

AGENDA  
SPECIAL CALL MEETING  
Meeting of the Town of Biltmore Forest  
Board of Commissioners

To be held Wednesday, June 25, 2025 at 4:00 p.m.

**Statement of Purpose for Special Call Meeting**

The purpose of this meeting is for approval of a Budget Amendment for Fiscal Year 24-25, and considering resolutions related to Helene cashflow loan opportunities.

1. **Consideration of Resolution 2025-09 - State Cashflow Loan Acceptance #2 for Disaster Response Activities**
2. **Consideration of Resolution 2025-10 – Amendment to Loan Agreement between NC State Treasurer and Town of Biltmore Forest for State Cashflow Loan Acceptance # 1**
3. **Consideration of FY25 Budget Amendments – General Fund and Water Fund**
4. **Consideration of Grant Project Ordinance Amendment**

**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**JUNE 25, 2025**



**AGENDA ITEM 1**

**NORTH CAROLINA STATE TREASURER CASHFLOW  
LOANS FOR DISASTER RESPONSE ACTIVITIES #2**

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**Background**

In April 2025, the Board of Commissioners voted to accept the first state cashflow loan for disaster relief activities. The amount accepted was \$1,028,098.10. The State Treasurer's office made additional funds available pursuant to Senate Bill 382 / SL 2024-57 (<https://www.ncleg.gov/BillLookup/2023/S382>) legislation. The Town applied for this cashflow loan and we were awarded an additional \$678,460.43.

As the Town continues to recover from Hurricane Helene, the vast majority of our ongoing expenses are related to debris removal. The first round of cashflow loan funding was helpful and additional reimbursement funds received by FEMA in early May were also needed. It is wise for the Town to accept this additional cashflow loan at this point in our recovery as the terms are designed to provide maximum flexibility and repayment with zero percent interest. The Board will note in the second agenda item, there is consideration of a resolution that clarifies repayment terms from the first loan and ensures the purpose of the cashflow loan is able to be carried out.

**Recommendation**

Acceptance of the loan agreement and approval of the resolution is recommended.

**Attachment**

1. Agreement with State of North Carolina Department of State Treasurer
2. Resolution 2025-09 (shown as Attachment "A")

\_\_\_\_\_  
Finance Officer

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

**LOAN AGREEMENT (ROUND 2)**

**BETWEEN**

**THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE  
TREASURER)**

**AND**

**THE TOWN OF BILTMORE FOREST, NORTH CAROLINA**

<b>Loan Round:</b>	<b>Round 2</b>
<b>Round 2 Loan Number:</b>	<b>Biltmore Forest-Round2-997</b>
<b>Round 2 Loan Date:</b>	_____
<b>Round 2 Loan Amount:</b>	<b>\$678,460.43</b>

**REPAYMENT TERMS:**

- **\$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date or June 30, 2030.**

**Recipient Tax ID/EIN:** \_\_\_\_\_

**PURPOSE:**

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

**1. EFFECTIVE TERM:**

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

**2. NCDST’S DUTIES & PAYMENT PROVISIONS:**

NCDST shall loan RECIPIENT a total of **\$678,460.43** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

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

### 3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$678,460.43**.
- f. As provided in the Authorizing Act:
  - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
  - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

#### 4. AGREEMENT ADMINISTRATORS:

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

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com	Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com

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

#### 5. MONITORING AND AUDITING:

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

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

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

## **6. SITUS AND EXCLUSIVE VENUE:**

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

## **7. COMPLIANCE WITH LAW:**

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

## **8. CLAW-BACK; OFFSET:**

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 2 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

## **9. TERMINATION OF AGREEMENT:**

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 2 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.

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

## **10. AMENDMENTS:**

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

## **11. E-VERIFY:**

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

## **12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:**

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

## **13. SEVERABILITY:**

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

## **14. ENTIRE AGREEMENT:**

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

**15. SURVIVAL:**

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

**16. EXECUTION AND EFFECTIVE DATE:**

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

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

[signature page follows]



**19. AUTHORIZED SIGNATURE WARRANTY:**

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

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

**TOWN OF BILTMORE FOREST, NORTH CAROLINA**

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AUTHORIZING OFFICIAL

Date

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Printed Name

Title

**STATE OF NORTH CAROLINA, by:**

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER**

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AUTHORIZING OFFICIAL

Date

**Eric Naisbitt**

**Chief of Staff**

**ATTACHMENT A**

**RESOLUTION TO APPROVE ROUND 2 NORTH CAROLINA CASHFLOW LOAN AGREEMENT  
AND PROMISSORY NOTE**

**WITNESSETH:**

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

**WHEREAS**, local governments wishing to participate in Round 2 of the Loan Program are required to execute a Round 2 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF BILTMORE FOREST, NORTH CAROLINA:**

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

Adopted, this the \_\_\_\_\_ day of \_\_\_\_\_

TOWN OF BILTMORE FOREST, NORTH CAROLINA

By: \_\_\_\_\_  
Mayor/Commissioner/Authorized Representative

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

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

ATTEST:

\_\_\_\_\_  
Town Clerk/Authorized Representative

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

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

## ATTACHMENT B

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

\_\_\_\_\_  
Finance Officer

### PROMISSORY NOTE

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

Round 2 Loan Number: **Biltmore Forest-Round2-997**

Round 2 Loan Amount: **\$678,460.43**

The **Town of BILTMORE FOREST, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 2 Loan Amount: **\$678,460.43**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Amount by June 30, 2029**
- **40% (less \$1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

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

TOWN OF BILTMORE FOREST, NORTH CAROLINA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Name and Title]

[SEAL]

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Name and Title—should be clerk]

**ATTACHMENT C**

*Buncombe County*



**NORTH CAROLINA**  
DEPARTMENT OF STATE TREASURER

**BRADFORD B. BRINER**  
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

**Hurricane Helene Cash Flow Loan Program Wire Form**

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

**RECIPIENT INFORMATION**

Recipient/Account Holder's Name:

Recipient's Address, City, State, Zip:

Information for the Recipient (optional):

**BENEFICIARY BANK INFORMATION**

Beneficiary Bank Name:

Beneficiary Bank Routing Transit Number (RTN):

Beneficiary Bank Account Number:

Bank's Address, City, State, Zip:

Information for the Beneficiary Bank, if applicable:

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

\_\_\_\_\_  
**Recipient Official's Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Phone #**

\_\_\_\_\_  
**Date**

**FOR INTERNAL USE ONLY**

**Financial Operations Division**

US Dollar Wire Amount: **\$678,460.43**

Contract/Reference #: **Biltmore Forest-Round2-997**

Date Wire Processed:

3200 Atlantic Avenue • Raleigh, North Carolina 27604

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

Fax: (919) 855-5809 [www.NCTreasurer.com](http://www.NCTreasurer.com)

**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**JUNE 25, 2025**



**AGENDA ITEM 2**

**Consideration of Resolution 2025-10 – Amendment to Loan Agreement between NC State Treasurer and Town of Biltmore Forest for State Cashflow Loan Acceptance # 1**

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**Background**

In April 2025, the Board of Commissioners accepted the first state cashflow loan for disaster relief activities. The State Treasurer's office terms for repayment were outlined in bold on the front of this loan offer and were conducive to local governments' repayment schedules.

In their efforts to ensure that local governments used the funds for cashflow purposes and did not "sit on" the funds, the State included a stipulation that *any* proceeds used for disaster relief had to be paid to the State to draw down this loan amount within five (5) days. As noted in the recitals included in the amendment, this stipulation defeated the purpose of the loan.

The State Treasurer's office has released an addendum that removes this stipulation and provides that the loan terms as defined on page 1 of the original agreement.

**Recommendation**

Acceptance of the amendment to the loan agreement and approval of the resolution is recommended.

**Attachment**

1. Agreement with State of North Carolina Department of State Treasurer
2. Resolution 2025-10 (shown as Exhibit "A")

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Finance Officer

**AMENDMENT**  
**to**  
**Loan Agreement between the State of North Carolina**  
**(by and through the North Carolina Department of State Treasurer)**  
**and the Town of Biltmore Forest**\_\_\_\_\_

This amendment (“Amendment”) to the above-identified agreement is hereby made and entered into by the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **Town of Biltmore Forest** (“Recipient”), as of the effective date established hereinbelow.

**RECITALS**

- A. Pursuant to the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II, NCDST and Recipient entered the above-identified agreement to establish terms and conditions governing NCDST’s disbursement of loan proceeds to Recipient (the “Loan Agreement”).
- B. The terms of the Loan Agreement require Recipient to seek alternative sources of funding—namely, federal funding support, insurance proceeds, and private donations (generally, “Alternative Funding”)—to pay for the disaster response activities on which Recipient’s loan origination was based. The terms of the Loan Agreement also provide that, upon receiving any such Alternative Funding, Recipient must remit the equivalent amount of loan proceeds to NCDST: (i) within five business days in the case of federal funding support, and (ii) “promptly” in the case of insurance proceeds and private donations.
- C. Until recently, NCDST was unaware of certain facts and circumstances concerning the nature and timing of the Alternative Funding available to Recipient. In light of those facts and circumstances, NCDST has determined that the provisions of the Loan Agreement requiring Recipient to repay loan proceeds within five business days, or else “promptly,” each time Recipient receives Alternative Funding, are likely to have the unintended consequence of restricting, rather than securing, the cashflow liquidity available to Recipient in the months and years ahead, defeating the very purpose of the Cashflow Loan Program.
- D. In light of the above, and as provided in Section 10. of the Loan Agreement (pertaining to amendments), NCDST and Recipient now wish to enter this Amendment to modify those provisions of the Loan Agreement pertaining to the repayment obligations of Recipient in connection with its receipt of Alternative Funding.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows:

**1. Modifications to Loan Agreement.**

- (a) Subsection e. to section 3. of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:

e. ~~Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives~~

~~funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: the five-year anniversary of the Loan Date; or (b) June 30, 2030.~~

(b) Section 3., subsection g., of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:

g. As provided in the Authorizing Act:

- (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030-RESERVED.
- (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
- (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall ~~promptly~~ remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection e. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

## **2. Effect of Amendment.**

- (a) Except as expressly provided herein, all terms, conditions and provisions of the Loan Agreement shall remain in full force and effect and are hereby ratified and confirmed by Recipient.
- (b) This Amendment is not intended to modify any term, condition or provision contained in any of the loan documents associated with RECIPIENT's Loan Agreement (the "Associated Loan Documents"). All terms, conditions and provisions of the Associated Loan Documents shall remain in full force and effect, modified only to the extent necessary to accomplish the purposes of this Amendment.
- (c) On and after the effective date hereof, unless the context clearly requires otherwise, any reference to the Loan Agreement contained in the Associated Loan Documents or in the Loan Agreement itself shall be interpreted as a reference to the Loan Agreement as amended by this Amendment.

3. **Effective Date.** The provisions of this Amendment shall become effective upon the date on which NCDST has received the following:

(a) This Amendment, duly executed and delivered by Recipient and NCDST; and

(b) A certified copy of a resolution authorizing execution of this Amendment substantially in the form of Exhibit A, duly executed and delivered by RECIPIENT.

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

IN WITNESS WHEREOF, each of the Parties hereto has caused its duly authorized representative, as applicable, to execute this Amendment Number One as of the dates written below.

**North Carolina Department of State Treasurer**

**Town of Biltmore Forest**

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



**EXHIBIT A**

**RESOLUTION TO APPROVE AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA (BY AND THROUGH THE NORTH CAROLINA DEPARTMENT OF STATE TREASURER) AND THE Town of Biltmore Forest**

**WITNESSETH:**

**WHEREAS**, the **Town of Biltmore Forest** previously approved and entered into a loan agreement (“Loan Agreement”) and promissory note with the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), in connection with the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II (Session Law 2024-53, as amended by Session Law 2024-57); and

**WHEREAS**, NCDST has agreed to modify those provisions of the Loan Agreement pertaining to the repayment obligations of **Town of Biltmore Forest** upon **Town of Biltmore Forest** receipt of “Alternative Funding” (as that term is defined in the Amendment), towards the end of maximizing the cashflow liquidity available to **Town of Biltmore Forest** for disaster response activities in the months and years ahead

**NOW, THEREFORE, BE IT RESOLVED BY Town of Biltmore Forest:**

1. That the Amendment to Loan Agreement presented by the North Carolina Department of State Treasurer is hereby approved.
2. That the **Town Manager** is authorized to execute the attached Amendment to Loan Agreement (or one substantially equivalent thereto) and to take such other actions as necessary to secure disaster recovery loan funding from the State of North Carolina.

Adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Board of Commissioners of the Town of Biltmore Forest**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Laura Jacobs  
Town Clerk

**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**JUNE 25, 2025**



**AGENDA ITEM 3**

**Consideration of Budget Amendment Number 1 – FYE25**

**Background**

The attached budget amendments reflect the year end budget versus actual amounts. The differences in expenditures are related to funds necessary to replace patrol vehicles, complete the Town's large stormwater project, and for additional expenditures related to Hurricane Helene.

**Recommendation**

Acceptance of the year end budget amendments is recommended.

**BUDGET ORDINANCE AMENDMENT NUMBER 1****BUDGET ORDINANCE AMENDMENT FOR THE TOWN OF BILTMORE FOREST  
NORTH CAROLINA FOR THE FISCAL YEAR 2024-2025**

BE IT ORDAINED by the Board of Commissioners of the Town of Biltmore Forest, North Carolina, that in accordance with NCGS 159-13(b)(16) the 2024-2025 Budget be amended as follows:

**SECTION 1. GENERAL FUND REVENUES**

The following revenues are amended as shown in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

<b>GENERAL FUND REVENUE</b>	<b>2024-2025 BUDGETED</b>	<b>2024-2025 FINAL</b>
Ad Valorem	3,170,293	3,200,838
Unrestricted Intergovernmental	1,805,135	1,805,135
Restricted Intergovernmental	76,000	81,866
Permits & Fees	31,300	45,247
Investment Earnings	233,333	151,729
Miscellaneous	58,800	203,291
Other Financing Source	1,258,836	1,585,240
Financing Proceeds - Lease	-	264,558
<b>TOTAL General Fund Revenues</b>	<b>6,633,697</b>	<b>7,337,904</b>

**SECTION 2. GENERAL FUND APPROPRIATIONS**

The following amounts are amended as shown and appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the chart of accounts heretofore established for this Town on June 4, 2024:

<b>GENERAL FUND</b>	<b>2024-2025</b>	<b>2024-2025</b>
<b>EXPENDITURES</b>	<b>BUDGETED</b>	<b>FINAL</b>
Administration	703,321	807,295
Police Department	2,049,731	2,811,423
Fire Contract	425,000	425,000
Public Works	623,503	593,945
Streets & Transportation	1,349,800	1,714,033
Sanitation & Recycling	612,999	423,448
General Government	776,708	451,924
Debt Service	110,836	110,836
<b>TOTAL General Fund Expenditures</b>	<b>6,633,697</b>	<b>7,337,904</b>

### SECTION 3. WATER FUND REVENUES

It is estimated that the following revenues will be available in the Water Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

<b>WATER FUND</b>	<b>2024-25</b>	<b>2024-2025</b>
<b>REVENUE</b>	<b>BUDGETED</b>	<b>FINAL</b>
Operating Revenues	1,142,795	1,325,662

### SECTION 4. WATER FUND APPROPRIATIONS

The following amounts are appropriated in the Water Fund for the operation of the enterprise fund and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

<b>WATER FUND</b>	<b>2024-25</b>	<b>2024-2025</b>
<b>EXPENDITURES</b>	<b>BUDGETED</b>	<b>FINAL</b>
Operating Expenditures	1,142,795	1,325,662

Adopted this 25th day of June, 2025.

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George F. Goosmann, III  
Mayor

ATTEST:

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Laura Jacobs  
Town Clerk

**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**JUNE 25, 2025**



**AGENDA ITEM 4**

**Consideration of Grant Project Ordinance**  
**Amendment Number 1**

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**Background**

The attached budget amendments reflect the grant project amendments for the Hurricane Helene grant project ordinance. This ordinance was approved by the Board in November 2024 as a result of the hurricane and our anticipated expenditures and revenues at that time. This budget reflects the state cashflow loan proceeds received and anticipated and shows the additional expenses for debris removal.

**Recommendation**

Acceptance of the grant project budget amendments are recommended.

**Grant Project Ordinance  
Budget Amendment Number 1  
for the Town of Biltmore Forest  
Helene Disaster Response and Recovery**

**BE IT ORDAINED** by the Board of Commissioners for the Town of Biltmore Forest, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance, adopted on November 12, 2024 in response to Hurricane Helene, is hereby amended as follows:

**Section 1:** The following amounts are amended and anticipated to be reimbursed by FEMA and were provided by the State of North Carolina for eligible projects as part of FEMA Disaster 4827:

Line Item Number	Line Item	Estimated Revenue	Amended Revenue
40-3900-4000	Financing Proceeds - Cashflow Loan	-	1,706,659
40-4000-1200	FEMA Grant Reimbursement	9,659,000	9,659,000
	<b>Total Revenue</b>	<b>9,659,000</b>	<b>11,365,659</b>

**Section 2:** The following amounts are amended and appropriated for the eligible projects and authorized for expenditure:

Line Item Number	Line Item	Estimated Expenditures	Amended Expenditures
40-5600-7402	Category A - Debris	7,904,000	9,610,659
40-5600-7403	Category B - Emergency Protective Measures	175,000	175,000
40-5600-7404	Category C - Roads & Bridges	50,000	50,000
40-5600-7405	Category D - Water Control Facilities	-	-
40-5600-7406	Category E - Public Buildings & Contents	20,000	20,000
40-5600-7407	Category F - Public Utilities	200,000	200,000
40-5600-7408	Category G - Parks, Recreation, & Other Facilities	850,000	850,000
40-5600-7409	Category Z - Administrative Cost	460,000	460,000
	<b>Total Estimated Expenditures</b>	<b>9,659,000</b>	<b>11,365,659</b>

**Section 3:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant terms and conditions.

**Section 4:** The Finance Officer is hereby directed to report the financial status of the projects to the governing board on a quarterly basis.

**Section 5:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

**Section 6:** This grant project ordinance expires when final FEMA reimbursements are received related to FEMA Disaster 4827.

Adopted this 25th day of June, 2025.

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George F. Goosmann, III  
Mayor

ATTEST:

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Laura Jacobs  
Town Clerk