

## PROPOSED AGENDA

### Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, October 11, 2016 at 4:30 p.m.

#### A. Roll Call by the Clerk

Mayor George F. Goosmann, III  
Commissioner Fran G. Cogburn  
Commissioner E. Glenn Kelly  
Commissioner Doris P. Loomis

#### B. Approval of the Minutes

1. The minutes of the Special Call Meeting held on September 13, 2016 will be presented for approval.
2. The minutes of the Regular meeting held on September 13, 2016 meeting will be presented for approval.

#### C. Reports of Officers

1. Chief of Skyland Fire and Rescue
2. Chief of Police
3. Public Works Director
4. Town Administrator

#### D. New Business

1. Consideration of Sign Request for Carolina Day School
2. Consideration of Amendments to Tree Protection Ordinance
3. Consideration of Resolution to Approve Sale of Surplus Equipment
4. Consideration and Discussion of Harris Software Quote in Conjunction with AMI Water Meter Project

#### E. Petitions, Motions, and Other Business

#### F. Public Comment

#### G. Adjourn

MINUTES OF THE MEETING OF THE MAYOR AND TOWN COMMISSIONERS OF  
BILTMORE FOREST HELD SEPTEMBER 13, 2016.

Be it remembered by those that follow these proceedings that the Governing Board of the Town of Biltmore Forest met and conducted the following business:

Roll call by the Clerk:

Mayor George F. Goosmann, III, present  
Commissioner Fran G. Cogburn, present  
Commissioner E. Glenn Kelly, present  
Commissioner Doris P. Loomis, present

Mr. Jonathan Kanipe, the Town Administrator, and Mr. William Clarke, the Town Attorney, were also in attendance.

Mayor Goosmann called the meeting to order at 4:30 p.m.

Commissioner Cogburn made a motion to approve the August 16, 2016 minutes. Commissioner Kelly seconded and the minutes were unanimously approved.

The Mayor noted that the Board agreed to move the public comment period to the front of the agenda. Mayor Goosmann noted that the Board had received a petition from Mr. Tucker Veach regarding the Town's animal control ordinance. Mr. Clarke reviewed the procedure for the public comment section, and invited those wishing to speak to keep their comments to five minutes and invited those in support of the same position to select a spokesperson for their group. Mr. Clarke also informed the public that he advised the Board not to make any public comment on the matter due to the pending litigation. Mr. Tucker Veach was the first member of the public to speak. He explained that the current ordinance states that there are only three pets allowed at one residence. This ordinance has been the same since 1923 and Mr. Veach suggested that the ordinance be revised to resemble that of the City of Asheville. Mr. Veach feels this ordinance is outdated and

needs to be updated. Mr. Veach states that the Town needs to settle this issue and put it behind us and waste no more time and tax payer money.

Mrs. Louise Brackett spoke next support of the Town's existing animal control ordinance. She is not in agreement with Mr. Veach and believes that if the ordinance is changed that it will set a domino effect in place that all the ordinances will be in question. Mrs. Brackett stated that this is Biltmore Forest and would like it to keep its integrity. Mrs. Brackett stated that this not the City of Asheville but rather is Biltmore Forest; there is a difference and the two should not be confused with one another.

Mr. Veach responded to Mrs. Brackett's comments that he is aware that this is Biltmore Forest and feels that cats being permitted as requested are much different than having three pit bulls. Mr. Veach states that these cats are indoor cats and will be of no bother to anyone unless someone was invited to the Stonecipher home. Mr. Veach stated that he has lived in the Town and when he was growing up that they had multiple animals and no mention of a problem that they kept that many at their home.

Ms. Sally Middleton-Parker spoke; she was a former resident of the Town. She stated that this is a city, state, and world issue regarding animal rights. Ms. Parker states that this kind of matter may deter homebuyers from looking into the Town because of issues such as these.

Mrs. Toya Hauf spoke in support of the existing ordinance and stated that when she moved into the Town that she inquired about the pet ordinance and knew about the three pet limit when she moved in with her three dogs. She feels potential residents that come into the Town looking to live here should inquire about the rules before they move in. There should not be a forgiveness given after there have been renovations on the property or a resident has moved and the rules be changed for them.

Mr. James Rose who is a resident of the Town spoke and supports Mr. Veach's petition and agrees that there should not be any more tax dollars. Mr. Rose believes it should be settled and

the Town can move forward without any further attorney involvement. Mrs. Barbara Veach also spoke in support of the petition put forward by her husband, Mr. Tucker Veach.

There were no further public comments, and Mr. Clarke thanked those who spoke for their thoughts on the matter.

Assistant Fire Chief, Ryan Cole of the Skyland Fire Department, was present to review the drop in the Town's fire insurance rating from a Class 4 to a Class 3. The decreased class change means lower premiums for homeowners in the Town. Skyland Fire Department has worked hard to get this lower class rating and is almost close to being a Class 2. Assistant Chief Cole mentioned the diligence of the Town Public Works Department and their efforts in getting the class rating lowered. Assistant Chief Cole instructs residents to go onto website and obtain a form to turn into the insurance company for proof of the new change. Mayor Goosmann thanked Skyland Fire Department for all they do for the Town.

Mayor Goosmann asked Police Chief Eric Tinsley for the Police Department Report. Chief Tinsley gave an update on several recent purse snatchings that have occurred at the Carolina Day School. Chief Tinsley stated there is an ongoing investigation of these crimes and suspects are currently being questioned. Mayor Goosmann thanked the Police Department for all they do for the Town. Police Chief Tinsley gives an update on the body cameras for the Police force. The Police Department is looking into vendors such as Intrensic and Taser. The Town has used Wolfcom cameras for four years but technology has changed and there are better low cost, light weight options that Chief Tinsley is currently looking into.

Mayor Goosmann asked Mr. Terry Crouch for the Public Works monthly report. Mr. Crouch stated the new recycling truck should arrive by late October or early November. There will be paving that will begin on Wednesday Sept 14, 2016 on Vanderbilt Road. Two stretches of road will be repaved where earlier storm water work was completed. Mr. Crouch also mentioned the 10" water line replacement near the DoubleTree and MAHEC properties.

Mr. Kanipe provided an update on Buckeye Construction and the 10 inch water line that is being constructed. This will result in the closure of Vanderbilt Road on Friday, September 16<sup>th</sup> from 5:30pm until the following morning at 3:00 am. Mr. Kanipe indicated that a notice would be placed on the Town website and an alert sent out via the Nixle system to all citizens. Mr. Kanipe reviewed the AMI Water Meter Project and informed the Board this was still in process. There are software issues between the vendor (Badger) and our accounting software support, Harris. The AMI project will enable the Town to access water meters through cellular technology to read the meters and to prevent leaks the moment they occur.

Mr. Kanipe provided an update on ACI and Official Payments. This software will allow residents to pay for their bills via credit card. A contract was sent to the Town and Mr. Clarke has reviewed and approved this, with some recommended changes. There will be a fee involved for the service and it would be added on to the person making the payment and not to the Town.

Mayor Goosmann went over new business starting with the request for changing a sign located at 1265 Hendersonville Road which is currently occupied by Johnson, Vollmerhausen, & Gates. Heather Gates represented the firm and attended the meeting. The footprint of the sign will not change, and the only possible change (other than the cosmetic look of the sign) might be an increased height of four inches. Commissioner Kelly approved and Commissioner Loomis seconded and the motion was unanimously approved.

Mr. Kanipe noted that the MAHEC secondary driveway request onto Vanderbilt Road has been withdrawn by the applicant.

The Tree Protection Ordinance was discussed and how it would be constructed and written. Mr. Kanipe indicated that this amendment would require approval from the Commissioners for the removal of thirty (30) or more in a one year period. Mr. Kanipe has the authority to allow removal of ten (10) trees as the ordinance is written at this time. The Town's tree consultant, Rusty Rhea, was brought in to consult on best practices related to amending the ordinance. Mr. Rhea uses measurements and a prism to determine if the removal of a tree is appropriate in an area and, if so, whether replacement is warranted based on the density of the site. There was discussion regarding

a possibility of a civil or misdemeanor penalty that could be enforced. Commissioner Kelly and Commissioner Loomis made some suggestions on the wording of the ordinance and asked if a draft would be ready by next meeting. Mayor Goosmann, Mr. Clarke, Commissioner Kelly and Commissioner Loomis stressed how the ordinance would like to be worded and updated. Staff will work further on these amendments and present them at the next Board meeting.

Mr. Kanipe reviewed the final agenda item which was the approval of an increase in the tap fee for water taps. Mr. Kanipe noted that this was planned to be increased during the budget process but the actual change in price was not included on the approved fee schedule. The water meter tap fee will be increased from \$1,770.00 to \$2,000.00. This is to cover more of the costs of materials and installation. This is still lower than the City of Asheville's cost by \$600.00. Commissioner Cogburn motioned for approval of this item, which was seconded by Commissioner Loomis. All voted in favor.

There being no further business, Mayor Goosmann adjourned the meeting at 5:15 pm. The next Board of Commissioners meeting is scheduled for Tuesday, October 11, 2016 at 4:30 p.m.

ATTEST:

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Jonathan B. Kanipe  
Town Administrator

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George F. Goosmann, III  
Mayor

MINUTES OF THE SPECIAL CALL MEETING OF THE MAYOR AND TOWN  
COMMISSIONERS OF  
BILTMORE FOREST HELD SEPTEMBER 13, 2016.

Be it remembered by those that follow these proceedings that the Governing Board of the Town of Biltmore Forest met and conducted the following business:

Roll call by the Clerk:

Mayor George F. Goosmann, III, present  
Commissioner Fran G. Cogburn, present  
Commissioner E. Glenn Kelly, present  
Commissioner Doris P. Loomis, present

Mr. Jonathan Kanipe, the Town Administrator, and Mr. William Clarke, the Town Attorney, were also in attendance.

Mayor Goosmann called the Special Call meeting to order at 4:00 p.m. Mr. Kanipe noted that the Special Call meeting had been properly noticed with details posted on the Town website and Bulletin Board.

Commissioner Loomis made a motion to enter into Closed Session to discuss pending litigation with the Town Attorney in regards to the matter of Debra A. Stonecipher, individually and as Trustee for the Debra Stonecipher Revocable Trust and Harry C. Stonecipher versus the Town of Biltmore Forest. The motion was seconded by Commissioner Cogburn. The motion passed unanimously and the Board removed to Closed Session. The Board discussed the pending litigation with the Town Attorney.

The Board reconvened from Closed Session at 4:19 p.m. Commissioner Kelly made a motion to adjourn the special call meeting, and the motion was seconded by Commissioner Cogburn. The motion passed unanimously and the meeting was adjourned.

ATTEST:

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Jonathan B. Kanipe  
Town Administrator

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George F. Goosmann, III  
Mayor

DRAFT



MEMORANDUM  
OCTOBER 11, 2016

To: Mayor and Commissioners  
From: Jonathan Kanipe, Town Administrator  
Re: Town Administrator Report  
Date: October 6, 2016

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#### Board of Adjustments Meeting

The Board met in September and approved a new residence to be located at 35 Hilltop Road. The Board previously considered this application the month before when it included a variance of the side yard setbacks. Based on feedback received at the meeting, the applicants tabled the matter and returned in September with a revised plan that showed the home in compliance with all setbacks and provisions of the ordinance.

The Board also considered a request from MAHEC to construct a new building and parking garage on their property, as well as secondary access to the property from Vanderbilt Road. The Board had many questions regarding the proposed secondary access road from Vanderbilt Road and MAHEC tabled the request, in its entirety, until they could provide more information as requested by the Board. MAHEC has provided additional information for the Board of Adjustments and this is scheduled to be presented to them at their next regular meeting on Monday, October 17<sup>th</sup>.

#### Project Updates

##### *VoIP Phone Project:*

We continue to work with VC3 to implement our new VoIP phone system. VC3 is handling the porting of the phone numbers which is likely to be the longest portion of the project.

##### *Public Works Building Project:*

Staff met with Clark Nexsen on Thursday, October 6<sup>th</sup> to receive initial information on the project. The survey work for the Town property has been completed and Mr. Roberson met with staff to review the property line and utilities that were located. There are a significant amount of utilities, easements, and rights of way in play on the property owned by the Town which presents logistical challenges in some respects. I hope to have a copy of the survey with the color coded utilities to provide to you at the meeting. Mr. Roberson plans to present an update to the Board at the November meeting and provide more guidance on the building possibilities at that point.

### Town History Event

The Town history and architecture event, held on Sunday, October 2<sup>nd</sup>, was a tremendous success. We believe approximately 180 people came through during the course of the day, and the two lectures held by Jack Thomson of the Buncombe County Preservation Society were informative and well received. A sincere thank you goes to the Biltmore Forest Community Committee for their hard work and dedication in devising and hosting such a fantastic event.

### NCLM Annual Meeting

Commissioner Loomis and I will attend the 2016 NCLM Annual Meeting in Raleigh in several weeks. Commissioner Cogburn is joining us for the NCLM Advocacy Goals Conference which will be held immediately preceding the Annual Conference. We will report back at the next meeting on any advocacy goals or initiatives presented by the League.

# Call Log Call Type Summary

## Biltmore Forest Police Department

09/01/2016 - 09/30/2016

<No Call Type Specified>	3	Abandoned Vehicle - 10-39	1
Accident - 10-50	1	Alarm - 10-90	34
Animal Carcass - 10-91	1	Assist EOC - 10-77	3
Assist Motorist - 10-85	11	Assist Other Officer or Agency - 10-78	12
Assist Resident - 10-86	9	Bear Report - 10-89/Bear	11
Bicyclist Violation - Bicyclist Violation	3	Busy - 10-6	3
Crime Prev. - 10-108	2	Distressed Animal - Distressed Animal	1
Disturbance - 10-79	1	Dog Complaint - 10-89	7
Escort - 10-59	1	Extra Check - 10-116	4
Fire - 10-88	1	Hit and Run - 10-54	1
Improper Parking - 10-70	6	Investigation - 10-63	6
Larceny - 10-103	3	License Checkpoint - License Checkpoint	2
Noise Disturbance - 10-79/N	1	Ordinance Violation (Other) - Ordinance Violation	8
Pedestrian Violation - Pedestrian Violation	1	Radar Operation - 10-38R	9
Reckless Veh. - 10-49	2	Relay Message - 10-16	1
Road Blocked - 10-53	6	Sign Ord Violation - 10-118	3
Special Assignment - 10-107	2	Suspicious Person - 10-113	10
Suspicious Vehicle - 10-60	29	Vandalism - 10-102	1
Vehicle Registration - 10-28	21	Vehicle Stop - 10-61	21
Well-being Check - 10-117	5		

**Total Number Of Calls: 247**

# Activity Detail Summary (by Category)

Biltmore Forest Police Department

(09/01/2016 - 09/30/2016)

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## Incident/Investigations

0620 - Larceny - Purse Snatching	1
0640 - Larceny - From Motor Vehicle	1
0660 - Larceny - From Buildings	1

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Total Offenses	3
Total Incidents	3

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## Arrests

0800 - Simple Assault	1
2640 - Contempt of Court, Perjury, Court Violations	2

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Total Charges	3
Total Arrests	2

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## Accidents

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Total Accidents	2
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## Citations

Expired Registration	1
No Insurance	1
No Operator License	1
Other (Misdemeanor)	2
Secondary Charge	1

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Total Charges	6
Total Citations	6

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## Warning Tickets

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Total Charges	0
Total Warning Tickets	0

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# Activity Detail Summary (by Category)

Biltmore Forest Police Department

(09/01/2016 - 09/30/2016)

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## Ordinance Tickets

Total Ordinance Tickets 0

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## Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

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## Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

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# Call Log Action Taken Summary

Biltmore Forest Police Department

09/01/2016 - 09/30/2016

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<No Action Taken Specified>	7	A - Report	5
C - Written Warning	1	D - Unable to Locate Suspect	12
E - Unable to Locate	13	F - No Police Attention Needed	20
G - Problem Settled	17	H - Advised Proper Action	9
I - Vehicle Checked OK	15	J - Person Checked OK	11
K - Property Checked OK	31	L - Verbal Warning	24
M - Citation	4	N - Arrest	2
O - Made Contact Report	2	P - Assisted/Backed Up Officer	4
Q - Other Agency Handled Call	10	R - Other	25
Z - Mission Completed	35		

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**Total Number Of Calls: 247**



# Biltmore Forest Public Works Department

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**Terry Crouch**  
**Director Of Public Works**  
**355 Vanderbilt Road**  
**Biltmore Forest NC, 28803**

**Phone: 274-3919**  
**Fax: 274-3921**  
**Mobile: 777-4466**  
**Email: [tcrouch@biltmoreforest.org](mailto:tcrouch@biltmoreforest.org)**

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## **PUBLIC WORKS MONTHLY REPORT** **SEPTEMBER 14, 2016 TO OCTOBER 11, 2016**

- Completed all of the normal routine services to the residents on schedule.
- Read all of the water meters on schedule.
- We have mounted the 2 new leaf boxes in to the dump trucks for the leaf collection at the beginning of November.
- Completed the quarterly vehicle maintenance and safety inspections on all of the Public Works vehicles.
- Spent several hours assisting the strippers with traffic control to keep cars off of the fresh painted lines.
- We are continuing to use the tractor mounted blowers to clean leaves and debris off of the roads.
- Completed 28 special requests from the residents, extra garbage collection, meter rereads, house no. signs, recycling request, etc and completed 21 utility locate request.
- Completed the 2 monthly bacteriological water samples for September and both were in compliance with the state.
- We repaired 3 streetlights (General Repairs) and 1 streetlight that we had to replace the electrical ballast.

- A total of 482 hours were spent maintaining the Towns roads and road shoulders.
- Collected a total of 22 loads of brush that have been transported to Asheville Stump and Dump.
- Completed the monthly oil changes to the Police vehicles
- Mowed and weedeated all of the road shoulders and parks as needed.
- Spent 95 hours in the Town's parks mowing and weedeating.
- The new 10 inch waterline replacement on Vanderbilt has been completed and is up and running with no problems.

Sincerely

Terry Crouch  
Director of Public Works



MONTHLY FINANCIAL STATEMENT  
TAX COLLECTION REPORT

SEPTEMBER 2016

**CASH ON HAND**

First Citizens Money Market Checking	\$	618,687.56
NC Cash Mangement Trust	\$	1,698,579.02
<b>TOTAL</b>	<b>\$</b>	<b>2,317,266.58</b>

**First Citizens Money Market Checking  
Monthly Transaction Summary**

Cleared Checks	(198,193.19)
Cleared Deposits	355,022.78
Cleared Other Credits	409,544.14
Cleared Other Debits	(89,647.94)
Cleared ePayments	(65,573.27)
Change in Account Balance	411,152.52
Beginning Balance	345,722.10
Less Outstanding Checks	(138,187.06)
Ending Balance	618,687.56

**NC Cash Mangement Trust  
Monthly Transaction Summary**

Cleared Checks	-
Cleared Deposits	-
Cleared Other Credits	166,621.35
Cleared Other Debits	(400,000.00)
Cleared ePayments	-
Change in Account Balance	(233,378.65)
Beginning Balance	1,931,957.67
Ending Balance	1,698,579.02

**TAX COLLECTION**

The 2016 tax scroll was received from Buncombe County Tax Office on Monday, August 29, 2016. Bills were mailed on September 15, 2016 as follows:

	Assessed Value	Tax Levy
Real Property	\$ 642,615,400.00	\$ 2,538,330.83
Personal Property (Includes Public Service Companies)	\$ 11,189,479.00	\$ 44,198.44
Exemptions	\$ (519,600.00)	\$ (2,052.42)
Deferrals	\$ (30,426,100.00)	\$ (120,183.10)
Adjustments	\$ (3,092.00)	\$ (12.21)
<b>TOTAL</b>	<b>\$ 622,856,087.00</b>	<b>\$ 2,460,281.54</b>
<b>Budgeted</b>		<b>\$ 2,447,964.00</b>

	YTD Collection	Budgeted
<b>DMV Taxes FY 16-17</b>	<b>\$ 30,548.87</b>	<b>\$ 102,951.00</b>



Town of Biltmore Forest  
REVENUE & EXPENDITURE STATEMENT  
09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
<b>10 GENERAL FUND</b>					
REVENUE:					
3010 AD VALOREM TAX	2,469,835.89	2,490,922.63	0.00	2,553,331.00	98.0
3020 UNRESTRICTED INTERGOVERNMENT	153,958.69	328,491.29	0.00	1,233,442.00	27.0
3030 RESTRICTED INTERGOVERNMENT	31,849.53	32,079.67	0.00	64,800.00	50.0
3040 PERMITS & FEES	819.00	12,560.00	0.00	12,024.00	104.0
3050 INVESTMENT EARNINGS	394.90	1,347.73	0.00	2,909.00	46.0
3060 MISCELLANEOUS	1,212.95	4,464.78	0.00	51,857.00	9.0
TOTAL REVENUE	<u>2,658,070.96</u>	<u>2,869,866.10</u>	<u>0.00</u>	<u>3,918,363.00</u>	<u>73</u>
EXPENDITURE:					
4200 ADMINISTRATION	17,048.35	54,687.18	0.00	254,748.00	21.0
5100 POLICE DEPARTMENT	136,579.82	363,290.59	12,537.91	1,361,111.00	27.0
5200 FIRE SERVICES	106,250.00	212,500.00	0.00	425,000.00	50.0
5600 PUBLIC WORKS	66,693.08	169,466.28	70,282.28	700,428.00	24.0
5700 STREETS & TRANSPORTATION	9,979.92	21,676.01	3,126.45	317,238.00	7.0
5800 SANITATION & RECYCLING	18,856.76	55,403.10	35,591.56	369,485.00	15.0
6600 GENERAL GOVERNMENT	18,786.47	130,051.34	0.00	426,500.00	30.0
6700 DEBT SERVICE	0.00	9,786.00	0.00	71,353.00	14.0
TOTAL EXPENDITURE	<u>374,194.40</u>	<u>1,016,860.50</u>	<u>121,538.20</u>	<u>3,925,863.00</u>	<u>26</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>2,283,876.56</u>	<u>1,853,005.60</u>	<u>-121,538.20</u>	<u>-7,500.00</u>	<u>-24,707</u>
OTHER FINANCING SOURCE:					
3500 OTHER FINANCING	0.00	0.00	0.00	7,500.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,500.00</u>	<u>0</u>

Town of Biltmore Forest  
 REVENUE & EXPENDITURE STATEMENT  
 09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>2,283,876.56</u>	<u>1,853,005.60</u>	<u>-121,538.20</u>	<u>0.00</u>	<u>0</u>
<b>30 WATER &amp; SEWER FUND</b>					
REVENUE:					
3350 COMMISSIONS, SW CHG COLL	1,508.43	1,508.43	0.00	9,392.00	16.0
3710 WATER SALES	-2,986.80	162,353.62	0.00	781,203.00	21.0
3730 WATER TAP & CONNECT FEES	90.00	290.00	0.00	6,000.00	5.0
TOTAL REVENUE	<u>-1,388.37</u>	<u>164,152.05</u>	<u>0.00</u>	<u>796,595.00</u>	<u>21</u>
EXPENDITURE:					
8100 WATER DEPT.	96,333.98	158,139.54	2,501.81	796,595.00	20.0
TOTAL EXPENDITURE	<u>96,333.98</u>	<u>158,139.54</u>	<u>2,501.81</u>	<u>796,595.00</u>	<u>20</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-97,722.35</u>	<u>6,012.51</u>	<u>-2,501.81</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>-97,722.35</u>	<u>6,012.51</u>	<u>-2,501.81</u>	<u>0.00</u>	<u>0</u>

Town of Biltmore Forest  
 REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND  
 09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
<b>10 GENERAL FUND</b>					
REVENUE:					
3010 AD VALOREM TAX					
10-3010-0000 TAX COLLECTION CURRENT YR-PROF	2,460,283.26	2,460,283.26	0.00	2,447,964.00	101
10-3010-0100 AD-VALOREM TAX COLL CURRENT YI	9,523.24	30,548.87	0.00	102,951.00	30
10-3010-0200 TAX COSTS,PENALTIES,& INTEREST	29.39	90.50	0.00	2,416.00	4
3010 AD VALOREM TAX	<u>2,469,835.89</u>	<u>2,490,922.63</u>	<u>0.00</u>	<u>2,553,331.00</u>	<u>98.0</u>
3020 UNRESTRICTED INTERGOVERNMENT					
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	42,996.08	42,996.08	0.00	218,000.00	20
10-3020-0100 BEER & WINE TAXES	0.00	0.00	0.00	6,300.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	47,027.91	137,859.96	0.00	523,665.00	26
10-3020-0300 1/2 CENT SALES TAX A.40	19,516.03	55,714.59	0.00	205,741.00	27
10-3020-0400 1/2 CENT SALES TAX A.42	24,857.80	72,359.79	0.00	273,336.00	26
10-3020-0600 SALES TAX REFUND	16,224.15	16,224.15	0.00	500.00	3,245
10-3020-0700 GASOLINE TAX REFUND	3,336.72	3,336.72	0.00	3,500.00	95
10-3020-0800 PROGRESS ENERGY FRANCHISE	0.00	0.00	0.00	2,400.00	0
3020 UNRESTRICTED INTERGOVERNMENT	<u>153,958.69</u>	<u>328,491.29</u>	<u>0.00</u>	<u>1,233,442.00</u>	<u>27.0</u>
3030 RESTRICTED INTERGOVERNMENT					
10-3030-0000 SOLID WASTE DISPOSAL TAX	0.00	222.71	0.00	1,200.00	19
10-3030-0100 POWELL BILL	31,849.53	31,849.53	0.00	63,600.00	50
10-3030-0200 ILLICIT SUBSTANCE TAX	0.00	7.43	0.00	0.00	0
3030 RESTRICTED INTERGOVERNMENT	<u>31,849.53</u>	<u>32,079.67</u>	<u>0.00</u>	<u>64,800.00</u>	<u>50.0</u>
3040 PERMITS & FEES					
10-3040-0000 BUILDING PERMITS	804.00	12,545.00	0.00	10,224.00	123
10-3040-0100 DOG LICENSE FEE	15.00	15.00	0.00	1,800.00	1
3040 PERMITS & FEES	<u>819.00</u>	<u>12,560.00</u>	<u>0.00</u>	<u>12,024.00</u>	<u>104.0</u>
3050 INVESTMENT EARNINGS					
10-3050-0000 INTEREST EARNED	394.90	1,347.73	0.00	2,909.00	46

Town of Biltmore Forest  
REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND  
09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
3050 INVESTMENT EARNINGS	394.90	1,347.73	0.00	2,909.00	46.0
3060 MISCELLANEOUS					
10-3060-0000 RENTAL COMMUNITY HALL	300.00	300.00	0.00	1,000.00	30
10-3060-0100 AMERICAN TOWER AGREEMENT	400.00	800.00	0.00	25,857.00	3
10-3060-0200 MISCELLANEOUS	512.95	3,364.78	0.00	25,000.00	13
3060 MISCELLANEOUS	1,212.95	4,464.78	0.00	51,857.00	9.0
TOTAL REVENUE	2,658,070.96	2,869,866.10	0.00	3,918,363.00	73
EXPENDITURE:					
4200 ADMINISTRATION					
10-4200-0200 SALARIES	11,241.62	31,743.35	0.00	109,254.00	29
10-4200-0500 F.I.C.A.	519.52	1,978.06	0.00	6,555.00	30
10-4200-0600 HOSPITAL INSURANCE	820.49	2,461.47	0.00	10,000.00	25
10-4200-0650 MIT (DENTAL, VISION, LIFE) INS	117.48	350.76	0.00	1,500.00	23
10-4200-0675 HEALTH REIMBURSEMENT ACC	83.33	249.99	0.00	1,000.00	25
10-4200-0700 RETIREMENT	912.88	3,195.08	0.00	13,875.00	23
10-4200-0800 401K SUPP RETIREMENT	355.20	1,243.20	0.00	5,464.00	23
10-4200-1000 ACCOUNTING & TAXES	0.00	174.50	0.00	40,000.00	0
10-4200-1200 POSTAGE, PRINTING, STATIONARY	632.49	1,631.15	0.00	8,000.00	20
10-4200-1400 MILEAGE & BOARD SALARY	1,800.00	7,200.00	0.00	21,600.00	33
10-4200-3300 SUPPLIES AND EQUIPMENT	47.37	249.22	0.00	4,000.00	6
10-4200-5300 SUBSCRIPTIONS	0.00	2,551.00	0.00	3,500.00	73
10-4200-5700 MISCELLANEOUS	77.97	195.88	0.00	5,000.00	4
10-4200-6500 TRAINING AND EDUCATION	440.00	1,463.52	0.00	10,000.00	15
10-4200-6600 CAPITAL IMPROVEMENT & AMORT	0.00	0.00	0.00	15,000.00	0
4200 ADMINISTRATION	17,048.35	54,687.18	0.00	254,748.00	21.0
5100 POLICE DEPARTMENT					
10-5100-0200 SALARIES	64,208.13	211,317.65	0.00	811,419.00	26
10-5100-0300 OVERTIME	0.00	0.00	0.00	18,000.00	0
10-5100-0400 SEPARATION ALLOWANCE	1,090.16	3,815.56	0.00	14,300.00	27

Town of Biltmore Forest  
 REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND  
 09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
10-5100-0500 F.I.C.A.	4,809.78	15,805.48	0.00	48,685.00	32
10-5100-0600 SHP/BCBS HOSPITAL INSURANCE	9,308.90	27,926.70	0.00	115,000.00	24
10-5100-0650 MIT DENTAL, VISION, LIFE INS	1,152.32	3,321.40	0.00	14,500.00	23
10-5100-0675 HRA HEALTH REIMB ACCT	1,083.29	3,249.87	0.00	14,000.00	23
10-5100-0700 LOCL ORBIT RETIREMENT	8,579.90	28,374.08	0.00	109,136.00	26
10-5100-0800 401K PRE-TAX PRUDENTIAL	3,106.81	10,233.11	0.00	40,571.00	25
10-5100-1600 RADIO MAINTENANCE	0.00	46.50	250.00	1,000.00	5
10-5100-1700 CAR REPAIRS AND TIRES	441.80	1,483.17	249.00	15,000.00	10
10-5100-3100 GASOLINE	1,171.09	1,906.91	0.00	20,000.00	10
10-5100-3300 SUPPLIES	704.70	2,898.58	236.94	15,000.00	19
10-5100-3600 UNIFORMS	344.90	3,816.03	1,077.53	7,000.00	55
10-5100-3700 D.C.I. RENTAL	2,956.00	4,268.96	0.00	14,000.00	30
10-5100-5700 MISCELLANEOUS	137.04	6,330.51	699.30	9,500.00	67
10-5100-5800 PHYSICAL EXAMS	0.00	0.00	0.00	1,000.00	0
10-5100-6500 TRAINING AND EDUCATION	1,503.00	2,359.09	3,676.87	8,000.00	29
10-5100-7400 EQUIPMENT PURCHASES	35,982.00	36,136.99	6,348.27	85,000.00	43
<b>5100 POLICE DEPARTMENT</b>	<b>136,579.82</b>	<b>363,290.59</b>	<b>12,537.91</b>	<b>1,361,111.00</b>	<b>27.0</b>
<b>5200 FIRE SERVICES</b>					
10-5200-0000 FIRE CONTRACT	106,250.00	212,500.00	0.00	425,000.00	50
<b>5200 FIRE SERVICES</b>	<b>106,250.00</b>	<b>212,500.00</b>	<b>0.00</b>	<b>425,000.00</b>	<b>50.0</b>
<b>5600 PUBLIC WORKS</b>					
10-5600-0200 SALARIES	26,592.85	93,349.35	0.00	350,063.00	27
10-5600-0300 OVERTIME	0.00	0.00	0.00	13,000.00	0
10-5600-0500 F.I.C.A.	2,001.84	7,027.56	0.00	21,004.00	33
10-5600-0600 SHP/BCBS HOSPITAL INSURANCE	3,370.70	10,112.10	0.00	39,900.00	25
10-5600-0650 MIT DENTAL, VISION, LIFE INS	526.70	1,573.38	0.00	7,000.00	22
10-5600-0675 HRA HEALTH REIMB ACCT	416.65	1,249.95	0.00	6,000.00	21
10-5600-0700 LOCG ORBIT RETIREMENT	3,455.50	12,076.01	0.00	44,458.00	27
10-5600-0800 401K PRE-TAX PRUDENTIAL	1,318.13	4,627.15	0.00	17,503.00	26
10-5600-1300 STREETLIGHTS ELECTRIC	698.69	1,306.19	478.20	10,000.00	13

Town of Biltmore Forest  
REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND  
09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
10-5600-1500 GENERAL REPAIRS & MAINT.	262.66	430.97	555.00	5,000.00	9
10-5600-1600 ST.LIGHT MAINT & NEW LIGHTS	0.00	0.00	1,327.10	10,000.00	0
10-5600-1700 VEHICLE MAINT & REPAIRS	1,461.08	2,162.01	1,865.53	30,000.00	7
10-5600-3100 GASOLINE	696.89	1,285.54	0.00	13,000.00	10
10-5600-3300 SUPPLIES	515.95	1,205.54	2,674.45	12,000.00	10
10-5600-3400 STREET SIGNS & NUMBERS	0.00	0.00	0.00	1,000.00	0
10-5600-3600 UNIFORMS	288.81	4,793.91	0.00	6,000.00	80
10-5600-5200 PARKS	0.00	2,777.87	0.00	10,000.00	28
10-5600-5800 PHYSICAL EXAMS	120.00	120.00	0.00	500.00	24
10-5600-5900 MISCELLANEOUS	382.16	784.28	0.00	3,000.00	26
10-5600-6000 CAPITAL OUTLAY	24,552.96	24,552.96	63,382.00	100,000.00	25
10-5600-6500 TRAINING & EDUCATION	31.51	31.51	0.00	1,000.00	3
<b>5600 PUBLIC WORKS</b>	<b>66,693.08</b>	<b>169,466.28</b>	<b>70,282.28</b>	<b>700,428.00</b>	<b>24.0</b>
<b>5700 STREETS &amp; TRANSPORTATION</b>					
10-5700-0200 SALARIES	2,561.46	9,370.25	0.00	49,049.00	19
10-5700-0500 FICA	195.97	716.87	0.00	2,943.00	24
10-5700-0600 SHP/BCBS HOSPITAL INSURANCE	477.88	1,433.64	0.00	7,100.00	20
10-5700-0650 MIT DENTAL, VISION, LIFE INS	37.96	112.76	0.00	965.00	12
10-5700-0675 HRA HEALTH REIMB ACCT	83.33	83.33	0.00	1,000.00	8
10-5700-0700 LOCG ORBIT RETIREMENT	329.15	1,204.07	0.00	6,229.00	19
10-5700-0800 401K PRE-TAX PRUDENTIAL	128.08	468.52	0.00	2,452.00	19
10-5700-1700 VEHICLE REPAIRS - STREET DEPT.	0.00	0.00	0.00	10,000.00	0
10-5700-2200 CONTRACTS-RESURFACING, ETC.	0.00	0.00	0.00	85,000.00	0
10-5700-2300 SUPPLIES	2,764.02	3,148.45	0.00	30,000.00	10
10-5700-2400 TRAFFIC SIGNS	0.00	0.00	0.00	1,500.00	0
10-5700-2500 STORM WATER DRAINAGE	3,402.07	5,138.12	851.50	100,000.00	5
10-5700-6500 TRAINING & EDUCATION	0.00	0.00	0.00	1,000.00	0
10-5700-7400 EQUIPMENT PURCHASES	0.00	0.00	2,274.95	5,000.00	0
10-5700-7500 ENGINEERING	0.00	0.00	0.00	15,000.00	0
<b>5700 STREETS &amp; TRANSPORTATION</b>	<b>9,979.92</b>	<b>21,676.01</b>	<b>3,126.45</b>	<b>317,238.00</b>	<b>7.0</b>

Town of Biltmore Forest  
REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND  
09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
5800 SANITATION & RECYCLING					
10-5800-0200 SALARIES	8,302.27	28,787.72	0.00	118,372.00	24
10-5800-0300 OVERTIME	0.00	0.00	0.00	5,000.00	0
10-5800-0500 FICA	618.48	2,146.81	0.00	7,102.00	30
10-5800-0600 SHP/BCBS HOSPITAL INSURANCE	1,790.37	5,371.11	0.00	24,000.00	22
10-5800-0650 MIT DENTAL, VISION, LIFE INS	242.96	599.52	0.00	3,000.00	20
10-5800-0675 HRA HEALTH REIMB ACCT	249.99	749.97	0.00	3,000.00	25
10-5800-0700 LOCG ORBIT RETIREMENT	1,066.82	3,699.19	0.00	15,081.00	25
10-5800-0800 401K PRE-TAX PRUDENTIAL	486.82	1,723.62	0.00	5,919.00	29
10-5800-1700 VEHICLE MAINTENANCE & REPAIRS	1,072.20	1,115.04	0.00	15,011.00	7
10-5800-3100 GASOLINE	982.56	1,705.52	0.00	7,000.00	24
10-5800-3300 SUPPLIES	0.00	0.00	0.00	500.00	0
10-5800-5800 PHYSICAL EXAMS	0.00	0.00	0.00	500.00	0
10-5800-5900 MISCELLANEOUS	100.00	100.00	0.00	0.00	0
10-5800-6000 CAPITAL OUTLAY	0.00	0.00	35,591.56	105,000.00	0
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	3,346.24	7,670.60	0.00	40,000.00	19
10-5800-8100 RECYCLING	598.05	1,734.00	0.00	20,000.00	9
5800 SANITATION & RECYCLING	18,856.76	55,403.10	35,591.56	369,485.00	15.0
6600 GENERAL GOVERNMENT					
10-6600-0400 OUTSIDE PROFESSIONAL SERVICES	3,733.93	22,259.21	0.00	100,000.00	22
10-6600-1100 TECHNOLOGY	10,342.85	11,960.40	0.00	95,000.00	13
10-6600-1300 ENERGY & BF SEWER	1,219.46	2,529.39	0.00	21,000.00	12
10-6600-1500 GE. REPS. AND MAINT.	3,105.11	35,150.44	0.00	50,000.00	70
10-6600-2800 ELECTIONS	0.00	0.00	0.00	6,000.00	0
10-6600-3300 SUPPLIES & EQUIPMENT	0.00	0.00	0.00	2,000.00	0
10-6600-5400 INSURANCE	174.20	52,397.98	0.00	98,000.00	53
10-6600-6000 CONTINGENCY	0.00	459.00	0.00	30,000.00	2
10-6600-6100 MISCELLANEOUS	210.92	545.31	0.00	8,000.00	7
10-6600-6300 COMMUNITY EVENTS	0.00	4,749.61	0.00	15,000.00	32
10-6600-6400 WILDLIFE MANAGEMENT	0.00	0.00	0.00	1,500.00	0

Town of Biltmore Forest  
 REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND  
 09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
6600 GENERAL GOVERNMENT	18,786.47	130,051.34	0.00	426,500.00	30.0
6700 DEBT SERVICE					
10-6700-0100 Police Dept Renovations-Principal	0.00	5,833.33	0.00	23,334.00	25
10-6700-0200 Street Improvements-Principal	0.00	1,666.67	0.00	6,667.00	25
10-6700-0300 2016 Garbage Truck-Principal	0.00	0.00	0.00	30,565.00	0
10-6700-1100 Police Dept Renovations-Interest	0.00	1,778.00	0.00	6,779.00	26
10-6700-1200 Street Improvements-Interest	0.00	508.00	0.00	1,937.00	26
10-6700-1300 2016 Garbage Truck-Interest	0.00	0.00	0.00	2,071.00	0
6700 DEBT SERVICE	0.00	9,786.00	0.00	71,353.00	14.0
TOTAL EXPENDITURE	374,194.40	1,016,860.50	121,538.20	3,925,863.00	26
EXCESS OF REVENUE BEFORE TRANSFERS	2,283,876.56	1,853,005.60	-121,538.20	-7,500.00	-24,707
OTHER FINANCING SOURCE:					
3500 OTHER FINANCING					
10-3500-0000 SALE OF PERSONAL PROPERTY	0.00	0.00	0.00	7,500.00	0
3500 OTHER FINANCING	0.00	0.00	0.00	7,500.00	0.0
TOTAL OTHER FINANCING SOURCE	0.00	0.00	0.00	7,500.00	0
EXCESS OF REVENUE AFTER TRANSFERS	2,283,876.56	1,853,005.60	-121,538.20	0.00	0

Town of Biltmore Forest  
 REVENUE & EXPENDITURE STATEMENT FOR 30 WATER & SEWER FUND  
 09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
<b>30 WATER &amp; SEWER FUND</b>					
REVENUE:					
3350 COMMISSIONS, SW CHG COLL					
30-3350-0000 COMMISSIONS, SEWER CHARGE COLI	1,508.43	1,508.43	0.00	9,392.00	16
3350 COMMISSIONS, SW CHG COLL	1,508.43	1,508.43	0.00	9,392.00	16.0
3710 WATER SALES					
30-3710-0000 WATER & SEWER CHARGES	-1,259.37	96,896.76	0.00	446,489.00	22
30-3710-0100 MSD CHARGES	-1,727.43	65,456.86	0.00	334,714.00	20
3710 WATER SALES	-2,986.80	162,353.62	0.00	781,203.00	21.0
3730 WATER TAP & CONNECT FEES					
30-3730-0000 WATER TAP AND CONNECTION FEES	90.00	290.00	0.00	6,000.00	5
3730 WATER TAP & CONNECT FEES	90.00	290.00	0.00	6,000.00	5.0
TOTAL REVENUE	-1,388.37	164,152.05	0.00	796,595.00	21
EXPENDITURE:					
8100 WATER DEPT.					
30-8100-0200 SALARIES	3,794.67	14,157.42	0.00	53,059.00	27
30-8100-0300 OVERTIME	0.00	0.00	0.00	2,000.00	0
30-8100-0400 PROFESSIONAL SERVICES	305.00	1,438.75	220.00	4,000.00	36
30-8100-0500 F.I.C.A.	266.10	1,001.83	0.00	3,184.00	31
30-8100-0600 HOSPITAL INSURANCE	820.49	2,422.57	0.00	10,000.00	24
30-8100-0650 MIT (DENTAL, VISION, LIFE) INS	71.44	213.20	0.00	1,000.00	21
30-8100-0675 HEALTH REIMBURSEMENT ACC	83.33	249.99	0.00	1,000.00	25
30-8100-0700 RETIREMENT	487.60	1,819.18	0.00	6,738.00	27
30-8100-0800 401K SUPP RETIREMENT	189.74	707.88	0.00	2,653.00	27
30-8100-1200 POSTAGE, PRINTING,& STATIONARY	632.49	1,173.23	0.00	2,500.00	47
30-8100-1500 GENERAL REPAIRS	0.00	9.94	331.60	50,000.00	0
30-8100-3300 SUPPLIES AND EQUIPMENT	1,771.82	1,842.13	1,950.21	15,000.00	12
30-8100-4800 WATER PURCHASES	20,917.79	65,930.87	0.00	215,124.00	31

Town of Biltmore Forest  
 REVENUE & EXPENDITURE STATEMENT FOR 30 WATER & SEWER FUND  
 09/01/2016 TO 09/30/2016

FY 2016-2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>% BUDGET</u>
30-8100-4900 SEWER PURCHASES	66,787.03	66,787.03	0.00	334,714.00	20
30-8100-5700 MISCELLANEOUS	196.35	285.08	0.00	500.00	57
30-8100-6500 TRAINING AND EDUCATION	10.13	100.44	0.00	1,500.00	7
30-8100-7400 CAPITAL IMPROVEMENT	0.00	0.00	0.00	93,623.00	0
8100 WATER DEPT.	<u>96,333.98</u>	<u>158,139.54</u>	<u>2,501.81</u>	<u>796,595.00</u>	<u>20.0</u>
TOTAL EXPENDITURE	96,333.98	158,139.54	2,501.81	796,595.00	20
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-97,722.35</u>	<u>6,012.51</u>	<u>-2,501.81</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-97,722.35</u></u>	<u><u>6,012.51</u></u>	<u><u>-2,501.81</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>



MEMORANDUM  
OCTOBER 11, 2016

To: Mayor and Commissioners  
From: Jonathan Kanipe, Town Administrator  
Re: Consideration of Sign Request for Carolina Day School  
Date: October 5, 2016

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Carolina Day School requests permission from the Board to replace the main sign for their campus along Hendersonville Road. If you recall last January, the previous permanent sign was hit by a vehicle and destroyed. Carolina Day received approval from the Board last January to replace the sign with a temporary canvas sign until such time that a new, permanent sign could be presented to the Board.

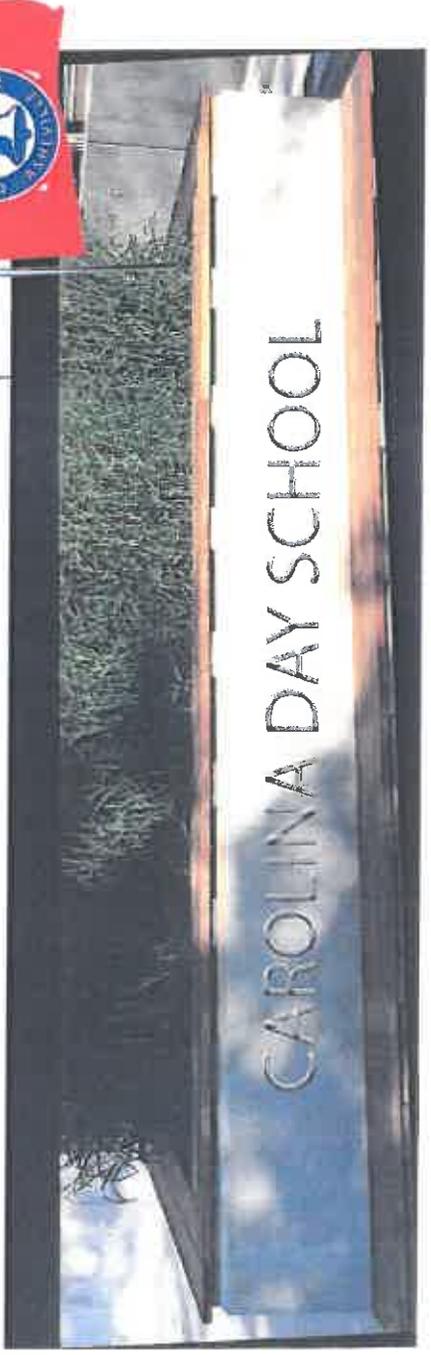
Carolina Day has provided the attached rendering for this sign, as well as description of the materials planned for use. The sign is ten (10) feet in length and three (3) feet in height closest to Hendersonville Road and rising to five (5) feet in height as the topography drops toward the parking lot. The sign will be approximately the same height as the previous permanent sign. They do note plans for planting materials in the middle of the area of the sign, but will ensure that the height of these plantings do not interfere with sight distances.

Carolina Day officials are expected to be at the meeting on Tuesday if you have additional questions regarding this request.

what kind of plants (not too tall)

10'±

side view  
(2 sides, perpendicular to HVL Road)



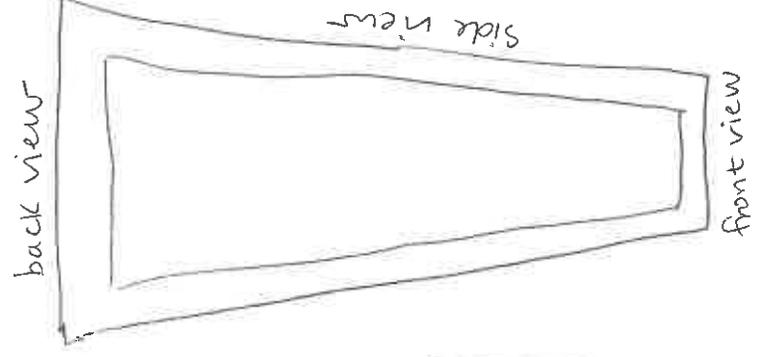
CDS

harry  
can  
make the  
seal

front view  
(facing Starbux)



back view  
(facing traffic light)



SHAPE

\* aluminum letters  
w/ brush coat  
1/2" thick

in the  
power  
can make  
the mold

HVL Road



MEMORANDUM  
OCTOBER 11, 2016

To: Mayor and Commissioners  
From: Jonathan Kanipe, Town Administrator  
Re: Consideration of Amendments to Tree Protection Ordinance  
Date: October 5, 2016

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During last month's meeting, Town staff presented proposed revisions to the Town's Tree Protection Ordinance. Staff had reviewed the ordinance for some time and consulted with both the Town Attorney and Town's consulting tree expert, Mr. Rusty Rhea, to develop an updated ordinance. Staff received some questions from the Board last month and has made several changes from that which was presented last month.

Language was added to the end of Section 19-3 that references the applicability of this ordinance, and clarifies that it applies to all properties within the Town of Biltmore Forest jurisdiction, except that which is owned, controlled, or leased by the Town. Staff also added a simple fee structure into section 19-4 which allows for cost recovery of those more intensive tree removal requests. Tree removal for more than ten (10) protected trees will incur an application fee of \$25.00. Tree removal requests of thirty (30) or more protected trees will incur an application fee of \$100.00. This is consistent with our existing zoning permit application structure and the permit fee structure in place for more advanced levels of review.

Please let me or Mr. Clarke know if you have additional questions or concerns regarding these amendments or would like further information ahead of the meeting.

## TREE PROTECTION

### Section 19-1 Purpose

In order to maintain the unique characteristics of the Town of Biltmore Forest as a residential neighborhood with a history beginning as part of the Vanderbilt Estate, it is necessary to preserve the quality and flavor that form so much of the traditional appearance of Biltmore Forest as a true forest. This is particularly true of trees along the roads and around the perimeter of lots. Reference is hereby made to Section 1109 of the Town Zoning Ordinance relating to removal of natural vegetation, which section is routinely involved when residences or other structures are placed on a lot. Trees provide shade, cooling, noise and wind reduction, prevent soil erosion, produce oxygen, filter dust and absorb carbon dioxide. Trees also provide natural habitat and aesthetic enhancement in the Town. Trees provide buffer and a natural canopy, and are a hallmark of the Town requiring protection. Damage to and removal of protected trees requires regulation and control.

### Section.19-2. Identification

For purposes of this Ordinance, a protected tree ("Protected Tree") is any tree six inches or more in diameter at a height of 4 ½ feet from the ground (DBH-Diameter at Breast Height), that is in sound, healthy condition. Preservation of Protected trees is the intent of this Ordinance. This Ordinance shall apply to all properties within the Town of Biltmore Forest except properties owned, leased or controlled by the Town.

### Section.19-3. Permits

No person shall remove or in any way damage any Protected Tree on a property without first filing an application for said removal, receiving approval from the Town Administrator or his designee for the removal, and paying the applicable fee. The Town Administrator, in his or her discretion, may allow the removal of up to three Protected Trees on the perimeter of a property or lot within the front, side or rear yard setbacks, as such setbacks are defined in the Town's Zoning Ordinance. Within the remaining central portion of a property or lot, and the portion on which structures or improvements may be located, the Town Administrator, in his or her discretion, may allow up to ten Protected Trees to be removed.

If the Town Administrator concludes that the removal of the number of trees requested would be undesirable, and not within the letter or intent of this Ordinance, he may refuse to approve such removal, or permit the removal of a lesser number of trees. Further, in his or her discretion, the Town Administrator may request that the applicant provide a survey showing the location, size and type of Protected Trees on a property, including common scientific names. The survey shall clearly indicate which Protected Trees are indicated for removal and which will be left undisturbed. In the case of new construction, the site plan must show the location of building, driveways, terraces and other structures on the

property. All Protected Trees must be clearly tagged as to retention or removal. An Applicant has the right to appeal a decision of the Town Administrator to the Board of Adjustment.

#### Section 19-4. Applications for Removal of Protected Trees in Excess of Ten (10)

An application for a permit to remove more than ten (10) Protected Trees on a property must be presented directly to the Board of Adjustment. Fees of \$ 25.00 shall accompany the application.

An application for the removal of thirty (30) or more Protected Trees on a property must be submitted to the Board of Commissioners for review and approval. A fee of \$ 100.00 shall accompany the application. Such ~~an~~ applications will be considered on case-by-case basis. The cumulative removal of thirty (30) or more Protected Tees from a single property in one year will result in a formal review and must be approved by the Board of Commissioners. As a part of its ~~Upon such review and approval~~ review, the Board of Commissioners shall have the authority to require replacement and replanting of trees as the Board determines is necessary, including the specific location of replacement trees.

#### Section 19-5. Removal of Dead, Diseased, and Hazardous Trees.

A tree that is dead, produces no foliage during normal growing season, or a tree that is diseased or storm damaged to the extent that it is structurally compromised and, thus, poses a safety hazard, or a tree that, for any other reason, poses a safety hazard may be ~~removed~~ by the property owner after notifying the Town Administrator of the plans to remove said tree(s) and receiving approval to do so from the Town Administrator. The Town Administrator or the Board of Adjustment may require the property owner to retain a certified arborist to render an opinion as to the health and structural integrity of the tree(s) in question and report said findings, in writing, to the Town before final approval is given. The Town reserves the right to consult with its own tree specialist to confirm the health and condition of any tree(s) prior to removal.

#### Section.19-6. Pre-Construction Conference & Supervision

Prior to the commencement of any pre-construction land-clearing or soil disturbance, a pre-construction conference will take place between the responsible representative of the Town and the applicant to review procedures for protection and management of all Protected Trees and other landscape elements identified in the approved landscape plan. The applicant will designate one or more persons responsible for ensuring the protection of new or existing landscaping elements to be preserved. The responsible person shall be present on site whenever activity is taking place that could damage or disturb such landscape elements, and will notify the town Administrator that such activity is taking place.

The Town Administrator shall have developed sites inspected frequently to ensure work is conforming to the approved landscape plan and the applicable sections of this ordinance.

Prior to the commencement of any pre-construction land-clearing or soil disturbance, the developer / contractor shall be required to sign a document agreeing to abide by the conditions stipulated in this ordinance. At the option of the town, a compliance bond may be required

#### Section.19-7. Enforcement

If any unauthorized removal, cutting or damage to Protected Trees takes place, the Town Administrator may issue a Stop-Work Order which shall remain in effect until all corrections are made to bring the Property in compliance with this Chapter. -

#### Section.19-8. Dip Line Protection

The health of Protected Trees requires the prevention of soil disturbance within the drip line of the trees. Covering this area with pavement or other materials, including excess soil, can affect the health of the tree. Landscape plans, to the extent feasible, shall protect this area around the tree.

#### Section.19-9. Replacement of Trees

Any Protected Trees removed must be replaced in that particular area of the property at a replacement ratio of 2 to 1 (inches in diameter); that is, the diameters of the young trees (measured one foot from the ground level) used in replacement of each removed tree must total at least one half the diameter at breast height of the removed tree. Any replacement tree must be in the ground within eighteen (18) months of removal of original trees.

Depending on extenuating circumstances related to proximity of other trees and/or structures, lesser quantities of replacement trees may be authorized by the Town Administrator or by the Board of Adjustment (in the case of an appeal from the Town) or the Town Administrator may authorize the replanting or replacement of trees in a location or locations where such replacement trees are more likely to survive."

#### Section.19-10. Inspections

All Protected Trees designated to remain, pursuant to a tree survey, plus any replacement trees, shall be inspected by the Town Administrator or his designee one year following any construction and/or replacement trees, to ensure the trees are in a healthy condition. The Town Administrator can require replacement or replanting of replacement trees.

#### Section.19-11. Appeals

Any person aggrieved by the a decision made under this Ordinance by the Town Administrator or his designee, I may file, within five days after the date of such decision, , a petition to have such decision reviewed and acted upon by the Board of Adjustment. The decision of the Board of Adjustment shall be final, Subject only to a Petition for a Writ of Certiorari to the Superior Court of Buncombe County.

### Section.19-12. Penalties and Enforcement

A violation of this Ordinance is a Class 3 misdemeanor under North Carolina law. The penalty for violating this ordinance shall be \$250 per day. is set out in North Carolina General Statute Section 14-4. Each day of continued violation shall be a separate offense. The Town shall also have the right to pursue civil remedies for a violation of the Ordinance including injunctive relief.

Upon determining that a violation has occurred, the Town Administrator shall record the nature of the violation, and send a Notice of Violation forward a copy of this record to the responsible person or entity violator by regular and certified mail. The violator/responsible person or -shall entity shall have 30 days from the date receipt of the letter to correct the violation. - If the violation is not corrected within 30 days, the Town Administrator may proceed with criminal charges pursuant to N.C.G.S. 14-4, or may and take such other enforcement action as may be necessary to carry out the purposes of this Ordinance.

### Section.19-13. Bond

At the option of the Town, a bond or other type of guarantee can be required of the property owner when initiating new construction, to ensure that all permits and agreements are met, to the satisfaction of the Town.



MEMORANDUM  
OCTOBER 11, 2016

To: Mayor and Commissioners  
From: Jonathan Kanipe, Town Administrator  
Re: Consideration of Resolution to Approve Sale of Surplus Equipment  
Date: October 5, 2016

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The attached resolution will permit the Town to sale, via GovDeals online auction, the 2005 Ford Ranger Regular Cab. This vehicle was utilized by the Public Works Department for street maintenance and meter reading. The Board of Commissioners approved a new Nissan truck for purchase in the FY16-17 budget year which will replace this vehicle. That vehicle has been delivered to the Town and is currently in operation in the Town's fleet.

If you have additional questions regarding this surplus sale, please let me know.

**RESOLUTION TO AUTHORIZE THE SALE OF PERSONAL PROPERTY  
BY ELECTRONIC AUCTION**

WHEREAS, the Board of Commissioners of the Town of Biltmore Forest desires to dispose of certain surplus property of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Biltmore Forest Board of Commissioners that the following described property is hereby declared to be surplus to the needs of the Town of Biltmore Forest:

2005 Ford Ranger Regular Cab with manual transmission and 93,525 miles

BE IT FURTHER RESOLVED that the Town Administrator is authorized to receive on behalf of the Biltmore Forest Board of Commissioners bids at electronic auction for the purchase of the described property. The highest bid, if it complies with the terms of sale, may be accepted by the Town Administrator and the sale consummated.

The Town Administrator shall cause a notice of the electronic auction to be published in accordance with G.S. 160A-270(b).

This the 11<sup>th</sup> day of October, 2016.

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George F. Goosmann, III, Mayor

ATTEST:



MEMORANDUM  
OCTOBER 11, 2016

To: Mayor and Commissioners  
From: Jonathan Kanipe, Town Administrator  
Re: Consideration and Discussion of Harris Software Quote  
Date: October 5, 2016

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As I mentioned in last month's report, we have been delayed in the implementation of the AMI water meter project because our water billing software (SmartFusion, made by Harris) does not interface currently with the Beacon receiver made by Badger meters. The two software teams have worked to pull together a way to create this interface. Harris has provided the Town a quote of \$13,075.00 to create this custom software. That quote is provided for your review and consideration.

I have asked, and hope to have an answer by our meeting on Tuesday, whether Harris would provide the Town a reimbursement based on additional entities use of this technology. Apparently the Town is the first SmartFusion customer to utilize the AMI technology from Badger, but I do not believe we will be the last. It seems fair to me that the Town would receive some reimbursement from Harris for each application it sells to its customers that is based on this software. Again, I hope to have a response from Harris by next Tuesday and will keep you all informed as I gather more information.

We have also worked with Badger to create a workaround that would let us get started with the AMI implementation without utilizing this software. The creation and implementation of this interface would likely not occur until late FY17, if not into FY 18, and we would certainly like to roll this project out in the current fiscal year. Badger and Carolina Meter have provided some information to us that we are currently reviewing to see if we can begin the project sooner rather than later.



# Purchase Agreement

Date: 9/30/2016  
 Contract#: NLB-T9C0H2  
 Effective To: 10/28/2016  
 Prepared By: Natossha Baird

This understanding between **Biltmore Forest, Town of** at 355 Vanderbilt Rd., Biltmore Forest NC 28813-5352 ("Purchaser") and **Computer Software Innovations, Inc.** at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext Amount
<b>SOFTWARE LICENSES:</b>			
1	Utility Handheld Interface - SF Beacon AMI Meter Reading System SmartFusion Interface Required	\$2,500.00	\$2,500.00
<b>Total SOFTWARE LICENSES:</b>			<b>\$2,500.00</b>
<b>PROFESSIONAL SERVICES:</b>			
<b>Application Consulting</b>			
4	Virtual Training - SF	\$175.00	\$700.00
<b>Subtotal</b>			<b>\$700.00</b>
<b>Development</b>			
55	Custom Development - SF Integrate SmartFusion Utility Billing System with Beacon AMI Meter Reading System Includes Automated Daily Export Utility & manual reading file import Import / Export Specifications are based on file specifications submitted by Beacon Development JIRA # CSWISFUB-1947	\$175.00	\$9,625.00
<b>Subtotal</b>			<b>\$9,625.00</b>
<b>Infrastructure</b>			
1	Installation of Additional Module - SF	\$250.00	\$250.00
<b>Subtotal</b>			<b>\$250.00</b>
<b>Total PROFESSIONAL SERVICES:</b>			<b>\$10,575.00</b>
<b>TOTAL:</b>			<b>\$13,075.00</b>
<b>ANNUAL MAINTENANCE &amp; SUPPORT:</b>			<b>\$550.00</b>

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

## AGREEMENT TERMS AND CONDITIONS:

### 1. Definition

**a. Software Applications** "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

### 2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

**3. Delivery Media Type:** CD-ROM or Electronic Transfer

### 4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

### 5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost can be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description.

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

### 6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third party licenses or Harris services that may be necessary to perform a third party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed and due the earlier of sixty (60) days from the date of signing of the Agreement or the date which represents the Completion of Services. Harris reserves the right to change maintenance and support fees from time to time.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF will be monitored and will lead to denial of support, upgrade privileges and termination of Licenses. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

## **7. Additional Customization(s)**

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

## **8. Forms**

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars (\$175) per hour.

## **9. Professional Services**

Additional professional services are available on-site or via the telephone. Telephone work is billed at \$175.00 per hour. On-site work is billed at \$1225.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

## **10. Travel and Lodging Expenses**

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty-five dollars (\$55) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

## **11. Grant of License**

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
- b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- c. Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

#### **12. Performance by Customer**

- a. Co-operation by Purchaser The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.
- b. Required Programs The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.
- c. Project Manager The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

#### **13. Warranty Disclaimer**

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

#### **14. Limitations on Liability**

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

#### **15. Change Order Process**

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

The following individuals are authorized to sign off on change orders on Harris's behalf:

Jennifer Hartley - Director of Professional Services  
Marcus Myers – Professional Services Manager  
Stewart Armstrong - Professional Services Manager  
Scott Thomas – VP of SmartFusion

#### 16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

#### 17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of New York in any dispute arising out of or related to this agreement.

#### 18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: **Biltmore Forest, Town of (NC)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Purchaser's Project Leader:</b>
Contact Name: _____
Contact Title: _____
E-mail address: _____
Phone #: _____

<b>Purchaser's Accounts Payable Dept Information:</b>
Billing Address: _____ _____
Accounts Payable Contact: _____
Email Address: _____
Phone & Fax #: _____
Alternate Contact: _____