BOARD OF COMMISSIONERS

200 College Street, Room 326
Asheville, NC

August 18, 2026 – 5:00 PM

WORKING AGENDA

Public Comment is taken at the beginning of the meeting.

CALL TO ORDER

CONSENT

1. Approval of the August 4, 2026 Combined Meeting Minutes
2. Justice Resource Advisory Council Name Change to Criminal Justice Coordinating Councils and Membership Change Resolution
3. Resolution Approving Pyrotechnic Experts for Firework Displays

PUBLIC COMMENT

GOOD NEWS

1. Elevate Buncombe Guide Award Winners

MANAGER'S REPORT

PRESENTATIONS

1. Strategic Partnership Grants Committee Annual Update

PUBLIC HEARINGS

1. Southeastern Container Economic Development Agreement
2. CDBG-DR Community Infrastructure - Public Hearing #1
3. ZPH2026-00024 KOA Map Amendment (US Hwy 70)

OLD NEWS

NEW BUSINESS

1. Resolution in Support of Lennie's Law
2. Indoor Recreation Center Design Services Contract Approval

BOARD APPOINTMENTS

1. Board Appointments for August 18, 2026

BOARD UPDATES

ANNOUNCEMENTS

CLOSED SESSION

[MEET_FOOT]

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

BRIEFING MEETING OF AUGUST 4, 2026.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Briefing Meeting on August 4, 2026, in the First Floor Conference room 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.

1. **Resolution in Support of Lennie's Law**

Commissioner Ball provided background information. He explained that we rate high per capita for bicycle crashes. Other municipalities have passed resolutions in support of bicycle safety. There was safety was a discussion as to why this resolution is important. It was suggested that they revisit the road safety discussion at least once a year. The Commissioner's agreed to add the resolution to the August 4, 2026, meeting agenda for approval.

2. **Enka Heritage Trail Update**

Allison Dains, The Parks & Recreation Director provided an update on the Enka Heritage Trail (EHT), a component of the larger Enka Recreation Destination project that has been underway since 2019. She further explained that although feasibility studies and a 25% design have been completed, the project was paused in 2024 due to the landowner's unwillingness to agree to necessary easements. The timeline updates show continued negotiations with the Enka Youth Sports Organization (EYSO), including their request for compensation for 51 acres and delays while they sought funding for related improvements. She explained that the County's valuation of the property differs significantly from the landowner's appraisal, which continues to prevent progress on right-of-way acquisition. The County requested EYSO honor past agreements to donate easements for greenway. As a result, staff are now exploring alternative connectivity options within the Buncombe County Sports Park and to Sand Hill School, a 10 foot paved path has already been constructed around fields 3, 4, and 5. Next steps include gathering Commissioner input, coordinating with NCDOT on project closeout requirements, and evaluating the feasibility of improved circulation and connectivity in the area.

CLOSED SESSION

Commissioner Ball moved that the Buncombe County Board of Commissioners go into closed session for the following reasons.

1. To discuss matters relating to the location or expansion of industries or other businesses in the area served by the Board of Commissioners, including agreement on a tentative list of economic development incentives that may be offered in negotiations, provided that any action authorizing the payment of economic development incentives will occur in open session. The statutory authority is contained in G.S. 143-318.11(a)(4).

2. 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 to consider and give instructions concerning the handling of a claim where no lawsuit that has not been filed at this time. There will be no formal action taken at this time. The statutory authority is contained in G.S. 143-318.11(a)(3).

Commissioner Whitesides seconded, and the motion passed unanimously.

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

REGULAR MEETING OF AUGUST 4, 2026.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Regular Meeting on August 4, 2026, in the Chamber at 200 College Street in downtown Asheville, North Carolina at 5:00 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 Chair opened the meeting and provided opening remarks.

CONSENT

1. Approval of the July 14, 2026, Special Meeting Minutes
2. Approval of the July 21, 2026, Combined Meeting Minutes
3. Approval of the June 2026 Tax Collection Report
4. Approval of Resolution and Construction Manager at Risk Contract for AB Tech Capital Plan Maintenance Projects
5. Approval of Resolution and Contract for Buncombe County Emergency Operations Center and Storage Facility
6. Budget Amendment to Enhance and Expand Adoption Promotion Funds

7. Approval of the Digital Opportunities Interlocal Agreement for Buncombe County Public Libraries

Commissioner Moore made a motion to approve the Consent Agenda, Commissioner Sloan seconded, and the motion passed 7-0.

PUBLIC COMMENT

Terry Scholl is a member of Connect Enka and spoke in support of the Enka Heritage Trail.

Mel Scholl completed Terry Scholl's comments – that the County must consider Connect Buncombe's master plan in the future; when entering any contract the County must make sure it is enforceable so the developer has to do their agreed part of the community service; and that the youth sports organization did not act in good faith and asks that they not receive any more funding.

Rob Denton, president of Connect Enka spoke about the Greenway Easement Grant Agreement and he wonders how Martin Lewis got around the agreement.

Rob Jackson, retired Buncombe County Schools Superintendent, expressed thanks to the Commissioners for their annual investment in the school system.

Leah Weaver discussed a heroin like candy that is currently legal and soon will be made illegal, and the impact it will have on the users.

GOOD NEWS

1. NACO Best in Class Achievement Award

Sybil Tate provided background information. She explained that during the July National Association of Counties (NACo) conference featuring more than 3,000 counties from across the country, Buncombe County earned seven 2026 Achievement Awards including our first-ever Best-in-Category for Economic Service's Staff Development Training program.

OLD NEWS

1. **Approval of the Addendum to Interlocal Agreement Between Buncombe County and the Town of Woodfin for Design and Construction Services for Greenways**

Allison Daines, Parks and Recreation Director provided background information. She explained that on November 21, 2017, Buncombe County and the Town of Woodfin entered into an Interlocal Agreement for Design and Construction Services for Greenways ("Interlocal Agreement"). By the terms of the Interlocal Agreement, Buncombe County agreed to act as agent for Woodfin to conduct, oversee, and manage the construction of greenway projects along the French Broad River. Following the execution of the Interlocal Agreement, the parties identified two feasible greenway projects in Woodfin: EB- 5774AA Segment and EB5774B Segment ("Woodfin Greenways"). The County and Woodfin now seek to update the Interlocal Agreement to clarify roles and responsibilities concerning the construction and ongoing maintenance of the Woodfin Greenways.

She further explained that this Addendum designates the specific greenways; establishes the County's obligation to construct the designated greenways, and Woodfin's obligation to maintain those greenways in perpetuity.

Commissioner Ball made the motion to authorize the execution of the Interlocal Agreements. The motion was seconded by Commissioner Moore and carried unanimously.

NEW BUSINESS

1. Economic Development Update and Building Reuse Grant Request for Board Authorization

Josh Hallingse provided background information. He explained that Buncombe County Economic Development staff will be providing an update regarding Southeastern Container's announced expansion at their local Enka Headquarters building. Announced in February 2026, Southeastern Container will be investing approximately $31 million and creating 12 new full-time positions with an expected average wage of $32.90. Buncombe County Economic Development will be providing notice of a Public Hearing, currently scheduled for August 18th, to request the Board's consideration of economic development incentives to induce this project. In support of this proposed project, NC Commerce has awarded a $100,000 Building Reuse grant for the Southeastern Container local expansion. This grant requires a 5% ($5,000) local match to enable the award. As part of this presentation, Buncombe County Economic Development will request board authorization to coordinate with Southeastern Container and participate in the Building Reuse program.

Commissioner Whitesides made the motion to authorize the County Manager to coordinate with Southeastern Container and participate in the NC Commerce Building Reuse Grant Program. The motion was seconded by Commissioner Moore and carried six to one with Commissioner Ball as the nay.

2. Approval of the Annual Property Tax Settlement for Fiscal Year 2026 and Order of Collection to Tax Collector for the Current Fiscal Year

Jennifer Pike, Tax Collector, provided background information. She explained that pursuant to NCGS 105-373, the Tax Collector must provide to the Board of Commissioners an annual settlement of property tax collected in the previous fiscal year for approval. And that Pursuant to NCGS 105-321, following approval of the Tax Collector's Annual Settlement for the preceding year and Order of Collection to the Tax Collector must be adopted authorizing the collection of the current fiscal year property taxes.

Commissioner Sloan made the motion to approve the fiscal year 2026 Annual Tax Settlement. Commissioner Whitesides seconded, and the motion passed unanimously.

Commissioner Horton made the motion to adopt the Order of Collection for fiscal year 2027. Commissioner Wells seconded, and the motion passed unanimously.

3. Budget Amendment for the NC Parks and Recreation Trust Fund's Helene Recovery Funds

Joseph Gusman provided background information. He explained that The NC Parks and Recreation Trust Fund's Helene Recovery Fund is a state-run grant program that provides funding for public recreation purposes to assist with disaster recovery from Hurricane Helene. This action is to accept $284,368 awarded to Buncombe County to develop boat launches at Bent Creek River Park, Glen Bridge River Park, and Hominy Creek River Park. $284,368 in matching funds have already been budgeted between the following sources:

• $163,638 in the County's existing FY27 Glen Bridge River Park Boat Launch Replacement capital project

• $120,730 in FEMA PA dollars for recovery work at Hominy Creek River Park

He noted that no additional County funding required.

Commissioner Sloan made the motion to accept the grant and approve the budget amendment. The motion was seconded by Commissioner Moore and carried unanimously.

Meeting adjourned at: 5:46pm

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

CONSENT

Department: Justice Services

Presenter(s): Regenia Herring, Justice Services Director

Contact: Regenia Herring, Justice Services Director

Subject: Justice Resource Advisory Council Name Change to Criminal Justice Coordinating Councils and Membership Change Resolution

Brief Summary:

In February 2017, the Buncombe County Board of Commissioners voted unanimously to support the creation of a council to coordinate criminal justice stakeholders in the County. It was named the Justice Resource Advisory Council (JRAC). JRAC adopted, and has been governed by, best practices for similar organizations and now seeks to further align its mission and operations with the National Standards for Criminal Justice Coordinating Councils (CJCC), a comprehensive framework of standards designed to ensure that CJCCs are structured and operated in a way that maximizes their effectiveness in improving the criminal justice system. JRAC also desires to include necessary community partners and ensure that all stakeholders are represented on the council. On May 1, 2026, the JRAC voted to change the name to the Buncombe County Criminal Justice Coordinating Council and to include additional members to the Council. The adoption of this resolution will formalize the name change and the composition of the membership, which includes new BOC appointments.

Recommended Motion & Requested Action:

Adopt the resolution.

Attachments:

1. Resolution

Resolution No. _____

A RESOLUTION CHANGING THE NAME OF THE BUNCOMBE COUNTY JUSTICE RESOURCE ADVISORY COUNCIL TO THE BUNCOMBE COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL AND ADDING REPRESENTATIVE MEMBERS TO THE COUNCIL

WHEREAS, in February 2017, Buncombe County Board of Commissioners voted unanimously to support the creation of a collaborating council, based on the best practice model for criminal justice coordinating councils;

WHEREAS, the council was named the Buncombe County Justice Resource Advisory Council (JRAC) and was formalized in December 2017 with a goal to enhance the efficiency and effectiveness of the Buncombe County criminal justice system with emphasis on cost-effective strategies that prioritize public safety, provide resources to law enforcement and the courts, and divert non-violent offenders to support services and community-based resources and outcomes;

WHEREAS, the JRAC is a collaborative initiative with leadership from Buncombe County and representatives from the criminal justice and court system and serves as an advisory body to policy makers, judiciary, and stakeholder groups of the criminal justice system in Buncombe County; JRAC examines potential improvements to the system, sets priorities, makes recommendations, and guides their implementation. JRAC utilizes evidence-based methods to identify goals and priorities, develop solutions, and measure results to ensure policies and programs are cost-effective, efficient and produce maximum outcomes for the community;

WHEREAS, JRAC adopted and has been governed by best practices for similar organizations and now seeks to further align its mission and operations with the National Standards for Criminal Justice Coordinating Councils (CJCC), a comprehensive framework of standards designed to ensure that CJCCs are structured and operated in a way that maximizes their effectiveness in improving the criminal justice system;

WHEREAS, JRAC also desires to include necessary community partners and ensure that all stakeholders are represented on the council;

WHEREAS, in recognition of its evolution and alignment with the national standards, JRAC has elected to amend its name and representative membership to better reflect the needs of council, stakeholders, and individuals involved in the criminal justice system; and

WHEREAS, the Board of Commissioners accepts and adopts the recommendation of the JRAC.

NOW THEREFORE, be it resolved by the Buncombe County Board of Commissioners that:

1. The Buncombe County Justice Resource Advisory Council shall henceforth be known as the Buncombe County Criminal Justice Coordinating Council (CJCC);

2. The Buncombe County Criminal Justice Coordinating Council shall amend its membership and add the following members to be appointed by the Buncombe County Commissioners:

    a. Permanent/Stable Housing representative
    b. Transitional Housing representative
    c. Re-entry Organization representative
    d. Faith Organization representative

Additionally, the selection criteria for at least one of the Community Representatives At-large shall be relevant lived experience. Representatives appointed by the Board of Commissioners pursuant to this Resolution may serve the same term as Community Representatives At-large as described in the CJCC Bylaws.

3. This Resolution is effective upon adoption.

This _____ day of August 2026

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Amanda Edwards, Chair

ATTEST

_____
Sarah Gross, Clerk to the Board

APPROVED AS TO FORM

_____
Curt Euler, County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

CONSENT

Department: Emergency Services **Presenter(s):** Kevin Tipton, Fire Marshal

Contact: Kevin Tipton, Fire Marshal

Subject: Resolution Approving Pyrotechnic Experts for Firework Displays

Brief Summary:

- Request from Steve Sandman and Camp Rockmont to conduct a fireworks show on October 3rd & 10th, 2026, at Camp Rockmont 375 Lake Eden Rd. Black Mountain N.C. 28711.

- Request from Austin Lee Nichols and Pyrotecnico Inc. to conduct a fireworks show on October 24th, 2026, at The Biltmore Estate 1 Approach Rd. Asheville N.C. 28803

Recommended Motion & Requested Action:

Approve resolution.

Attachments:

1. Pyrotechnics Display 8-18-26 mtg

RESOLUTION #:

RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING FIREWORKS DISPLAYS

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

WHEREAS, applications have been made by Steve Sandman & Camp Rockmont, and Austin Lee Nichols and Pyrotecnico, Inc. for pyrotechnic displays;

WHEREAS, the Fire Marshal has reviewed and determined that the application meets the standards set forth in the general statutes and the required proof of insurance has been provided; and

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

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

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

NAME	LOCATION	DATE
Steve Sandman & Camp Rockmont	Camp Rockmont 375 Lake Eden Road Black Mountain, NC 28711	October 3, 2026 & October 10, 2026
Austin Lee Nichols & Pyrotecnico, Inc.	The Biltmore Estate 1 Approach Road Asheville, NC 28803	October 24th, 2026

That should inclement weather prevent the presentation of said display on said date(s), then the pyrotechnics display may be rescheduled to a postponement date with the consent of the fire Marshal or designee.

2. That pursuant to NCGS §§ 14-410 and 14-413 this Board finds that the above-named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

3.

ADOPTED this 18th day of August, 2026.

ATTEST

_____
Sarah Gross, Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Amanda Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

GOOD NEWS

Department: County Manager

Presenter(s): Shauna Shepherd, Human Resources Director
Richard Bell, Organizational Development Manager

Contact: Rocio Borghini, Employee Engagement Manager

Subject: Elevate Buncombe Guide Award Winners

Brief Summary:

Elevate Buncombe, Buncombe County's new employee recognition program designed to celebrate the incredible contributions our employees make every day. Built with feedback from departments across the County, this program strengthens our commitment to living our core values: Respect, Integrity, Collaboration, Honesty, and Equity while creating more ways to highlight exceptional work throughout the year. Elevate Buncombe is designed with a two-tiered structure, featuring both quarterly awards and a distinguished annual award. The program operates on two levels: quarterly recognition through the Guide award and an annual Summit award.

Recommended Motion & Requested Action:

No action requested.

Attachments:

1. Presentation

Elevate Buncombe

Shauna Shepherd, Human Resources Director
Richard Bell, Organizational Development Manager
Human Resources Department

Elevate Buncombe



Buncombe County's new employee recognition program designed to celebrate the incredible contributions our employees make every day.

Built with feedback from departments across the County, this program strengthens our commitment to living our core values: while creating more ways to highlight exceptional work throughout the year.

Featuring both quarterly awards and a distinguished annual award, the program operates on two levels:

- Quarterly ***Guide*** award
- Annual ***Summit*** award

Elevate Buncombe Criteria



These individuals demonstrate at least one of the following:

- **Customer Service**
- **Innovation**
- **Resilience**
- **Excellence in Performance**
- **Well-being Champion**
- **Community**

AND must meet the following requirements:

- Align with at least one County core value: Respect, Integrity, Collaboration, Honesty, and Equity
- Must be in good standing
- Must be nominated by a coworker or Buncombe County resident (no self-nominations)

Guide Award Selection Process



Guide Award Nominations
Nominations Received To Date**: 59**

Winners selected by the Employee Engagement Committee

- 12-member committee from various Buncombe County departments
- Voted on nominations received from April 1 – June 30 for July 2026 Guide Award winners
- Next Guide Award winners will be announced in October 2026

Congratulations

To Our First-Ever Guide Award Winners!



Rocio Borghini

Human Resources

Recognized for Customer Service & Excellence in Performance



Tom Braine

Information Technology

Recognized for Customer Service & Excellence in Performance



Robert Brown

General Services

Recognized for Customer Service, Innovation, Resilience & Excellence in Performance



Lauren Couch

Health & Human Services

Recognized for Customer Service, Innovation, Resilience & Excellence in Performance

Congratulations

To Our First-Ever Guide Award Winners!



Matt Evans

Finance

Recognized for Customer Service, Innovation, Resilience, Excellence in Performance & Well-being Champion



Tracie Franklin

Health & Human Services

Recognized for Customer Service, Innovation, Resilience, Excellence in Performance, Well-being Champion & Community



Sergeant Bryan Freeborn

BCSO

Recognized for Customer Service, Innovation, Excellence in Performance & Community



Kelly Houston

Risk & Compliance

Recognized for Customer Service, Innovation, & Excellence in Performance

Congratulations

To Our First-Ever Guide Award Winners!



Neggy Rodriguez-Fox

Election Services

Recognized for Innovation



Felissa Vazquez

Health & Human Services

Recognized for Customer Services & Excellence in Performance



Jen Waite

Libraries

Recognized for Customer Service, Innovation, Resilience, Excellence in Performance & Community



Conner White

Recreation Services

Recognized for Customer Service

Congratulations

To Our First-Ever Guide Award Winners!



Jack Wright

General Services

Recognized for Resilience, & Excellence in Performance

Scan the QR code below to nominate a Buncombe County employee

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

PRESENTATIONS

Department: Strategic Partnerships

Presenter(s): Ray Hemachandra
Charlie Beck

Contact: Rachael Sawyer, Strategic Partnerships Director
Angelyn Johnson, Grants Manager

Subject: Strategic Partnership Grants Committee Annual Update

Brief Summary:

The Strategic Partnership Grants Committee will provide their annual report to the Board.

Recommended Motion & Requested Action:

No action requested.

Attachments:

1. Presentation

STRATEGIC PARTNERSHIP GRANTS COMMITTEE

Presented by

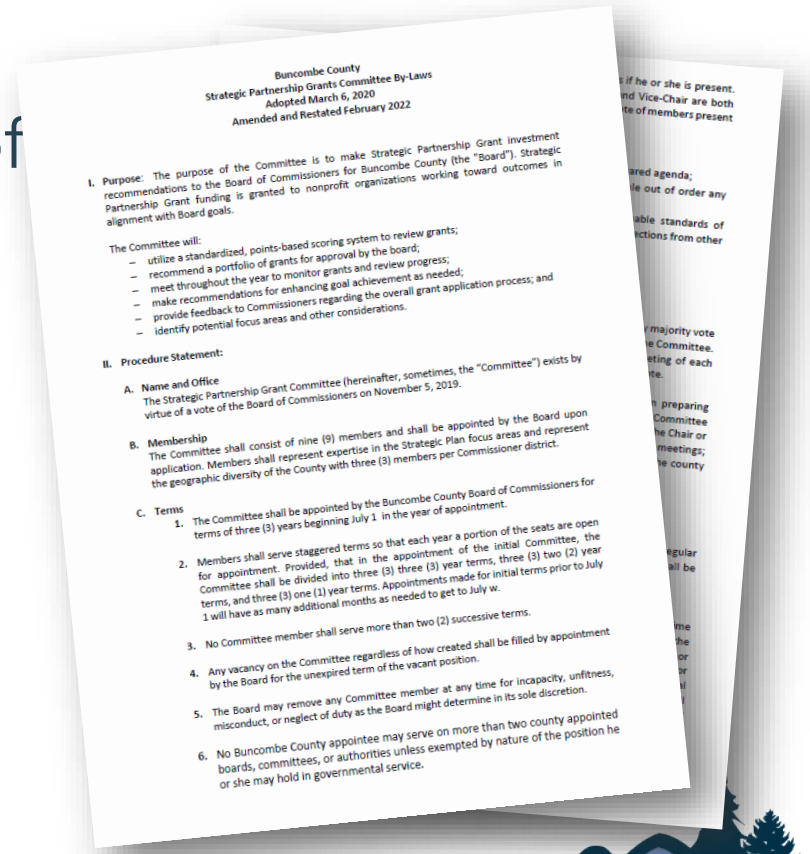
Ray Hemachandra and Charlie Beck

August 18, 2026

COMMITTEE

Per the By-Laws, the committee consists of nine (9) members, who:

- Apply for membership through the Office of the Clerk to the Board of Commissioners;
- Are appointed by the Board of Commissioners;
- Serve three (3) year staggered terms;
- Represent expertise in the Strategic Plan focus areas;
- Represent the geographic diversity of the County;
- Abide by conflict of interest policies



Buncombe County
Strategic Partnership Grants Committee By-Laws
Adopted March 6, 2020
Amended and Restated February 2022

I. Purpose: The purpose of the Committee is to make Strategic Partnership Grant investment recommendations to the Board of Commissioners for Buncombe County (the "Board"). Strategic Partnership Grant funding is granted to nonprofit organizations working toward outcomes in alignment with Board goals.

The Committee will:
- utilize a standardized, points-based scoring system to review grants;
- recommend a portfolio of grants for approval by the board;
- meet throughout the year to monitor grants and review progress;
- make recommendations for enhancing goal achievement as needed;
- provide feedback to Commissioners regarding the overall grant application process; and
- identify potential focus areas and other considerations.

II. Procedure Statement:

A. Name and Office
The Strategic Partnership Grant Committee (hereinafter, sometimes, the "Committee") exists by virtue of a vote of the Board of Commissioners on November 5, 2019.

B. Membership
The Committee shall consist of nine (9) members and shall be appointed by the Board upon application. Members shall represent expertise in the Strategic Plan focus areas and represent the geographic diversity of the County with three (3) members per Commissioner district.

C. Terms
1. The Committee shall be appointed by the Buncombe County Board of Commissioners for terms of three (3) years beginning July 1 in the year of appointment.
2. Members shall serve staggered terms so that each year a portion of the seats are open for appointment. Provided, that in the appointment of the initial Committee, the Committee shall be divided into three (3) three (3) year terms, three (3) two (2) year terms, and three (3) one (1) year terms. Appointments made for initial terms prior to July 1 will have as many additional months as needed to get to July w.
3. No Committee member shall serve more than two (2) successive terms.
4. Any vacancy on the Committee regardless of how created shall be filled by appointment by the Board for the unexpired term of the vacant position.
5. The Board may remove any Committee member at any time for incapacity, unfitness, misconduct, or neglect of duty as the Board might determine in its sole discretion.
6. No Buncombe County appointee may serve on more than two county appointed boards, committees, or authorities unless exempted by nature of the position he or she may hold in governmental service.

MEMBERS

Ray Hemachandra, Chair
Ann Flynn, Vice-Chair
Bing Owens
Charlie Beck
Dede Styles
Mark Mickey
Vacant (3)

STRATEGIC PARTNERSHIP GRANTS







Funding granted to nonprofit organizations working toward outcomes in alignment with Buncombe County's strategic plan:

Promoting a healthy, safe, well-educated and thriving community with a sustainable quality of life

STRATEGIC PARTNERSHIP GRANTS

- $1,000,000 total budget, up to $85,000 per grant
- Funded projects must align with strategic objectives from County Strategic Plan
- Priority for projects that contribute to recovery from Tropical Storm Helene
- Applicants must be a nonprofit organization that operates in Buncombe County and serves its residents (fiscal sponsorship allowed)
- One application per organization (unless serving as fiscal sponsor)
- No duplication with other Buncombe County investment programs

FY2027 GRANT TIMELINE

January 5, 2026	Grant application opened
January 13, 2026	Grant writing workshop
January – February 2026	Grant consultations with applicants
February 20, 2026	Application deadline, 5:00pm
February – April 2026	Grant review by committee
May 2026	Committee funding recommendations published with County Manager's budget message
June 2026	Grant awards approved during County budget adoption
July 1, 2026 – June 30, 2027	Grant funding year

REVIEW PROCESS

- Applications were reviewed by the Strategic Partnership Grants Committee utilizing a standardized, points-based system:
  - Strategic Alignment
    - Helene Recovery
    - Project Plan
    - Proposed Results
    - Capacity
    - Access to Services
    - Budget
- Reviews were conducted independently by members of the committee, and award amount determinations occurred during committee meetings.

APPLICATIONS & AWARDS

76 Applications Received
Totaling **$4.65 M**

16 Projects Funded
Totaling **$1 M**

Balanced Allocation
21.0% of submissions approved covering 21.5% of dollars requested

AWARDS BY FOCUS AREA

	Energy and Environment	Public Safety	Community Health	Education	Economic Development
Requested	9 projects 9.8% of requested funds	9 projects 15.8% of requested funds	38 projects 45.7% of requested funds	11 projects 14.9% of requested funds	9 projects 13.8% of requested funds
Funded	4 projects 18.79% of awarded funds	2 projects 14.43% of awarded funds	7 projects 46.8% of awarded funds	1 project 3% of awarded funds	2 projects 17% of awarded funds

FY2027 AWARDS (1-8)

Organization	Project	Amount
Appalachian Mountain Community Health Centers	The Appalachian Mountain Health Mobile Behavioral Health Clinic Van Upfit	$53,378
Appalachian Sustainable Agriculture Project	Buncombe Farm Preservation and Food System Redevelopment Project	$84,975
Asheville GreenWorks	Buncombe County Cleanups	$38,000
Asheville Poverty Initiative	12 Baskets Cafe and Community Services	$85,000
Babies Need Bottoms	Tiny Humans, Big Needs: Essential Hygiene and Feeding Support for Buncombe's Smallest Residents	$62,600
Bounty & Soul	Advancing Long-Term Recovery by Creating Food & Health Equity in Post-Helene Food Deserts	$85,000
Carolina Day School	Horizons at Carolina Day Summer Enrichment Academy	$29,891
Food Connection	Helene Recovery Prepared Meals & Food Rescue — Buncombe County	$60,000

FY2027 AWARDS (9-16)

Organization	Project	Amount
Full Circle Forestry Collective	Hazards to Heat: Transforming woody debris from Hurricane Helene into Free firewood	$84,274
Leicester Community Center	Building a Better Leicester	$22,000
MANNA FoodBank	Rooted in the Southside: MANNA's Neighborhood Food Access Intervention	$85,000
Pisgah Legal Services	Civil Legal Services for Buncombe County residents	$85,000
RiverLink	A Lasting Legacy: Post-Helene Land and Water Restoration for Climate Resilience in Buncombe County	$54,882
The Blessing Project, Inc	Swannanoa Hurricane Helene Recovery Program	$75,000
W4H Asheville dba Working Wheels	Discounted Vehicle Repairs for Buncombe County Families Impacted by Helene	$85,000
WNC Grows	Swannanoa Streambank and Community Greenspace Restoration Project	$10,000

PROGRAM IMPACTS ANTICIPATED

- 150 behavioral health patients served with mobile health
- 140 farms supported with business outreach
- 205,000 pounds of fresh produce distributed
- 36 households receiving discounted vehicle repairs
- 30,000 diapers distributed
- 130 students served with summer camp
- 50 cords of firewood collected, processed and distributed
- 500 volunteers engaged in litter clean up events
- 750 feet of streambank restored

HELENE RECOVERY IMPACTS ANTICIPATED

- Improving food systems and increasing food access
- Distributing basic need items to residents impacted by Helene
- Turning storm impacted trees into firewood distributed at no cost through community partners
- Restoration of lands and waterways, reducing impact of future storms

NEXT STEPS

- Fill committee vacancies
- Review project performance reports as published online quarterly
- Host Fall Grantee Gathering
- Plan for next grant cycle

Thank You







Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

PUBLIC HEARINGS

Department: County Manager

Presenter(s): Josh Hallingse, Intergovernmental Relations Director
Michael Ramos

Contact: Elizabeth Odderstol, Economic Development Program Analyst

Subject: Southeastern Container Economic Development Agreement

Brief Summary:

On February 19, 2026, Southeastern Container announced its plans to expand at its existing facility in Enka, North Carolina. Southeastern Container is an injection molding and blow molding manufacturer that produces preforms, bottle closures, and pallets. Southeastern Container plans to invest $31.3 million in capital expenditures and create 12 new full-time jobs, averaging $32.90 per hour.

Prior to the February expansion announcement, Southeastern Container requested, and the County agreed, subject to formal approval by the Board of Commissioners at a Public Hearing, to provide economic development incentives to induce the Company to make capital investments and create jobs in Buncombe County. The Buncombe County incentives will total $85,000. $5,000 of these incentives will be leveraged as the required local government match for the State of North Carolina's Building Reuse Program. The Building Reuse grant program requires a 5% local match and this project received a $100,000 Building Reuse grant award. In addition to the grant match incentives, per the Buncombe County Economic Development Policy, Southeastern Container is eligible for a one-time incentive of $80,000 based on capital investment and job creation targets. Additionally, a portion of the grant may only be earned if Southeastern Container demonstrates its ability to hire employees from workforce development programs. In total, between State Building Reuse grant incentives ($100,000) and Buncombe County incentives ($85,000), Southeastern Container is eligible to receive up to $185,000 in total incentives.

Our staff have analyzed the economic impact of the expansion project, drafted an Economic Development Agreement (EDA) between Southeastern Container and

Buncombe County, and are requesting the Board's formal approval for the incentive grant. Staff also request approval for the attached budget ordinance that would establish the building reuse grant fund.

Recommended Motion & Requested Action:

Hold a public hearing in accordance with NCGS § 158-7.1, which directs local governments to hold a public hearing in advance of any appropriate or expenditure for economic development purposes. The request for authorization requires two votes, which are outlined below:

Request for Board approval for:
1. Building Reuse Grant Agreement with N.C. Commerce and Southeastern Container
2. Economic Development Incentives for Southeastern Container; and
3. Economic Development Agreement between Southeastern Container and Buncombe County.
4. Establishing a $105,000 budget for the NC Commerce Building Reuse Grant.

Attachments:

1. Presentation
2. Resolution - Thread - Building Reuse
3. Resolution - Thread EDA
4. Contract
5. Project Thread EDA_8.18.26
6. NC Commerce Rural Building Reuse Grant - Budget Ordinance

Southeastern Container Economic Development Project

Public Hearing

Buncombe County Board of Commissioners

Regular Meeting August 18th, 2026

Background

- Southeastern Container is an existing, advanced manufacturer headquartered in the Enka Commerce Park
  - Established in 1982
  - Performs, injection and blow molding that produces preforms, bottle closures, & pallets
  - The company is aligned with Coca-Cola's sustainable packaging initiative
- Expansion announced in February 2026
  - **Capital investment:** $31.3 million
  - **Jobs:** 12
  - **Wages:** $32.90 per hour ($68,432)

Aligns with Buncombe County 2030 Strategic Plan goals for increasing average wages and total employment.

Requested Action Items

Board of Commissioners approval for:

1. Building Reuse Grant Agreement with N.C. Commerce and Southeastern container
2. Economic Development Incentives for Southeastern Container; and
3. Economic Development Agreement between Southeastern Container and Buncombe County
4. Establishing a $105,000 budget for the NC Commerce Building Reuse Grant

Southeastern Container

SEC BY THE NUMBERS

In 2025, we produced,

8.3 billion
Preforms

633,000
Pallets

2.8 billion
Bottles

450+
Team Members

12 years
Avg Tenure for Team Members

17 years
Avg Tenure for Leadership



5 Locations Across 4 States

Bowling Green, OH (75)
Bottles, Preforms, Closures

Winchester, VA (96)
Bottles & Preforms

Kings Mountain, NC (60)
Bottles

Enka, NC (153)
Preforms, Pallets, Closures

Cleveland, TN (61)
Bottles

Serving 19 Coca-Cola Bottling Franchises

SEC SUSTAINABILITY BY THE NUMBERS

Light Weighting



19 million

pounds of plastic saved through lightweight projects in 2025

Recycled Plastic



124 million

pounds of recycled plastic consumed in 2025

Closed Loop Recycling



4.5 million

pounds of plastic from customers consumed in 2025

Economic Development Agreement
&
NC Building Reuse Program

Economic Development Incentive

Buncombe County Incentive Structure

- **Total Buncombe County Incentives**: $85,000
  - $75,000 one-time incentive for Buncombe County Economic Development Agreement
  - $5,000 potential additional incentives for hiring commitments
  - $5,000 required match for Building Reuse Grant (5% match required)
- **Term**: 6 years (3 year creation + 3 year retention)
- **Payout structure**: pay-for-performance (pro rata) based on actual job and investment schedule

State of North Carolina Incentives ($100,000)

- $100,000 incentive for Building Reuse Grant

Total Incentives: $185,000

Southeastern Container Expansion Project Costs and Revenues

	PROJECT	PROJECT	OUTFLOW	INFLOW		COUNTY IMPACT	
Fiscal Year	New Job Creation	New Capital Investment	Incentives	Tax Revenue (Annual)	Tax Revenue (Cumulative)	Cost / Gain (Annual)	Cost / Gain (Cumulative)
2026	2	$13,900,000	$0.00	$75,699.40	$75,699.40	$75,699.40	$75,699.40
2027	10	$17,400,000	$0.00	$166,702.06	$242,401.46	$166,702.06	$242,401.46
2028		$0	$5,000.00	$160,755.03	$403,156.49	$155,755.03	$398,156.49
2029			$80,000.00	$155,396.16	$558,552.65	$75,396.16	$473,552.65
2030			$0.00	$150,413.07	$708,965.73	$150,413.07	$623,965.73
TOTAL	**12**	**$31,300,000**	**$85,000.00***	**$708,965.73**	**$708,965.73**	**$623,965.73**	**$623,965.73**

*Note: Impacts to County do not include Building Reuse grant

Request to enter a public hearing in accordance with NCGS § 158-7.1, which directs local governments to hold a public hearing in advance of any appropriation or expenditure for economic development purposes.

Requested Action Items

Vote: Request for Board approval for:

1. Building Reuse Grant Agreement with N.C. Commerce and Southeastern Container
2. Economic development incentives for Southeastern Container; and
3. Economic Development Agreement between Southeastern Container and Buncombe County.
4. Establishing a $105,000 budget for the NC Commerce Building Reuse Grant

Resolution #: _____

RESOLUTION AUTHORIZING BUNCOMBE COUNTY TO COOPERATE WITH SOUTHEASTERN CONTAINER AND PARTICIPATE IN THE NC DEPARTMENT OF COMMERCE BUILDING REUSE GRANT PROGRAM

_____

WHEREAS, Southeastern Container Inc. is a North Carolina limited liability company, (hereinafter sometimes referred to as “Southeastern Container”) is an injection molding and blow molding manufacturer that is located in Buncombe County;

WHEREAS, Southeastern Container currently employs 96 people and produces bottle preforms and pallets;

WHEREAS, Southeastern Container desires to expand its operations in Buncombe County by investing over $31.3 million and creating 12 new full-time project related jobs that pay an average wage of $32.90/hour, not including benefits ("Project"); and the Project includes renovations and improvements to existing facilities located at 1250 Sand Hill Rd, Enka NC, 28728 (the "Facility");

WHEREAS, in parallel with Southeastern Container's request that the County provide economic development incentives to induce it to make these capital investments and to create these new full-time project related jobs at the Facility, Southeastern Container has been negotiating with the North Carolina Department of Commerce, Rural Infrastructure Authority for a Building Reuse Grant in the amount of $100,000 for general purposes related to the preservation of the Facility and the creation and retention of jobs in the course of completing the renovations and construction;

WHEREAS, the Building Reuse Grant Program requires a local government host to apply for such a grant, provide a 5% local match ($5,000), and act as guarantor for completion of projects and distribution of grant funds;

WHEREAS, Southeastern Container has requested the assistance of Buncombe County to obtain this funding; and

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of Buncombe County to facilitate this Building Reuse Grant for the Project.

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

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

2. The County Manager is hereby authorized, empowered and directed to execute an application to the North Carolina Department of Commerce, Rural Infrastructure Authority for a Building Reuse Grant in the amount of $100,000 for the Southeastern Container

Project as described above provided that no County funds are pledged or appropriated without separate and express authority of this Board.

3. The County Manager is hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

4. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

5. This Resolution is effective upon its adoption.

This the ___ of August, 2026

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____

Sarah Gross, Clerk

By: _____

Amanda Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

Exhibit A

See attached Economic Development Agreement

Resolution #: _____

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

_____

WHEREAS, Southeastern Container Inc. is a North Carolina limited liability company, (hereinafter sometimes referred to as “Southeastern Container”) is an injection molding and blow molding manufacturer that is located in Buncombe County;

WHEREAS, Southeastern Container currently employs 96 people and produces bottle preforms and pallets;

WHEREAS, Southeastern Container desires to expand its operations in Buncombe County by investing over $31.3 million and creating 12 new full-time project related jobs that pay an average wage of $32.90/hour, not including benefits ("Project"); and the Project includes renovations and improvements to existing facilities located at 1250 Sand Hill Rd, Enka NC, 28728 (the "Facility");

WHEREAS, Southeastern Container requested the County provide economic development incentives to induce it to make these capital investments for the Project and for the creation of these new full-time project related jobs at the Facility, and Southeastern Container informed the County that if the County did not promise such economic development incentives, then Southeastern Container may not complete the Project;

WHEREAS, in exchange for the capital investment and improvements to real property as well as new machinery and equipment of at least $31,300,000 and Southeastern Container's commitment to maintain both the Twelve (12) new Full-Time Project Related Jobs as well as the current approximately ninety-six (96) full-time jobs it has in Buncombe County, the County proposed to pay Southeastern Container grants in the total cumulative amount of up to eighty-thousand ($80,000.00) Dollars to be paid upon completion of the Project currently slated for on or after April 30th 2029;

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

WHEREAS, the cumulative tax revenues resulting from the capital investment and machinery, equipment and other business personal property to be located at the Facility will offset the grant payment in five (5) years and will exceed $80,000 after ten (10) years;

WHEREAS, Southeastern Container's expansion Project, in addition to bringing the jobs described above, will produce revenue for local businesses and the County due to the employment of individuals and the spending by Southeastern Container and those new employees, which will provide further economic benefits to the County and local businesses;

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

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

WHEREAS, this Board of Commissioners has organized and approved the holding of a public hearing at the Board's August 18, 2026 regular meeting to discuss and approve these economic development incentives to Southeastern Container and authorize the entering into of an EDA.

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

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

2. This Board of Commissioners approves appropriating and spending from the County's general fund amounts to make cash grants in the total cumulative amount of up to Eighty Thousand ($80,000.00) Dollars to be paid upon completion of the Project, such amounts and payment schedule being more specifically described in the Economic Development Agreement attached to this Resolution as Exhibit A.

3. That this Board finds and determines that such appropriation and Southeastern Container's investment for the expansion of its operations as described above increases the County's property tax base and increases the County's property tax revenues.

4. To implement these incentives, the Board of Commissioners hereby ratifies and approves the attached Economic Development Agreement and authorizes the County Manager to take all actions necessary to implement the actions and grants required by that Agreement.

5. The County Manager is hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

6. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

7. This Resolution is effective upon its adoption.

This the ___ day of August, 2026

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____

Sarah Gross, Clerk

By: _____

Amanada Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

Exhibit A

See attached Economic Development Agreement

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

August 11, 2026

Ms Amanda Edwards
Chair, Board of Commissioners
Buncombe County
200 College Street, Suite 300
Asheville, NC 28801-3014

Re: Contract Agreement for Grant Number 2026-029-3201-2587; Your Signature and Reply is Requested
Project Title: "Southeastern Container, Inc./Project Thread"

Dear Chair Edwards:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document Description:	**Signed By:**
Deed of Trust Documentation	Highest Elected Official – Unit of Local Government.
Grant Agreement: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government.
Exhibit A: Grant Application	Signatures gathered at application - Highest Elected Official – Unit of Local Government, Legal Property Owner listed on the Deed, and the Job Creating Business involved in the project. No additional signatures required.
Exhibit B: Program Guidelines	No Signature Required.
Exhibit C: Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official -Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit D: Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.

Execute these documents, scan a quality copy and return to my attention at REIreports@commerce.nc.gov. If you have any questions or if I can be of any assistance, please contact me at joy.peebles@commerce.nc.gov.

Sincerely,

Joy Peebles
Fiscal and Compliance Manager

Enclosure

The Department of Commerce strongly encourages the Governmental Unit to secure the funds loaned to the property owner, **Southeastern Container, Inc., a corporation**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Buncombe County** as the beneficiary in the amount of **$100,000.00**.

☐ **Buncombe County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **$100,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. The Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name: **Buncombe County** _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2026-029-3201-2587

This Rural Economic Development Grant Agreement (the "Agreement") between the North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina (the "State"), and **Buncombe County** (the "Governmental Unit" and, together with Commerce, the "Parties") is made effective as of **2/19/2026** ("Effective Date") and shall remain in effect through **2/19/2028** ("Termination Date"), unless this Agreement is terminated on an earlier date under the terms of this Agreement or unless extended for an express term agreed upon in writing by the Governmental Unit and Commerce (such period of time running from the Effective Date to the applicable Termination Date described above shall constitute the "Grant Term");

WHEREAS, the North Carolina General Assembly (the "General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by encouraging and promoting the expansion of existing business and industry within the State and by recruiting and attracting new business and industry to the State;

WHEREAS, the General Assembly has enacted legislation creating a program to provide matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities (the "Building Reuse Program"), subject to the requirements of N.C.G.S. §§ 143B-472.127 and .128, as a method of stimulating economic activity in the State;

WHEREAS, the General Assembly has created the Rural Economic Development Division ("REDD") within Commerce and has tasked REDD with administering the Building Reuse Program under N.C.G.S. §§ 143B-472.126 and .127;

WHEREAS, under N.C.G.S. § 143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (the "Rural Authority") and has empowered the Rural Authority to review applications for and, where appropriate, authorize such matching grants or loans to local government units under the Building Reuse Program;

WHEREAS, the Rural Authority under N.C.G.S. § 143B-472.128, is authorized to make such matching grants or loans: 1) based on the application ("Application") filed by the Governmental Unit and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein; (2) based on the representation in the Application that **Southeastern Container, Inc., a corporation** (the "Owner") owns certain real property located at:

1250 Sand Hill Rd
Enka, NC 28728

In **Buncombe** County, North Carolina ("Property"); (3) based on Commerce's Rural Economic Development Grant requirements and guidelines (the "Guidelines"), which are included as Exhibit B and are incorporated herein and which may be amended, modified, or supplemented and applied accordingly to this Agreement by Commerce in its sole discretion; and for (4) the

creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project") as summarized below:

The project will support the renovation of a 324,999 SF building located at 1250 Sand Hill Road in Enka. The building was constructed in 1984. Southeastern Container Inc. is a manufacturer of plastic bottles and bottle closures. The company provides to over 50 Coca-Cola operations in the US and Canada.

WHEREAS, the Rural Authority grants to the Governmental Unit an amount not to exceed **$100,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistently with all applicable laws, rules, regulations, and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Agreement and may result in repayment of any funds used for such purposes; and

WHEREAS, based on the terms, conditions, and representations in the LBC of this Agreement, the Rural Authority has approved a grant (the "Grant") to the Governmental Unit.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

1.1 "Agreement" means this Rural Economic Development Grant Agreement for Building Reuse between the Governmental Unit and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 6.16.

1.2 "Application" has the meaning set forth in the Preamble.

1.3 "Baseline Number" means the total number of full-time jobs in North Carolina that the Business reported having at the time of the Application for the Project. The Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

1.4 "Business" means the entity (or entities, as applicable) required to create and maintain certain full-time New Jobs to complete the Project.

1.5 "Commerce" means the North Carolina Department of Commerce.

1.6 "Effective Date" has the meaning set forth in the Preamble.

1.7 "Facility" means the Owner's real property, as described in the Application.

1.8 "General Assembly" means the North Carolina General Assembly.

1.9 "Governmental Unit" has the meaning set forth in the preamble.

1.10 "Grant" means the Rural Economic Development Grant for Building Reuse awarded to **Buncombe County** on **2/19/2026** by the Rural Infrastructure Authority and subject to the terms and conditions of this Agreement and the LBC (defined in 1.10 below).

1.11 "Grant Term" means the effective period of this Agreement beginning on ("Effective Date") and terminating on, unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term agreed upon in writing by the Governmental Unit and Commerce.

1.12 "Guidelines" has the meaning set forth in the Preamble, is incorporated herein by reference, and is included as Exhibit B.

1.13 "Legally Binding Commitment ("LBC")" means the Rural Economic Development Loan Agreement and Legally Binding Commitment between the Governmental Unit and the Property Owner that outlines the terms and conditions of the Loan. The LBC is incorporated herein by reference and included as Exhibit C.

1.14 "Loan" means the funds given by the Governmental Unit to the Property Owner, which consists entirely of State grant funds, to fund the Project.

1.15 "New Job" means any job or jobs filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, are eligible for all benefits generally available to all full-time employees of the Business, and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes. Independent contractors, consultants, and seasonal and temporary employees are not to be included as New Jobs.

The New Jobs cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this Agreement.

1.16 "North Carolina Rural Infrastructure Authority" has the meaning set forth in the preamble.

1.17 "Owner" means every individual or entity that has any ownership interest in the real property which is the subject of the Project.

1.18 "Project" has the meaning set forth in the preamble.

1.19 "Project Change" means any material alteration, addition, deletion, or expansion of the Project, including material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or the Business and any filing of bankruptcy by the Governmental Unit or the Owner.

1.20 "Property" means that certain real property located at **1250 Sand Hill Rd Enka, NC 28728** .

1.21 "State" means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Governmental Unit and the Owner

The Governmental Unit represents and warrants that the execution of this Agreement has been authorized by the necessary Governmental Unit and is not in violation of any law or statute, and:

a) To the knowledge of the Governmental Unit, no action or legal proceeding is threatened against or affecting it, the Owner, or the Business that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce effective upon notice.

b) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Governmental Unit. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.

c) The Governmental Unit is solvent.

d) A cash match grant, loan, or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. All Cash Match funds shall be used exclusively for the purpose of the Project, and there shall be no

improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

e) Upon the Governmental Unit's reasonable inquiry into and receipt of supporting evidence from the Owner, both the Owner and any Business are authorized to do business under North Carolina law and are not delinquent on any federal, state, or local taxes, licenses, or fees, every Business is solvent, is financially capable of performing its LBC and Project responsibilities (including, without limitation for the Business, creating and maintaining the New Jobs and, if required, maintaining the Baseline Number of jobs), and is a going concern, If it is subsequently found that a Business was not solvent, was not financially capable of performing its LBC or Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement, and this Grant Agreement may be terminated by Commerce effective upon notice.

2.2 Changes in the Project or Other Conditions.

a) There shall be no Project Changes unless approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

b) Notwithstanding the foregoing and wherever referred to in this Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service, or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations, as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure, as described in Paragraph 6.15 of the LBC), and (3) under the circumstances of and for the period of time described in Paragraph 6.15 of the LBC.

c) Additionally, the Governmental Unit shall notify Commerce immediately of any change in conditions or local law, or any other event which may significantly affect its ability to oversee, administer, or perform as required under this Agreement, the LBC, or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event a Project Change.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Records.

a) The Governmental Unit shall maintain full, accurate, and verifiable financial records, supporting documents, and all other relevant information for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement. Such records shall be separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b) The Governmental Unit shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period, until the audit is concluded and any and all audit findings have been resolved. Similarly, if any litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.2 Monitoring, Reports, and Auditing.

a) The Governmental Unit agrees to ensure compliance and provide assistance with monitoring and auditing requirements requested by the State, including following the Termination Date of this Agreement. Additionally, the Governmental Unit shall monitor all performance of Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained, and other performance goals are being achieved.

b) The Governmental Unit shall furnish Commerce with detailed written progress reports according to the time periods specified below, or as otherwise requested by Commerce.

Progress reports are due on January 15th and July 15th for each year of the Grant Term. The final report and job verification documentation are due at the time of project completion or no later than thirty (30) days after the Termination Date, whichever is sooner. The reporting schedule remains in effect for the duration of the Agreement, including any time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests;
2. Can result in the immediate termination of the Grant and the Agreement;
3. Can result in the demand for immediate repayment of any funds paid by Commerce under the Agreement; and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

Such reports should describe the progress made by the Governmental Unit, the Owner, and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

c) The Governmental Unit agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of funding received by the Governmental Unit and are subject to change from time to time.

d) Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Grant Term. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, the impact of the Project on the Governmental Unit's community, and its cost.

e) The Governmental Unit grants the State and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement, the LBC, or the Project. The Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. GRANT ADMINISTRATION

4.1 Availability of Funds.

a) The obligations of the Rural Authority and/or Commerce to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, Commerce has the right to terminate this Agreement and/or the LBC by giving written notice to the Governmental Unit. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

4.2 Method of Payment.

a) After receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Agreement have been met, as well as any other documentation that may be required by Commerce, Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Details as described below:

Eligible Expenditures:
Vacant Building Category: within the existing building footprint
Existing Business Building Category: within the existing building and/or additions
Rural Health Care Category: within the existing building, additions and/or new construction

b) Eligible costs under all funding categories include, but are not limited to materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Economic Development Division for questions about whether a specific expense is eligible under the program.

c) The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery and equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not exhaustive. Grantees should contact the Program Manager for the Rural Economic Development Division, listed in Section 6.10, for questions regarding the eligibility of a specific expense is eligible.

d) Any business in which any Project partner has an ownership or management interest may act as a contractor for the renovation project only if the business holds a valid North Carolina General Contractors license. Disclosure of and a copy of the business's license must have been included in the Application. Licensed contracting companies owned or operated by any Project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services, and subcontracted work, as well as proof that those invoices have been paid in full.

4.3 Reimbursement Requirements.

a) The Department of Commerce will reimburse fifty percent (50%) of eligible expenditures up to the total Grant amount upon receipt of the following:

1. A completed financial request form;
2. Evidence that the five percent (5%) local government match has been satisfied (included with the first payment request only);
3. Copies of eligible Project invoices in support of the requested amount;
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Such evidence may include copies of cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid in cash and those not paid in full will not be reimbursed; and
5. Satisfaction of reporting requirements according to Section 3.2(b).

b) Eligible expenditures may not be incurred prior to the Effective Date or subsequent to the Termination Date of the Agreement. Payments are subject to the availability of funds.

4.4 Obligation of Funds.

a) The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days.

SECTION 5. WAIVER

5.1 No Waiver by the State.

a) Failure of the State at any time to require performance of any term or provision of this Agreement or the LBC shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall not operate as a

continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

5.2 Waiver of Objections to Timeliness of Legal Action.

a) The Governmental Unit waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including the Rural Authority or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 6. MISCELLANEOUS

6.1 Independent Status of the Governmental Unit.

a) The Governmental Unit is an entity independent from the Rural Authority and Commerce. This Agreement, the LBC, the Project, and any actions taken pursuant to this Agreement, the LBC, and the Project shall not create a partnership or joint venture with Commerce, the Rural Authority, the Governmental Unit, or any third party (including the Owner or any Business). This Agreement, the LBC, and the Project shall not be construed to make the Governmental Unit (including its employees, agents, members, or officials) or any third party (including the Owner or any Business) employees, agents, members, or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.

b) The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses, and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes, or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement.

6.2 Termination.

a) If the Governmental Unit fails to fulfill its obligations in a timely or proper manner or violates any of the terms of this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC, or if any Business fails to fulfill those requirements applicable to it in the LBC, Commerce has the right to terminate this Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the

Owner written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Governmental Unit. Upon such termination, Commerce shall have no responsibility to make additional payments under the Agreement, and the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

b) If a breach of any of the requirements, covenants, or agreements in this Agreement or the LBC occurs, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit already has received under this Agreement.

c) Other than as provided for in Paragraph 6.4(a) of the LBC, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) notify Commerce immediately and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Governmental Unit in the proceeding had it taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

d) If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Agreement. If such a material default occurs, Commerce may terminate this Agreement upon written notice to the Governmental Unit. The effective date of such termination will be in Commerce's sole discretion and will be included in Commerce's written notice to the Governmental Unit. Upon such termination, the Governmental Unit, the Owner, and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution, or insolvency law.

6.3 Liabilities and Loss.

a) The Governmental Unit hereby agrees to release, indemnify, and hold harmless the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including the Owner and the Business) in connection with the performance of this Agreement, the LBC, or the Project, and for all losses arising from their implementation. The Governmental Unit hereby releases the Indemnified Parties from any and all liability or loss, cost, or expense, including reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from any loss or damage to property, injury, or death of any person occurring in connection with the Project, whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner, and the Business, or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

6.4 Non-discrimination.

a) The Governmental Unit will not discriminate based on age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

b) The Governmental Unit will ensure that the Business and the Owner will not discriminate based on age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

6.5 Conflict of Interest.

a) The Governmental Unit shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Agreement, the LBC, or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers, or members of its governing body, from the Agreement, the LBC, or Project. Such policy, ordinance, or resolution also shall include actions to be taken by the Governmental Unit, the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the Effective Date, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC, or the Project. Throughout the Grant Term,

the Governmental Unit has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

6.6 Compliance with Laws.

a) The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of this Agreement, the LBC or the Project. This includes compliance with environmental laws and regulations.

b) The Business and the Owner shall obtain all required environmental permits necessary for the Project prior to requesting funds and shall maintain those permits for the duration of the Grant Agreement. Failure to obtain and maintain any required environmental permits may result in repayment of funds in Commerce's discretion.

6.7 Non-Assignability.

a) The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; however, claims for money due to the Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

6.8 Personnel.

a) The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

6.9 Other Agreements.

a) The Governmental Unit understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Similarly, the Governmental Unit understands that if the Business is a party to a separate grant agreement or loan with the State, then the Business's full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in Commerce's sole discretion.

6.10 Notice.

a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:	Attn: **Hazel Edmond** Program Manager North Carolina Department of Commerce Rural Economic Development Division 301 North Wilmington Street 4346 Mail Service Center Raleigh, North Carolina 27699-4346
If to the Governmental Unit:	Attn: **Ms Amanda Edwards** Chair, Board of Commissioners Buncombe County 200 College Street, Suite 300 Asheville, NC 28801-3014

6.11 Entire Agreement.

a) This Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Governmental Unit.

6.12 Execution.

a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

6.13 Construction, Jurisdiction, and Venue.

a) This Agreement shall be governed by the laws of the State of North Carolina.

b) The Governmental Unit agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North

Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

6.14 Severability.

a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

6.15 Acceptance.

a) If the Governmental Unit agrees to the Agreement terms as stated, the Governmental Unit will return the executed documents specified in the cover letter accompanying this Agreement. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental Unit.

b) As conditions of the Agreement:

1. The highest elected official of the Governmental Unit shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing;

2. The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver") located in the Application. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Agreement is finalized executes a Waiver upon its involvement; and

3. After execution, the Governmental Unit shall scan quality copies of all the above listed documents and deliver them via email to the attention of reireports@commerce.nc.gov.

c) As conditions of the Legally Binding Commitment (LBC):

1. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute the LBC in its exact form, unless Commerce approves a change to its terms in writing. After execution, the Governmental Unit shall scan a quality copy of the LBC and deliver it via email to the attention of reireports@commerce.nc.gov.

2. The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of

access, review, or monitoring and Commerce's rights as a third-party beneficiary thereunder.

3. The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Agreement and the LBC.

4. The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner, and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

5. Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

6.16 Exhibits.

The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:

a) Exhibit A – Grant Application
b) Exhibit B – Program Guidelines
c) Exhibit C – Legally Binding Commitment
d) Exhibit D – Limited Waiver of Confidentiality

Signature page follows.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Buncombe County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature:  [SEAL]

Printed Name: Reginald L. Speight

Title: Assistant Secretary for Rural Economic Development

Date: 8/11/26

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Rural Building Reuse and Infrastructure Application Form

Application # _____
(For internal use only)

Vacant Building ☐ Existing Business Building ☒ Rural Health Care ☐ Rural Infrastructure ☐

Applicant Information

Local Government Name: Buncombe County Government County: Buncombe Tier #: 2

Mailing Address: 200 College St City: Asheville State: NC Zip: 28801

Primary Telephone: 828-250-4140 Federal Tax ID #: 56-6000279

Website: buncombenc.gov

Chief Elected Official Name: Amanda Edwards Title: Chair of the Buncombe County Board of Commissioners

Telephone: 828-250-4140 Email: amanda.edwards@buncombenc.gov

Manager/Administrator Name: Avril Pinder Title: County Manager

Telephone: 828-250-4140 Email: avril.pinder@buncombenc.gov

Local Government Project Manager (If different than above):

Name: Elizabeth Odderstol Title: Economic Development Program Analyst

Telephone(s): 828-203-5685 Email: elizabeth.odderstol@buncombenc.gov

Grant Administrator Company Name (if applicable): N/A

Mailing Address: _____ City: _____ State: _____ Zip: _____

Name: _____ _____

Telephone(s): _____ Federal Tax ID #: _____

Website: _____ Email: _____

Project Information

Project Title: Project Thread **Grant Amount Requested ($):** $300,000

Number of Businesses to be Assisted: 1 Number of Jobs to be Created: 12

Project Description (provide a summary of the project below):

Southeastern Container Inc. is a manufacturer of plastic bottles and plastic bottle closures. The renovation project in Enka, NC would allow for the repurpose of existing space to be utilized for manufacturing and upgrades to the production and corporate offices which are important for the hiring of new employees and the retention of existing employees.

Has any project participant ever benefitted from a grant with the Department of Commerce? Yes ☐ No ☒ If **Yes**, please explain ↴

Southeastern Container Inc. is not aware of any grants received from the Department of Commerce.

Project Budget

List all expenses related to the project, the amount of each expense, and the corresponding funding source(s) in the table below. The table should include costs for acquisition, construction, infrastructure improvements, equipment, training, etc. The table should clearly show all planned expenditures and all funding sources for the project.

	Source Name: SEC Inc.	Source Name:	Source Name:	Source Name:
Project Expense	**Amount**	**Amount**	**Amount**	**Amount**
Concrete	$675,000			
Roofing	$289,400			
Studs/Drywall/Ceilings	$1,197,000			
Fire Sprinkler Systems	$179,550			
Plumbing Systems	$718,200			
HVAC Systems	$1,675,800			
Electrical & Fire Alarm	$1,995,000			
Fees, Cost & Permits	$275,674			
Sitework	$1,200,000			
Sub Total ($)	$8,205,624			

Total Construction Cost: ($) $6,729,950

Total Project Cost: ($) $8,205,624

Project Narrative

1 Provide a detailed description of the project company and the jobs to be created.

Southeastern Container Inc. is a manufacturer of plastic preforms, pallets, bottles and plastic bottle closures. The renovation project in Enka, NC would allow for the repurpose of existing space to be utilized for manufacturing and upgrades to the production and corporate offices, which are important for the hiring of new employees and the retention of existing employees. The company would hire managerial employees that would oversee semi-skilled operators that would operate the new equipment which would increase the company's closure production capabilities.

2 Provide a listing of all the company's existing locations along with the number of current full-time and part-time jobs and whether any change in employment are planned for each location.

Within North Carolina, Southeastern Container Inc., has two locations with existing full-time employees. Enka, NC = 143 & Kings Mountain, NC =65.

3 Provide a detailed description of the construction/renovation project.

SEC would be renovating the lower area of the building which is currently being used for storage and converting this area into a manufacturing floor capable of housing and running four to five closure lines. This conversion will require a systems area, raw material storage area and inspection area to be able to service these manufacturing lines.

4 Provide description of the project property/building and its significance.

Southeastern Container Inc. is the owner of approximately 20 acres of property in Buncombe County, NC. The site accommodates a building that is approximately 324,399 square feet. This building houses the corporate headquarters of Southeastern Container Inc., which makes it a significant facility for company's real estate portfolio. Using the latest technology, the facility encompasses several manufacturing lines for blow, injection and compression molding for the production of PET bottles, preforms and pallets specifically for Coca-Cola. While they also currently do make bottle closures in Ohio, this expansion would increase that capacity into North Carolina.

Rural Building Reuse and Infrastructure Application Form

Updated: 7/1/2024

Rural Building Reuse and Infrastructure
Application Form

Property Owner Information

Property Owner Legal Name: Southeastern Container Inc.

Property Owner Representative Name (First and Last): Michael Ramos
(Authorized to sign loan documents for Building Reuse)

Property Owner Rep. Mailing Address: PO Box 909 City: Enka State: NC Zip: 28728

Property Owner Rep. Phone: 828-350-7446 Email: Mike.Ramos@secontainer.com

Property Information

Property Address for Project: 1250 Sand Hill Road City: Enka State: NC Zip: 28728

Year Building Was Constructed: 1984 Number of Months Building Vacant: 0 Square Footage of Building: 324,399

Is the property listed on the National Register of Historic Places? ☐ Yes ☒ No

If you are unsure whether the property is listed on the National Register of Historic Places, you can check the address by accessing the following website: http://gis.ncdcr.gov/hpoweb/. If the property is listed, the provisions of NCGS 121-12(a) will be required.

Company Information

BUSINESS Name: Southeastern Container Inc. Federal ID Tax #: 56-1336585

Business Representative Name: Mike Ramos NAICS Code: 326160

Business Mailing Address: P.O. Box 909 City: Enka State: NC Zip: 28728

Business Representative Phone: 828-350-7446 Business Representative Email: Mike.Ramos@secontainer.com

Check ONE box below for the Industry Type of the Business:

☐ Data & Call Services ☐ Healthcare ☒ Manufacturing ☐ Processing ☐ Warehouse/Distribution

☐ Professional ☐ Service ☐ Restaurant ☐ Retail ☐ Non-Profit

Is the proposed Business a startup? Yes ☐ No ☒ If no, how many years in business **in NC**? 44

Number of existing part-time employees **in NC**: 0 Will the business provide health benefits? Yes ■ No ☐

Number of existing full-time employees **in NC**: 208 What % of health benefits are employer paid? 68 %

Number of new full-time jobs committed: 12 Average annual wage of the new jobs committed? $70,417

If more than one company will participate in the project, please copy this page and complete for each additional company.

Average Annual Wage Computation Work Sheet

Number of New Employees	Position Type	Gross Annual Wages
1	Managers	$95,000
2	Technical Employees	$85,000
2	Skilled Craftsman	$75,000
6	Semi-Skilled Operators	$50,000
1	Technical Lead	$130,000

Total 12 **(A)**

Total Annual Wages	$845,000	**(B)**
Divide Total Wages (B) by the Total Number of New Employees (A) for the **Average Annual Wage**	$70,416.66	**(B/A)**
Percent Employer-Paid Health Insurance	68	%

Company Certifications

1 **Overdue Tax Debts**

Does the Company or the Related Member(s) currently have any overdue tax debts with any City, Town or County in, or with the State of North Carolina?

☐ Yes ☒ No

2 **Occupational Safety and Health Act Violations**

Does the Company, or the Related Member(s) have any citation under the Occupational Safety and Health Act that have become a final order within the past three years for willful serious violations or for failing to abate serious violations?

☐ Yes ☒ No

3 **Loan Defaults**

Is the Company, or the Related Member(s) currently in default on any loan or grant previously made by the State of North Carolina?

☐ Yes ☒ No

4 **Incentive History**

Has the Company, or Related Member(s) ever defaulted on an economic development grant or inventive or been sued by a grantor with respect to an economic development grant or incentive?

☐ Yes ☒ No

5 **Creditor Losses, Litigation, Government Investigations**

Has any member of management or any principal of the Company, or the Related Member(s) been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety?

☐ Yes ☒ No

6 **Pending or Threatened Litigation**

Is the Company, or Related Member(s) subject to any claim, suit, action, proceeding, or government investigation that is pending or threatened that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the proposed grantee's finances or operations or the ability to conduct the proposed project, or that would reasonably be expected to impact the Rural Infrastructure Authority's decision to award a grant?

☐ Yes ☒ No

If you answered YES to any of the questions above, please provide a detailed description:

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.



Signature of Local Government Chief Elected Official

_____ , _____
Typed Name **Typed Title**

_____
Date

_____
Signature of Property Owner Representative

Michael Ramos , President and Chief Executive Officer
Typed Name **Typed Title**

1/14/2026
Date

_____
Signature of Company CEO/CFO/COO/President

Michael Ramos , President and Chief Executive Officer
Typed Name **Typed Title**

1/14/2026
Date

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

Signature of Local Government Chief Elected Official

Typed Name , **Typed Title**

Date

Signature of Property Owner Representative

Michael Ramos **Typed Name** , President and Chief Executive Officer **Typed Title**

1/14/2026
Date

Signature of Company CEO/CFO/COO/President

Michael Ramos **Typed Name** , President and Chief Executive Officer **Typed Title**

1/14/2026
Date

Rural Building Reuse and Infrastructure
Application Form

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

Signature of Local Government Chief Elected Official

Amanda Edwards, Chair of the Buncombe County Board of Commissioners
Typed Name, Typed Title

1/29/26
Date

Signature of Property Owner Representative

Michael Ramos, President and Chief Executive Officer
Typed Name, Typed Title

1/14/2026
Date

Signature of Company CEO/CFO/COO/President

Michael Ramos, President and Chief Executive Officer
Typed Name, Typed Title

1/14/2026
Date

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Exhibit B: Program Guidelines

Rural Building Reuse and Infrastructure

The Rural Economic Development Division, as authorized under N.C.G.S. 143B-472.127, provides grants to local government units to support economic development activity that will lead to the creation of new, full-time jobs. The program gives priority to projects located in the 80 most distressed counties in the state; and resident companies as defined in N.C.G.S. 143B-472 (a) 4.

PROGRAM CATEGORIES

Rural Building Reuse—Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion or construction of health care facilities that will lead to the direct creation of new, full-time jobs.

Rural Infrastructure—Funding is available for publicly-owned infrastructure including water, sewer, electric, broadband, rail, and road improvements that will lead to the direct creation of new, full-time jobs.

HOW TO APPLY

Funding Availability and Target Industry Projects

The potential funding available for each project will be assessed though analysis of the project and will be based upon the project's location, the quantity and quality of jobs committed, the overall economic impact of the project, and at the discretion of the Rural Infrastructure Authority.

Projects that meet all the criteria below may receive the highest priority consideration:

- Located in a Tier 1 or Tier 2 county,*
- Meet or exceed the county average annual wage,*
- Identified as a Target Industry (see table below),
- Offer at least 50% employer-paid health insurance
- Will create a significant number of new, full-time jobs

*Check County Tier Designations and County Average Private Sector Wages:: County Tier Designation and County Average Wages

Target industries are identified in the table below. The first step in assisting target industry projects begins with the developers at the Economic Development Partnership of North Carolina (EDPNC). EDPNC Representatives will guide the local government and business through the initial information gathering phase of the project and EDPNC will refer the project to Commerce. Applicants may find more information about the EDPNC at www.edpnc.com.

Target Industries
Aerospace/Aviation/Defense
Automotive/Truck/Heavy Equipment
Agriculture/Forestry/Food
Biotech/Life Sciences
Business and Financial Services
Energy
Information Technology
Manufacturing (Chemical/Furniture/Metals/Plastics/Textiles)
Other Headquarters

Conference Call

The application process requires a pre-application conference call. For a target industry projects, the conference call will be conducted after the project's referral to Commerce is complete.

- To request a pre-application conference call, submit pages 6-10 of this application package along with at least two proposed dates/times for the call to the appropriate program manager.
- The local government, business owner, and property owner (Building Reuse) are required to be on the call. Other project partners may also participate.
- Once the conference call is complete, eligible applicants should submit the full application package—pages 6-10 of this including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package.

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Exhibit B: Program Guidelines

Rural Building Reuse and Infrastructure

ELIGIBLE APPLICANTS

- **Rural Building Reuse**—Eligible applicants are units of local government located in Tier 1 or Tier 2 counties, and rural census tracts in Tier 3 counties. As authorized in N.C.G.S. 143B-472.127(a)(2), a rural census tract† is an area having a population density of less than 500 people per square mile in accordance with the most recent decennial federal census.
- **Rural Infrastructure**—Eligible applicants are units of local government with priority given to the Tier 1 and Tier 2 counties.

†Check census tracts at: Rural Census Tract Map

BUILDING REUSE ELIGIBLE PROJECTS AND EXPENSES

Vacant Building Category

- renovation of buildings that have been vacant for at least three months prior to application deadline
- initial upfit of a shell building is eligible if the building is at least 5 years old and has never been occupied
- only renovations within the existing footprint are eligible

Existing Business Building Category

- buildings occupied for at least 12 months by one of a business identified as a target industry (see table on page 1)
- jobs are required to meet the county wage standard and provide 50% paid health insurance
- renovation within the existing footprint and connected additions are eligible

Rural Health Category

- new construction, renovation, or expansion or of health care facilities
- NC licensure required for participating health care companies

Eligible Expenses – Building Reuse, All Categories

- improvements to real property, including, but not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression system, roofing, flooring, carpentry, drywall, paint, etc.
- a company owned or operated by any project partner may not be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's NC General Contractor's license must be included in Tab 3 of the application materials

Ineligible Expenses – Building Reuse, All Categories

- the following are examples of prohibited expenses and may not be submitted for reimbursement or to meet the matching funds requirement: building purchase, design costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, cranes, security, telephone, and computer hardware and software, solar panels, signage, landscaping, silo and other ancillary structures, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not comprehensive and specific items of concern should be discussed with program staff.
- renovations for housing or government uses are not eligible

INFRASTRUCTURE ELIGIBLE PROJECTS AND EXPENSES

- construct public infrastructure improvements
- upgrade or repair of public drinking water or wastewater treatment plants
- upgrade, extensions, or repair of public water or sewer lines
- publicly owned natural gas lines (requires an executed Pipeline Construction, Operating and Resale Agreement)
- installation or extension of public broadband infrastructure
- construction of publicly owned access roads not funded or owned by the Department of Transportation
- construction of public rail spur improvements

Eligible Expenses – Infrastructure

- eligible expenses include planning, materials, labor, and administration to complete public infrastructure improvements

Ineligible Expenses – Infrastructure

- privately owned infrastructure improvements
- projects that address building construction
- land acquisition costs or fees with the exception those associated with public easements for the project

JOB CREATION REQUIREMENTS

- Applicants must show that the improvements will result in the creation of new, full-time jobs in the private sector within 18 months of the grant award. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are ineligible.
- Each position must be filled with one full-time employee. Full-time employment is defined as one person working at least 35 hours per week, whose wages are subject to withholding, and who is employed in a permanent position.
- Priority will be given to projects that offer higher salaries/wages and provide at least 50% employer-paid health benefits to employees.
- The company must pay North Carolina Unemployment Insurance on each employee for whom a job is committed.
- The company will be expected to maintain all existing full-time jobs in North Carolina reported at the time of application (baseline) plus create the new, full-time jobs committed.
- The baseline will be established using the most recently filed NCUI 101 Form filed with the NC Department of Commerce Division of Employment Security at the time of application submittal.
- To meet the terms of the grant the company must maintain the baseline number plus the new, full-time jobs concurrently for at least six consecutive months.
- All participating companies must agree to provide the local government and the Department of Commerce access to company employment records necessary to verify the creation of new jobs.

LOCAL GOVERNMENT REQUIREMENTS & LIABILITIES

- The local government will coordinate and oversee all aspects of the project, including the application process, contracting process, reporting requirements, payments, job verification, and loan repayment if required.
- The local government is required to analyze the participating company's financial and organizational strength regarding its ability to successfully meet the terms of the job creation and maintenance requirements, and the ability to meet the potential for repayment of loan funds.
- In the event the company defaults on the job commitment, the local government is required to repay the loan to Commerce irrespective of whether the funds are collected from the property/business owner.
- When the improvements are owned by the local government, state regulations regarding procurement, including N.C.G.S.14-234 are required.
- Local governments are subject to state audit and reporting requirements.

MATCH REQUIREMENTS

- A cash match equivalent to at least 5% of the grant amount is required for all projects.
- The cash match shall come from local resources and may not be derived from other State or federal grant funds.
- Costs that are ineligible for grant funding may not be considered for the match. The only exception is paid grant administration when paid to an organization separate from the applicant organization.
- In-kind match is not allowable.
- In addition to the 5% match described above, the building reuse program requires a dollar for dollar match up to the total grant amount.

REPAYMENT REQUIREMENTS

- If job creation goals are not met, a pro-rata share of funds for each job not created must be repaid to the Department of Commerce by the local government.
- For Building Reuse projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the property owner.
- For Infrastructure projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the company owner.
- Repayment forgiveness is offered upon the successful verification of the required job creation by the Department of Commerce.

APPLICATION CHECKLIST

Submit a complete application package **including the application form and the documents listed within the checklist below. Please submit one complete pdf (pages 6-10 of this document and all materials required for Tabs 1-5) to reireports@commerce.nc.gov.**

Tab 1

☐ **Application Form.** The form should be signed by local government chief elected official.

☐ **Local Government Resolution**. Submit a signed resolution adopted by the governing board in support of application submission to the Department of Commerce. The resolution must state the purpose of the project, indicate the local government's support for the project, and commitment to provide a cash match of at least 5% of the grant request amount toward the project.

Tab 2

☐ **Job Commitment Letters.** Submit a signed letter of job commitment from each company that will participate in the project.

The letter should include **(1)** the number of existing full-time and part-time employees (listed separately) at all company locations in North Carolina, and **(2)** the number of new, full-time jobs to be created by the company and maintained concurrently for six-consecutive months within two years of the grant award date. The letter must be printed on the company's letterhead and signed by the company's Chief Executive Officer, Chief Financial Officer or President.

☐ **Employer's Quarterly Tax and Wage Report—NCUI 101 Form(s).** Submit a copy of the of the *Employer's Quarterly Tax and Wage Report* (NCUI 101 form) for each company that will commit jobs to the project. The form must have been filed with the North Carolina Department of Commerce Division of Employment Security for the quarter ending closest to the application deadline. The entire Social Security Number for each person should be redacted (blacked out). The name and wages must remain readable. Any discrepancy in the number of employees listed on the NCUI 101 form(s) for the last month of the quarter and the number reported in the Job Commitment letter must be thoroughly explained in the narrative section of this application.

NOTE: *If any company has more than one location in North Carolina, a NCUI-101 multi-site report or forms for each company location must be provided.*

☐ **Business Financial Documents.** Submit a copy of the most recent three years of certified or CPA prepared financial statements that include Balance Sheet, Income Statement and Statement of Cash Flows for each non-start-up company participating in the project.

Tab 3 – *Building Reuse Projects Only*

☐ **Line Item Budget.** Submit a line item budget that lists the proposed renovation/construction expenses and the cost for each expense (example expenses include, but are not limited to: HVAC, electrical, plumbing, roofing, flooring, painting, etc.).

☐ **Cost Estimates.** Submit cost estimates for each expense identified in the line item budget. The estimates must be prepared by a contractor, sub-contractor or architect and provided on that company's letterhead. A company owned or operated by any project partner may not provide estimates or be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's valid NC General Contractor's license must be included in this section of the application materials.

☐ **Site Control Documents.** Submit a copy of the property deed. Also, if the job creating company does not own the building, submit a copy of an executed lease agreement. If the property ownership will

change, provide a detailed explanation of the real estate transaction that will occur with the legal names of the seller and buyer and date that the sale will close. Once the transaction is complete, a copy of the new deed must be submitted. The project will not be placed under contract until all correct, complete site control documents are received

☐ **Tab 3 – *Infrastructure Projects Only***

☐ **Preliminary Engineering Report (PER).** The PER should detail the proposed improvements and the current infrastructure that supports the proposed improvements. The PER should be sealed and dated and include an opinion of cost that is not more than six months old at the time of the application. The PER should include a map that shows the location of the business(es) as well as the location of the current infrastructure serving the project area and the proposed infrastructure improvements that will be supported through the project assistance.

☐ **Line Item Budget.** Submit a line item budget that lists the expenses associated with the proposed infrastructure improvements and the cost for each expense.

☐ **Proof of Funding Availability.** Submit a signed letter of funding availability from each source of funds committed for the project. The total of all funding commitment letters must meet or exceed the total project cost. If loan or other grant funds are pledged, a loan/grant commitment letter from each source of funds must be included.

Tab 4

☐ **Photographs.** Submit photographs representative of the proposed project. Include digital copies on a flash drive along with printed copies.

Tab 5 – *Start-Up Businesses Only*

☐ **Business Plan**. A complete and detailed Business Plan that includes three years of financial projections (including balance sheets, cash flow statements and income statements) along with a Source and Use of Funds statement, with detailed assumptions upon which the financial projections were built. The Business Plan must also include a marketing plan that details what the company plans to sell and how they will market the product or service. The Business Plan should also provide a thorough description of the management team and the members' background that support the success of the venture. A description of the company's competitors should be provided, with an explanation of how the company will garner its expected share of the market.

☐ **Capital Plan.** Details and evidence regarding the capital that has been or will be raised. This must include where the capital is currently on deposit and the total amount that is required to launch the business and sustain it in the early years. A letter from the depository holding the funds in escrow can serve as proof of the available capital.

- Evidence of initial capitalization (loans, private investor commitments), as well as the ability to meet working capital needs must be provided.
- A commitment letter from a bank for an operating line of credit needed to fund the "cash cycle" of the business and provide for unforeseen needs. In addition, the source of the funding for any machinery and equipment required for the project.

☐ **Articles of Incorporation**. For each start-up company submit a copy of the company's "Articles of Incorporation" filed with the NC Department of the Secretary of State.

☐ **Contracts with potential customers or letters of intent to buy from the company when it begins operations.**

☐ **Copies of the bylaws, shareholder agreement or operating agreement of the business.**

☐ **Copies of any certifications by regulatory bodies necessary to operate the business.**

☐ **An understanding with the principal owners that they may be required to sign a personal guarantee of the performance of the grant and provide complete personal financial statements for each guarantor.**

APPLICATION SUBMISSION

Applicants should submit pages 6-10 of this application package including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package. Full applications should be emailed by 5:00 p.m. on the selected full-application deadline. The full list of application deadlines can be found on the Commerce website at www.commerce.nc.gov/ruralgrants

E-Mail Application Materials:

reireports@commerce.nc.gov

Rural Engagement & Investment Programs Rural Economic Development Division North

Rural Economic Development
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT C
2026-029-3201-2587

Buncombe County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan") with **Southeastern Container, Inc., a corporation** (the "Owner" and, together with the Governmental Unit, the "Parties"). The effective period of this LBC shall commence **2/19/2026** ("Effective Date") and shall terminate **2/19/2028** ("Termination Date") unless terminated on an earlier date under the terms of this LBC or unless extended for an express term in writing by the Governmental Unit (such period of time running from the Effective Date to the applicable Termination Date described above shall constitute the "LBC Term"); and

The North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina (the "State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

The Grant is memorialized in an agreement (the "Agreement") between Commerce and the Governmental Unit, which is included as Exhibit A, and the Agreement includes this LBC; and

The Rural Authority awarded the Grant: (1) based on the Application filed by the Governmental Unit and any subsequent materials supporting the Application that have been approved of by Commerce in writing, all of which are incorporated into the Agreement by reference; (2) based on the representation in the Application that the Owner owns certain real property located at:

1250 Sand Hill Rd
Enka, NC 28728

in **Buncombe** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and may be amended, modified or supplemented and applied accordingly to the Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations and/or construction work at the Property (altogether, the "Project," as summarized in the Agreement); and

The Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

In consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. OBLIGATIONS

1.1 Loan.

a) The Governmental Unit loans to the Owner the sum of **100,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. The Agreement refers to the entity (or entities, as applicable) required to create and maintain certain New Jobs, as defined in Paragraph 1.2 of this LBC, to complete the Project under this LBC as the "Business," the "Employer" and the "Business" (collectively, the "Business"). The Owner acknowledges that the Owner must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 1.2 below.

1.2 New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs.

a) A "New Job" means any job or jobs filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, are eligible for all benefits generally available to all full-time employees of the Business, and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes, and shall be over and above the **204** full-time jobs in North Carolina that the Business reported having at the time of the Application for the Project (the "Baseline Number"). The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **12** New Jobs prior to the Termination Date, unless this term is extended pursuant to Subsection 1.10 of the Agreement. Separate from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

1.3 Verification of New Jobs.

a) When the New Jobs required by Subsection 1.2 of this LBC have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify the creation and maintenance of New Jobs, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees, and the satisfaction of all other conditions and terms of this LBC and the Project. Additionally, the Business must certify its performance by submitting a certification form at closeout (the Job Certification Form can be accessed at www.commerce.nc.gov/ruralgrants. Failure of any Business to provide access to records upon request, or failure to certify to its performance, shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion

of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 1.4(b)(i) below.

1.4 Repayment Requirements and Remedies

a) The repayment requirements and remedies addressed in this Subsection 1.4 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b) The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 1.2 and that failure to create and/or maintain them will constitute a material default of this LBC.

1. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **$ 8333.33** (the amount of Loan funds granted by Commerce to the Governmental Unit divided by the number of New Jobs required to be created in Paragraph 1.2) and (ii) (the number of New Jobs required to be created in Paragraph 1.2, minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months).

2. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 1.2, the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 1.4 (b)(i). Any modification to the amount calculated for repayment in accordance with Paragraph 1.4 (b)(i) must be approved by Commerce in writing.

3. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. Upon default in such payment, the

Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

c) If there is a breach of any of the requirements, covenants, or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 1.4(b)(i) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants, or agreements include but are not limited to Paragraphs 1.1, 1.2, 1.5, 2.2, 5.3 and 5.4 of this LBC.

1.5 Changes in the Project or Other Conditions.

a) A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the LBC, the required number of New Jobs, the Baseline Number of jobs, the preliminary engineering report, any cessation of business by the Business and any filing of bankruptcy by the Business. There shall be no Project Changes, unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

b) Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Loan Funds. The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds. The improper expenditure of Loan funds may result in repayment of those funds by the Owner to the Governmental Unit or Commerce.

2.2 Owner Representations and Warranties. The Owner hereby represents and warrants that:

a) The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state, or local taxes, licenses, or fees.

b) This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms, and the execution and delivery of this LBC have been authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement, or undertaking to which the Owner is a party or by which it is bound.

c) To the Owner's knowledge, there is no action, suit, proceeding, or investigation at law or in equity before any court, public board or body pending, or threatened against or affecting the Owner that could or might adversely affect the Project, the creation of the New Jobs, or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.

d) Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding, or investigation at law or in equity before any court, public board, or body pending, threatened against, or affecting any Business that could or might adversely affect the Project, the creation of the Jobs, or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC, or the ability of any Business to create the Jobs specified herein.

e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

f) The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

g) A cash match grant, loan, or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have been derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Records.

a) The Owner shall maintain and cause any Business to maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b) The Owner shall retain and cause any Business to retain all financial records, supporting documents, and all other pertinent records related to this LBC, the Loan, and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.2 Monitoring, Reports and Auditing.

a) The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State in such form as they may request, including after the Termination Date. The Owner grants and shall cause any Business to grant the Governmental Unit or the State and any of its authorized representatives, at all reasonable times and as often as necessary (including after the end of the LBC Term), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. Additionally, the Owner agrees to comply and to cause any Business to comply at any time, including after the end of the LBC Term, with any requests by the State for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

3.3 Termination.

a) If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC, or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice to the Owner. The effective date of such termination will be in Commerce's or the Governmental Unit's sole discretion and will be included in the written notice of termination. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments under this LBC or the Agreement. Further, upon such termination, the Owner shall not expend

any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.

b) If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice. Notice of such termination will specify the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments under this LBC or the Agreement. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.

3.4 Availability of Funds.

a) The obligations of the State (including the Rural Authority and/or Commerce) to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice to the Owner. The effective date of such termination will be in Commerce's or the Governmental Unit's sole discretion and will be included in the written notice of termination. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments under the LBC or the Agreement. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

SECTION 4. WAIVER

4.1 No Waiver by Governmental Unit or the State.

a) Failure of the Governmental Unit or the State (including the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision, or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Action.

a) The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Third-Party Beneficiary. The Parties agree that the State (including Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

5.2 Independent Status of the Parties.

a) The State and the Governmental Unit are independent entities from one another and from the Owner and any third party (including any Business). The Agreement, the LBC, the Project, and any actions taken pursuant to the Agreement, the LBC, and the Project shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business) nor shall they be construed to make any employees, agents, or members of the Owner or any third party (including any Business) into employees, agents, members, or officials of the Governmental Unit or the State. Neither the Owner nor any third party (including any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

b) The Owner and any third party (including any Business) shall be responsible for payment of all their expenses, including rent, office expenses, and all forms of compensation to their employees, including worker's compensation insurance to the extent required for their operations, and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes, or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project.

5.3 Liabilities and Loss.

a) The Owner hereby agrees to release, indemnify, and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents, and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property, or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.4 Cessation, Bankruptcy, Dissolution, or Insolvency.

a) The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself, and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all Loan funds. Further, any merger, consolidation, or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.

b) Other than as provided for in Paragraph 5.4(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the end of the LBC Term, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit, and shall return all unspent

Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution, or insolvency law.

c) If the Owner fails to provide the Governmental Unit notice of the Owner or any business ceasing to do business or becoming the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the end of the LBC Term, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution, or insolvency law.

d) Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service, or upgrade real or personal property of the Owner; (2) seasonal shutdowns of operations, as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure, as described below); and (3) under the circumstances for the period of time described in Subsection 5.16 below.

5.5 Nondiscrimination.

a) The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this LBC or the Project.

5.6 Compliance with Laws.

a) The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal, and local governments which may in any manner affect the performance of the LBC or the Project. This includes compliance with all applicable federal, state, and local environmental laws and regulations.

b) The Business and the Owner shall obtain all required environmental permits necessary for the Project prior to requesting funds and shall maintain those permits for the duration of the LBC Term. Failure to obtain and maintain any required environmental permits may result in repayment of funds in Commerce's or the Governmental Unit's sole discretion.

5.7 Non-Assignability.

a) The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; however, claims for money

due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.

5.8 Personnel.

a) The Owner represents that it and any Business have, or will secure at their own expense, all personnel required to monitor, carry out, and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

5.9 Other Agreements.

a) The Owner warrants that, if it is a party to a separate grant agreement or a loan with the State, then it shall remain in full compliance with that separate grant agreement or loan and with this Agreement. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.10 Notice.

a) Unless Commerce approves an alternate method of delivery, notices, reports, and certifications under this Agreement shall be sent by certified mail, return receipt requested; hand delivery; or by overnight courier; or email, or other method approved by the Parties, as follows, unless the relevant Party provides prior written notice of a change in the following contact information:

If to the Governmental Unit: Attn: _____

_____

_____

_____

_____

To the Owner: Attn: _____

_____

_____

_____

_____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

5.11 Entire Agreement.

a) This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein and shall not be amended, modified, or altered, except pursuant to a writing signed by both Parties.

5.12 Execution.

a) This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC, which shall be sufficiently evidenced by one of such original counterparts.

5.13 Construction, Jurisdiction, and Venue.

a) This LBC shall be construed and governed by the laws of the State of North Carolina.

b) The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LBC, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.14 Severability.

a) Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.15 Force Majeure.

a) If (a) during the LBC Term, the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events; (b) such damage or destruction was not principally caused by the Owner's negligence, willful misconduct, or violation of applicable law; (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly; and (d) as a direct result of such damage or destruction, the Owner cannot satisfy the requirements and obligations of Sections 1 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 1 of this Agreement, provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty-day period to allow the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Limited Waiver of Confidentiality
BUILDING REUSE PROGRAM

EXHIBIT D

2026-029-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Buncombe County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line-item unemployment insurance tax or other tax or wage information.

_____
Signature Chief Financial Officer or Other Authorized Company Official

_____ , _____
Print Name Title

_____
Date

SOUTHEASTERN CONTAINER INC.

and

BUNCOMBE COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

Dated as of August 18, 2026

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT ("**Agreement**") is dated as of 18th day of August, 2026 ("**Effective Date**"), and is between **SOUTHEASTERN CONTAINER INC.,** a North Carolina limited liability company, and **BUNCOMBE COUNTY**, a public body politic and a political subdivision of the State of North Carolina ("County").

R E C I T A L S:

WHEREAS, **SOUTHEASTERN CONTAINER INC.** is an injection molding and blow molding manufacturer, locally headquartered in Enka, NC;

WHEREAS, **SOUTHEASTERN CONTAINER INC.** currently employs 96 employees at its manufacturing facility located at 1250 Sand Hill Rd, Enka NC, 28728 ("Facility");

WHEREAS, **SOUTHEASTERN CONTAINER INC.** desires to expand the Facility by investing $31,300,000 and creating 12 new full-time project-related jobs that pay an average wage of $32.90, not including benefits ("Project");

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

WHEREAS, **SOUTHEASTERN CONTAINER INC.** informed the County that if the County did not promise such economic development incentives, then **SOUTHEASTERN CONTAINER INC.** may not complete the Project;

WHEREAS, in exchange for the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least $31,300,000 and 12 new full time project related jobs with an average wage of $32.90 per hour, as described above, the County proposed to pay **SOUTHEASTERN CONTAINER INC.** local incentive grants in the total cumulative amount of $80,000 ($75,000 for one-time incentives and $5,000 for potential additional incentives for hiring commitments) to be paid at the completion of the project on or after April 30th, 2029; and

WHEREAS, confirmations of the capital investment and improvements will be determined by the Buncombe County Tax Department and jobs and wages will be confirmed by the figures show on filings by **SOUTHEASTERN CONTAINER INC.** with the N.C. Employment Security commissions as to unemployment compensation taxes.

WHEREAS, the County has also applied to the North Carolina Department of Commerce for a Building Reuse grant in support of **SOUTHEASTERN CONTAINER INC.'S** capital investment to preserve their facility and in support of the creation and retention of jobs in the course of completing the renovations and construction work.

WHEREAS, the County received notification from the North Carolina Department of Commerce of a contingent award of $100,000 for the Building Reuse grant.

WHEREAS, the Building Reuse grant award is contingent on the County's providing a local 5% grant ($5,000) local match, which was approved by the Buncombe County Board of Commissioners in a Public Hearing on August 18th, 2026; and as a component of this State Program, the County, as the applicant, is required to administer the State Program and the County has agreed to do so and accepted the grant award.

WHEREAS, When approved and executed, this Economic Development Agreement will meet the State Program's grant match and grant administration requirements.

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

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

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

"Abandonment of Operations" means that for a period in excess of four continuous months Southeastern Container Inc. ceases manufacturing operations at the Facility.

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

"Confirmation Date" means the scheduled future dates when **Southeastern Container Inc.** will submit a certified confirmation letter to the County stating that all investment and job creation commitments have been met or maintained during the Retention Period as defined below. The Incentive Confirmation Dates for this agreement include April 30, 2027, April 30, 2028, and April 30, 2029.

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

"Direct Investment" means the increase in property tax value attributable to property (before depreciation) in the County owned by Southeastern Container Inc. after the effective date of this Incentive Agreement as determined by the Buncombe County Tax Department in accordance with applicable law, regardless of the funding sources for said property. Direct investment may include facilities and business personal property, but does not include land acquisition. Per NCGS 105-308, Southeastern Container Inc. must file Business Personal Property listings with the Buncombe County Tax Department by January 31st. Southeastern Container Inc. may only claim those direct investments that are reported in such filings. Direct Investment in this agreement refers to the capital investment in new construction and

improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least $31,300,000.

"Facility" the Property and improvements located at Sand Hill Rd, Enka, North Carolina.

"Full-Time Project Related Jobs" means the total number of new full time employees employed by Southeastern Container Inc. in connection with the Project as of April 30th, 2029. Such employees may be hired at any time on or prior to April 30th, 2029 so long as Southeastern Container Inc. hires the required number of new full time employees as specified herein being paid at the average wages as set forth herein. "Part-Time" or "Temporary" employees may not be counted towards the "Full-Time Project Related Jobs" commitment. Full-Time Project Related Jobs in this agreement refers to the Southeastern Container Inc.'s creation of 12 new full time jobs that pay an average wage of $32.90, not including benefits.

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

"Project" has the meaning specified in the Recitals.

"Retention Period" is the period of time that the Southeastern Container Inc. must maintain jobs and investment commitments. For this agreement, the Retention Period is May 1, 2029 through April 30, 2032.

"State" means the State of North Carolina.

"State Program" means the N.C. Commerce Building Reuse Grant Program.

1.2 **Rules of Construction**. Unless the context otherwise indicates:

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

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

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

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

ARTICLE II

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

ARTICLE III

SOUTHEASTERN CONTAINER'S COMMITMENTS

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

Specifically, Southeastern Container Inc. agrees to meet or exceed the following Performance Commitments:

(a) Southeastern Container Inc. will create twelve (12) new Full-Time Project Related Jobs by the Confirmation Date.

(b) Southeastern Container Inc. will keep and maintain the currently existing ninety-six (96) full-time jobs it currently has in Buncombe County.

(c) Southeastern Container Inc. will maintain at the Facility for an six (6) year period running from August 18, 2026 through April 30, 2032 ("**Retention Period**"), both the twelve (12) Full-Time Project Related Jobs as well as the current ninety-six (96) full-time jobs it has in Buncombe County (collectively, "**Jobs Minimum**"). It is expressly understood and agreed that the Jobs Minimum must equal or exceed one hundred and eight (108) Full-Time Jobs at all times during the Jobs Retention Period. Southeastern Container Inc. must submit an annual Confirmation Letter certifying that it meets or exceeds the required Jobs Minimum on or before April 30 of each year during the Jobs Retention Period. This will be determined based on the Statement of Deposits and Filings provided by Southeastern Container Inc. to the N.C. Employment Security Commission.

(d) Southeastern Container Inc. agrees that for the length of the Retention Period, the average wage level of the Full-Time Project Related Jobs specified in Section 2.1(a) above shall be at least thirty-two dollars and ninety cents ($32.90), not including benefits. The calculation of the average wages for Full-Time Project Related Jobs shall be done as of April 30 of each year during the Retention Period. This will be determined based on the Statement of Deposits and Filings provided by Southeastern Container Inc. to the N.C. Employment Security Commission.

(e) Southeastern Container Inc. shall make Direct Investment in new construction and improvements to the Facility as well as new machinery and equipment having a property tax value (before depreciation) of at least thirty-one million and three hundred thousand dollars ($31,300,000).

(f) Direct Investment (or replacement property of equal or greater value for property tax purposes before depreciation) shall remain in the County subject to ad valorem

property tax assessments through the end of the Retention Period. Southeastern Container Inc. must submit an annual Confirmation Letter certifying that it meets or exceeds the Direct Investment requirements. This will be determined based on filings by Southeastern Container Inc. with the Buncombe County Tax Department as to business personal property listings

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

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

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

3.4 Direct Investment and Jobs Minimum.

(a) If **Southeastern Container Inc.** does not make the Direct Investment on or before the scheduled Incentive Confirmation Date, then no incentive grants will be awarded.

(b) If **Southeastern Container Inc.** does not maintain the amount of investment throughout the retention period, then **Southeastern Container Inc.** will be subject to recapture as provided in **Article V**.

(c) If **Southeastern Container Inc.** does not create **twelve (12)** new Full-Time Project Related Jobs, the Jobs Minimum, on or before the scheduled Incentive Confirmation Date, then no incentive grants will be awarded.

(d) If **Southeastern Container Inc.** does not maintain the Jobs Minimum throughout the Retention Period, then **Southeastern Container Inc.** will be subject to recapture as provided in **Article V**.

ARTICLE IV

STATE PROGRAM

The parties understand and agree that the State Program is separate and apart from the terms and conditions of this Incentive Agreement.

For purposes of administration of the State Program, Southeastern Container Inc. understands that the Milestone Dates for compliance with reporting requirements with regard to the State Program shall be April 30, 2027 and April 30, 2028. The 2027 confirmation letter will serve to support required annual reporting and the 2028 confirmation letter will include Southeastern Container's request for disbursement of the incentive grant, based on performance outcomes. Southeastern Container Inc. will cooperate and take all necessary and appropriate actions to assist with the County's administration of the State Program, including providing documentation for all reports, which are due on January 15 and July 15 of each year.

The funds associated with the State program will be disbursed according to the State Grant Agreement, outlined in the below schedule. A combined State Program and Local Incentive Schedule is provided in Appendix A.

Confirmation Date	Disbursement Date	Job Commitment	Cumulative Investment Commitment	State Grant Amount	County Match
April 30, 2027	N/A	Progress Report	Progress Report	N/A	N/A
April 30, 2028	June 30, 2028	12	$8,205,624	$100,000	$5,000

State program funds will not be drawn down from the State by the County and disbursed to the company until the performance requirements are met and the supporting documentation has been provided. The confirmation letters outlined above will meet N.C. Commerce's reporting requirements. Upon completion of grant activities and confirmation that performance goals have been met, Southeastern Container will submit a Confirmation Letter to the County and request payment of State Program ($100,000) and County Match ($5,000) funds. An example of the Confirmation Letter and documentation is provided in Section XIII.

Southeastern Container Inc. understands and agrees that the county is assisting with the State Program as an accommodation to Southeastern Container, Inc. Accordingly, Southeastern Container Inc. shall indemnify, defend and hold harmless the County and its subsidiaries divisions, officers, directors and employees from all liability, loos, costs, claims, damages, expenses, attorney fees, judgements and awards arising or claimed to have arisen, from any injury or financial damage caused by, or allegedly caused by, either in whole or in part, any act or omission of the County or any employee, agent or assignee of the County. Southeastern Container Inc. shall indemnify the County in all instances except where the County is primarily negligent through an act or omission or where the County engages in gross negligence or willful misconduct. Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity.

And that the county's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to the County's self-insured claim policies and North Carolina law.

ARTICLE V

INCENTIVE GRANTS

To induce Southeastern Container Inc. to make the Direct Investment associated with the Project, to locate its expanded operations associated with the expanded employee base at its Facility, and to achieve the Jobs Minimum, the County commits to pay to Southeastern Container Inc. a grant on the date specified below ("**Future Incentive Payment**"). This Incentive Grant shall be in the amount of seventy-five thousand ($75,000) Dollars. **Southeastern Container** may be eligible for an additional Five thousand Dollars ($5,000) should it meet additional hiring commitments. To meet these additional hiring commitments, **Southeastern Container** must demonstrate its ability to hire from a population as defined in the Buncombe County Economic Development Policy (e.g., More Than a JOB NC program, non-violent offender) This documentation will be provided in the form of a certification letter. **Southeastern Container** will receive a prorated incentive for each employee hired, not to exceed Five-Thousand dollars ($5,000).

Confirmation Date	Disbursement Date	Job Commitment	Investment Commitment	Buncombe County Grant Amount	Buncombe County Hiring Grant
April 30, 2029	June 30, 2029	12	$31,300,000	$75,000	$5,000

Southeastern Container Inc. must submit a Confirmation Letter by the Confirmation Date in order to be eligible for the incentive grants. The Confirmation Letter will include employment and investment filings the N.C. Employment Security Commission and Buncombe County Tax Department respectively. The County shall review those filings and, if confirmed, pay the Incentive Grant by June 30th, 2029.

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

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

ARTICLE VI

REFUNDS

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

any additions whatsoever imposed on Southeastern Container Inc. above and beyond the refund amount due.

ARTICLE VII

ABANDONMENT OF OPERATIONS

If an Abandonment of Operations occurs at any time prior to April 30th, 2032, Southeastern Container Inc. shall refund to the County all Incentive Grants the County has already paid Southeastern Container Inc. within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on Southeastern Container Inc. above and beyond the refund amount due.

ARTICLE VIII

TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

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

(e) government moratorium;

(f) delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by Southeastern Container Inc. to obtain same;

(g) enemy or hostile governmental or terrorist action;

(h) act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;

(i) strike, lockout or a labor dispute involving entities other than Southeastern Container Inc. which causes Southeastern Container Inc. an inability to obtain labor or materials;

(j) delay in funding from any state or local government incentive to or for the benefit of Southeastern Container Inc., or;

(k) any other event, other than normal business exigencies, which is beyond the reasonable control of Southeastern Container Inc..

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

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

ARTICLE IX

ASSIGNMENT

Southeastern Container Inc. will have the right to assign this Agreement, and any rights, privileges, or claims under this Agreement, to any future purchaser or lessee of the Facility without the consent of the County. If the assignee agrees in writing to assume Southeastern Container Inc.'s obligations under this Agreement, then Southeastern Container Inc. will be relieved of its obligations under this Agreement. Southeastern Container Inc. will give the County written notice of any such assignment and assumption.

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

ARTICLE X

REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE XI

CONTINUING CONTRACT

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

ARTICLE XII

MISCELLANEOUS

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

Mediation

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

Legal Proceedings

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

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

If to Southeastern Container Inc., to:

Southeastern Container Inc.

If to the County, to:

Josh Hallingse
Director of Intergovernmental Relations
200 College Street, Suite 300

Asheville, NC 28801

With copy to:

Curt Euler
Buncombe County
Senior Staff Attorney
200 College Street, Suite 400
Asheville, NC 28801

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

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

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

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

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

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

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

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

before making any such disclosure.

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

ARTICLE XIII

CONFIRMATION LETTER AND DOCUMENTATION

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

Sample Confirmation Letter

To Whom It May Concern,

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

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

Below is a summary of EDA goals and actual performance.

Type	**Goal (for Year Requesting Disbursement)**	**Actual Performance (for Year Requesting Disbursement)**	**Goal Status (Achieved, Not Achieved)**	**Prior Year**	**Total (since EDA Award)**
Investment	$5,000,000.00	$5,123,987.00	Achieved	$1,234,698.15	$8,000,000
Jobs (Full-Time)	47	47	Achieved	12	64
Average Wage	$25.97	$32.23	Achieved	$15.05	$29.00
Health Insurance (Full-Time Employees)	50% cost covered	50% cost covered	Achieved	50% cost covered	50% cost covered
Employee Benefits (ex: childcare, transportation, etc.)	Documentation of benefits in addition to health insurance	Childcare costs subsidy, 401K matching at 5%, and employee cafeteria with subsidized meals	Achieved	Childcare costs subsidy, 401K matching at 5%, and employee cafeteria with subsidized meals	Employee benefits provided all years

Enclosed please find supporting documentation for the data provided above.

BY: _____
[Chief Executive Officer/Chief Financial Officer/President]

ATTEST:

_____
NAME, Southeastern Container Inc.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

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

_____
Notary Public

My Commission Expires:

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

Southeastern Container Inc.

By: _____
NAME / TITLE

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

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

_____
My commission expires: NOTARY PUBLIC

Sample Supporting Investment Documentation

Example investment documentation with redacted information.

BUNCOMBE COUNTY TAX ASSESSOR
LISTING DIVISION
94 COXE AVENUE
ASHEVILLE, NC 28801
(828) 250-4830
www.buncombecounty.org

Return by
JANUARY 31, 2018
to avoid a 10% penalty

BUSINESS LISTING FORM

Ext ✓

2018

ABSTRACT NUMBER	OWNER ID	LOCATION	DISTRICT CODES
			BUN, CAS

5732747-6035-1 3 6 6035 2 MB 0.423 37

Bus. Begin Date: 01/01/1957 Bus. Yr End:

Type of Bus: MANUFACTURING

Sole Prop: ( ) Partnership: ( ) Corp: ( ) LLP: ( ) LLC: ( )

Person to contact for additional information

Phone: FAX#

E-Mail:

OTHER NC COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

Please make any corrections to name, address and location that are needed

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

MACHINERY & EQUIPMENT

ACQUIRED YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
2006				
2005				
2004				
2003				
2002				
PRIOR				
TOTAL				

FURNITURE & FIXTURES

ACQUIRED YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
PRIOR				
TOTAL				

COMPUTER EQUIPMENT

ACQUIRED YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
PRIOR				
TOTAL				

EXPENSED ITEMS

CAPITALIZATION THRESHOLD:

ACQUIRED YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
PRIOR				
TOTAL				

IMPROVEMENTS TO LEASED PROPERTY

ACQUIRED YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
2006				
2005				
2004				
PRIOR				
TOTAL				

OTHER

ACQUIRED YEAR	PRIOR YR.	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
PRIOR				
TOTAL				

CONSTRUCTION IN PROGRESS (PLEASE ATTACH A DETAILED LIST)

Report 100% of cost of all personal property carried in a CIP account as of January 1, 2018 $

SUPPLIES ON HAND JANUARY 1, 2018

Beauty & Barber, restaurant, hotel & motel items medical, dental & professional, office, maintenance & janitorial, equipment spare parts & tools and fuel of all kinds etc.

Prior Year Supplies: Jan. 1 2018 Supplies:

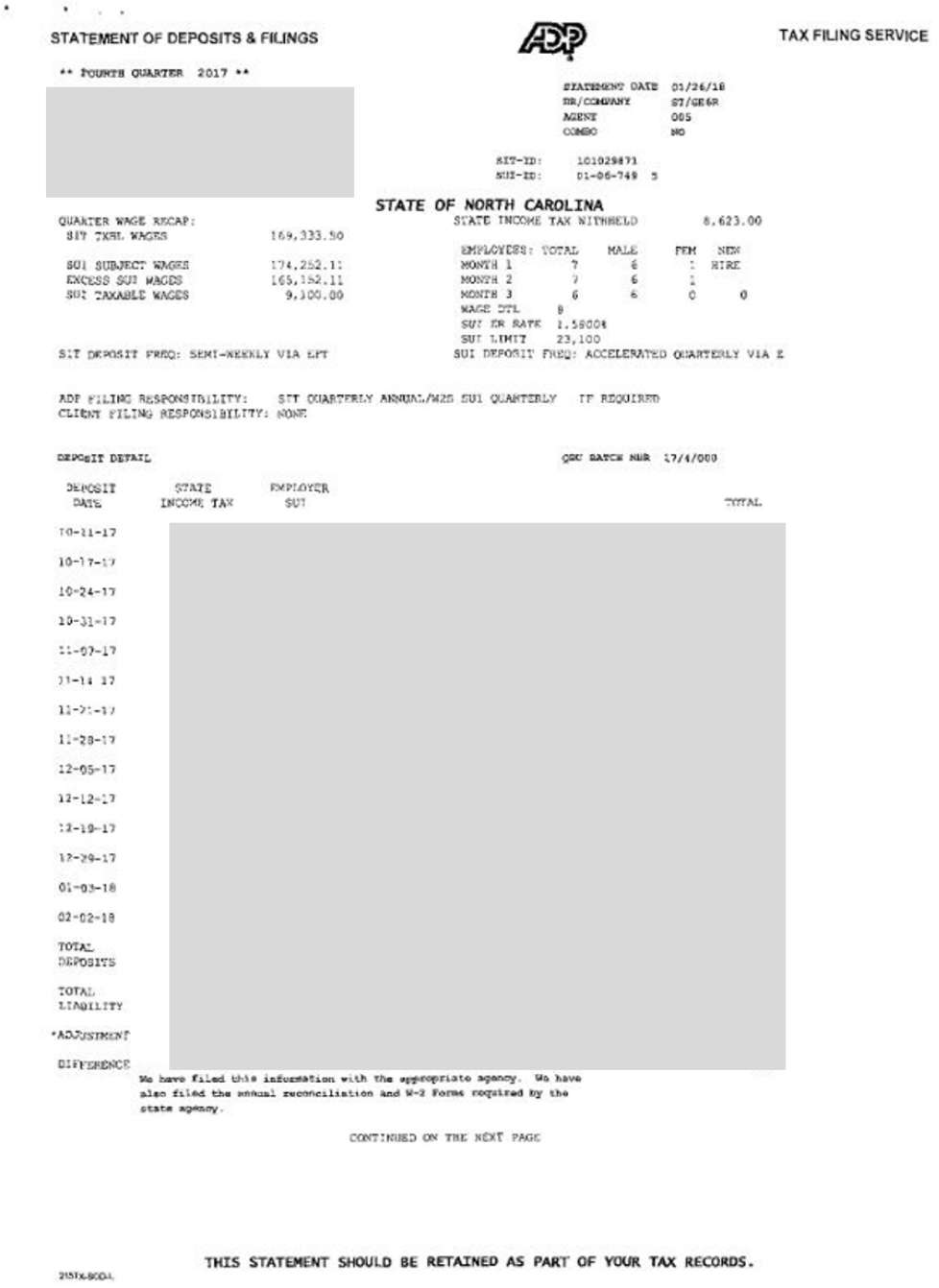
SCHEDULE B

OTHER EQUIPMENT OWNED AS OF JANUARY 1 BOATS & BOAT MOTORS, AIRCRAFT, MANUFACTURED HOMES (EQUIPMENT ADDED AFTER ORIGINAL PURCHASE SHOULD BE LISTED SEPARATELY) ATTACH ADDITIONAL SCHEDULE IF NECESSARY.

Property Type	Description: (Make/model/serial #, size, cost, registration #, location, year acquired)	Tax office use

Sample Supporting Job and Wage Documentation

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



STATEMENT OF DEPOSITS & FILINGS

TAX FILING SERVICE

** FOURTH QUARTER 2017 **

[redacted]

STATEMENT DATE 01/26/18
DR/COMPANY ST/GE6R
AGENT 005
COMBO NO

SIT-ID: 101029871
SUI-ID: 01-06-749 5

STATE OF NORTH CAROLINA

QUARTER WAGE RECAP:

SIT TAXBL WAGES	169,333.50
SUI SUBJECT WAGES	174,252.11
EXCESS SUI WAGES	165,152.11
SUI TAXABLE WAGES	9,100.00

STATE INCOME TAX WITHHELD 8,623.00

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

WAGE TTL 8
SUI ER RATE 1.5800%
SUI LIMIT 23,100

SIT DEPOSIT FREQ: SEMI-WEEKLY VIA EFT

SUI DEPOSIT FREQ: ACCELERATED QUARTERLY VIA E

ADP FILING RESPONSIBILITY: SIT QUARTERLY ANNUAL/W2S SUI QUARTERLY IF REQUIRED
CLIENT FILING RESPONSIBILITY: NONE

DEPOSIT DETAIL

QBC BATCH NBR 17/4/000

DEPOSIT DATE	STATE INCOME TAX	EMPLOYER SUI	TOTAL
10-11-17			
10-17-17			
10-24-17			
10-31-17			
11-07-17			
11-14-17			
11-21-17			
11-28-17			
12-05-17			
12-12-17			
12-19-17			
12-29-17			
01-03-18			
02-02-18			
TOTAL DEPOSITS			
TOTAL LIABILITY			
*ADJUSTMENT			
DIFFERENCE			

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

CONTINUED ON THE NEXT PAGE

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

215TX-SCD1

[Signature Page Follows]

SIGNATURE PAGE 1 OF 2 TO INCENTIVE AGREEMENT BETWEEN
Southeastern Container Inc**., and BUNCOMBE COUNTY**

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

[SEAL]

ATTEST:

By:_____
Printed Name:
Title:

Southeastern Container Inc.

By:_____
Printed Name:_____
Title:_____

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

[SEAL]

BUNCOMBE COUNTY

ATTEST:

By:_____
Printed Name:_____
Title:_____

_____
Sarah Gross, Clerk to the Board

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

_____
Name: Melissa Moore
Finance Officer
Buncombe County, North Carolina

Appendix A: Combined State Program and Local Incentive Schedule

Fiscal Year	Jobs Retained	Jobs Created	Total Jobs	Capital Invested	Confirmation Date	Payment Date	State Program Funds	Local Gov. Funds
2026	96	2	98	$13,900,000				
2027	98	10	108	$17,400,000				
2028	108	0	108	$0	4/30/2028	6/30/2028	$100,000	$5,000 (local match for State Program)
2029					4/30/2029	6/30/2029	N/A	$75,000 + $5,000 hiring incentive

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Grant Projects Ordinance

BOARD MEETING DATE: August 18, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Grants Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

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

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 18th day of August, 2026

Granting Agency:	NC Department of Commerce
Grant Name:	NC Commerce Rural Building Reuse Grant

Description:

This amendment establishes the budget for the NC Commerce Rural Building Reuse Grant. This grant totaling $105,000 ($100,000 grant funds + $5,000 County match) will pass through to Southeastern Container in support of economic development for the preservation of facilities located at 1250 Sand Hill Road in Enka and the creation and retention of jobs in the course of completing the renovations and construction.

Funding Source:

NC Department of Commerce Grant Funds - $100,000
Prior grant savings - $5,000

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
NC Commerce Rural Building Reuse Grant	$ 105,000	$ 105,000
TOTAL	$ 105,000	$ 105,000

ATTEST:

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Clerk to the Board

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

PUBLIC HEARINGS

Department: County Manager **Presenter(s):** Tyler Henry

Contact: Tyler Henry
Elizabeth Odderstol, Economic Development Program Analyst
Dana French

Subject: CDBG-DR Community Infrastructure - Public Hearing #1

Brief Summary:

Hold a public hearing in accordance with the Citizen Participation Plan for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Community Infrastructure application process.

Recommended Motion & Requested Action:

Hold public hearing.

Attachments:

1. Presentation

CDBG-DR Community Infrastructure
Public Hearing

Community Infrastructure

- **Total Funding Available**: $192M
- **Funding in First Round:** $55M
- **Max Award**: $15M
- **Eligible Applicants**
  - Local Governments
- No grant match required
- All “Most Impacted and Distressed” areas (MIDs) are eligible

Program Focus for First Round of Funding

- Shovel Ready Projects
- Projects that address unmet disaster needs
  - Restoring access to essential services
  - Repairing critical infrastructure
  - Strengthening community resilience
- Priorities for First Round of funding:
  - Water and Sewer (10 points)
  - Parks and Recreation Facilities (7 points)
  - Roads and Bridges (4 points)
- **Ineligible** project examples:
  - Emergency Operation Centers
  - Vehicles, non-permanently installed equipment, and routine maintenance
  - Projects located in Buncombe County that are also located within the City of Asheville

Community Infrastructure – Project Eligibility

In order to be eligible, projects must meet three criteria:

Tie-Back to the Storm	HUD National Objective	Eligible Activity Under Action Plan
Clear and documented connection between the proposed activity and the impacts of the disaster: - Physical damage - Economic damage - Vulnerability revealed or exacerbated by TS Helene - Mitigation needs	- Low- to moderate-income benefit (primary) - Urgent Need (secondary) - Eliminating slum and blight (secondary)	*Identified HUD-eligible activities in the Action Plan. The Community Infrastructure program prioritizes:* - Physical recovery from storm damage in commercial areas - Mitigation activities

Staff will consider alignment with Helene Recovery Plan and community feedback for other planning processes (Swannanoa SAP, Ped Plan, etc.) while developing potential projects.

Potential Projects

Buncombe County Parks Recovery & Resilience

- Goal: Rebuild Buncombe County Parks damaged by Hurricane Helene (Owen, Alexander, Lake Julian, etc.) to restore park services to pre-Helene levels and mitigate against future disasters; repairs will be made in alignment with future mitigation needs and community vision.
- Unmet Needs
  - Insufficient funding to complete repairs to Park System
  - Park Services have not yet been fully restored
- Deliverables
  - Restore and reconstruct critical park infrastructure damaged by Hurricane Helene
  - Rebuild park facilities and recreational amenities
  - Implement flood mitigation and ecological restoration measures
  - Enhance long-term resilience and accessibility
- Project Status
  - Pre-screening submitted to the State

Ferry Road Infrastructure to Enable Affordable Housing

- Goal: Build and improve essential infrastructure that will enable the development of affordable housing on the Ferry Road Affordable Housing Community site.
- Unmet Needs
  - Hurricane Helene damaged and destroyed 6,505 units of rental housing in Buncombe County, to date there has been insufficient funding to repair and replace rental units, deepening our existing affordability crisis.
  - The Ferry Road site lacks the infrastructure necessary to construct replacement rental units.
- Deliverables
  - Construct 0.65 miles of access road
  - Repair existing Ferry and Dry Ferry Roads
  - Build infrastructure to enable affordable housing development
- Project Status
  - Pre-screening submitted to the State

Community Resilience at County-Owned Facilities

- Goal: Provide comprehensive permanent power redundancy system for the county's critical facilities.
- Unmet Needs:
  - During the response period following the storm, our community lacked sufficient locations where residents could receive critical services
  - Facility upgrades are needed to improve existing county facilities, provide critical services, and mitigate against future events
- Deliverables: Generators, controllers and battery energy storage systems at the county’s critical facilities.
- Project Status
  - Pre-screening submitted to the State

DISCUSSION

Buncombe County Community Infrastructure Project Idea Summary

Project Concept	Tie-Back to the Storm	National Objective	Eligible Activity
Buncombe County Parks Recovery & Resilience	Physical damage to Parks	Urgent Need	Yes, restores access to services and meets priority for repair of public parks
Ferry Road Infrastructure to Enable Affordable Housing	Damaged and destroyed renter-occupied units	Benefit to low- to moderate-income clientele	Yes, physical improvement and road infrastructure to enable affordable housing
Sustainability Project	Improvements to essential facilities and mitigation for future events	Urgent Need	Yes, physical improvements to critical infrastructure and mitigation for future events

Timeline and Next Steps

July 6th, NOFO opened

July 21st, Commissio n's Briefing

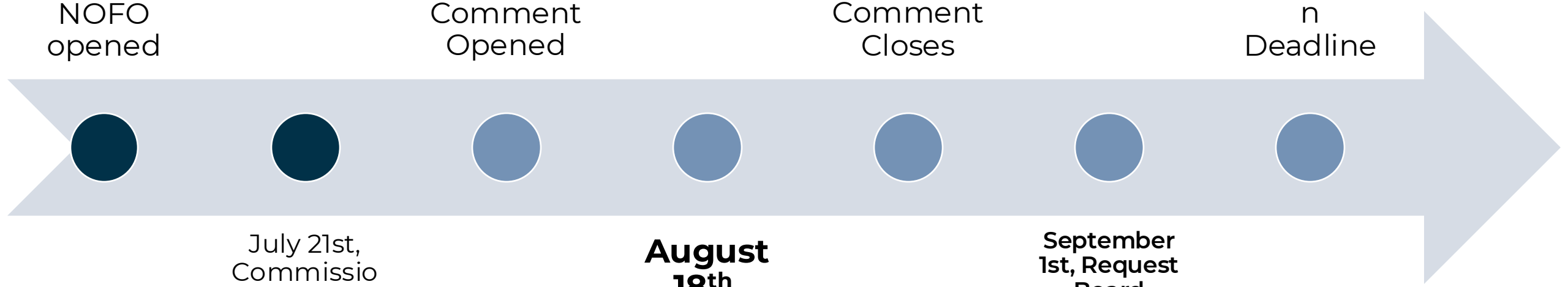
July 31st, Public Comment Opened

August 18th, Public Hearing

August 28th, Public Comment Closes

September 1st, Request Board Authorization to Submit Applications

Septembe r 16th, Applicatio n Deadline



Public Comment Details

Options for Submitting Public Comment:

- Written Comments, direct to:
  Buncombe County Helene Recovery Office
  200 College St, Asheville NC 28801

- Email Comments to:
  HeleneRecovery@BuncombeNC.gov

- Call the Recovery Office at:
  828-250-6100

Please include “Community Infrastructure Comment” when submitting comment through any of the above methods.

Public Comment will conclude on Friday, August 28th.

Questions?

Request for Board Action

Requested Board Action:

Hold a public hearing in accordance with the Citizen Participation Plan for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Community Infrastructure grant application process.

APPENDIX

Overview: CDBG-DR Basics

- CDBG-DR: appropriated by Congress and allocated by HUD to rebuild disaster-impacted areas by funding **housing, infrastructure,** and **economic revitalization** activities
- Uses of CDBG-DR funds must meet three basic criteria:
  1. ***Tie-back to the Disaster*** by addressing a direct or indirect impact
  2. ***Meet a CDBG National Objective***: Benefit LMI persons, prevent or eliminate slums/blight, or address an urgent need
     - 70% of DR funds must benefit LMI persons
  3. ***Eligible Use*** under section 105 of the Housing and Community Development act or be allowed by waiver
- Funds must benefit the **Most Impacted and Distressed (MID)** areas
  - 80% of funds must be spent in HUD-identified MIDs
  - Further defined in the Action Plans
- "Funding of last resort": projects require duplication of benefit analysis
  - Funds can benefit FEMA-PA or HMGP projects OR "stand alone" unmet needs

Overview: CDBG-DR Process

- Funding Recipients must publish detailed documents and engage communities in order to justify expenditure of funds:
  1. Action Plan
  2. Programs & Policies
  3. Notice of Funding Opportunity
- Recipients can manage funds by:
  1. **Managing programs** (ex: DCR's RenewNC Single Family program)
  2. Awarding funds to **subrecipients** to manage activities (ex: the city of Asheville's Small Business Support Program)
  3. Awarding through **competitive NOFOs** (ex: COA's Multi-Family NOFO, the upcoming State CI and CDR opportunities)

North Carolina Competitive Grant Program Timeline

	Action Plan	Policies and Procedures	*Pre-Screening*	Notice of Funding Opportunity #1	Notice of Funding Opportunity #2
Multi-Family Housing Large Construction (LIHTC)	Completed	Completed	*N/A*	N/A*	N/A
Multi-Family Housing Large Construction (non-LIHTC)	Completed	Completed	*Open*	Opened June 25th	N/A
Community Infrastructure	Completed	Completed	*Open*	Opened July 6th	Anticipated Fall 2026
Commercial District Revitalization	Completed	Completed	*Open*	Opened on April 6th	Anticipated Fall 2026

*The State is working with NCHFA to manage the funding for “Large” projects (LIHTC).

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

PUBLIC HEARINGS

Department: Planning - Long Range Planning

Presenter(s): Shannon Capezzali, Planner III

Contact: Gillian Phillips, Principal Planner

Subject: ZPH2026-00024 KOA Map Amendment (US Hwy 70)

Brief Summary:

ZPH2026-00024 KOA Map Amendment: Kampgrounds of America Inc. applied to rezone two (2) parcels of land with the addresses 517 Lazy Bear Blvd. and 99999 US Hwy 70 further identified as PINs 9699-70-6736 and 9699-71-5166 from CS Commercial to R-3 – Residential.

Recommended Motion & Requested Action:

A. The Board approves the text amendment as it is consistent with the Buncombe County 2043 Comprehensive Plan.
B. The Board denies the text amendment as it is NOT consistent with the Buncombe County 2043 Comprehensive Plan.

Attachments:

1. Presentation
2. MAPS
3. MAPS - Proposed Zoning
4. Application
5. APPROVE ORDINANCE - BOC Ordinance-8.18.2026
6. REJECT AMENDMENT - BOC Reso_8.18.2026
7. Staff Report - ZPH2026-00024 KOA
8. Signed Planning Board Resolution

ZPH2026-00024 KOA
Zoning Map Amendment

Presented by

Shannon Capezzali

Planning & Development Department

Hearing Notification

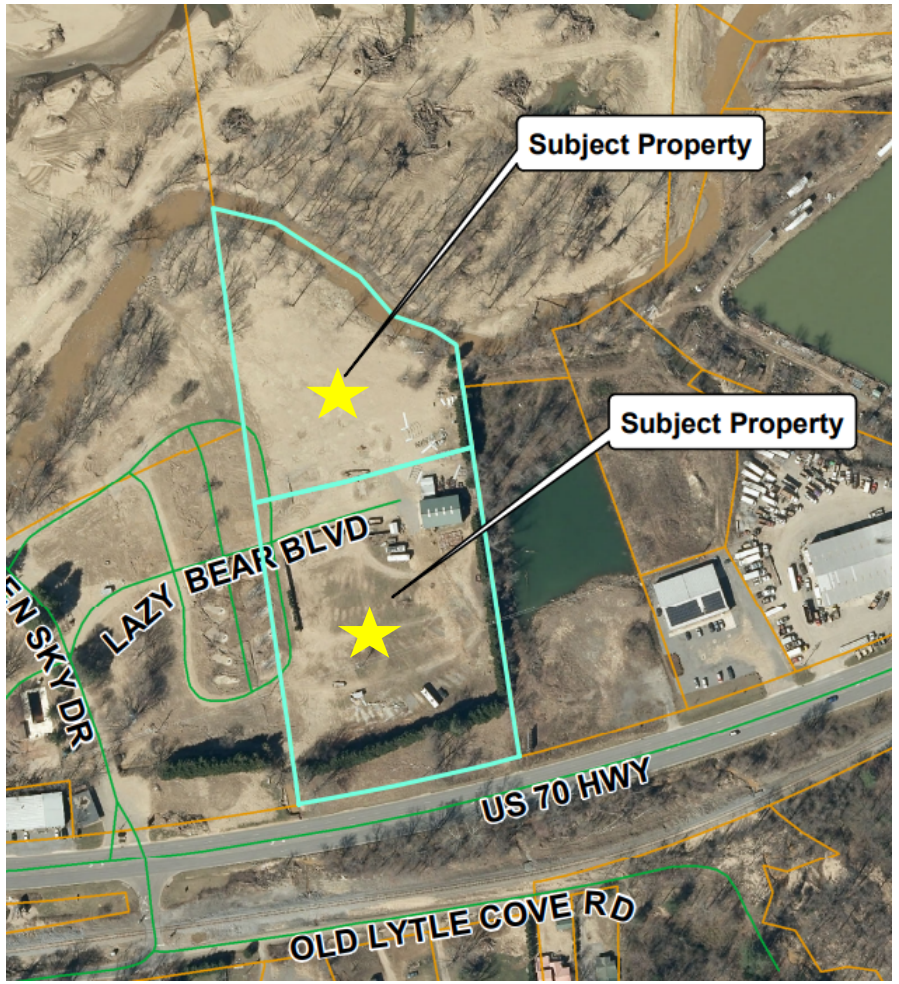
- ✓ CASE NUMBER: ZPH2026-00024
- ✓ Notice in Asheville Citizen Times legal ad: 8/5/26 & 8/12/26
- ✓ Notice mailed to owners within 1,000 ft: 8/3/26
- ✓ Physical posting: 8/6/26
- ✓ Notice on BC Website: 8/6/26
- ✓ Public Hearing: 8/18/26

Applicant Information

- ✓ Applicant: Kampgrounds of America Inc.
- ✓ Owner: Kampgrounds of America Inc.
- ✓ Address: 517 Lazy Bear Blvd., unaddressed parcel at US Hwy 70

Property Information

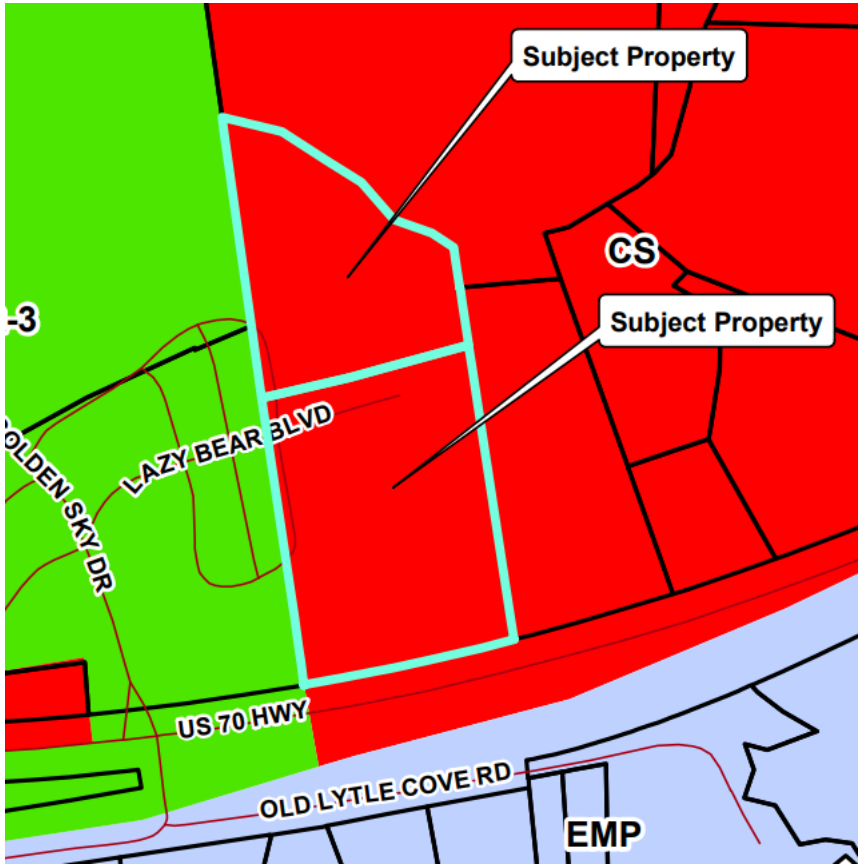
- ✓ 6.77 acres (2 parcels)
- ✓ Current Use: Camps, Cottages, & RV park and Commercial vacancy
- ✓ MSD & Public water



Rezoning Information

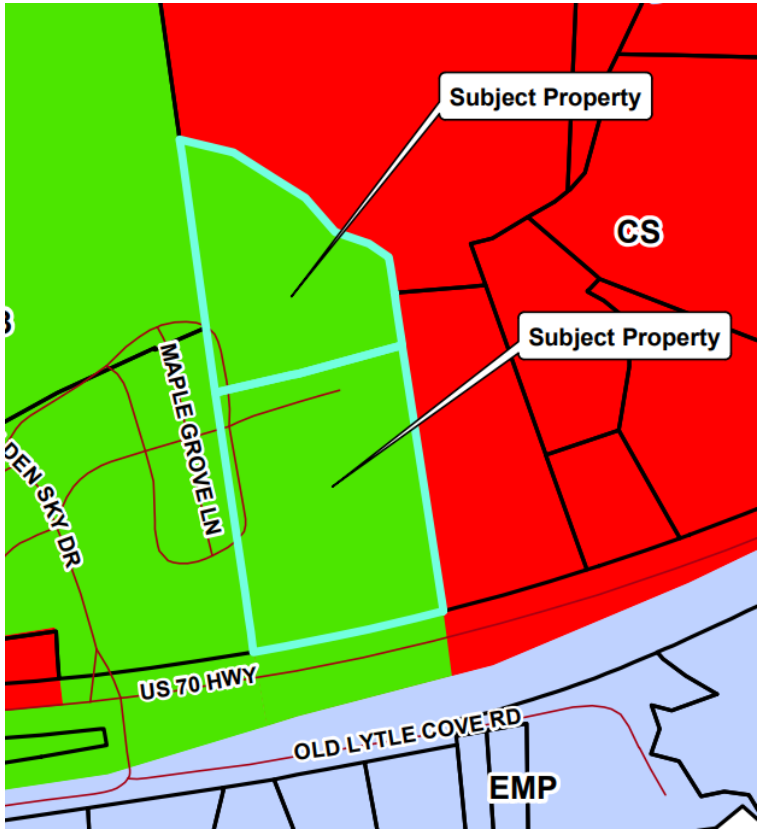
Current Zoning:

CS

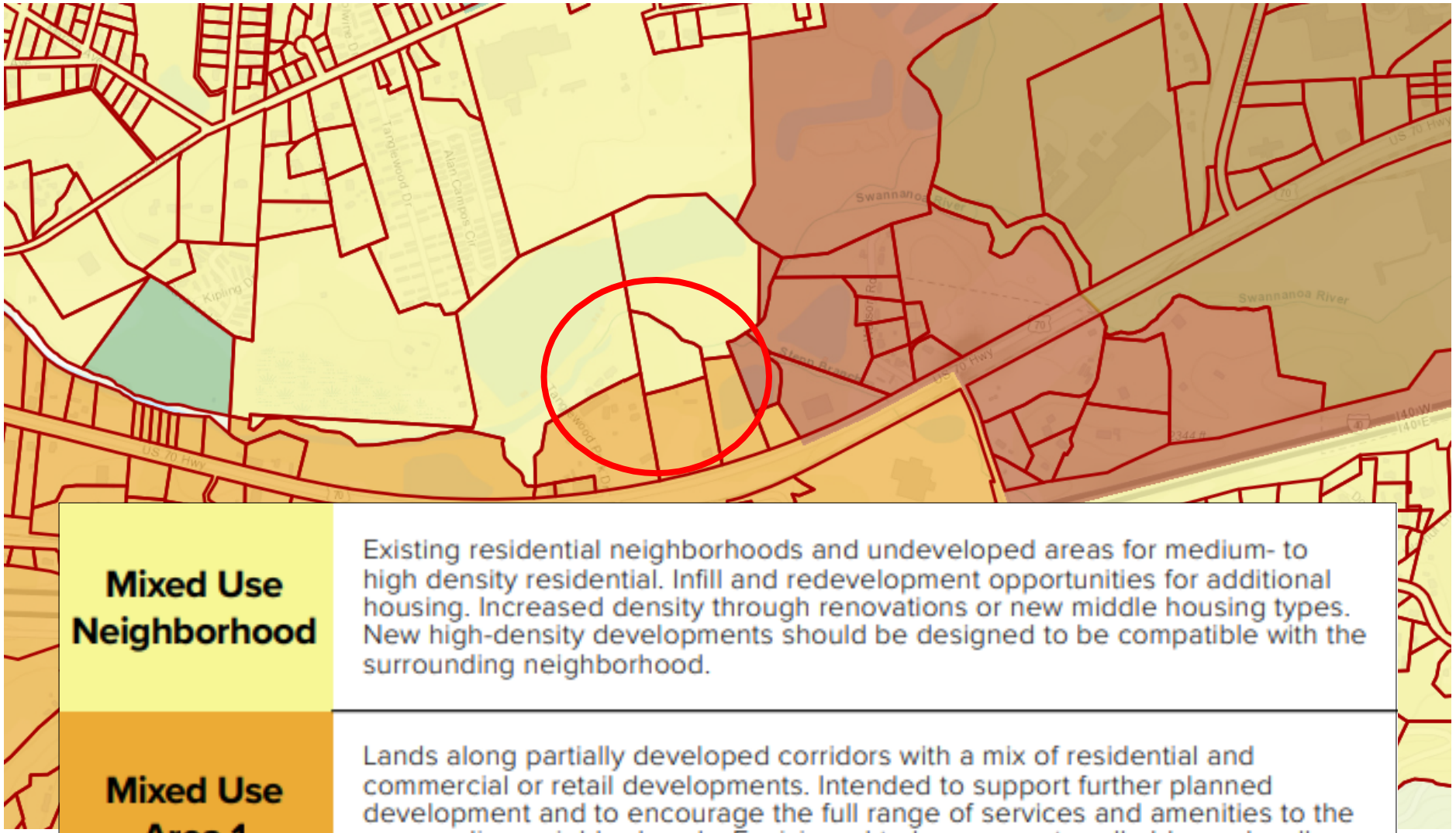


Proposed Zoning:

R-3



GEC FRAMEWORK AND MAP



Mixed Use Neighborhood	Existing residential neighborhoods and undeveloped areas for medium- to high density residential. Infill and redevelopment opportunities for additional housing. Increased density through renovations or new middle housing types. New high-density developments should be designed to be compatible with the surrounding neighborhood.
Mixed Use Area 1	Lands along partially developed corridors with a mix of residential and commercial or retail developments. Intended to support further planned development and to encourage the full range of services and amenities to the surrounding neighborhoods. Envisioned to be compact, walkable, and well-connected and include mixed uses.

Bulk Standards

Allowable Density/Dimensional Standards	Existing District	Proposed District:
	CS Commercial	R-3- Residential
Minimum Lot Size	**30,000 SF** – No Public Sewer **10,000 SF**- Sewer/No water **5,000 SF**- Public Water & Sewer	**30,000 SF** – No Public Sewer **10,000 SF**- Sewer/No water **6,000 SF**- Public Water & Sewer
Max dwelling units/acre	12	12
Setbacks (Front/Side/Rear)	10/10/10	10/7/15 - sewer 20/10/20 - septic
Max height	50 feet	35 feet

Surrounding Development Pattern in Immediate Area



Consistency Analysis

Consistent

- FLUM Category and description
- Proximity to sewer
- Proximity to water
- Density
- Proximity to Transportation Corridor
- The proposed rezoning allows for a transition between higher intensity uses and lower intensity uses.
- No Steep Slope/High Elevation
- Not in High or Moderate Hazard Stability Areas
- Proposed zoning district compatible with the existing uses in the area

Inconsistent

In Regulated Flood Hazard Areas

STAFF RECOMMENDS: APPROVAL

Planning Board

Planning board unanimously recommended **APPROVAL**
at their meeting on 7/20/2026

Draft Board Motions

A. The Board approves the rezoning of the subject property as it is consistent with the Buncombe County 2043 Comprehensive Plan.

B. The Board denies the rezoning of the subject property as it is NOT consistent with the Buncombe County 2043 Comprehensive Plan.

Questions???

Draft Board Motions

A. The Board approves the rezoning of the subject property as it is consistent with the Buncombe County 2043 Comprehensive Plan.

B. The Board denies the rezoning of the subject property as it is NOT consistent with the Buncombe County 2043 Comprehensive Plan.



Miles
0 0.05 0.1 0.2

517 Lazy Bear Blvd & 99999 US 70 Hwy
PIN 9699-70-6736 & 9699-71-5166

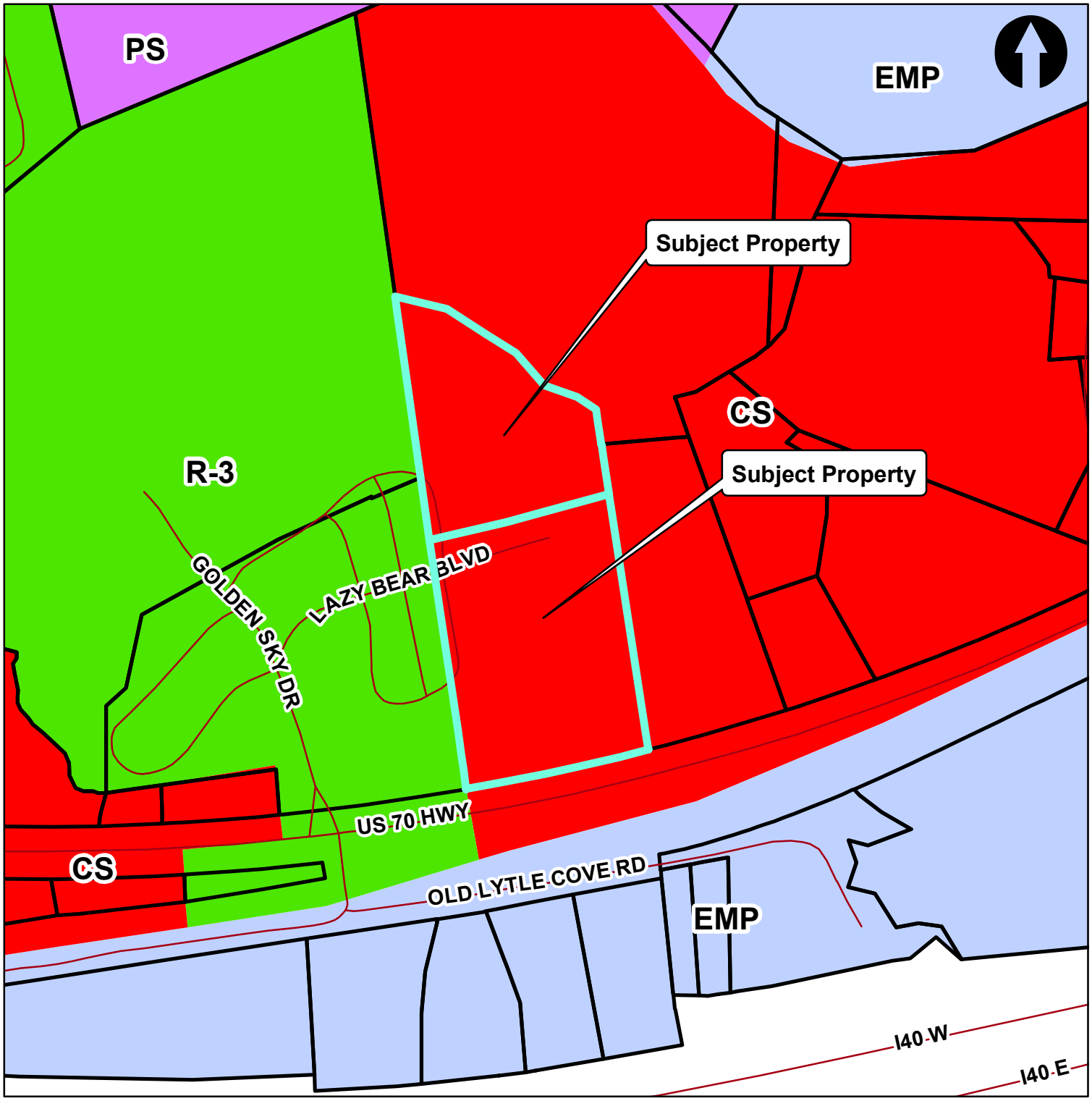
ZPH2026-00024
KOA
Map Amendment

Aerial Map

Roads

Property Boundaries

Created By: Buncombe Co. Planning
Date: 7/2/2026



0 0.05 0.1 0.2 Miles

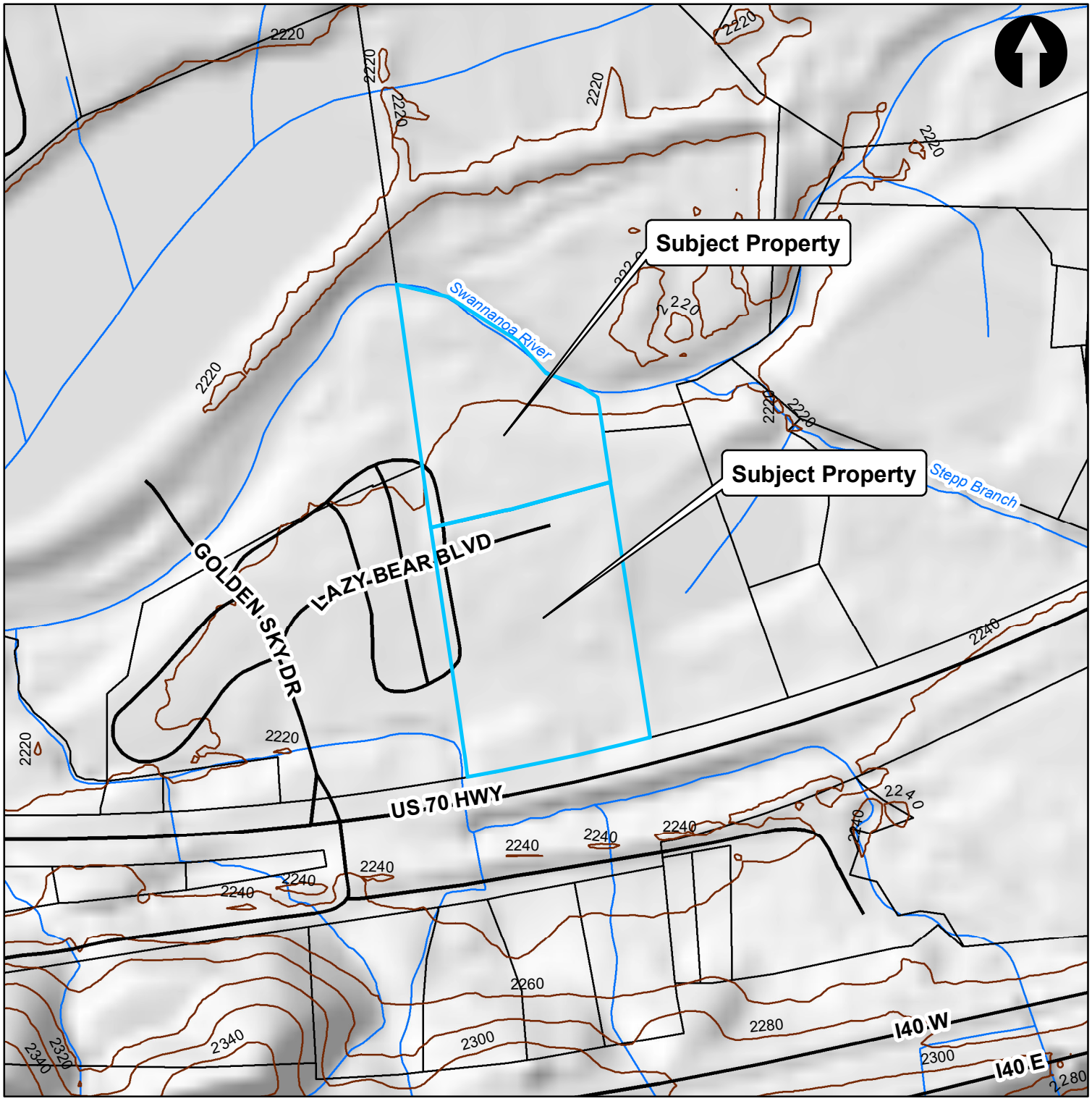
517 Lazy Bear Blvd & 99999 US 70 Hwy
PIN 9699-70-6736 & 9699-71-5166

ZPH2026-00024
KOA
Map Amendment

Zoning Map

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

Created By: Buncombe Co. Planning
Date: 7/2/2026



0 0.05 0.1 0.2 Miles

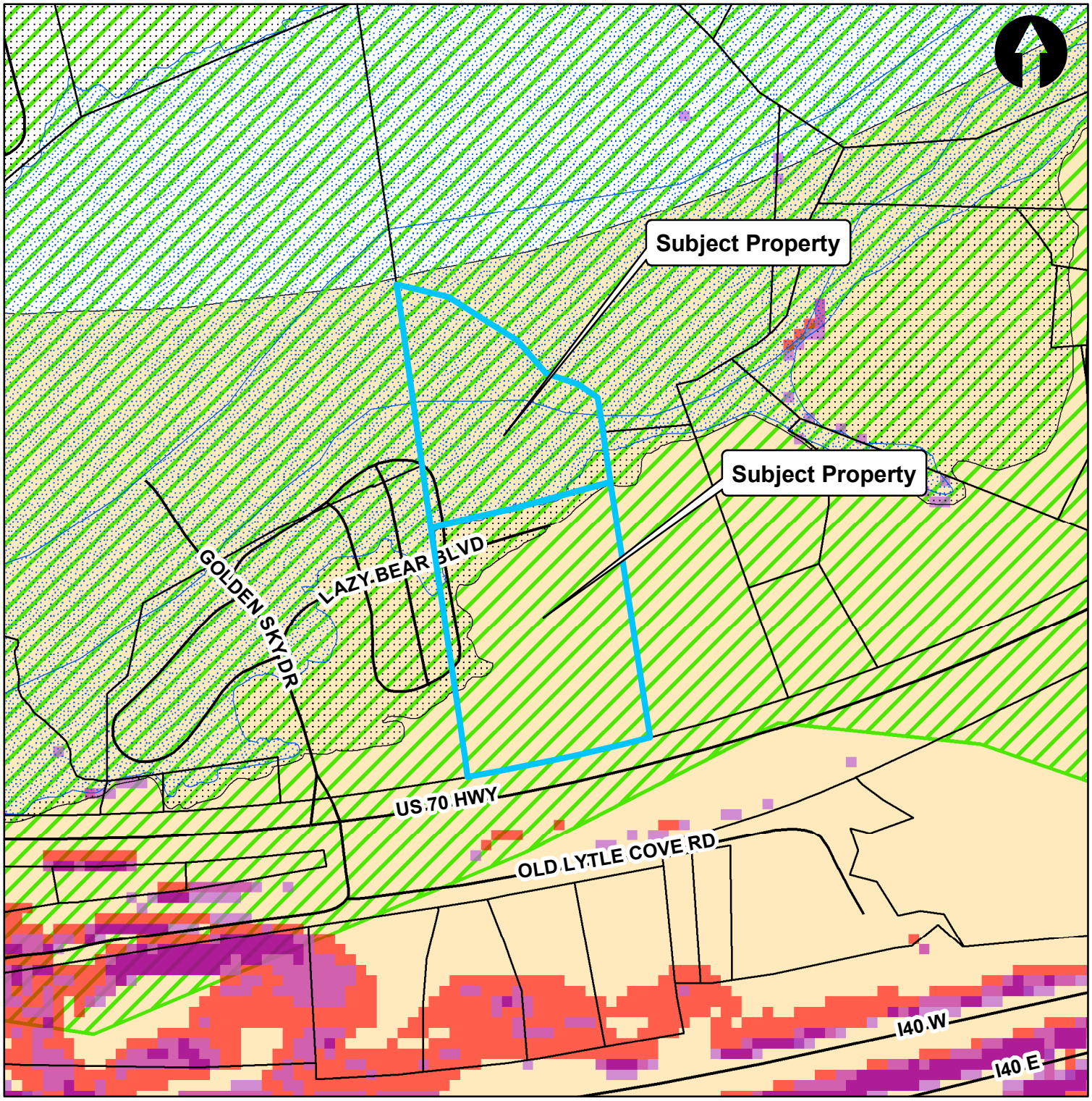
517 Lazy Bear Blvd & 99999 US 70 Hwy
PIN 9699-70-6736 & 9699-71-5166

ZPH2026-00024
KOA
Map Amendment

Topo Map

Roads
20 Foot Contours
Property Boundaries

Created By: Buncombe Co. Planning
Date: 7/2/2026



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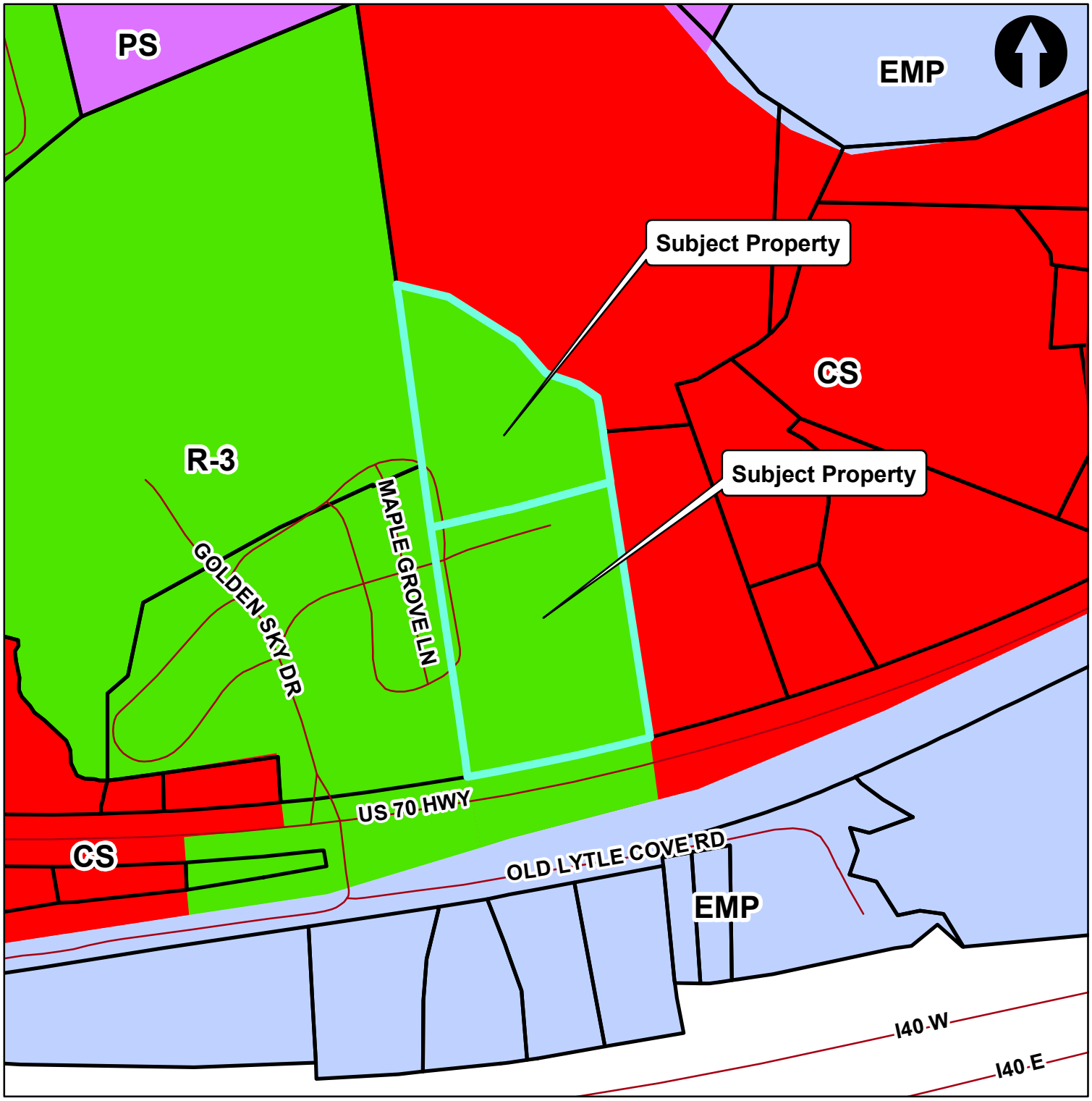
517 Lazy Bear Blvd & 99999 US 70 Hwy
PIN 9699-70-6736 & 9699-71-5166

ZPH2026-00024
KOA
Map Amendment

Land Use Map

Created By: Buncombe Co. Planning
Date: 7/2/2026

- 500 yr
- A - 100yr
- AE - 100 yr
- High Hazard
- Moderate Hazard
- Low Hazard
- 0 - 25 % Slope
- Greater than 25% Slope
- Greater than 2500'
- Proximity to Public Utilities
- Transportation Corridors



Miles
0 0.05 0.1 0.2

517 Lazy Bear Blvd & 99999 US 70 Hwy
PIN 9699-70-6736 & 9699-71-5166

ZPH2026-00024
KOA
Map Amendment

Proposed Zoning Map

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

Created By: Buncombe Co. Planning
Date: 7/2/2026

ZONING MAP AMENDMENT (REZONING) INFORMATION

What is a Zoning Map Amendment (Rezoning)?

The Official Zoning Map is a map, adopted by the Buncombe County Board of Commissioners, which breaks the unincorporated areas of Buncombe County into zoning districts. Regulations pertaining to each zoning district are described in the Buncombe County Zoning Ordinance, including a list of the land use types that may be permitted within each district. A land owner may submit an application for a Zoning Map Amendment ("Rezoning") to change the zoning district to which their property has been assigned. Once a property is rezoned, any use allowed in that Zoning district, as listed in *Section 78-641 Permitted Uses* of the Zoning Ordinance, could be permitted.

Who decides if I will get a Map Amendment?

The proposed rezoning is first reviewed by the Buncombe County Planning Board, which makes a recommendation to approve or deny the proposal. The Planning Board's recommendation is then presented to the Board of Commissioners, which makes the final decision. The Planning Board and Board of Commissioners must consider issues of neighborhood compatibility, zoning consistency, and Comprehensive Land Use Plan priorities for development when considering a rezoning request.

When will my application be decided?

The Planning Board meets the first and third Monday of every month at 9:30am. Staff will confirm your meeting date upon submittal of your application. The applicant or their chosen representative **should be present** at the meeting in order to receive a review by the Board. Applications must be received by the Planning Department 30 days prior to the scheduled Board meeting.

What is the process for obtaining a Map Amendment?

1. **Pre-Conference:** Complete a pre-submittal conference with the Zoning Administrator to review the proposed rezoning.
2. **Submit Application:** At least 30 days prior to the public hearing date.
3. **Public Notice # 1:** Public notice procedures for the Planning Board hearing will be conducted by County staff. Staff must notify all property owners within 1,000 feet of the property in addition to online and newspaper legal advertisements of the public hearing.
4. **Public Hearing # 1:** The Planning Board will hear a summary of Staff's recommendations, information presented by the applicant, statements by the public, and will recommend approval or denial.
5. **Public Notice # 2:** Public notice procedures are repeated for the Board of Commissioner's meeting.
6. **Public Hearing # 2:** The Board of Commissioners will review Planning Board and Staff recommendations, hear statements by the public, and make a final decision at a public hearing to approve or deny the proposal.

Is the Board of Commissioner's decision the final step?

Yes. The Zoning Map amendment process is complete, and the Board of Commissioner's decision takes effect, immediately following a majority decision to approve or deny the request. Once approval is received, the applicant may seek approval to develop the property in accordance with the Zoning, Subdivision, and other ordinance requirements for the approved Zoning district.

What else should I know?

Sometimes, an application is continued to another meeting due to a lack of a quorum or insufficient information, or sent back to the Planning Board for further deliberation. If this occurs, please note that the change in your Planning Board meeting date will also alter your scheduled Board of Commissioners meeting date. Contact the Planning Department for any questions about your assigned meeting dates.

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

Application for a Zoning MAP AMENDMENT *(Rezoning)*

A PRE-SUBMITTAL CONFERENCE WITH THE PLANNING DEPARTMENT IS REQUIRED PRIOR TO SUBMITTAL.

A. Property Information

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

PIN(s): 9699706736, 9699715166

Address(es): 2708 Highway 70 East, Swannanoa, NC 28778

Acreage: 4.02, 2.75

Available Utilities: ☒ Public water ☐ Private well ☒ Public MSD Sewer ☐ Private septic

B. Zoning Classification

Current zoning district(s): CS

Requested zoning district(s)*: R-3

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

C. Applicant Contact Information	Property Owner Contact Information *(If different)*
Kampgrounds of America, Inc.	
Company/Corporate Name (*if applicable*)	
Ryan Newbrough	Kampgrounds of America, Inc.
Applicant's Name	**Owner's Name**
1205 N Transtech Way	1205 N Transtech Way
Mailing Address	**Mailing Address**
Billings, MT 59102	Billings, MT 59102
City, State, and Zip Code	**City, State, and Zip Code**
(508) 245 - 2458	(508) 245 - 2458
Telephone	**Telephone**
Rnewbrough@koa.net	Rnewbrough@koa.net
Email	**Email**

OFFICE USE ONLY:

Case Number: ZPH_____-_____

Date Received: _____

Owner's Affidavit Submitted: ☐ Yes ☐ No

Pre-Submittal meeting with: _____

Planning Board Hearing Date: _____

D. MAP AMENDMENT CONSISTENCY & APPROPRIATENESS

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

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

The size of the proposed tract is similar in acreage to the adjacent parcel, which is also owned by Kampgrounds of America and is currently zoned R-3. The proposed parcel is similar in size and layout as the adjacent parcel and ties into the existing R-3 parcel currently. The size of the proposed tract compliments the use of community commercial space, RV Campsites and amenity areas to serve the existing Kampgrounds of America facility.

2. Describe how the proposed rezoning is consistent with the Growth, Equity, and Conservation Framework from Buncombe County's 2043 Comprehensive Plan *(available on the BC Planning Department website, section starts on page 46 in the Plan)*.

The proposed rezoning classification is consistent with the Growth, Equity, and Conservation Framework in the sense that all activities that KOA propose fit into the Mixed Use Area , including a mixed use of RV Campsites, Manager housing, commercial space, and amenity areas to include interconnectivity to other areas on KOA's campus, be compact in design, and walkable while preserving open space and natural areas where possible.

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

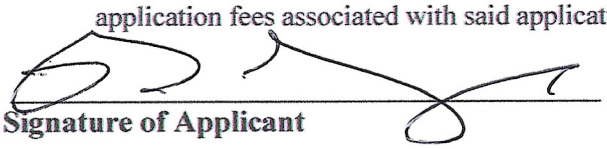
The proposed rezoning classification is consistent with the other zoned parcels in the area the existing land use in this area is mainly KOA's Campground facility. Rezoning these parcels to R-3 will allow for these parcels to be used in a similar manner and ensure the general character the parcels fall in line with the Mixed Use Area 1 description. the other adjacent property owner is a waste management business which is a more intense land use, so our rezoning will not have a negative impact on that property since we will be rezoning into a less intense classification.

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

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

E. CERTIFICATION

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



Signature of Applicant _____ **Signature of Owner** _____

Signature of Applicant _____ **Signature of Owner** _____

Signature of Applicant _____ **Signature of Owner** _____

Signature of Applicant _____ **Signature of Owner** _____

Signature of Applicant _____ **Signature of Owner** _____

Signature of Applicant _____ **Signature of Owner** _____

ORDINANCE NO. _____

ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF BUNCOMBE COUNTY, CHAPTER 78, ARTICLE VI OF THE BUNCOMBE COUNTY CODE OF ORDINANCES, THE ZONING ORDINANCE OF BUNCOMBE COUNTY
ZPH2026-00024

WHEREAS, pursuant to N.C. Gen. Stat. §160D-701, the County may adopt a zoning ordinance to regulate development within its territorial jurisdiction;

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

WHEREAS, pursuant to N.C. Gen. Stat. §160D-601, the County may amend its zoning ordinance after giving proper public notice and holding a public hearing;

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

PIN(s):	9699-70-6736, 9699-71-5166
Addresses:	517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy
Owner(s):	Kampgrounds of America Inc.
Applicant(s):	Kampgrounds of America Inc.

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

WHEREAS, in accordance with the procedures set forth in the Buncombe County Zoning Ordinance, the Planning Board met to consider the proposed amendment on July 20, 2026, at which meeting a motion to **approve** the proposed map amendment passed by a vote of **5 to 0**; and,

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

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

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

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

Section 1. This Board has considered whether this proposed amendment is consistent with the Buncombe County 2043 Comprehensive Plan, and hereby finds the following:

a) The proposed rezoning of the subject property is consistent with the Buncombe County 2043 Comprehensive Plan in that the property:
   i. FLUM Category and description
   ii. Is within reasonable proximity to water and sewer infrastructure
   iii. The proposed density aligns with the current density limits
   iv. Is within reasonable proximity to major transportation corridors
   v. Has potential to work with private development partners to bring new sites to market that have promising transportation access, proximity to current and future economic corridors, a robust utility service, labor draw, community synergies, etc.
   vi. Proposed zoning district compatible with the existing uses in the area
   vii. Is outside of steep slope area
   viii. Is outside of moderate and high slope stability hazards

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

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

Section 2. This Board does hereby **approve** the request to rezone PIN(s) 9699-70-6736 (517 Lazy Bear Blvd) and 9699-71-5166 (unaddressed parcel US 70 Hwy) from CS Commercial Service District to R-3 Residential District as shown and depicted upon Exhibit A, which is attached hereto and incorporated herein by reference;

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

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

Section 5. This ordinance is effective upon adoption.

Read, approved and adopted this the 18th day of August 2026.

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____

Sarah Gross, Clerk

BY_____

Amanda Edwards, Chairperson

APPROVED AS TO FORM

_____

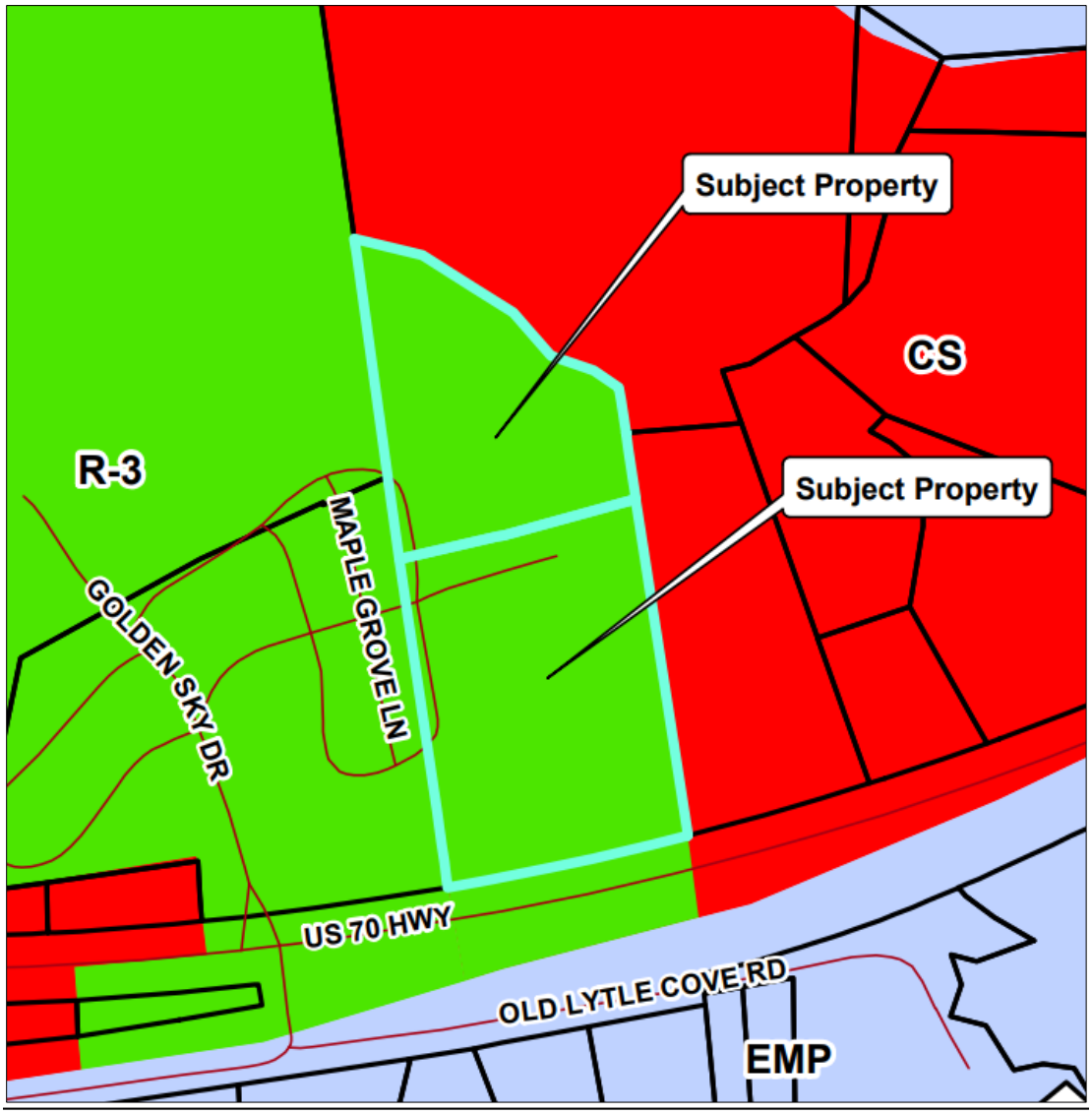
County Attorney

Exhibit A

OFFICIAL ZONING MAP
-EXCERPT-
PROPOSED AMENDMENT

PIN(s):	9699-70-6736, 9699-71-5166
Addresses:	517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy
Owner(s):	Kampgrounds of America Inc.
Applicant(s):	Kampgrounds of America Inc.

PROPOSED ZONING DISTRICT – CS



RESOLUTION NO. _____

RESOLUTION DENYING A REQUEST TO AMEND
THE OFFICIAL ZONING MAP OF BUNCOMBE COUNTY,
CHAPTER 78, ARTICLE VI OF THE BUNCOMBE COUNTY CODE OF ORDINANCES,
THE ZONING ORDINANCE OF BUNCOMBE COUNTY
ZPH2026-00024

WHEREAS, pursuant to N.C. Gen. Stat. §160D-701, the County may adopt a zoning ordinance to regulate development within its territorial jurisdiction;

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

WHEREAS, pursuant to N.C. Gen. Stat. §160D-601, the County may amend its zoning ordinance after giving proper public notice and holding a public hearing;

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

PIN(s): 9699-70-6736, 9699-71-5166
Addresses: 517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy
Owner(s): Kampgrounds of America Inc.
Applicant(s): Kampgrounds of America Inc.

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

WHEREAS, in accordance with the procedures set forth in the Buncombe County Zoning Ordinance, the Planning Board met to consider the proposed amendment on July 20, 2026, at which meeting a motion to **approve** the proposed map amendment passed by a vote of 5 to 0,

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

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

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

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

Section 1. This Board has considered whether this proposed amendment is consistent with the Buncombe County 2043 Comprehensive Plan, and hereby finds the following:

1.1. Said zoning change is **inconsistent** with the Buncombe 2043 Comprehensive Plan because the proposed rezoning is:

Board-Insert Finding

_____

_____

1.2. Said rezoning **would be detrimental** to the owners, adjacent neighbors, and surrounding community as it **does not** meet a number of goals as identified in the Buncombe 2043 Comprehensive Plan.

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

Section 2.This Board does hereby **deny** the request to rezone PIN(s) 9699-70-6736 (517 Lazy Bear Blvd) and 9699-71-5166 (unaddressed parcel US 70 Hwy) CS Commercial Service District to R-3 Residential District as shown and depicted upon Exhibit A, which is attached hereto and incorporated herein by reference;

Section 3. This resolution is effective upon adoption.

Read, approved and adopted this the 18th day of August 2026.

ATTEST

_____
Sarah Gross, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

BY_____
Amanda Edwards, Chairperson

APPROVED AS TO FORM

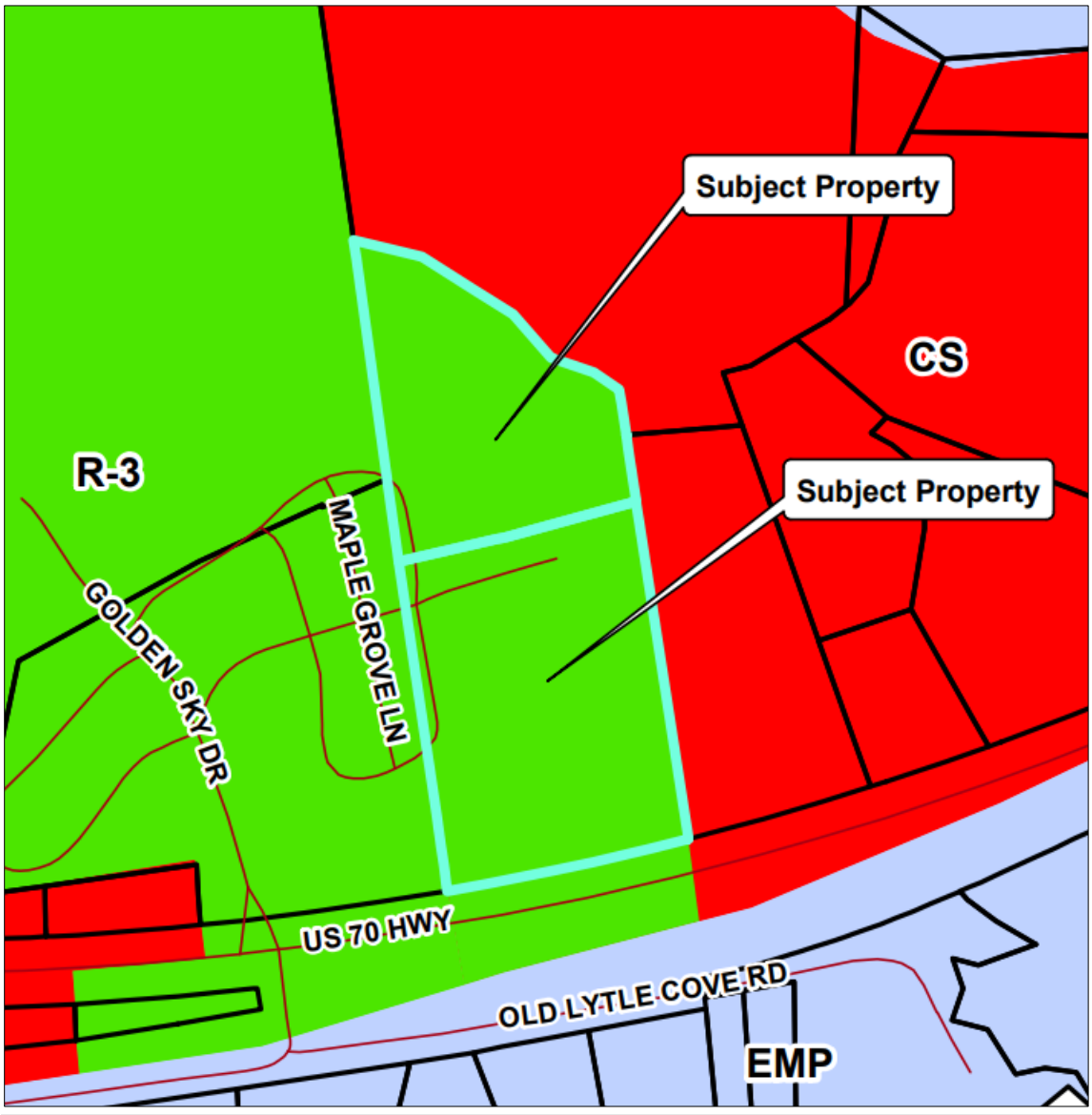
_____
County Attorney

Exhibit A

OFFICIAL ZONING MAP
-EXCERPT-
PROPOSED AMENDMENT

PIN(s):	9699-70-6736, 9699-71-5166
Addresses:	517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy
Owner(s):	Kampgrounds of America Inc.
Applicant(s):	Kampgrounds of America Inc.

PROPOSED ZONING DISTRICT – CS

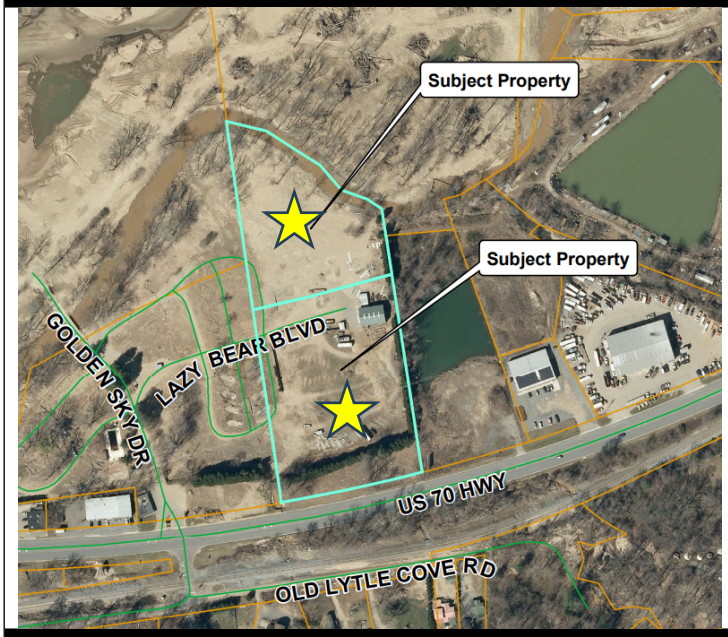


BUNCOMBE COUNTY
PLANNING & DEVELOPMENT
(828) 250-4830 - PlanningInfo@BuncombeCounty.org
www.buncombecounty.org/planning

ZONING MAP AMENDMENT
STAFF ANALYSIS
Legislative Hearing

A. CASE	ZPH2026-00024 KOA Rezoning

B. LOCATION MAP



C. PROPERTY INFORMATION

PIN: 9699-70-6736, 9699-71-5166

ADDRESS: 517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy

OWNER: Kampgrounds of America Inc.

ACREAGE: 6.77 acres

UTILITIES: Public water, MSD Sewer

ACCESS ROAD: Lazy Bear Blvd. and Happy Camper Way

D. REZONING REQUEST

Summary: Kampgrounds of America have requested to rezone two (2) parcels of land from CS Commercial to R-3 Residential.	**Existing:** CS Commercial
	Proposed: R-3 Residential

E. PUBLIC NOTICE	Planning Board	Board of Commissioners
Newspaper and BC website:	7-8-26	8-5-26
Mailed to owners within 1,000 ft:	7-8-26	8-5-26
Physical posting on site:	7-8-26	8-7-26
Hearing Date:	7-20-26	8-18-26

F. RECOMMENDATION & SUMMARY OF CONSISTENCY REVIEW

STAFF: APPROVAL **PB: APPROVAL**	Staff and Planning Board recommends that the rezoning of the parcels be approved as it is consistent with the G.E.C recommendations from the 2043 Comprehensive Plan.

G. SPOT ZONING & STATEMENT OF REASONABLENESS		
Spot Zoning: *A zoning ordinance, or amendment, which singles out and reclassifies a relatively small tract owned by a single person and surrounded by a much larger area uniformly zoned, so as to impose upon the smaller tract greater restrictions than those imposed upon the larger area, or so as to relieve the small tract from restrictions to which the rest of the area is subjected, is called "spot zoning." Spot Zoning, David W. Owens, April, 2020, quoting Blades v. City of Raleigh, 280 N.C. 531, 547, 187 S.E.2d 35, 45 (1972).*	**CONSISTENT**	**POTENTIAL SPOT ZONING**
1. Staff Analysis of spot zoning: The subject parcels are approximately a combined 6.77 acres in size. They are adjacent to R-3 zoning to the West. Staff does not consider this request a spot zoning.	**X**	
Statement of Reasonableness: *When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board. This statement of reasonableness may consider, among other factors:*	**CONSISTENT**	**IN-CONSISTENT**
1. The size, physical conditions, and other attributes of the area proposed to be rezoned	**X**	
2. The benefits and detriments to the landowners, the neighbors, and the surrounding community	**X**	
3. The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment	**X**	
4. The action taken is in the public interest	**X**	
5. Any changed conditions warranting the amendment	**X**	

H. 2043 COMPREHENSIVE PLAN CONSISTENCY		
PLEASE NOTE: If a rezoning request is approved that is not consistent with the adopted comprehensive plan, the zoning amendment shall have the effect of also amending any future land use map (e.g., the Growth, Equity, and Conservation Map) in the approved plan. No additional request or application for a plan amendment shall be required per the statute.		
GEC CHARACTER FRAMEWORK (FUTURE LAND USE MAP):	**CONSISTENT**	**NOT CONSISTENT**
1. **FLUM CATEGORY DESCRIPTION** The proposed rezoning is consistent with the Character area description of 'Mixed Use Neighborhood" where the unaddressed parcel is located and is consistent with the Character description of 'Mixed Use Area I' where the parcel at 517 Lazy Bear Blvd is located.	**X**	
2. **WASTEWATER & POTABLE WATER TYPE**	**X**	

The parcels are served by public water and MSD.		
3. **DENSITY** The proposed zoning district has a maximum density of up to 12 units an acre, which is the same as the current CS zoning.	**X**	
4. **PRIMARY AND SECONDARY LAND USES** The uses allowed in the proposed zoning district align with the primary and/or secondary uses outlined in both the land use designations.	**X**	
PLAN POLICIES AND ACTIONS:	**CONSISTENT**	**NOT CONSISTENT**
5. **Proximity to Transportation Corridor** *(Transportation Action 4)* The parcel at 517 Lazy Bear Blvd. is directly adjacent to US Hwy 70 and the unaddressed parcel is located about 150 feet off the edge of the road.	**X**	
6. **Support higher density residential development near job centers and amenities** *(Transportation Action 4)* The density will not change.	**N/A**	
7. **Prioritize environmental conservation of other natural lands (such as intact forest lands, wetlands, and other unique habitats) to protect and increase the capacity to sustain the county's existing biodiversity** *(Env. Conserv. Action 3)* These parcels are in the Mixed Use Neighborhood and Mixed Use Area I land use type on the GEC map which is designated as a growth area. There are no intact forest lands, wetlands, or other unique habitat that we know of.	**N/A**	
8. **Prioritize the conservation of physical connections between natural landscapes to avoid fragmentation of large forest blocks in order to benefit wildlife migration** *(Env. Conserv. Action 3)* This does not apply to these parcels.	**N/A**	
9. **Using the guidance of the GEC Map, work with private development partners to bring new sites to market that have promising transportation access, proximity to current and future economic corridors, a robust utility service, labor draw, community synergies, etc.** *(Economic Dev. Action 2)* These properties have the potential to be developed at a slightly higher residential intensity if rezoned to R-3. This would include manufactured home parks and multi-family residential.	**X**	
10. **Support the creation of place-based community gathering destinations at Walkable Destination Centers, Mixed Use Areas, and Rural Centers identified on the GEC Map** *(Economic Dev. Action 3)* While there are more options for gathering space type uses in the CS zoning district, the proposed rezoning to R-3 could support uses that create gathering destinations. Some examples are: clubs or lodges, community oriented developments, libraries, manufactured home parks, places of worship, and recreation use, governmental.	**X**	
11. **Integrate impact considerations into projects that improve air, water, and land quality by utilizing tools including redlining maps of Asheville and other municipalities and EPA's Environmental Justice Screening Tool** *(Health Action 7)*	**Impact Analysis is suggested for this parcel.**	

The parcels are not in an area identified on the red lining map of Asheville however they have a high score on the Buncombe Community Index Map indicating that there may be vulnerable populations in the area of the rezoning.		
ENVIRONMENTAL:	**CONSISTENT**	**NOT CONSISTENT**
12. Steep Slope/High Elevation and Protected Ridge Overlay Districts The parcel is not within an Overlay District.	**X**	
13. Regulated Flood Hazard Areas The parcel with the PIN: 9699-71-5166 is located in the regulated 100 year floodplain		**X**
14. High or Moderate Hazard Stability Areas The parcel contains an insignificant amount of moderate and high hazard stability areas to the rear of the parcel.	**X**	

I. NEIGHBORHOOD CONSISTENCY	**CONSISTENT**	**NOT CONSISTENT**
1. CURRENT DEVELOPMENT TYPES: Subject acreage has the following adjacent zonings and uses:	**X**	

DIRECTION	ZONING	ADJACENT USES
NORTH	CS	Commercial vacancy
EAST	CS	Commercial vacancy
SOUTH	EMP	Manufactured Home Site
WEST	R-3	Commercial vacancy & RV park

2. Does the proposed rezoning allow for any transition between higher density or intensity uses and lower density or intensity uses? *(Examples include medium intensity zoning between a low and high intensity district, topographic separations, other natural features to ensure a transition or buffer.)* There is currently R-3 residential adjacent to these CS Commercial parcels. If these parcels become R-3, they will be adjacent to R-3 to the west and commercial to the north and east. Since R-3 is a higher intensity residential district this is appropriate.	**X**	
3. Are the uses allowed in the proposed zoning district compatible with the existing uses in the area? Most of the properties immediately adjacent to the subject parcels are commercial vacancy and manufactured home sites. The uses allowed in R-3 align with these current uses.	**X**	

4. ALLOWED DEVELOPMENT TYPES AFTER CHANGE:

The proposed rezoning would allow for manufactured homes and manufactured home parks as well as travel trailers and travel trailer parks which are not currently allowed in the CS zoning district. Many commercial uses permitted in CS will no longer be permitted after the change to R-3. Examples of some of these use: Retail trade, night clubs, restuarants, storage and warehousing, manufacturing and processing, and hotels and motels.

5. DENSITY & DIMENSIONAL STANDARDS COMPARISON:

		Existing District:	Proposed District:
		CS Commercial	**R-3 Residential**
Min. Lot Size	No Public Sewer	30,000 SF	30,000 SF
	Public Sewer/No Water	10,000 SF	10,000 SF
	Public Water & Sewer	5,000 SF	6,000 SF
Max. dwelling units per acre		12	12
Setbacks (Front/Side/Rear)		10/10/10	10/7/15 with public sewer 20/10/20 septic system
Max. height		50 feet	35 feet

6. PREVIOUS ZONING ACTIONS & RELEVANT SITE HISTORY:

None.

J. COMPARISON OF ZONING ORDINANCE DISTRICT STATEMENT OF INTENT

EXISTING ZONING DISTRICT – CS

The CS Commercial Service District is primarily intended to provide suitable locations for clustered commercial development to encourage the concentration of commercial activity in those specified areas with access to major traffic arteries, to discourage strip commercial development, and to allow for suitable noncommercial land uses. Such locations should currently have water and sewer services or be expected to have such services available in the future. This CS Commercial Service District may be applied to suitable areas adjacent to existing commercial concentration to allow for their expansion.

PROPOSED ZONING DISTRICT – R-3

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

K. IMPACT ANALYSIS

1. Buncombe County Government is utilizing an Impact Analysis Tool for certain types of planning-related development decisions. The following is Staff's Impact Analysis for this rezoning:

Based on these parcles' ranking on the Community Index Map, the parcels are located in an impact opportunity area. The parcels are in a Census Tract that ranks at 134 out of 153. The higher the number on the index, means that that the area faces more challenges faced by the residents in that area. Here are some factors to consider that contribute to the high ranking on the Community Index:

- **35% of the population is Below the Poverty Line.**
- **9.45% of the population experiences Food Insecurity**
- **38.5% No HS Diploma**
- **49.5% of the population identifies as Hispanic/Latino**
- **22.05% of the population speaks Spanish at home.**

The Planning Board and Board of Commissioners should consider how the proposed rezoning will impact the surrounding neighborhoods and residents.

L. PLANNING BOARD RECOMMENDATION

1. BOARD BASIS FOR DECISION MAKING

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

- The requested change does not directly or indirectly result in the creation of spot zoning
- Size of the tract in question
- Compatibility of the change with the adopted 2043 Comprehensive Plan
- Benefits and detriments resulting from the change for the owner of the newly zoned property, their neighbors, and the surrounding community
- Relationship between the uses envisioned under the new zoning and the uses currently present in adjacent tracts

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

M. BOARD OPTIONS

The following options are available to the Board:

a. Recommend approval of the proposed rezoning as it is consistent with the Buncombe County 2043 Comprehensive Plan, as presented.
b. Recommend approval of a portion of the proposed rezoning as it is consitent with the Buncombe County 2043 Comprenhensive Plan.
c. Recommend denial of the proposed rezoning, as presented as it is inconsistent with the Buncombe County 2043 Comprehensive Plan.

N. ATTACHMENTS

- Application
- Maps

PLANNING BOARD'S WRITTEN RECOMMENDATION TO THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS TO APPROVE APPLICATION ZPH2026-00024 REQUESTING AN AMENDMENT TO THE OFFICIAL ZONING MAP

WHEREAS, the Zoning Administrator for Buncombe County has received an application (ZPH2026-00024 – KOA Rezoning) requesting an amendment to The Official Zoning Map of Buncombe County on the parcel(s) depicted in the map attached hereto as "Exhibit A" and identified as follows:

PIN(s):	9699-70-6736, 9699-71-5166
Addresses:	517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy
Owner(s):	Kampgrounds of America Inc.
Applicant(s):	Kampgrounds of America Inc.

WHEREAS, the applicants are requesting that the zoning designation for the subject property be changed from CS to R-3 as shown on the attached survey.

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

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

WHEREAS, pursuant to Buncombe County Code of Ordinances Sec. 78-717 and N.C. Gen. Stat. § 160D-604(d), the Planning Board has advised and commented on "whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable" and has provided "a written recommendation to the board of county commissioners" concerning the same (said written recommendation, which is incorporated herein by reference, is attached hereto as "Exhibit B"); and

WHEREAS, the Planning Board recommends that the Buncombe County Board of Commissioners **APPROVE** the proposed map amendment by a vote of 5 **to** 0.

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

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

Read, approved and adopted this the 20th day of July 2026.

ATTEST

Ileya Neville, Clerk

PLANNING BOARD FOR THE COUNTY OF BUNCOMBE

BY Nancy Waldrop

Nancy Waldrop, Chair

APPROVED AS TO FORM

County Attorney

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

Planning Board Members:

Nancy Waldrop, Chair - yes
John Noor – absent
Tim Collins - yes
Ken Kahn - yes
Eric Robinson - absent
Alan Coxie – absent
Jay Marino – abstained
Karl Koon – yes
Liza Schillo- yes

Exhibit A

OFFICIAL ZONING MAP
-EXCERPT-
PROPOSED AMENDMENT

PIN(s):	9699-70-6736, 9699-71-5166
Addresses:	517 Lazy Bear Blvd, unaddressed parcel US 70 Hwy
Owner(s):	Kampgrounds of America Inc.
Applicant(s):	Kampgrounds of America Inc.

PROPOSED ZONING DISTRICT – R3

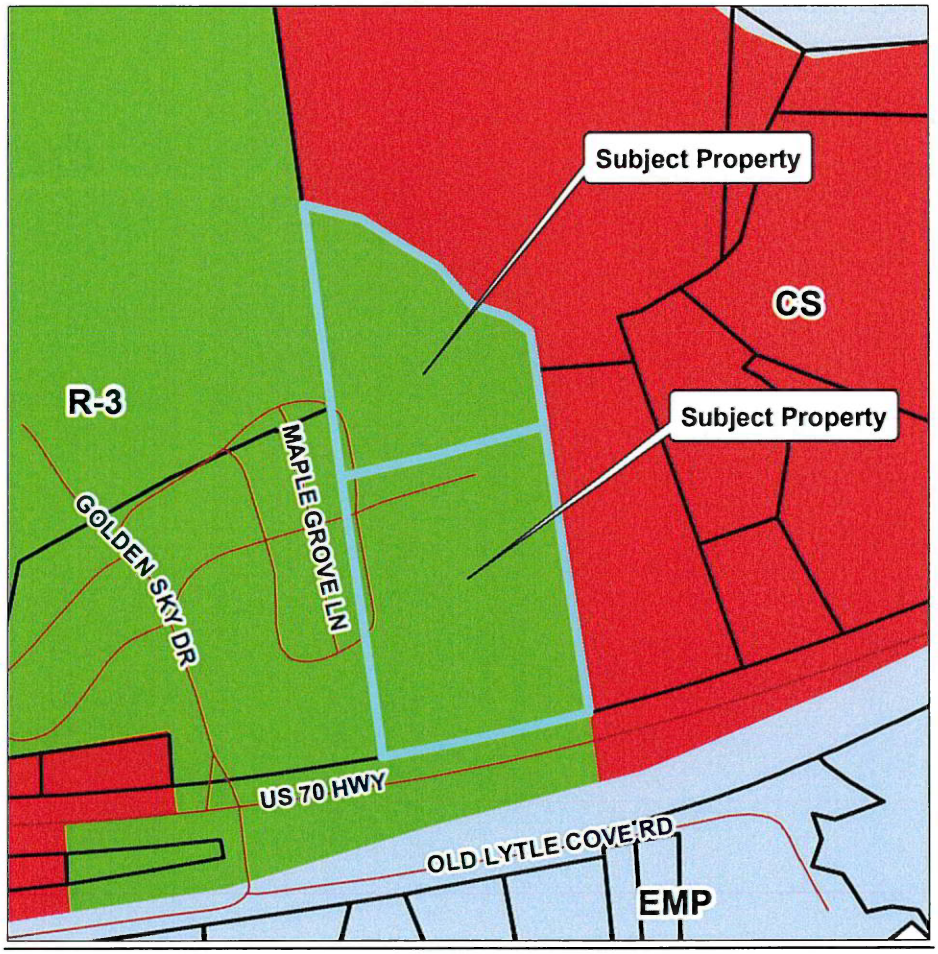


Exhibit B

PLAN CONSISTENCY STATEMENT

ZONING MAP AMENDMENT
CONSISTENT WITH PLAN

Pursuant to N.C. Gen. Stat. §160D-604(d) the Buncombe County Planning Board hereby approves and adopts the following Plan Consistency Statement for the rezoning of tax lot PIN(s) 9699-70-6736, 9699-71-5166 from the CS to R-3 zoning district. The Board finds the following:

1. The proposed rezoning of the subject property is consistent with the Buncombe County 2043 Comprehensive Plan in that the property:
   A. Aligns with FLUM category
   B. Is within reasonable proximity to municipal water
   C. Is within reasonable proximity to MSD sewer.
   D. The proposed density aligns with the current density limits
   E. The proposed rezoning allows for any transition between higher density or intensity uses and lower density or intensity uses.
   F. Is within reasonable proximity to major transportation corridors
   G. Has potential to work with private development partners to bring new sites to market that have promising transportation access, proximity to current and future economic corridors, a robust utility service, labor draw, community synergies, etc.
   H. Support the creation of place-based community gathering destinations at Walkable Destination Centers, Mixed Use Areas, and Rural Centers identified on the GEC Map.
   I. Is outside of steep slope area
   J. Outside of High or Moderate Stability Area

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

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

Read, approved and adopted this the 20th day of July 2026.

ATTEST

Ileya Neville, Clerk

PLANNING BOARD FOR THE
COUNTY OF BUNCOMBE

BY Nancy Waldrop

Nancy Waldrop, Chair

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

NEW BUSINESS

Department: Governing Body **Presenter(s):** Commissioner Drew Ball

Contact: Commissioner Drew Ball

Subject: Resolution in Support of Lennie's Law

Brief Summary:

The Board of Commissioners expresses support for the Leonard Antonelli and Jacob Hill Bicycle Safety Zone Act of 2025 (“Lennie’s Law”), created in response to a tragic 2025 crash that killed two cyclists and injured another. The resolution highlights the region’s high rate of bicycle-related crashes and emphasizes the urgent need for enhanced roadway safety. It supports establishing Bicycle Safety Zones, implementing traffic-calming measures, and collaborating with NCDOT, the French Broad MPO, and local municipalities to improve safety along NC Scenic Byway 251 and other key corridors. Additionally, the resolution honors the victims and underscores the community’s commitment to preventing future tragedies.

Recommended Motion & Requested Action:

Approve resolution of support.

Attachments:

1. Resolution

RESOLUTION NO.

RESOLUTION IN SUPPORT OF THE LEONARD ANTONELLI AND JACOB HILL BICYCLE SAFETY ZONE ACT OF 2025 (LENNIE'S LAW)

WHEREAS, Buncombe County is committed to promoting the safety, health, and well-being of all residents and visitors, including those who utilize public roadways for cycling, walking, and other forms of active transportation; and

WHEREAS, Western North Carolina is home to a vibrant and growing cycling community, with many roadways—particularly NC Scenic Byway 251—serving as popular and heavily used cycling routes; and

WHEREAS, on July 18, 2024, Alex Rozos, age 26, tragically lost his life in a hit-and-run collision while riding his bicycle on Swannanoa River Road near the intersection with South Tunnel Road; and

WHEREAS, on July 1, 2025, Leonard "Lennie" Antonelli and Jacob "Jake" Hill were tragically killed, and Griffin Tichenor injured, on NC 251, when a commercial vehicle crossed the center line and struck them during a group ride near Woodfin, North Carolina; and

WHEREAS these tragedies underscore the urgent need for enhanced roadway safety measures to protect cyclists and prevent future loss of life; and

WHEREAS, the proposed Leonard Antonelli and Jacob Hill Bicycle Safety Zone Act of 2025 ("Lennie's Law") seeks to establish designated Bicycle Safety Zones on popular cycling routes across North Carolina, with stricter enforcement of posted speed limits and increased penalties for violations, using a practical, cost-effective model similar to school zone safety measures; and

WHEREAS, according to North Carolina Department of Transportation data, from 2015 to 2024, Asheville ranked first in the state per capita in fatal bicyclist crashes with cars and second per capita in total bike crashes and crashes resulting in fatal, severe or minor injury; and

WHEREAS, Buncombe County recognizes the importance of coordinated regional safety planning, including ongoing evaluations by the French Broad Metropolitan Planning Organization and the North Carolina Department of Transportation (NCDOT) of strategies to improve safety along key corridors, particularly NC 251; and

WHEREAS, recent safety recommendations for NC Scenic Byway 251 encourage aligning improvements with the Walk Bike Woodfin Plan, the Hellbender Regional Trail, and greenway expansions, including Riverside Park Expansion, Silver Line Park, Taylor's Wave, and Beaverdam and NC 251 Greenways, reflecting rising demand for safe multimodal access; and

WHEREAS, these recommendations include traffic calming measures and driver awareness measures such as: reducing speed limits, installing crosswalks where sidewalks exist, enhanced signage, and safety measures at priority intersections to improve safety for all users;

WHEREAS, safer roadways benefit all users and contribute to a more livable, connected, and resilient Buncombe County; and

WHEREAS, the Asheville City Council, Weaverville Town Council, Black Mountain City Council and Woodfin Town Council have all recently passed similar resolutions in support of Lennie's Law; and

NOW, THEREFORE, BE IT RESOLVED by the Buncombe County Board of Commissioners that:

1. Buncombe County formally expresses strong support for Lennie's Law, recognizing the establishment of Bicycle Safety Zones as a meaningful, data-driven step to reduce cyclist injuries and fatalities statewide.
2. Buncombe County supports collaboration with NCDOT, the French Broad MPO, adjacent municipalities, and community partners to identify appropriate Bicycle Safety Zones within Buncombe County and along NC Scenic Byway 251, based on safety data, community input, and demonstrated need.
3. Buncombe County encourages NCDOT Division 13 to pursue and implement safety improvements on NC 251, such as: speed limit reductions, intersection traffic-calming treatments, signage enhancements, and to pursue additional safety improvements by combining such efforts with other projects - such as corridor modernization or resurfacing - that allow for safer designs without constituting stand-alone bicycle or pedestrian projects.
4. Buncombe County supports integrating bicycle and pedestrian safety improvements with planned modernization or resurfacing projects, consistent with best practices used by other NCDOT divisions, as seen in other divisions.
5. Buncombe County honors the memory of Alex Rozos, Leonard Antonelli, and Jacob Hill, and recognizes this resolution, related legislation, and roadway safety improvements as meaningful steps toward preventing future loss of life on our roads.
6. This resolution of support is effective upon adoption.

This the 18th day of August 2026.

ATTEST

Sarah Gross, Clerk

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

Amanda Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: August 18, 2026

NEW BUSINESS

Department: General Services

Presenter(s): Ronald Lunsford, General Services Project Manager

Contact: Ronald Lunsford, General Services Project Manager

Subject: Indoor Recreation Center Design Services Contract Approval

Brief Summary:

As part of the FY27 Capital Improvement Plan, the Board of Commissioners approved a project to design an Indoor Recreation Center located on County-owned property at the Buncombe County Sports Park. Consultants are needed to facilitate this design project and their services will include the following:

- Space Programming
- Schematic Design
- Design Development
- Construction Documents
- Cost Estimating
- Bid and Construction Administration

Pursuant to General Statute, General Services released a Request for Qualifications (RFQ) to select a consulting firm. Ten responses to the RFQ were received, and a scoring committee made up of Parks and Recreation and General Services staff evaluated and scored those responses. Of the ten, Method Studio received the highest score and was selected as the design firm. After negotiations, their contract amount is $1,599,220, which is within budget for this project and no new funds are needed.

Recommended Motion & Requested Action:

Approve the design services contract with Method Studio as indicated in the associated resolution.

Attachments:

1. Presentation
2. Method Studio BC Resiliency Center Design Services Contract
3. Resolution

INDOOR RECREATION CENTER DESIGN

Ronnie Lunsford

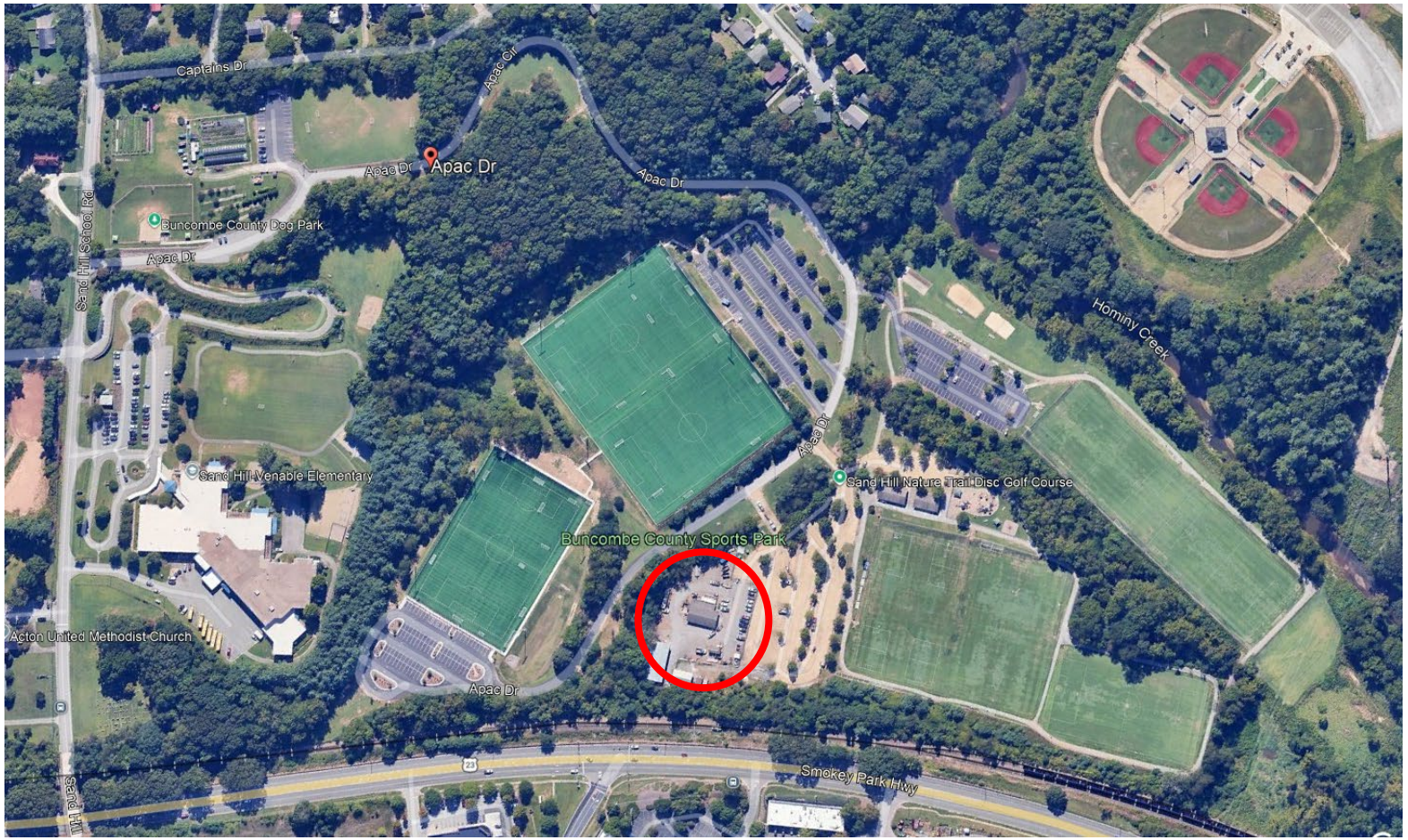
General Services

Project Background



- The Comprehensive Facility Plan (CFP) led to a need for office space for Parks and Recreation, located on County owned property at the Buncombe County Sports Park.
- The Parks and Recreation Master Plan led to a need for indoor recreation space.
- A project to design a dual-purpose facility was requested and approved as part of the FY27 Capital Improvement Plan.

Original Project Location



- CFP recommendation for location
- Former site of General Services grounds facility
- This would limit parking for recreational use
- Possibly inaccessible during major flood events

Current Project Location



- Allows easier access to the facility
- Allows for additional entrances and/or exits at the Sports Park
- Will preserve some of the existing amenities at the dog park and community garden

Former Sand Hill School



- Facility was located on the site (photo from 2006)
- Demolished in 2007/2008-time frame
- Separate access road and parking was in place

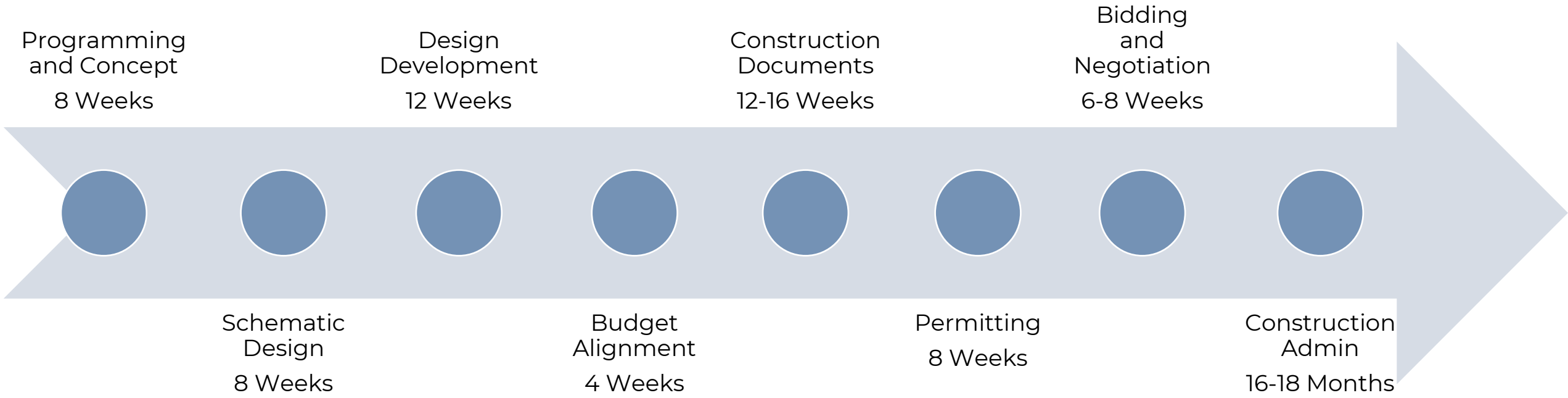
Key Features

- Indoor Recreation Space – Basketball/Volleyball Courts
  - Open, Flexible Spaces for Multiple Purposes (Community Events, Polling Locations, Operations During Emergencies, etc.)
- Spectator Seating
- Changing/Locker Rooms
- Catering Kitchen
- Parks and Recreation Office Space
- Conference/Meeting Rooms
- Additional Entrances and/or Exits From the Park
- Adherence to the High-Performance Building Standards

Design Scope

- Programming and Concept Design with Cost Modeling
- Schematic Design with Cost Modeling
- Design Development with Cost Estimate
- Budget Alignment
- Construction Documents
- Permitting Reviews and Corrections
- Bidding and Negotiation
- Construction Administration

Timeline for Design



Action Item

- Approve the Method Studio design contract as indicated in the associated resolution.

Questions

AGREEMENT FOR
DESIGN CONSULTANT SERVICES

This Agreement for Design Consultant Services is made, and entered into this the 1st day of July 2026, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and Method Studio, Inc., (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 5 W. Hargett St., Ste 1000, Raleigh, NC 27601.

For Professional Services in connection with the Project known as:
Buncombe County Government
Buncombe County Community Resiliency Center

The Owner and the Design Consultant hereby agree as set forth below:

1. ARTICLE 1
DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

1.1. Project. The Project shall be as described above.

1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7 and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.

1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.

1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.

1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

1.6. Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.

2. ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.

2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.

2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.

2.4. Design Consultant Representation.

2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.

2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

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2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.

2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3
BASIC SERVICES

3.1. **Scope of Services**.

3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.

3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.

3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase**.

3.2.1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

3.2.2. The Design Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Costs

3.3. **Construction Document Phase**.

3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

3.3.2. The Design Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. **Permitting and Bidding/Negotiation**.

3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.

3.4.3. *Intentionally left blank for numbering purposes.*

3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.

3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.

3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.

3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement

3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.

3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. **Construction Phase**.

3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.

3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.

3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).

3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.

3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.

3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.

3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.

3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.

3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.

3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.

3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.

3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. **Final Completion of Design Services**.

3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.

3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).

3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.

3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.

3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.

3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the Contract Documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.

3.7. **Serving as Witness**.

3.7.1. The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.8. **Construction Warranty**.

3.8.1. The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies. The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

4. ARTICLE 4
COMPENSATION

4.1. **Basic Services Compensation**.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of $1,599,220.00.

4.1.2. In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3. The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2. **Payments to the Design Consultant**.
Payments on account of the Design Consultant shall be made as follows:

4.2.1. Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Permitting and Bidding/Negotiation Phase	5%
Construction Administration (to include Close Out Documents)	20%
Final Completion of Design Services Phase	100%

4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.3. Additional Services Compensation.

4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.

4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4. Accounting Records.

4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5
PERIOD OF SERVICE

5.1. Unless earlier terminated as provided in Article 12 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility

Construction Warranty; Professional Liability coverage; Indemnification; and Ownership of Documents/Confidential Information shall remain in effect after termination of the other provisions of the Agreement.

5.2. Time is of the essence in this Agreement.

6. ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1. The Owner shall provide full information regarding the requirements for the Project.

6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.

6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.

6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.

6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.

6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7
ADDITIONAL SERVICES

7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:

7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.

7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

7.1.3. Providing planning surveys or alternative site evaluations.

7.1.4. Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.

7.1.5. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

8. ARTICLE 8
NOTICES

8.1. Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Buncombe County
Attn: General Services Department
2945 Riverside Drive
Buncombe, NC 28804

To Design Consultant: Method Studio, Inc.
5 W. Hargett St., Ste 1000
Raleigh, NC 27601

9. ARTICLE 9
INSURANCE

9.1. Insurance

9.1.1. Design Consultant agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Owner's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Design Consultant's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Design Consultant, for losses or damages under this Agreement. The minimum insurance coverage which the Design Consultant shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Design Consultant shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of $1,000,000 each employee accident and $1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Design Consultant with a minimum limit of $1,000,000 per occurrence with a $2,000,000 aggregate.

Professional Liability. Insurance covering the Design Consultant for acts, errors, or omissions in performance of the Agreement with a minimum limit of $1,000,000 per claim for projects under $15,000,000 and a minimum limit of $2,000,000 per claim for projects over $15,000,000.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be $1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Design Consultant may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying professional liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Additional Insurance Provisions.

If the Design Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Design Consultant shall provide the County with certificates of insurance evidencing the above amounts. Buncombe County and General Services Department shall be named as additional insureds under the commercial general liability and business automobile liability policy(s). Before commencing work and for any subsequent renewals, the Design Consultant shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County.

Design Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Consultant shall ensure that Buncombe County and General Services Department are additional insureds on insurance required from subcontractors.

The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

Waiver of Subrogation: Design Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Design Consultant may acquire against the County by virtue of payment of any loss under such insurance. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Design Consultant shall not be interpreted as limiting the Design Consultant's liability and obligations under this Agreement.

9.2. Notwithstanding the foregoing, nothing contained in this Article 9, nor this Contract, shall be deemed to constitute a waiver of the sovereign immunity of the Owner, which immunity is hereby reserved by the Owner.

10. ARTICLE 10
INDEMNIFICATION

10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

11. ARTICLE 11
DISPUTE RESOLUTION PROCEDURE

11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.

11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.

11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

11.3. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

12. **ARTICLE 12**
TERMINATION, SUSPENSION OR ABANDONMENT

12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.

12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.

12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.

12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.

12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.

12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

13. **ARTICLE 13**
SUCCESSORS/ASSIGNMENT

13.1. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

13.2. The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

14. **ARTICLE 14**
OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.

14.2. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Owner's reserved rights.

15. **ARTICLE 15**
ADDITIONAL PROVISIONS

15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.

15.3. The Design Consultant shall follow all applicable federal, state, and local laws.

15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.

15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.

15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

15.13. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

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

See contract cover form for preaudit signature.

DESIGN CONSULTANT:
METHOD STUDIO, INC.

By:_____

Title:_____

Date:_____

OWNER:
COUNTY OF BUNCOMBE

By:_____

Title:_____

Date:_____

ATTACHMENT A

November 19, 2025

Ronnie Lunsford, PEM
Facilities Project Manager | General Services Department
Buncombe County
40 McCormick Pl. | Asheville, NC 28801
828.775.0853

RE: Architectural Services for Buncombe Co. Community Resiliency Center

Thank you for allowing Method Studio the opportunity to provide this fee proposal for architectural design services for Buncombe Co.'s new Community Resiliency Center which will also house the Recreational Services Department in Asheville, North Carolina. This letter will outline services to be rendered by Method Studio in order to provide normal design services to program, design, document, obtain a permit, and provide construction administration services for the new building and will serve as our Letter of Agreement for the project. The list of services to be provided and associated fees have been generated based on experience with similar projects where Method Studio has performed in a similar capacity.

Project Description + Scope

Base Architectural Design:
It is our understanding that the scope of work will encompass approximately 28,000sf that will serve as a vital emergency hub during natural disasters and will also house the Recreational Services Department staff as well as community space. Construction costs are estimated at approximately $535/sf, or $15 million, plus an additional $1.75-$2 million in rooftop photovoltaic solar panels and a Battery Energy Storage System (BESS) to account for one day of resiliency before kicking in generator power (fuel source TBD) during natural disasters.

The anticipated size of the facility will be validated during programming + concept design. We will take a master plan approach to capture potential future phases of development / expansion on the site, while taking care to minimize impact to the existing dog park and community garden. Method Studio will thoughtfully prioritize robust upgrades to life safety systems, fire protection, water quality, mold resistance, stormwater drainage, and structural integrity. Special attention will be given to addressing community needs, particularly for young children, adolescents, the elderly, individuals with special needs, and other underserved populations. The design will emphasize clear circulation, safe sightlines, and accessibility to ensure a functional and inclusive environment. Infrastructure enhancements, including street access, telecommunications, off-grid emergency power systems, and emergency water systems will be incorporated. A high-level study of site hazards, community vulnerabilities, and an emergency event overlay plan will be included as part of the study. Emergency preparedness planning, risk mapping, evacuation planning, and other disaster-related services are excluded from this scope and will be provided by others.

Amenity spaces will include a highly flexible, multi-purpose gymnasium with seating sized for two high school basketball courts, showers/locker rooms and laundry facilities, a commercial kitchen, multi-purpose space and medical supply storage. Exterior programming will feature an enclosed rainwater capture cistern, emergency power generator and storage yard, trash enclosure, reserved parking (100 spaces min), delivery and drop-off zones, and playground areas.

For the purposes of this proposal, the following assumptions and understandings have been made:

- The disciplines of Civil, Structural, Mechanical, Electrical, Plumbing and Landscape Architecture will fall under Method Studio's umbrella, and their associated fees have been included as part of this fee proposal
- Topography, Boundary and Utility Surveys are required for site design and permitting and have been included in the overall fee.
- Site is limited to approximately 7 acres – site programming or design beyond the boundary identified may result in added fees
- Method Studio will assist the owner in determining the construction type
- Method Studio will attend in-person meetings in Buncombe County every other month for workshops/focus groups, up to 6 total.
- Method Studio will hold a virtual meeting via Teams once per month for progress updates between workshops/focus groups
- Cost estimating exercises to be performed during each phase outlined below

Fee is based on an anticipated timeline and phases as outlined below, including review and approval time by Buncombe Co. staff. Defined start and completion dates to be provided upon fee approval. An extension in the schedule may result in added fees:

- Programming + Concept Design + Cost Model: 8 weeks
- Schematic Design + Cost Model Update: 8 weeks
- Design Development + Cost Estimate: 12 weeks
- Cost & Budget Alignment: 4 weeks
- Construction Documents: 12-16 weeks
- Permitting: 8 weeks (to be confirmed with municipality)
- Bidding & Negotiation: 6-8 weeks
- Construction Administration: 16-18 months (to be confirmed with contractor)

Method Studio proposes the following design fees to provide the services outlined above:

Table I: Base Architectural Design

	Project Phase / Service:	**% of Fee**	**Fixed Fee:**	**Remarks / Additional Comments:**
Phase I:	Programming & Concept Design	5%	$ 49,500.00	
Phase II:	Schematic Design	15%	$ 148,500.00	
Phase III:	Design Development	20%	$ 198,000.00	
Phase IV:	Construction Documents, Permitting, Bidding & Negotiations	35%	$ 346,500.00	
Phase VI:	Construction Administration	25%	$ 247,500.00	
	Subtotal Architectural Fees:		**$ 990,000.00**	**Base architectural fee is based on an estimated construction budget of $16.5 million. Fee to be adjusted if construction costs increase more than 20%**
	Cost Estimating		$ 31,910.00	Cost Estimating fees provided by 35North. See consultants' proposal for more details.
	Mechanical, Electrical and Plumbing Engineering Design Fees, including Fire Protection		$ 243,000.00	Mechanical, Electrical, Plumbing and Fire Protection fees provided by Optima Engineering. See Engineer's proposal for more detail.
	Structural Engineering Design Fees		$ 136,000.00	Structural, Civil and Landscape Architecture Design fees provided by Stewart Engineering. See Engineer's proposals for more detail.
	Civil Engineering Design Fees		$ 70,500.00	
	Landscape Architect Design Fees		$ 98,500.00	
	Subtotal Engineering Fees:		**$ 579,910.00**	
	Civil Surveying including Topographical, Boundary and Utility		$ 29,310.00	Surveying fees provided by Stewart Engineering
	Subtotal Additional Consulting Fees:		**$ 29,310.00**	
	MS Consultant Administration Fee		$ 60,922.00	Based on 10% of actual consultant fee.
	Professional Discount		***($ 60,922.00)***	
	Total Design Fees		**$1,599,220.00**	**Billing occurs monthly as a percentage of work completed, or at the end of each phase, whichever comes first.**

Table III: Anticipated Reimbursables: These are estimates, will be billed as actual. See additional information under general understandings & assumptions, page 4

Item I:	Printing:		$1,235.00	See break out detail page 4
Item 2:	Travel: Mileage (per round trip)	Per trip Estimated at	$ 352.80	Approx. 504 miles round trip from Raleigh office to Site. Additional Miles to be billed per occurrence at $0.70 cents per mile
Item 3	Travel: Hotel	Per staff member per trip	$ 200.00	Anticipate 2-3 staff members per trip, per night
Item 4	Travel: Meal Per diem	Per staff member per day	$ 59.00	Anticipate 2-3 staff members per day, per trip

Table IV: Additional Services if desired

ADD-01	FF&E Design Consultation for site, common public spaces, amenity space, offices and meeting spaces	$ 28,000.00	Based on 200 staff hours at $140/hr, to be confirmed once scope is clearly defined.
ADD-02	Integrated Environmental Graphics: Branding, Signage & Wayfinding	$ 35,000.00	Based on 250 staff hours at $140/hr, to be confirmed once scope is clearly defined.
	LEED Design & Documentation	Excluded	
	Well building Design & Documentation	Excluded	
ADD-03	Audio Visual Engineering Design Fees	$ 11,000.00	
ADD-04	Voice & Data Cabling Design Fees	$ 11,000.00	
ADD-05	Security Design (Access control & CCTV)	$ 11,000.00	
	Comprehensive Community Resiliency Planning and Public Outreach Survey	Excluded	Provided by owner, specialty consultant and additional fee can be added upon request
ADD-06	Interior Photo Real Renderings: 4 images, 2 exterior, 2 interior	$10,800.00	3D sketch renderings in Enscape included in basic services
ADD-07	Aerial video / 3D animation overlay on drone photography, 1-2 minutes	$10,000.00	

Method Studio's scope of work includes the following services:

Programming & Concept Design:
Method Studio will work collaboratively with leadership to develop an overall vision for the project which includes specific project goals. We will simultaneously work to outline program data and space requirements. Method Studio will meet with leadership to establish team responsibilities, methods of approval, project procedures and schedule requirements. Once program verification is complete, Method Studio will develop a graphic representation of the site plan, building massing and interior spaces. Two (2) minor revisions will be provided, if necessary, as part of this phase. Additional revisions are billed hourly per fee structure below. A preliminary cost estimate is included as part of this phase.

Schematic Design / Design Development Material Selection Phase (SD & DD):
Preliminary concepts and finish materials will be presented & coordinated during this phase. Upon approval of the massing and space plan, Method Studio will coordinate aspects of the buildout process with consultants, i.e., mechanical, electrical, and plumbing, as necessary to finalize the schematic design. Method Studio will conduct a review of governing codes & local requirements. Method Studio will provide drawings & documents to establish the final relationships, sizes, scope, and appearance of the project, including major dimensions, materials, and finishes. Coordination with the cost estimating consultant is included at the conclusion of each of these phases. Owner requested revisions made after the space plan and conceptual designs have been approved are billed hourly per fee structure below.

Construction Document Phase (CD):
Upon the approval of the schematic & design development documents, Method Studio will develop the necessary plans, elevations, sections, details, schedules, and specifications of the project. This phase involves the documentation of the project to prepare for bidding and permitting. Method Studio will coordinate with consultants, including a final cost estimate.

Permitting Phase:
Method Studio will collaborate with the client to submit plans to the local municipality for Permitting. We will work with the local governing agencies and the designated consultants to resolve any deficiencies or discrepancies in the permit set to address their comments.

Bidding & Negotiation Phase (B&N):
Method Studio will coordinate and administer the process of bidding to multiple General Contractors and will work with the owner to select.

Construction Administration Phase (CA):
Method Studio will assist the client in administering and coordinating the build-out during construction by providing basic services to be billed hourly during the construction phase. Method Studio will review related submittals, attend construction meetings, make periodic site visits, conduct a final walk, and create a project punch list outlining known deficiencies of the final space as related to the contract documents. Our consultant team will also perform periodic site visits throughout construction and provide observation reports for distribution to the team. At the conclusion of the project, Method Studio will work with the general contractor to compile all required close out documentation.

Materials, Furnishings, & Equipment (optional additional service):
Method Studio is not affiliated, owned, or associated with any particular product line, furniture provider, or manufacturer. Method Studio accepts no specification fees or incentives from vendors, furniture dealerships, or manufacturers. Should any cost savings or incentives be offered, they will be disclosed and passed directly on to the client.

FF&E Design option assumes a direct award to vendors & subconsultants without an established design & specification criterion included. Method Studio's scope of work includes coordinating with vendors for furniture and equipment to provide recommendations on specifications that coordinate with the interior build out and infrastructure. Method Studio to coordinate power & data placement for FF&E, coordinate the locations of core drills and outlets, coordinate backing required in walls, coordinate delivery and installation of the FF&E package, and conduct a final walk and punch list of the FF&E package.

General Understandings & Assumptions:

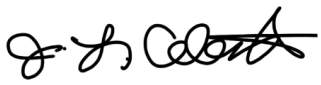
- The creation of As-Built documents for use in the creation of the necessary project electronic files is not included for the defined scope of work.
- While Method Studio shall work toward completing a thorough analysis of architectural issues for the selected site as related to the project, it is clearly understood that hidden or unknown conditions, issues, requirements, and/or regulations unknown to Method Studio may exist. Although Method Studio shall exercise due diligence in responding to such issues, it is understood that Method Studio cannot be held responsible for unknown conditions and issues related to the project that are unforeseen.
- Complexity of design and accelerated schedule parameters could require a modification in fees.
- Services by Engineering Consultants (mechanical/electrical/plumbing/fire protection/civil/landscape) are necessary to complete the work and their fees have been included in this agreement. If desired, Method Studio can assist the owner in the hiring of consultants whose work would be performed under our contract and for additional fees. All professional fees for consultants hired by Method Studio for the project will include a 10% consultant administration fee.
- Services by additional consultants outside of MEP may be necessary to complete the work and their fees are not included in this agreement. Method Studio will coordinate with the owner's consultants or can assist the owner in obtaining competitive bids and the hiring of consultants whose work would be performed under Method Studio's contract. The following consulting services are excluded, such as (but not limited to): Geotechnical Soils Investigation (including Site-Specific Seismic Study, Observed Site Class Determination, and Infiltration Tests) , Aerial Imaging, Off-site Utilities Design, Land Title Report, Subdivisions and Plats, Legal Descriptions, Zoning Change Application, Planned Development Application, Slope-Stability Analysis, Transportation Study, Traffic Impact Analysis, D.O.T. Permits, Soil Thermal Conductivity Analysis, Hydrological Study, Voluntary Clean-Up Plan, Methane / Radon Gas Mitigation, U.S. A.C.E. Wetland Delineation / Wetland Mitigation Plan, FEMA Flood Plan Mapping, Stream Alternation Plan, Storm Water Discharge Pumping Stations, Wells / Canals / and Water Rights Services, Septic Systems Design, SWPPP Design/Engineering, Environmental Impact Study, Archeological Report, Existing Building Assessment Services, Hazardous Materials Survey, Structural Assessment of Existing Facilities (Tier 2 / Tier 3), Deep Foundation Systems Design, Building Systems Commissioning, Building Envelope Commissioning, Owner's Project Requirements (OPR), 3D animations, etc.
- Specification of Furnishings, Fixtures & Equipment (FF&E) is not included in basic architectural services. The fee does cover the graphic layout of conceptual furnishings necessary to enhance the space plan.
- Reimbursable expenses are to be compensated at one and one tenth (1.1) times actual expense. Reimbursable expenses include, but are not limited to, mileage for distances greater than 20 miles, travel expenses (airfare, hotel, transportation, meals), reproductions, plotting, mileage, etc. Method Studio anticipates the following reimbursable expenses:
    1. Mileage from Raleigh, NC to Asheville, NC project site
    2. Hotel & Meals
    3. Printing: (For each package) 24" x 36" @ $3 per sheet, 3 sets total at 50 sheets per set: $450.00, 12"x 18" @ $1.50 per sheet, 9 sets total at 50 sheets per set: $675.00, 8" x 11" @ 10 cents per sheet 500 sheets at $50.00, 11" x 17" @ 12 cents per sheet 500 sheets at $60.00.
    4. Permits & plan check fees are excluded.
- Services requested by more than thirty (30) days after Substantial Completion shall constitute an Additional Service.
- Fee is based on the schedule outlined in the project description on page 1, with an estimated project completion date of Summer of 2029.

Any additional services requested beyond the scope listed above will be charged at the following hourly rates:

Sr. Principal	$260	Sr. Interior Designer	$150	Graphic Designer	$125
Principal	$185	Interior Designer	$125	Architectural Associate	$130
Sr. Project Manager	$180	Interior Design Associate	$115	BIM Specialist	$120
Project Manager	$160	3D Artist	$150	BIM Technician	$115
Sr. Architectural Designer	$180	Sr. Job Captain	$125	Technical Support	$100
Architectural Designer	$140	Job Captain	$120	Administrative	$120
Project Architect	$150	Sr. Graphic Designer	$150	Clerical	$ 80

We are incredibly excited about this important project and thank you for the opportunity to work with Buncombe Co. to help you achieve your goals. Please don't hesitate to call with any questions.

Sincerely,



Jenn Celestino, IIDA, LEED AP®, NCIDQ
Associate Principal



Joshua Greene, AIA, NCARB
Principal

Approved by:

By: _____

Title: _____ Date: _____

5 W. Hargett St., Ste.1000 Raleigh, NC 27601 method-studio.com 919.521.4801

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECTRUAL AND ENGINEERING SERVICES FOR THE INDOOR RECREATION CENTER

WHEREAS, Buncombe County requires the services of a professional architectural firm to carry out architectural design and engineering services for the design of an Indoor Recreation Center to be located at 52 Apac Dr., Asheville, N.C.

WHEREAS, North Carolina General Statute § 143-64.31 requires the selection of architectural and engineering services shall be based on demonstrated competence and qualification. After selection of the best qualified firm, then negotiation may begin with that firm of a contract at a fair and reasonable amount. If an agreement can't be reached, then the County may begin negotiations with the next best qualified firm.

WHEREAS, The General Services Division solicited qualifications for a full set of biddable construction documents, bidding and construction administration for a new Indoor Recreation Center in a Request for Qualifications (RFQ) and a selection committee evaluated submittals based on a standardized scoring process.

WHEREAS, Upon completion of the submittal evaluation and scoring, the selection committee has identified the top qualified firm, Method Studio, for consideration.

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

1. That the County Manager or designee is hereby authorized and empowered to enter into a contract for architectural and engineering services including but not limited to construction documents, bid management and construction administration for the Indoor Recreation Center with the firm Method Studio for the amount $1,599,220.00.

2. That this resolution shall be effective upon its adoption.

Adopted this 18th day of August 2026.

ATTEST:

_____

Sarah Gross, Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

BY: _____

Amanda Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

August 18, 2026

Strategic Partnership Grants Committee

(Funding Advisory, 3-year term)
(2 appointments)

NAME	ZIP CODE	EMPLOYER	RACE/ GENDER	AGE
Sala Menaya-Merritt *(appointment)*	28748	City of Asheville	Black/Female	55+
Sandy Feutz *(appointment)*	28806	Unemployed	White/Female	55+

Asheville Buncombe Technical CC Board of Trustees

(Governance/Legislative, 4-year term)
(1 appointment)

NAME	ZIP CODE	EMPLOYER	RACE/ GENDER	AGE
Edward M. Willis *(appointment)*	28806	CEW Consulting, LLC	Black/Male	55+