilities and the Enka Intermediate School, including the sites on which they are located, as modified by (1) a notice of extension, dated as of March 15, 2018 (the “*First Notice*”) granting a security interest in the sites on which Asheville High School and Montford North Star Academy are located, and (2) a second notice of extension, dated as of June 1, 2024 (the “*Second Notice*” and together with the 2015 Deed of Trust and the First Notice, the “*Deed of Trust*”) granting a security interest in T.C. Roberson High School and North Buncombe Middle School, including the sites on which they are located;

WHEREAS, the County previously released (1) Enka Intermediate School from the Deed of Trust on May 17, 2023 and (2) the HHS Facilities from the Deed of Trust on April 15, 2024, each pursuant to a Deed of Partial Release on file with the County’s Register of Deeds;

WHEREAS, the Board of Commissioners (the “*Board*”) has previously determined that it is in the best interest of the County to enter into Amendment Number Three to the 2015 Contract (the “*Third Amendment*” and together with the 2015 Contract, the First Amendment and the Second Amendment, the “*Contract*”) with the Corporation in order to refinance the 2015 Project and to pay the costs related to entering into the Third Amendment;

WHEREAS, to assist the County with refinancing the 2015 Project, the Corporation will execute and deliver its Refunding Limited Obligation Bonds, Series 2025 (the “*Bonds*”) in an aggregate principal amount not to exceed \$70,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds to Robert W. Baird & Co. Incorporated, as managing underwriter (the “*Underwriter*”), the Corporation will enter into a Contract of Purchase (the “*Purchase Contract*”) between the Corporation and the Underwriter relating to the Bonds, and the County will execute a Letter of Representation to the Underwriter (the “*Letter of Representation*”);

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into, and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Third Amendment;
- (2) a Supplemental Indenture, Number 3 dated as of April 1, 2025 (the “*Third Supplement*”) between the Corporation and the Trustee, supplementing the 2015 Indenture, including the form of the Bonds;
- (3) the Purchase Contract; and
- (4) the Letter of Representation.

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been made available to the Board, and a final Official Statement relating to the Bonds (together with the

Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the County and the Bonds;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, a public hearing on the Third Amendment and the 2015 Project to be refinanced thereby after publication of a notice with respect to such public hearing must be held and the Board conducted such public hearing at its March 4, 2025 meeting; and

WHEREAS, the County has filed an application to the Local Government Commission of North Carolina (the “*LGC*”) for approval of the Third Amendment and will receive the approval of the LGC before executing and delivering the Third Amendment;

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

Section 1. ***Ratification of Instruments.*** All actions of the County, the Chairman of the Board (the “*Chairman*”), the Clerk to the Board (the “*Clerk*”), the County Manager, the Finance Director of the County, the Senior Staff Attorney, including anyone serving as such in an interim capacity, and their respective designees (individually and collectively, the “*Authorized Officers*”), whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the Underwriter’s use of the Preliminary Official Statement and the final Official Statement in connection with the offering and sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized and directed to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as they may approve.

Section 3. ***Authorization to Execute the Third Amendment.*** The County hereby approves the refinancing of the 2015 Project pursuant to the 2015 Contract and the Third Amendment, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Third Amendment is hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Third Amendment, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Third Amendment presented to the Board. From and after the execution and delivery of the Third Amendment, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Third Amendment as executed.

Section 4. ***Approval of the Purchase Contract and Authorization to Execute the Letter of Representation.*** The form and content of the Purchase Contract, including the Letter of Representation, are hereby approved in all respects. The Authorized Officers are authorized to execute the Letter of Representation for the purposes stated therein, including necessary counterparts, in substantially the form and content of the Letter of Representation presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all changes, modifications, additions

or deletions therein from the form and content of the Letter of Representation presented to the Board. From and after the execution and delivery of the Letter of Representation, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Letter of Representation as executed.

Section 5. **County Representative.** The Authorized Officers are each hereby designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Official Statement, and the Authorized Officers are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County's representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments. Any provision in this Resolution that authorizes more than one officer of the County to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively and any action authorized may be taken by anyone designated to act on their behalf.

Section 6. **Severability.** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 7. **Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 8. **Effective Date.** This Resolution is effective on the date of its adoption.



LOBS 2025

Presented by
Mason Scott
Finance



Timeline

Board of County Commissioners

- ✓ February 18 Briefing: Introduce Findings Resolution
- March 4 Regular Meeting
 - Consider approval of Findings Resolution
 - Public Hearing on Limited Obligation Bonds
 - Introduce Issuance Resolution
- March 18 Regular Meeting:
 - Consider approval of Issuance Resolution



LOBS 2025 Findings Resolution

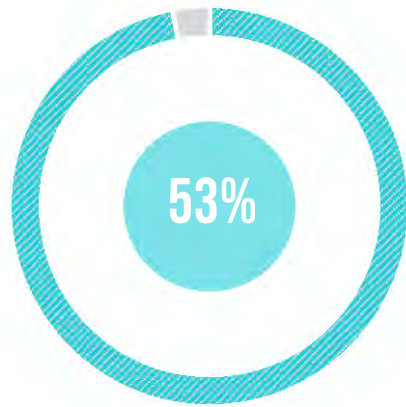
Limited Obligation Bonds an Installment Financing Contract

- ✓ Refunding 2015 LOBS, call date June 2025
- ✓ Not-to-exceed amount \$70 million
- ✓ Application to LGC

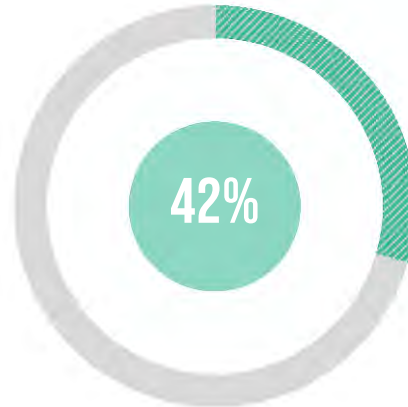
Previously introduced at February 18, 2025 briefing.



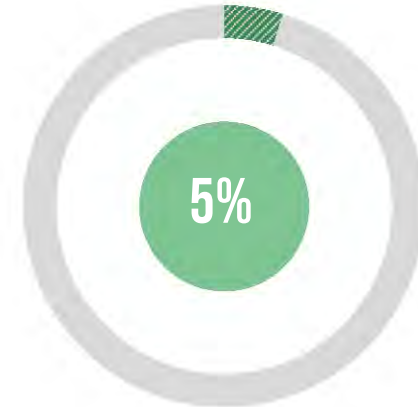
Benefit to Refunding



County



Schools



AB Tech



LOBS 2025 Issuance Resolution

Limited Obligation Bonds an Installment Financing Contract

- ✓ Establishes legal framework for issuance of bonds
- ✓ Confirms security structure
- ✓ Grants final authorization to sell debt



Timeline

Board of County Commissioners

- ✓ February 18 Briefing: Introduce Findings Resolution
- March 4 Regular Meeting
 - ✓ Introduce Issuance Resolution
 - Public Hearing on Limited Obligation Bonds
 - Consider approval of Findings Resolution
- March 18 Regular Meeting:
 - Consider approval of Issuance Resolution



Requested Actions

Board of County Commissioners

- Hold public hearing on issuing debt to refinance 2015 bonds
- Motion to approve the LOBS 2025 Findings Resolution





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: March 4, 2025

New Business

Department:

Finance

Presenter(s): Mason Scott

Contact(s):

Mason Scott

Subject:

Resolution declaring the County's intent to reimburse itself for vehicle and related equipment expenditures

Brief Summary:

The reimbursement resolution designates the Finance Director to declare on behalf of the Board of Commissioners their official intent to reimburse expenditures with proceeds of debt. In this case, the County anticipates spending up to \$4 million out of operating funds, then reimbursing the County from issuance of an installment financing.

Additional information: Per IRS regulations, counties must adopt a Reimbursement Resolution if they intend to spend currently available funds on capital projects or acquisitions that will be financed by the later issuance of certain types of debt. This allows us to proceed with the purchase of these vehicles and related equipment, then use debt proceeds later in the fiscal year to pay ourselves back. This is possible if a county has sufficient fund balance to cash flow the purchases, then reimburse county operating funds when the debt is issued.

Recommended Motion & Requested Action:

Motion to approve the reimbursement resolution for debt financing vehicles and related equipment during fiscal year 2025.

County Manager's Comments & Recommendations:

County Manager recommends as presented.

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Buncombe, North Carolina held at 200 College Street, Suite 326, Asheville, North Carolina, at 5:00 p.m. on March 4, 2025.

* * *

The following members were present: Chair, Amanda Edwards; Vice-Chair Martin Moore; Commissioner Al Whitesides; Commissioner Terri Wells; Commissioner Parker Sloan; Commissioner Drew Ball; Commissioner Jennifer Horton.

The following members were absent: None.

* * *

Commissioner Moore moved that the following resolution (the “*Resolution*”), a copy of which was available with the Board and which was read by title:

25-03-03

RESOLUTION OF THE COUNTY OF BUNCOMBE, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF BUNCOMBE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE PURCHASE OF VEHICLES AND THE ACQUISITION OF OTHER EQUIPMENT FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE EXECUTED AND DELIVERED DURING CALENDAR YEAR 2025

WHEREAS, the Board of Commissioners of the County of Buncombe, North Carolina (“*County*”) hereby finds and determines that it is in the best interests of the County to provide for the purchase of vehicles and the acquisition of other equipment for various County purposes (collectively, the “*Project*”);

WHEREAS, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with proceeds of tax-exempt obligations and reasonably expects to execute and deliver its tax-exempt obligations (the “*Obligations*”) to finance, or to reimburse itself for, all or a portion of the costs of the Project; and

WHEREAS, the County desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the “*Original Expenditures*”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

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

Section 1. **Official Declaration of Intent.** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a

portion of the costs of the Project and the maximum principal amount of Obligations expected to be executed and delivered by the County to pay for all or a portion of the costs of the Project is \$4,000,000.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the County, with advice from special counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution is effective immediately on the date of its adoption.

On motion of Commissioner Moore, seconded by Commissioner Whitesides, the foregoing resolution entitled **"RESOLUTION OF THE COUNTY OF BUNCOMBE, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF BUNCOMBE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE PURCHASE OF VEHICLES AND THE ACQUISITION OF OTHER EQUIPMENT FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE EXECUTED AND DELIVERED DURING CALENDAR YEAR 2025"** was duly adopted by the following vote:

AYES: 7

NAYS: 0



2025 Vehicle Financing

Presented by
Mason Scott
Finance



Process Overview

2025 Vehicle Financing

- Purchasing need: public safety and specialty vehicles
 - Vehicle types not in lease program
- Not-to-exceed amount \$4 million
- “Simple” Installment Financing Contract
 - LGC application not required
 - Reimbursement resolution required for tax-exempt borrowing



Vehicle and Equipment Overview

2025 Vehicle Financing

Vehicle Usage	Amount
Ambulances	\$2.3 million
General Government	\$0.4 million
Sheriff	\$1.3 million
TOTAL	\$4.0 million



Next Steps

2025 Vehicle Financing

- ✓ March 4th – Regular Meeting
 - Commission considers Reimbursement Resolution
- March – April
 - Staff solicit loan rates, prepares recommendation
- No later than June 17
 - Commission selects loan option
 - Staff close loan, complete reimbursement



Recommended Action

2025 Vehicle Financing

- Motion to approve the reimbursement resolution for debt financing vehicles and related equipment during fiscal year 2025.





Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: March 4, 2025

New Business

Department:

Finance

Presenter(s): Melissa Moore

Contact(s):

Mason Scott, Melissa Moore

Subject:

Resolution to accept North Carolina cashflow loan and authorize execution of associated agreements

Brief Summary:

The State of North Carolina has authorized and funded a local government cashflow loan program to support disaster response activities related to Hurricane Helene. The loans are zero-interest with repayment required between one and five years following loan initiation. Buncombe County anticipates receiving \$8.45 million through the first round of loan allocations based on projects submitted to the North Carolina Division of Emergency Management (NCEM) and the Federal Emergency Management Agency (FEMA) for public assistance as of February 14, 2025. The State has indicated the possibility of multiple rounds of cashflow loan support. Local governments must execute a loan agreement, promissory note, and other associated agreements with the State to participate in the cashflow loan program. The resolution considered today accepts the first round of loan funding from the State and authorizes the County Manager to execute necessary documents to participate in the loan program.

Recommended Motion & Requested Action:

Motion for Buncombe County to enter a cashflow loan agreement with the State of North Carolina not to exceed \$8.45 million and to authorize the County Manager to execute the necessary associated documents.

County Manager's Comments & Recommendations:

County Manager recommends as presented.

Resolution #: 25-03-04

**RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT,
PROMISSORY NOTE, AND ASSOCIATED AGREEMENTS**

WHEREAS, pursuant to N.C. Sess. Law 2024-53 and as amended by N.C. Sess. Law. 2024-57, the State of North Carolina, has created a loan program (Loan Program) for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, the use of the funds is restricted to disaster response activities related to the impacts of Hurricane Helene and the interest rate of the loan is zero percent; and

WHEREAS, local governments wishing to participate in the Loan Program must opt in by submitting a preliminary listing of disaster response and recovery projects to the North Carolina Division of Emergency Management (NCEM) by February 14, 2025; and

WHEREAS, on February 14, 2025, Buncombe County submitted a preliminary listing of projects to (NCEM) and the Federal Emergency Management Agency (FEMA) notifying the State of North Carolina of its intention to opt in to the Loan Program; and

WHEREAS, the Buncombe County Board of Commissioners believe it is in the best interest of the County to participate in the Loan Program in its recovery from Hurricane Helene.

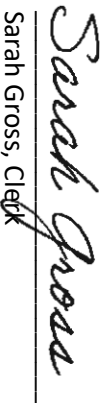
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Buncombe County, North Carolina, as follows:

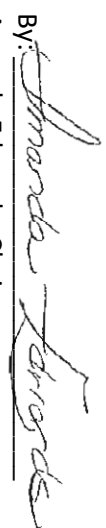
1. That Buncombe County accept a cashflow loan pursuant to the terms of the Loan Program from the State of North Carolina in the amount of \$8,449,310.49.
2. That the County Manager is authorized to execute all documents needed to accept the loan including but not limited to the loan agreement and promissory note.
3. This Resolution is effective upon its adoption.

This the 4th day of March, 2025.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


Sarah Gross, Clerk

By: 
Amanda Edwards, Chair

APPROVED AS TO FORM

Antis V. Eulley

County Attorney

Finance Officer

**STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL
GOVERNMENTS**

LOAN AGREEMENT
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE
TREASURER)
AND
THE COUNTY OF BUNCOMBE, NORTH CAROLINA

Loan Round:	Round 1
Loan Number:	Helene5110R1000000000
Loan Date:	_____
Loan Round Amount:	\$8,449,310.49

REPAYMENT TERMS:

- \$1 by the first anniversary of the Loan Date
- 10% of the Loan Round Amount on June 30, 2027
- 20% of the Loan Round Amount on June 30, 2028
- 30% of the Loan Round Amount June 30, 2029
- 40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date or June 30, 2030.

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **County of Buncombe, North Carolina** (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$8,449,310.49** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.
- e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$8,449,310.49**.
- g. As provided in the Authorizing Act:
 - (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.
 - (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence,

RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and

staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Loan Round Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT

abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the “Federal Funding Programs”). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT’s eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

COUNTY OF BUNCOMBE, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Jeffrey A. Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND
PROMISSORY NOTE**

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

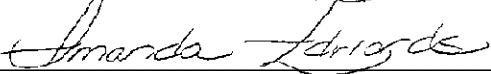
WHEREAS, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF BUNCOMBE, NORTH CAROLINA:

1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

COUNTY OF BUNCOMBE, NORTH CAROLINA

By: 
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:


Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

This Promissory Note has been pre-audited as required by the
Local Government Budget and Fiscal Control Act

Finance Officer

PROMISSORY NOTE

Date: _____

Loan Number: **Helene5110R1000000000**
Loan Amount: **\$8,449,310.49**

The **County of Buncombe, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Loan Amount: **\$8,449,310.49** The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount on June 30, 2029**
- **40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on _____.

COUNTY OF BUNCOMBE, NORTH CAROLINA

Shonda Sparks
Signature

[Name and Title]

[SEAL]

Attest:

Sarah Gross
Signature

[Name and Title—should be clerk]

ATTACHMENT C



NORTH CAROLINA

DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION

Recipient/Account Holder's Name:

Recipient's Address, City, State, Zip:

Information for the Recipient (optional):

BENEFICIARY BANK INFORMATION

Beneficiary Bank Name:

Beneficiary Bank Routing Transit Number (RTN):

Beneficiary Bank Account Number:

Bank's Address, City, State, Zip:

Information for the Beneficiary Bank, if applicable:

I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.

Recipient Official's Printed Name

Signature

Phone #

Date

FOR INTERNAL USE ONLY

Financial Operations Division

US Dollar Wire Amount: **\$8,449,310.49**

Contract/Reference #: **Helene5110R1000000000**

Date Wire Processed:

3200 Atlantic Avenue • Raleigh, North Carolina 27604

Courier #56-20-45 • Telephone: (919) 814-4000 •

Fax: (919) 855-5809 www.NCTreasurer.com



BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

Round One Allocations from Helene Cashflow Loans

Applicant	Amount
Buncombe County	8,449,310.49
CHIMNEY ROCK VILLAGE	7,704,265.19
Morganton, City of	5,460,967.40
Henderson County	4,197,972.83
Beech Mountain, Town of	3,825,336.87
Yancey County	3,680,783.49
Lake Lure, Town of	3,423,122.89
Mitchell County	2,887,431.29
Spruce Pine, Town of	2,831,869.38
Asheville, City of	2,791,793.35
Burnsville, Town of	2,171,710.97
Avery County	1,973,033.53
Rutherford County	1,836,665.98
Polk, County of	1,654,938.58
Madison County	1,601,939.25
Laurel Park, Town of	1,512,214.47
Hendersonville, City of	1,172,005.34
Cleveland County	1,162,090.24
Caldwell County	1,146,530.45
Biltmore Forest, Town of	1,028,198.10
Watauga County	895,477.60
Rutherfordton, Town of	892,643.14
Banner Elk, Town of	769,418.68
Black Mountain, Town of	705,703.37
Burke County	675,276.19
Woodfin, Town of	664,983.59
Weaverville, Town of	599,887.30
Boone, Town of	591,161.00
Old Fort, Town of	573,328.01
Ashe, County of	468,677.52
Sugar Mountain, Village of	428,864.82
Haywood County	418,064.90
Forest City, Town of	310,735.14
Marion, City of	303,710.12
Crossnore, Town of	266,444.33
Wilkesboro, Town of	227,251.95
McDowell County	217,051.06
City of Shelby	208,916.42
Lansing, Town of	207,673.23
Hickory, City of	207,342.27
Sylva, Town of	203,928.93
Highlands, Town of	184,004.84
Elk Park, Town of	178,730.81
Fletcher, Town of	168,013.10
Newland, Town of	166,205.87
Blowing Rock, Town of	156,559.77
Saluda, City of	150,545.92
Boiling Springs, Town of	149,624.73

Hot Springs, Town of	143,221.87
Mills River, Town of	133,954.35
Kings Mountain, City of	132,436.60
TOWN OF GAMEWELL	127,514.18
Clyde, Town of	126,238.03
Bryson City, Town of	111,591.25
Rosman, Town of	110,697.68
Cedar Rock, Village of	92,654.76
Valdese, Town of	91,542.42
Drexel, Town of	84,149.98
Catawba County	80,929.84
Bakersville, Town of	76,766.35
Transylvania County	76,180.35
Lincolnton, City of	59,179.74
Wilkes County	52,154.24
Dobson, Town of	48,053.05
Bessemer City	44,768.74
Lincoln County	43,858.60
Jackson County	38,418.27
Brevard, City of	35,863.36
West Jefferson, Town of	30,011.07
Ranlo, Town of	26,139.47
Maggie Valley	23,440.11
Mount Holly, City of	22,884.70
Conover, City of	17,048.42
Town of Bostic	15,422.07
Flat Rock, Village of	14,650.07
Cherryville, City of	13,908.93
Taylorsville, Town of	13,014.98
Granite Falls, Town of	11,722.98
Ronda, Town of	10,863.80
Cramerton, Town of	10,753.26
Huntersville, Town of	10,160.01
Alexander County	9,299.53
Jonesville, Town of	8,204.04
Kernersville, Town of	5,938.87
Marshall, Town of	5,869.40
High Shoals, City of	5,491.39
Wesley Chapel, Village of	5,454.28
COLUMBUS, TOWN OF	4,268.39
Dillsboro, Town of	4,207.50
Macon County	3,281.61
Newton, City of	2,930.01
Mars Hill, Town of	2,637.01
Grover, Town of	2,297.13
Town of Hildebran	2,245.21
Glen Alpine, Town of	2,061.72
Brookford, Town of	1,465.01
Waxhaw, Town of	1,281.85
Polkville, Town of	468.8



State Cashflow Loan Program

Presented by

Melissa Moore

Finance



Background & Timeline

Hurricane Helene – State Disaster Relief Cashflow Loan Program

- **Oct 24:** State authorizes cashflow loan fund program
- **Oct – Feb:** County staff engage with State, other stakeholders on program design
- **Feb 7:** State announces loan allocation structure based on FEMA project lists
- **Feb 14**
 - FEMA project lists, costs due for consideration
 - State announces loan program structure
- **Feb 24:** County unofficially notified of loan amount
- **Mar 4:** County staff request authorization to participate



Loan Program Structure

Hurricane Helene – State Disaster Relief Cashflow Loan Program

- **Allocation:** \$100 million allocated from State to local governments based on share of FEMA project costs
- **County Amount:** \$8.45 million*
- **Interest:** \$0
- **Term:** 5 years – complete repayment by June 30, 2030
- **Restrictions:** Disaster response activities

*amount for first round of loans; State indicates additional loans may become available



Loan Acceptance Process

Hurricane Helene – State Disaster Relief Cashflow Loan Program

- **Items required for loan acceptance:**
 - Initial FEMA projects list complete – provided by staff
 - **Resolution accepting loan obligation** pending – Board approval
 - Loan agreement pending – Manager approval
 - Promissory note pending – Manager approval
 - Banking/transfer information pending – provided by staff



Requested Actions

Board of County Commissioners

- **Motion for Buncombe County to enter a cashflow loan agreement with the State of North Carolina not to exceed \$8.45 million and to authorize the County Manager to execute the necessary associated documents.**





Buncombe County Board of Commissioners
Request for Board Action
Meeting Date: 3/4/2025

Old Business

Department: County Manager

Presenter(s): Timothy Love

Contact(s): Timothy Love

Subject: Buncombe County Commissioners' Legislative Agenda for 2025

Brief Summary:

Buncombe County Commissioners have worked with Governmental Relations Firm Ward & Smith to develop a 2025 Legislative Agenda. The Legislative Agenda includes appropriations and policy priorities that will be pursued during the 2025 Biennium.

Recommended Motion & Requested Action:

Approve legislative agenda as presented.

County Manager's comments and Recommendation:

Approve as presented.



Buncombe County Hurricane Helene Government Aid Requests March 2025

Top Priorities

- **Local Government Recovery and Stabilization Grants.** Allocation of recovery funds directly to local jurisdictions to stabilize local government revenue, stabilize law enforcement and public safety funding and to aid in ongoing recovery efforts including, but not limited to, household assistance, infrastructure repair, and small business support. The impacts of revenue losses to Buncombe County have already necessitated a reduction in services and the education budget allocation.
- **Permanent Housing Solutions for Displaced People.** The County's housing stock was constrained *before* the storm and now countless residents have been displaced their homes either for the short term or lost them indefinitely.
 - The County would advocate for a block grant model wherein state appropriations are made directly to counties for the purposes of not only new housing but also reconstruction, rehabilitation and repair. This model would ensure that the funds are deployed as quickly as possible to help storm victims.
 - Another solution the General Assembly should consider is repurposing, and potentially deeding to affected counties, underutilized state-owned land for the construction of new permanent housing. Examples of underutilized state land where this could be employed exist in the Swannanoa and Woodfin communities.
- **Additional Support for Emergency Watershed Protection (EWP) Program Administration and Management.** There is a need for additional funding to be allocated towards technical assistance activities including administration, engineering and permitting fees associated with participation in the program. By increasing the proportion of funds allocated to technical assistance, EWP participation will improve and meet the new demands created by Helene.



Policy Priorities

- **Legislation delaying the scheduled equalization of public service companies due to the deferred FY25 property revaluations.**
- **Support Additional Resources for Mental and Behavioral Health including emergency responders, law enforcement and state employees.**

Appropriations Priorities

- **Additional state funding for state employees, including K-12 and Community College education employee salaries.**
- **Business Recovery Loans/Grants.** Establishment and significant allocation of funds for a small business forgivable loan model with job/investment milestones and forgiveness terms similar to those found in economic incentive programs. This would allow for small businesses to continue or restart operations with the support of a potentially forgivable loan, providing further sustainability for the community as a whole.
- **Water and Sewer System Expansion and Redundancy.** Funding for residents of impacted communities to make residential septic repairs, as well as to facilitate the expansion of the current system to include the Candler Extension project, which was one of the County's top priorities on the 2024 legislative agenda. Additional funding is also being requested for redundancy and water system extension to connect to local utility providers and ensure service for local and state assets.
- **State funding for emergency response infrastructure, equipment and vehicles.** Emergency response needs including ambulance apparatus replacement (\$1.26M), fire department equipment, and preparedness and resiliency facilities to support future disaster events.
- **Reimbursement for Local School Consolidation Study Mandated by S.L. 2023-128.** The County respectfully requests a reimbursement for \$300,000 costs incurred related to the school consolidation study required by the General Assembly in 2023. The County has finalized the study and submitted it to the General Assembly. This request was previously a priority on the 2024 legislative agenda.

ND:4908-3251-5606, v. 1

March 4, 2025

**Community Entertainment Facilities Commission
(formerly the Civic Center Commission) (Advisory, 3-year terms)
(1 appointment)**

NAME	ZIP CODE	EMPLOYER	RACE	GENDER	HISPANIC, LATINO OR SPANISH ORIGIN?	AGE	YEARS IN COUNTY
Samuel Schuster	2803	Negotium Advisors	White	Male	No	55+	3
Meghan Noel	28787	Biltmore Company	White	Female	No	55+	18
Ashlynn Freestone	28806	Gen Con LLC	White	Female	Yes	18-34	2
Jim Fulton	28704	Retired	White	Male	No	55+	14
Robert Owens	28804	ADUSA Procurement	White	Male	No	55+	2
Mark Tishman	28805	Retired	White	Male	No	55+	2
*Corey Atkins	28730	Mission Health	White	Male	No	35-54	15
Samuel Schuster	28803	Unemployed	White	Male	No	55+	4
John Delaloye	28803	Diamond Brand Gear Company	White	Male	No	55+	20

**Land of Sky Regional Council Board of Delegates
(1 appointment)**

(at large slot: person appointed to ensure representation of regional minority interest)
*recommendation

NAME	ZIP CODE	EMPLOYER	RACE	GENDER	HISPANIC, LATINO OR SPANISH ORIGIN?	AGE	YEARS IN COUNTY
*Sandra Kilgore	28806	Kilgore & Associates Real Estate	Black/African American	Female	No	55+	13
Billy Wilson	28804	Retired	American Indian/Alaska Native	Male	No	55+	62