

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, November 15, 2022 at 4:30 p.m.

A. Pledge of Allegiance

B. Roll Call

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

C. The minutes of the October 11, 2022 meeting will be presented for approval.

D. Reports of Officers

1. Chief of Skyland Fire and Rescue
2. Chief of Police Chris Beddingfield
3. Public Works Director Harry Buckner
4. Town Manager Jonathan Kanipe

E. New Business

1. Consideration of Audio-Visual Project for Social Room
(*American Rescue Plan Fund Allocation*)
2. Consideration of Easement to Duke Energy for Targeted Underground Project
(*355 Vanderbilt Road – Town Hall Complex*)
3. Consideration of FY23 Budget Amendments
4. Greenwood Park Conceptual Plan - Discussion
5. Planning Commission Update
6. Biltmore Farms Property Transfer Update
7. Consideration of 2023 Holiday Schedule

F. Public Comment

G. Adjourn

For those interested in viewing the Board meeting remotely, please utilize the following information:

<https://us02web.zoom.us/j/82228455470?pwd=SG9WU0FwUjFSdGZveS95b3pLTUIHdz09>

Meeting ID: 822 2845 5470

Passcode: 966757

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS OF
BILTMORE FOREST HELD OCTOBER 11, 2022

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 taken by the Clerk:

Mayor George F. Goosmann, III, present

Commissioner Doris P. Loomis, present

Commissioner E. Glenn Kelly, present

Commissioner Fran Cogburn, present

Mr. Jonathan Kanipe, the Town Manager, and Mr. William Clarke, the Town Attorney, were also present.

The Pledge of Allegiance was conducted.

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

Commissioner Cogburn made a motion to approve the minutes from September 13, 2022. The motion was seconded by Commissioner Loomis and unanimously approved.

Chief Trevor Lance from Skyland Fire Department gave the monthly report. There were 25 total calls. There was a mutual aid fire they responded to outside of the district. Chief Lance said make sure to get your chimney inspected. The fire department also has a new app that people can download for updates from Skyland Fire Department.

Chief Chris Beddingfield gave the report for the Police Department. There were 579 calls for service.

The UTV has been fully outfitted with striping and lighting. This was reimbursed through the Governor's Crime Commission. The police department's new hire, Adam Cabe has been hired

and is bringing many years of experience from Asheville Police Department. He is very knowledgeable and will be a great asset for the department.

The Police Department had a going away party for Lieutenant Mark Allen celebrating his 23 years with the department. Chief Beddingfield said the Police Department app has quite a few users that have signed up and they are recommending residents to keep signing up for it. It is very helpful for distribution of community information to inform residents what is going on throughout Town.

Commissioner Kelly asked if we are going to have a motorcycle purchased for the Police Department and asked if this is in our current budget. Chief Beddingfield said they are working on a grant with Bike Safe North Carolina which is a motorcycle safety program. Chief Beddingfield said it is not in our current budget, but they are planning on submitting a grant for this in the future.

Commissioner Kelly also asked Chief Beddingfield about the speeding on Hendersonville Road of someone driving 105 mph in a 45 mph speed zone. Chief Beddingfield said there have been many instances of impaired people driving on this road at night and the Officers are currently working on combatting this.

Mr. Harry Buckner gave the report for the Public Works Department. An offer was extended for a potential applicant, but he backed out and decided to stay with his current employer. Mr. Buckner said they are having trouble finding applicants, but they are still pursuing candidates for the position. Mr. Buckner said they are going to investigate hiring a temporary employee for leaf pickup season.

Mr. Buckner said the all-way stop conversion will be completed next week.

Mr. Mike Dale attended the 13th annual tree conference in Greensboro and learned a great deal of information.

The contractor is back on site at Greenwood Park. The plant delivery will occur next week which is the final stage of the project. The consultant is continuing to push through on the stormwater project. They are in communication with us and moving along. Water bills are going out this week.

Public Works staff is wrapping up mowing for the year and November 1st begins leaf collection season. Brush collection will stop around October 30th. Leaf collection goes until January 15th.

Mr. Jonathan Kanipe gave the report for the Town. Mr. Kanipe discussed the 65-gallon trash containers, and they are still currently on a delay with them being delivered. Town staff is on hoping for a delivery soon.

Mr. Kanipe said Mr. Buckner has been working on the street light project and this is coming along.

Town staff is currently working on the Paymentus implementation which should be completed by the end of the year.

The next Board of Commissioners meeting will be held on Tuesday, November 15th due to Election Day on Tuesday, November 8th.

Mr. Phil Hardin asked a question regarding Duke Energy and the power lines being buried throughout Town. Mr. Stephens said the lines are buried by his home and the transformers are on back order. Mr. Kanipe said Mr. Avery Dolinger from Duke Energy will most likely return to next month's Board meeting and answer questions the public has about the underground project.

Mr. Pigossi said there is a difference between the cables of AT&T and the power lines. This is very labor intensive, and AT&T is going to have to fix their issue as well.

The Board began discussion of new business and reviewed potential amendments to the Town Code of Ordinances for Compliance with S.L. 2021-138 (second review for consideration). Mr. Billy Clarke and the Board went over these revisions.

Commissioner Loomis made a motion to accept the Amendments to the Town Code of Ordinances for Compliance with S.L. 2021-138. Commissioner Kelly seconded the motion. The motion was unanimously approved. This will go into effect on October 12, 2022.

The Consideration of Easement to Duke Energy for a portion of Rosebank Park was discussed. Duke has requested several easement requests that will allow necessary underground infrastructure installation. Several three phase power lines enter the Town in this area of Town, and these higher capacity lines require placement in several specific places. Several lines converge at, or near, Rosebank Park. Mr. Clarke has reviewed this easement and had no concerns from a legal perspective. Biltmore Farms must also sign and approve the easement (attached to memo in packet) since they are held in a 99-year lease to the Town. A motion was made by Commissioner Cogburn to approve, seconded by Commissioner Loomis, and unanimously approved.

Mr. Kanipe updated the Board on the Cedar Hill Road stabilization project. The Town selected Jennings Environmental to perform this design work which was completed in Spring 2022. Since this time, the Town has gone through necessary permitting review and approval from the United States Army Corps of Engineers and the North Carolina Division of Water Quality. These approvals were received in Summer 2022.

The erosion of the stream bank has increased over the years and a significant amount of the erosion has encroached toward Cedar Hill Drive. Significant work will occur adjacent to and on a portion of 2 Hemlock Road. Mr. Kanipe provided the draft Request for Proposal (RFP) for the Board's review. The goal is to have this project constructed by the end of April of 2023. Drawings of the project were also attached. Commissioner Loomis asked when residents will be informed of the project and when it will occur. Mr. Kanipe said detailed information will be posted on our website.

The Board then considered Resolution 2022-04, supporting the option of Local Governments to hold Public Meetings via remote electronic methods or hybrid Public Meetings during non-emergency times. A draft resolution was provided to the Board. Commissioner Loomis said she supported the option to hold Public Meetings remotely during non-emergency times as long as there are stated limitations regarding remote attendance by elected officials, which the resolution includes. A copy of the corrected record was provided. A motion was made by Commissioner Cogburn as amended. Commissioner Loomis seconded the motion. The motion was unanimously approved.

The last topic of discussion is for Consideration of Chair Appointment for the Friends of Biltmore Forest-Lauren Karlson. Chair Katie Valeika is stepping down and has recommended Ms. Lauren Karlsson as the new chair. A motion was made by Commissioner Cogburn to approve of Ms. Karlsson as the Chair and seconded by Commissioner Loomis. The motion was unanimously approved.

Public Comment

Mr. Phil Hardin asked about the plans for the 100th anniversary.

Mayor Goosmann adjourned the meeting at 5:23 p.m. The next meeting is scheduled for Tuesday, November 15th, 2022 at 4:30 pm.

ATTEST:

Laura Jacobs
Town Clerk

George F. Goosmann, III
Mayor



Skyland Fire & Rescue

Biltmore Forest Valley Springs Station

Phone: (828) 684-6421 Address: PO Box 640 Skyland NC 28776 Fax (828) 684-1010
www.skylandfire.com



Biltmore Forest Valley Springs Station

Incident Response

October 2022

Station: 4 - BILTMORE FOREST STATION

311 - Medical assist, assist EMS crew	5
442 - Overheated motor	1
554 - Assist invalid	2
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	1
700 - False alarm or false call, other	1
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2

Incidents for 4 - Biltmore Forest Station:

15

Respectfully Submitted,

Trevor Lance

Chief Trevor Lance
Skyland Fire Rescue

Biltmore Forest Police
355 Vanderbilt Road
Biltmore Forest, NC 28803
828-274-0822
Chief M. Chris
Beddingfield



George F. Goosmann, III, Mayor
Doris P Loomis, Mayor-Pro Tem
E. Glenn Kelly, Commissioner
Fran Cogburn, Commissioner
Jonathan Kanipe, Town Manager

Biltmore Forest Police Department November- 15th, 2022 Commission Report

October 2022 Data

Total Calls For Service:

640 (579 last month)

Arrests:

1-Felony Arrest- Felony Fleeing to Elude, Impaired Driving, Carrying Concealed Weapon. Out of a speeding/traffic stop

1-Misdemeanor Arrests-One for Court Violations out of a traffic stop.

Citations:

25-Citations for various traffic violations (16 last month)

Time Consumption Summary:

Approximations:

Business Checks- 4 hours

House Checks- 4 hours

Radar Operation- 2 hours

Vehicle Crash Investigation- 5 hours

Notable Calls and Projects:

Anniversary badge and patch being utilized

Yearly calendar project under way

Successful Halloween Stroll

Multiple Bear Issues

Implementation of Upgraded Body Cam and Taser ECD Completed

Biltmore Forest Police Department
355 Vanderbilt Rd
Biltmore Forest, NC 28803

October Calls for Service	Count	Percent
ALARM	16	2.50%
ANIMAL CONTROL	16	2.50%
ASSIST MOTORIST	14	2.19%
ASSIST NON-RESIDENT	1	0.16%
ASSIST OTHER AGENCY	5	0.78%
ASSIST RESIDENT	11	1.72%
B&E	2	0.31%
BUSINESS CHECK	238	37.19%
CHASE	1	0.16%
CRIME PREVENTION	16	2.50%
DISCHARGE FIREARM	1	0.16%
DISTURBANCE	1	0.16%
DOMESTIC	1	0.16%
ESCORT	1	0.16%
FOLLOW-UP INVESTIGATION	7	1.09%
HOUSE CHECK	109	17.03%
IMPROPER PARKING	4	0.63%
JUVENILE ISSUE	2	0.31%
MEDICAL EMERGENCY	6	0.94%
ORDINACE VIOLATION	2	0.31%
RADAR OPERATION	6	0.94%
ROAD BLOCKED	5	0.78%
SMOKE COMPLAINT	1	0.16%
SPECIAL ASSIGNMENT	2	0.31%
SPECIAL CHECK	8	1.25%
STOLEN VEHICLE	1	0.16%
SUSPICIOUS ACTIVITY	3	0.47%
SUSPICIOUS PERSON	15	2.34%
SUSPICIOUS VEHICLE	29	4.53%
TALK WITH OFFICER	4	0.63%
TOWN HALL BUSINESS	4	0.63%
TRAFFIC CONTROL	3	0.47%
TRAFFIC STOP	94	14.69%
VEHICLE ACCIDENT	8	1.25%
WELFARE CHECK	3	0.47%
Total Records for BILTMORE FOREST POLICE DEPARTMENT	640	Dept Calls/Total Calls 100.00%

Total Records 640

355 Vanderbilt Rd | Biltmore Forest, NC
Po Box 5352 | Biltmore Forest, NC 28803
P (828) 274-0824 | F (828) 274-8131
www.biltmoreforest.org



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

Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Jonathan Kanipe, Town Manager

Mayor and Board of Commissioners

From: Harry B. Buckner, PE, Director of Public Works

Re: Public Works Department October 2022 Monthly Report

Date: November 11, 2022

Recurring Activities:

The Public Works Department has completed the following activities during the month of October:

- Collected 38.13 tons of garbage.
- Diverted 15.74 tons of recycled goods from garbage.
- Picked up 15 loads of brush (approximately 450 cubic yards) and 5 loads of leaves (approximately 150 cubic yards) over 12 days.
- Responded to 155 total utility locate requests, comprised of 22 new requests and 133 updates. This total includes 1 emergency request and 1 rush requests.
- Visited 4 residences for Tree Assessments, approving the removal of 5 trees, and requiring the installation of 7 trees.
- Completed daily chlorine residual tests across town and passed the required two bacteriological tests. Results are reported via the State's on-line reporting system.
- Used the Beacon/Badger Meter automated meter reading system to monitor for water leaks daily and informed residents of suspected leaks.
- We continue to perform litter pick-ups as needed, focusing on the entrances.
- The final brush collection for the year concluded on October 17th for the North Route and October 31st for the South Route. Collection will now proceed continuously from November 1 to January 15 for leaf only collection.

Miscellaneous Activities in October

- We continue to advertise for two (2) open Public Services Worker Positions. Should anyone know of a candidate they would be willing to refer, please reach out to either me or Mike.
- The conversion of the Busbee Road and Vanderbilt Road intersection to an all-way stop was completed on Wednesday, October 21. On this day, the new signs and the thermoplastic lettering on the street was installed. White and yellow line striping was completed during the week of November 7.
- We assisted Ms. Jacobs with the regularly scheduled bi-monthly water billing cycle in October.
- We aerated, overseeded, and fertilized the Town Hall Complex, Town Hall median, and the Hemlock Pond area on October 6, 2022.
- Town Staff completed the road shoulder improvements at Westwood Road by removing the previously installed river rock, installing a short length of curbing and small flume, and rebuilding the shoulder with mulch to provide a safe shoulder for pedestrians.
- I coordinated the repair of several small potholes throughout town with an outside paving company. Repairs were performed on Cedarcliff Road, Arboretum Road, and Vanderbilt Road.
- We completed the last 25 water meter endpoint installations and activations this month. This completes our transition to the new LTE endpoints and avoids any loss of service with the old 3G cellular data network sunset.
- I met with a Project Manager at MB Haynes Electric on October 16th to discuss retrofitting our streetlights. Due to the age and condition of the lights, they only agreed to do the work on an hourly basis plus material costs. I am awaiting an estimated (but not firm) total cost for budgeting purposes.
- We also asked Haynes to repair the streetlight at 394 Vanderbilt. They completed the ballast bypass and LED conversion, but upon reassembling the lamp they bumped it with their manlift, and it broke off at the base. The connection to the base was nearly rusted in half and the accidental bump was enough to shear the pole off at the connection. We have placed the lamp in the shop and are obtaining repair parts now that should allow us to reinstall the light.
- The dedicated video surveillance camera for the dumpster area was installed on October 26th.
- Staff completed a clean-up at Greenwood Park and reopened it. We will continue routine maintenance there as needed throughout the winter months.
- Supervisor Dale completed an updated conceptual master plan of Greenwood Park for Board review and input.
- We completed more dead and damaged tree removals on Town-owned property and rights-of-way utilizing an outside tree company on October 17 and November 1. This completes scheduled tree removals along Vanderbilt Road north of I-40. There were additional removals that also occurred in Brookside Park.

- Window cleaning (both inside and outside) was completed in all the Town buildings (Town Hall, Police, and Public Works) on October 26, 2022.
- We reviewed and approved a proposal from our Christmas light installation company to add Christmas lights to the eaves at Town Hall.
- I am continuing to reach out to potential painting contractors to get proposals to repaint the exterior of Town Hall. We have also identified a few small areas of damage to building trim that will need to be repaired prior to painting.
- On November 2, 2022, Supervisor Dale and I attended an in-person seminar on the Operation and Maintenance of Water and Wastewater Systems to complete our continuing education requirements for our water distribution system licenses.
- Staff replaced a water meter, setter, and meter box at 18 Hilltop Road.
- We continue to collect unwanted garbage cans and are recycling them at the Curbside Management facility in Woodfin.

Larger/Capital Projects Updates

Greenwood Park Stream Restoration

- Supervisor Dale and I participated in a final inspection with representatives from Baker Grading, Withers Ravenel, and the Division of Water Quality on November 3, 2022. The Contractor returned to the site on Friday, November 4, 2022, to complete punch-list items, and will return in January to complete the installation of bare root trees and live stakes in the stream bank. This work must be completed when that plant material is available which is typically no earlier than December 15.
- Manager Kanipe has a separate agenda item in his Manager's report with more project details.

Cedar Hill Road Stream Stabilization Project

- Supervisor Dale has a meeting scheduled next week with the Consultant to perform a final plan review, focusing on the planting plan, prior to release of the plans for informal bidding
- Manager Kanipe has a separate agenda item in his Manager's report with more project details.

Master Plan Project Area 1 & Area 9 – Vanderbilt/Stuyvesant/Lone Pine Stormwater Project

- I met with the Town Attorney to review the identified easement areas and strategize on the best approach for securing the necessary permissions to complete the work. There will be approximately 6 formal easements required, and an additional 7 restoration agreements for areas where minimal work may be performed on private property. He is preparing draft agreements now for my use in discussions with affected property owners.

- I have contacted the Metropolitan Sewerage District and scheduled a review meeting on the project with their staff to see if there is any need to coordinate work together in this area.
- The tentative schedule is to complete the contract documents this year and bid the project in the late winter for construction next year.

Garbage Can and Cart Tipper Project

- We received updated scheduling information from CES Environmental on the 65-gallon can delivery. The new date is anticipated to be sometime before the end of this calendar year.
- We have completed the majority of container pick-ups but continue to have requests come in. We will continue to collect cans as needed. They are being recycled at the Curbside Management recycling facility in Woodfin.

Upcoming in November

- We are continuing to focus on filling the open Public Services Worker position, including seasonal workers.
- We have fully transitioned grounds maintenance to focus on leaf collection. Staff will be performing leaf pick-up continually by following the brush pick-up routes. This insures fair access to all residents. We anticipate completing the first circuit through the South route and beginning the North route this week. Leaf pick-up continues until January 15th, 2023.
- We will be performing quarterly disinfection byproduct testing as required by the NC Public Water Supply Section.
- Mowing activities are essentially over for the season. We will be removing leaves from the parks, however, and mowing as needed.
- New building signage will be installed in November.
- We have tentatively scheduled more days of dead or damaged tree removals from Town property on December 7th, 8th, and 9th.
- We will continue work on the streetlight meter and security project. Duke Energy is completing their final streetlight feed layouts and estimated costs this week.
- We will be fabricating a replacement streetlight in the shop for the location at 394 Vanderbilt Rd.
- We will continue to solicit contractors to re-paint Town Hall.
- Old garbage container collections will continue as requested.

As always, please do not hesitate to contact me with any questions or feedback.

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

November 15, 2022



Agenda Item D-4

Town Manager's Monthly Report

Cedar Hill Drive road Stabilization/Stream Restoration Project

The Board reviewed the plans for the Cedar Hill Drive road stabilization project last month. We hoped to have the Request for Proposals (RFP) distributed by the end of October, but staff is currently working with the consultant to revise and improve the landscaping plans. We anticipate this being sent out shortly and still intend to have a completion date for Spring 2023.

65-Gallon Trash Container Update

Staff has continued pressing for the manufacture and delivery of these trash cans. We have been assured that they will be built and delivered by the end of 2022. We continue to express our displeasure to our vendor and are in touch with the manufacturer's southeastern representative as well. In the meantime, we are developing an inventory of our surplus 95-gallon containers and will be reaching out to all those who ordered a 65-gallon container to see if they would like one of these instead.

Striping of Town Roads

The Town's road striping contractor returned Monday and Tuesday and performed additional striping throughout the Town. The Town focused on high vehicular and pedestrian traffic count areas, as well as higher-traffic areas coming into town. If you recall from the Town's Transportation Study and Comprehensive Plan, there was significant public feedback regarding pedestrian safety and vehicular speeds. The striping creates a constant visual cue for drivers and the defined lane is an assistive traffic calming technique. We appreciate any feedback from the Board and others as we continue to implement these items identified in the approved plans.

Holiday and Facility Closure Schedule

As we enter the holiday season, Town facilities will be closed, and staff will be off several days. Those days are listed below, and all dates are posted on the Town's website prior to closure. Additionally, residents are notified via CodeRED when there are any impacts to trash and recycling services.

Thursday, November 24 and Friday, November 25 – Closed for Thanksgiving Holiday

Thursday, December 22; Friday, December 23; and Monday, December 26 – Closed for Christmas holiday

REVENUE & EXPENDITURE STATEMENT

07/01/2022 To 10/31/2022

Town of Biltmore Forest

FY 2022-2023

*100 in the % Used column indicates that no budget exists

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
3010 Ad Valorem Tax						
Revenue						
3010 Ad Valorem Tax						
10-3010-0000 AD VALOREM TAXES (PROPERTY)	2,920,559.00	634,231.05	634,231.05	0.00	2,286,327.95	22
10-3010-0100 AD VALOREM TAXES (DMV)	109,396.00	0.00	0.00	0.00	109,396.00	0
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	64.65	64.65	0.00	4,935.35	1
3010 Ad Valorem Tax Subtotal	\$3,034,955.00	\$634,295.70	\$634,295.70	\$0.00	\$2,400,659.30	21
Revenue Subtotal	\$3,034,955.00	\$634,295.70	\$634,295.70	\$0.00	\$2,400,659.30	21
After Transfers Excess Of Revenue Subtotal	\$3,034,955.00	\$634,295.70	\$634,295.70	\$0.00		21
3020 Unrestricted Intergovernm						
Revenue						
3020 Unrestricted Intergovernm						
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	211,384.00	0.00	0.00	0.00	211,384.00	0
10-3020-0100 ALCOHOL BEVERAGE TAX	6,450.00	0.00	0.00	0.00	6,450.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	793,429.00	195,984.51	195,984.51	0.00	597,444.49	25
10-3020-0300 1/2 CENT SALES TAX A.40	330,137.00	85,480.82	85,480.82	0.00	244,656.18	26
10-3020-0400 1/2 CENT SALES TAX A.42	419,847.00	104,409.43	104,409.43	0.00	315,437.57	25
10-3020-0600 SALES TAX REFUND	15,000.00	0.00	0.00	0.00	15,000.00	0
10-3020-0700 GASOLINE TAX REFUND	3,500.00	5,923.24	5,923.24	0.00	-2,423.24	169
3020 Unrestricted Intergovernm Subtotal	\$1,779,747.00	\$391,798.00	\$391,798.00	\$0.00	\$1,387,949.00	22
Revenue Subtotal	\$1,779,747.00	\$391,798.00	\$391,798.00	\$0.00	\$1,387,949.00	22
After Transfers Excess Of Revenue Subtotal	\$1,779,747.00	\$391,798.00	\$391,798.00	\$0.00		22
3030 Restricted Intergovernmen						
Revenue						
3030 Restricted Intergovernmen						
10-3030-0000 SOLID WASTE DISPOSAL TAX	975.00	0.00	0.00	0.00	975.00	0
10-3030-0100 POWELL BILL	66,849.00	0.00	0.00	0.00	66,849.00	0
3030 Restricted Intergovernmen Subtotal	\$67,824.00	\$0.00	\$0.00	\$0.00	\$67,824.00	0
Revenue Subtotal	\$67,824.00	\$0.00	\$0.00	\$0.00	\$67,824.00	0
After Transfers Deficiency Of Revenue Subtotal	\$67,824.00	\$0.00	\$0.00	\$0.00		0
3040 Permits & Fees						
Revenue						
3040 Permits & Fees						
10-3040-0000 ZONING PERMITS	45,000.00	14,905.00	14,905.00	0.00	30,095.00	33
10-3040-0100 DOG LICENSE FEE	1,300.00	25.00	25.00	0.00	1,275.00	2
3040 Permits & Fees Subtotal	\$46,300.00	\$14,930.00	\$14,930.00	\$0.00	\$31,370.00	32
Revenue Subtotal	\$46,300.00	\$14,930.00	\$14,930.00	\$0.00	\$31,370.00	32
After Transfers Excess Of Revenue Subtotal	\$46,300.00	\$14,930.00	\$14,930.00	\$0.00		32

REVENUE & EXPENDITURE STATEMENT

07/01/2022 To 10/31/2022

Town of Biltmore Forest

FY 2022-2023

*100 in the % Used column indicates that no budget exists

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
3050 Investment Earnings						
Revenue						
3050 Investment Earnings						
10-3050-0000 INTEREST EARNED	2,000.00	4,807.63	4,807.63	0.00	-2,807.63	240
3050 Investment Earnings Subtotal	\$2,000.00	\$4,807.63	\$4,807.63	\$0.00	-\$2,807.63	240
Revenue Subtotal	\$2,000.00	\$4,807.63	\$4,807.63	\$0.00	-\$2,807.63	240
After Transfers Excess Of Revenue Subtotal	\$2,000.00	\$4,807.63	\$4,807.63	\$0.00		240
3060 Miscellaneous						
Revenue						
3060 Miscellaneous						
10-3060-0100 AMERICAN TOWER AGREEMENT	45,600.00	1,600.00	1,600.00	0.00	44,000.00	4
10-3060-0200 MISCELLANEOUS	20,000.00	217,866.45	217,866.45	0.00	-197,866.45	1,089
3060 Miscellaneous Subtotal	\$65,600.00	\$219,466.45	\$219,466.45	\$0.00	-\$153,866.45	335
Revenue Subtotal	\$65,600.00	\$219,466.45	\$219,466.45	\$0.00	-\$153,866.45	335
After Transfers Excess Of Revenue Subtotal	\$65,600.00	\$219,466.45	\$219,466.45	\$0.00		335
3290						
Revenue						
3290						
30-3290-0000 INTEREST EARNED	50.00	125.78	125.78	0.00	-75.78	252
3290 Subtotal	\$50.00	\$125.78	\$125.78	\$0.00	-\$75.78	252
Revenue Subtotal	\$50.00	\$125.78	\$125.78	\$0.00	-\$75.78	252
After Transfers Excess Of Revenue Subtotal	\$50.00	\$125.78	\$125.78	\$0.00		252
3350 Commissions, Sw Chg Coll						
Revenue						
3350 Commissions, Sw Chg Coll						
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	8,000.00	1,768.80	1,768.80	0.00	6,231.20	22
3350 Commissions, Sw Chg Coll Subtotal	\$8,000.00	\$1,768.80	\$1,768.80	\$0.00	\$6,231.20	22
Revenue Subtotal	\$8,000.00	\$1,768.80	\$1,768.80	\$0.00	\$6,231.20	22
After Transfers Excess Of Revenue Subtotal	\$8,000.00	\$1,768.80	\$1,768.80	\$0.00		22
3500 Other Financing						
Other Financing Source						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	10,000.00	0.00	0.00	0.00	10,000.00	0
10-3500-0700 INTERGOVERNMENTAL LOAN (RESTRIC	292,000.00	0.00	0.00	0.00	292,000.00	0
3500 Other Financing Subtotal	\$302,000.00	\$0.00	\$0.00	\$0.00	\$302,000.00	0
Other Financing Source Subtotal	\$302,000.00	\$0.00	\$0.00	\$0.00	\$302,000.00	0
After Transfers Deficiency Of Revenue Subtotal	\$302,000.00	\$0.00	\$0.00	\$0.00		0
3710 Water Sales						

REVENUE & EXPENDITURE STATEMENT

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Town of Biltmore Forest

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*100 in the % Used column indicates that no budget exists

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
Revenue						
3710 Water Sales						
30-3710-0000 WATER CHARGES	369,000.00	179,969.81	179,969.81	0.00	189,030.19	49
30-3710-0100 MSD CHARGES	248,284.00	143,897.03	143,897.03	0.00	104,386.97	58
30-3710-0200 AMI TRANSMITTER CHARGES	7,700.00	2,753.66	2,753.66	0.00	4,946.34	36
3710 Water Sales Subtotal	\$624,984.00	\$326,620.50	\$326,620.50	\$0.00	\$298,363.50	52
Revenue Subtotal	\$624,984.00	\$326,620.50	\$326,620.50	\$0.00	\$298,363.50	52
After Transfers	Excess Of Revenue Subtotal	\$624,984.00	\$326,620.50	\$326,620.50	\$0.00	52
3730 Water Tap & Connect Fees						
Revenue						
3730 Water Tap & Connect Fees						
30-3730-0000 WATER TAP AND CONNECTION FEES	6,000.00	6,270.00	6,270.00	0.00	-270.00	105
3730 Water Tap & Connect Fees Subtotal	\$6,000.00	\$6,270.00	\$6,270.00	\$0.00	-\$270.00	105
Revenue Subtotal	\$6,000.00	\$6,270.00	\$6,270.00	\$0.00	-\$270.00	105
After Transfers	Excess Of Revenue Subtotal	\$6,000.00	\$6,270.00	\$6,270.00	\$0.00	105
4000						
Revenue						
4000						
40-4000-1100 ARP DISTRIBUTION	451,275.58	0.00	0.00	0.00	451,275.58	0
4000 Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	\$451,275.58	0
Revenue Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	\$451,275.58	0
After Transfers	Deficiency Of Revenue Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	0
4200 Administration						
Expenditure						
4200 Administration						
10-4200-0200 SALARIES	226,063.00	83,479.93	83,479.93	0.00	142,583.07	37
10-4200-0300 OVERTIME	3,000.00	0.00	0.00	0.00	3,000.00	0
10-4200-0500 FICA	17,293.00	4,893.14	4,893.14	0.00	12,399.86	28
10-4200-0600 HEALTH INSURANCE (MEDICAL)	24,158.00	6,111.95	6,111.95	0.00	18,046.05	25
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	4,935.00	1,167.66	1,167.66	0.00	3,767.34	24
10-4200-0675 HEALTH REIMBURSEMENT ACC	3,750.00	937.50	937.50	0.00	2,812.50	25
10-4200-0700 LGERS RETIREMENT	41,231.00	12,465.02	12,465.02	0.00	28,765.98	30
10-4200-0800 401K SUPP RETIREMENT	11,453.00	3,621.71	3,621.71	0.00	7,831.29	32
10-4200-1000 ACCOUNTING & TAXES	51,400.00	15,619.75	15,619.75	0.00	35,780.25	30
10-4200-1200 POSTAGE, PRINTING, STATIONARY	10,140.00	1,816.34	3,282.55	1,466.21	6,857.45	32
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	7,268.68	7,268.68	0.00	14,331.32	34
10-4200-1500 BLDG & GRNDS MAINTENANCE	20,000.00	3,549.10	6,373.23	2,824.13	13,626.77	32
10-4200-3300 SUPPLIES AND EQUIPMENT	7,722.00	3,349.80	4,002.49	652.69	3,719.51	52
10-4200-5300 DUES & FEES	5,070.00	2,732.00	2,732.00	0.00	2,338.00	54

REVENUE & EXPENDITURE STATEMENT

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Town of Biltmore Forest

FY 2022-2023

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10-4200-5700 MISCELLANEOUS	1,000.00	590.19	590.19	0.00	409.81	59
10-4200-6500 STAFF DEVELOPMENT	16,000.00	5,881.53	8,064.35	2,182.82	7,935.65	50
4200 Administration Subtotal	\$464,815.00	\$153,484.30	\$160,610.15	\$7,125.85	\$304,204.85	35
Expenditure Subtotal	\$464,815.00	\$153,484.30	\$160,610.15	\$7,125.85	\$304,204.85	35
Before Transfers	Deficiency Of Revenue Subtotal	-\$464,815.00	-\$153,484.30	-\$153,484.30	-\$7,125.85	33
After Transfers	Deficiency Of Revenue Subtotal	-\$464,815.00	-\$153,484.30	-\$153,484.30	-\$7,125.85	33
5100 Police Department						
Expenditure						
5100 Police Department						
10-5100-0200 SALARIES	951,387.00	357,739.96	357,739.96	0.00	593,647.04	38
10-5100-0300 OVERTIME	26,000.00	0.00	0.00	0.00	26,000.00	0
10-5100-0400 SEPARATION ALLOWANCE	38,117.00	18,098.31	18,098.31	0.00	20,018.69	47
10-5100-0500 FICA	72,781.00	22,277.26	22,277.26	0.00	50,503.74	31
10-5100-0600 HEALTH INSURANCE (MEDICAL)	164,272.00	38,162.84	38,162.84	0.00	126,109.16	23
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,558.00	4,543.92	4,543.92	0.00	31,014.08	13
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	6,250.00	6,250.00	0.00	19,250.00	25
10-5100-0700 LGERS RETIREMENT	185,598.00	53,032.58	53,032.58	0.00	132,565.42	29
10-5100-0800 401K SUPP RETIREMENT	48,996.00	15,701.91	15,701.91	0.00	33,294.09	32
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	20,000.00	175.00	175.00	0.00	19,825.00	1
10-5100-1600 MAINT/REPAIR - EQUIPMENT	1,000.00	1,002.85	1,002.85	0.00	-2.85	100
10-5100-1700 MAINT/REPAIR - VEHICLES	10,000.00	5,976.82	6,281.00	304.18	3,719.00	63
10-5100-3100 MOTOR FUELS	24,600.00	7,197.34	7,197.34	0.00	17,402.66	29
10-5100-3300 SUPPLIES	20,080.00	7,717.69	9,042.29	1,324.60	11,037.71	45
10-5100-3600 UNIFORMS	15,000.00	5,209.62	13,748.54	8,538.92	1,251.46	92
10-5100-3700 SOFTWARE	18,725.00	15,290.26	15,290.26	0.00	3,434.74	82
10-5100-3800 TECHNOLOGY	58,740.00	8,378.26	13,105.10	4,726.84	45,634.90	22
10-5100-5700 MISCELLANEOUS	8,265.00	3,068.68	3,445.23	376.55	4,819.77	42
10-5100-5800 PHYSICAL EXAMS	2,000.00	700.00	700.00	0.00	1,300.00	35
10-5100-6500 STAFF DEVELOPMENT	15,000.00	6,639.87	7,014.87	375.00	7,985.13	47
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	102,500.00	115,424.29	117,684.73	2,260.44	-15,184.73	115
5100 Police Department Subtotal	\$1,844,119.00	\$692,587.46	\$710,493.99	\$17,906.53	\$1,133,625.01	39
Expenditure Subtotal	\$1,844,119.00	\$692,587.46	\$710,493.99	\$17,906.53	\$1,133,625.01	39
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,844,119.00	-\$692,587.46	-\$692,587.46	-\$17,906.53	38
After Transfers	Deficiency Of Revenue Subtotal	-\$1,844,119.00	-\$692,587.46	-\$692,587.46	-\$17,906.53	38
5200 Fire Services						
Expenditure						
5200 Fire Services						
10-5200-0000 FIRE CONTRACT	425,000.00	0.00	0.00	0.00	425,000.00	0

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5200 Fire Services Subtotal	\$425,000.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0
Expenditure Subtotal	\$425,000.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0
Before Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	\$0.00	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	\$0.00	\$0.00	\$0.00	0
5600 Public Works						
Expenditure						
5600 Public Works						
10-5600-0200 SALARIES	244,822.00	95,779.23	95,779.23	0.00	149,042.77	39
10-5600-0300 OVERTIME	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5600-0500 FICA	19,111.00	5,503.63	5,503.63	0.00	13,607.37	29
10-5600-0550 UNEMPLOYMENT INSURANCE	500.00	0.00	0.00	0.00	500.00	0
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	43,484.00	8,142.88	8,142.88	0.00	35,341.12	19
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	8,883.00	929.82	929.82	0.00	7,953.18	10
10-5600-0675 HRA HEALTH REIMB ACCT	6,750.00	1,437.50	1,437.50	0.00	5,312.50	21
10-5600-0700 LGERS RETIREMENT	44,968.00	13,694.45	13,694.45	0.00	31,273.55	30
10-5600-0800 401K SUPP RETIREMENT	12,491.00	3,620.92	3,620.92	0.00	8,870.08	29
10-5600-1000 OUTSIDE SERVICES	10,000.00	275.00	275.00	0.00	9,725.00	3
10-5600-1300 STREETLIGHTS ELECTRIC	7,000.00	499.19	499.19	0.00	6,500.81	7
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	9,600.00	1,961.94	1,961.94	0.00	7,638.06	20
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	35,000.00	0.00	0.00	0.00	35,000.00	0
10-5600-1700 MAINT/REPAIR - VEHICLES	10,000.00	2,419.54	2,419.54	0.00	7,580.46	24
10-5600-3100 MOTOR FUELS	20,000.00	5,656.97	5,656.97	0.00	14,343.03	28
10-5600-3300 SUPPLIES	10,000.00	2,770.32	2,770.32	0.00	7,229.68	28
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	43.89	43.89	0.00	956.11	4
10-5600-3600 UNIFORMS	8,650.00	1,823.26	3,270.76	1,447.50	5,379.24	38
10-5600-3800 TECHNOLOGY	9,500.00	8,029.00	8,029.00	0.00	1,471.00	85
10-5600-5200 PARKS	60,000.00	480.93	2,920.24	2,439.31	57,079.76	5
10-5600-5202 GREENWOOD PARK STREAM RESTORA	292,000.00	132,075.44	132,075.44	0.00	159,924.56	45
10-5600-5800 PHYSICAL EXAMS	500.00	0.00	0.00	0.00	500.00	0
10-5600-5900 MISCELLANEOUS	1,000.00	204.30	204.30	0.00	795.70	20
10-5600-6500 STAFF DEVELOPMENT	8,000.00	2,434.09	2,434.09	0.00	5,565.91	30
40-5600-7401 ARP CAPITAL PROJECTS	451,275.58	0.00	0.00	0.00	451,275.58	0
5600 Public Works Subtotal	\$1,319,534.58	\$287,782.30	\$291,669.11	\$3,886.81	\$1,027,865.47	22
Expenditure Subtotal	\$1,319,534.58	\$287,782.30	\$291,669.11	\$3,886.81	\$1,027,865.47	22
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,319,534.58	-\$287,782.30	-\$287,782.30	-\$3,886.81	22
After Transfers	Deficiency Of Revenue Subtotal	-\$1,319,534.58	-\$287,782.30	-\$287,782.30	-\$3,886.81	22
5700 Streets & Transportation						
Expenditure						
5700 Streets & Transportation						

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10-5700-1700 VEHICLE REPAIRS - STREET DEPT.	10,000.00	470.88	470.88	0.00	9,529.12	5
10-5700-2200 CONTRACTS- PAVING & STRIPING	210,000.00	13,969.00	18,069.00	4,100.00	191,931.00	9
10-5700-2300 SUPPLIES	10,000.00	5,988.00	10,940.27	4,952.27	-940.27	109
10-5700-2400 TRAFFIC SIGNS	500.00	633.04	821.83	188.79	-321.83	164
10-5700-2500 STORM WATER DRAINAGE	275,000.00	1,035.30	1,728.66	693.36	273,271.34	1
10-5700-3800 TECHNOLOGY	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-6500 STAFF DEVELOPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5700-7400 CAPITAL EQUIPMENT PURCHASES	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-7500 ENGINEERING	100,000.00	13,330.50	13,330.50	0.00	86,669.50	13
5700 Streets & Transportation Subtotal	\$616,500.00	\$35,426.72	\$45,361.14	\$9,934.42	\$571,138.86	7
Expenditure Subtotal	\$616,500.00	\$35,426.72	\$45,361.14	\$9,934.42	\$571,138.86	7
Before Transfers	Deficiency Of Revenue Subtotal	-\$616,500.00	-\$35,426.72	-\$35,426.72	-\$9,934.42	6
After Transfers	Deficiency Of Revenue Subtotal	-\$616,500.00	-\$35,426.72	-\$35,426.72	-\$9,934.42	6
5800 Sanitation & Recycling						
Expenditure						
5800 Sanitation & Recycling						
10-5800-0200 SALARIES	125,190.00	46,714.02	46,714.02	0.00	78,475.98	37
10-5800-0300 OVERTIME	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5800-0500 FICA	9,960.00	2,809.47	2,809.47	0.00	7,150.53	28
10-5800-0600 HEALTH INSURANCE (MEDICAL)	28,989.00	5,525.34	5,525.34	0.00	23,463.66	19
10-5800-0650 DENTAL,VISION, LIFE INSURANCE	5,922.00	494.16	494.16	0.00	5,427.84	8
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	1,125.00	1,125.00	0.00	3,375.00	25
10-5800-0700 LGERS RETIREMENT	23,435.00	6,973.74	6,973.74	0.00	16,461.26	30
10-5800-0800 401K SUPP RETIREMENT	6,510.00	2,077.81	2,077.81	0.00	4,432.19	32
10-5800-1700 MAINT/REPAIRS - VEHICLES	25,000.00	15,822.21	16,751.68	929.47	8,248.32	67
10-5800-3100 MOTOR FUELS	30,000.00	6,549.09	6,549.09	0.00	23,450.91	22
10-5800-3300 SUPPLIES	1,000.00	219.11	393.28	174.17	606.72	39
10-5800-3600 UNIFORMS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5800-3800 TECHNOLOGY	600.00	184.60	1,458.38	1,273.78	-858.38	243
10-5800-5800 PHYSICAL EXAMS	500.00	0.00	0.00	0.00	500.00	0
10-5800-5900 MISCELLANEOUS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5800-6000 CAPITAL OUTLAY	55,000.00	36,794.95	36,794.95	0.00	18,205.05	67
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	30,000.00	12,944.48	12,944.48	0.00	17,055.52	43
10-5800-8100 RECYCLING	6,000.00	576.58	576.58	0.00	5,423.42	10
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	31,200.00	1,260.00	1,260.00	0.00	29,940.00	4
5800 Sanitation & Recycling Subtotal	\$390,806.00	\$140,070.56	\$142,447.98	\$2,377.42	\$248,358.02	36
Expenditure Subtotal	\$390,806.00	\$140,070.56	\$142,447.98	\$2,377.42	\$248,358.02	36
Before Transfers	Deficiency Of Revenue Subtotal	-\$390,806.00	-\$140,070.56	-\$140,070.56	-\$2,377.42	36

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After Transfers	Deficiency Of Revenue Subtotal	-\$390,806.00	-\$140,070.56	-\$140,070.56	-\$2,377.42	36
6600 General Government						
Expenditure						
6600 General Government						
10-6600-0401 LEGAL SERVICES	35,000.00	8,630.73	8,630.73	0.00	26,369.27	25
10-6600-1100 TECHNOLOGY	92,120.00	33,514.64	33,514.64	0.00	58,605.36	36
10-6600-1300 MUNICIPAL UTILITIES	25,000.00	6,123.48	6,123.48	0.00	18,876.52	24
10-6600-1500 GE. REPS. AND MAINT.	28,200.00	18,363.77	18,363.77	0.00	9,836.23	65
10-6600-2800 ELECTIONS	6,000.00	0.00	0.00	0.00	6,000.00	0
10-6600-5400 INSURANCE	105,000.00	0.00	0.00	0.00	105,000.00	0
10-6600-6000 CONTINGENCY	181,444.00	0.00	0.00	0.00	181,444.00	0
10-6600-6100 MISCELLANEOUS	10,000.00	1,706.60	1,706.60	0.00	8,293.40	17
10-6600-6201 COVID EXPENDITURES	2,000.00	8,500.00	8,500.00	0.00	-6,500.00	425
10-6600-6300 COMMUNITY EVENTS	50,000.00	3,199.10	3,199.10	0.00	46,800.90	6
10-6600-6301 4TH OF JULY	10,000.00	4,340.73	4,340.73	0.00	5,659.27	43
10-6600-6302 NATIONAL NIGHT OUT	7,000.00	0.00	0.00	0.00	7,000.00	0
10-6600-6303 HOLIDAY LIGHTING	21,500.00	0.00	0.00	0.00	21,500.00	0
10-6600-6304 ARBOR DAY EVENT	2,000.00	0.00	0.00	0.00	2,000.00	0
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	569.90	569.90	0.00	4,430.10	11
10-6600-6500 FOREST MANAGEMENT	60,000.00	15,300.00	15,300.00	0.00	44,700.00	26
10-6600-7600 FIRE PROTECTION	0.00	106,250.00	106,250.00	0.00	-106,250.00	*100
6600 General Government Subtotal	\$640,264.00	\$206,498.95	\$206,498.95	\$0.00	\$433,765.05	32
Expenditure Subtotal	\$640,264.00	\$206,498.95	\$206,498.95	\$0.00	\$433,765.05	32
Before Transfers	Deficiency Of Revenue Subtotal	-\$640,264.00	-\$206,498.95	-\$206,498.95	\$0.00	32
After Transfers	Deficiency Of Revenue Subtotal	-\$640,264.00	-\$206,498.95	-\$206,498.95	\$0.00	32
6700 Debt Service						
Expenditure						
6700 Debt Service						
10-6700-0100 Police Dept Renovations-Principal	23,334.00	5,833.33	5,833.33	0.00	17,500.67	25
10-6700-0200 Street Improvements-Principal	6,667.00	1,666.67	1,666.67	0.00	5,000.33	25
10-6700-0500 Public Works Building-Principal	84,211.00	42,105.26	42,105.26	0.00	42,105.74	50
10-6700-0600 2020 POLICE CARS-PRINCIPAL	29,106.00	0.00	0.00	0.00	29,106.00	0
10-6700-1100 Police Dept Renovations-Interest	1,445.00	444.50	444.50	0.00	1,000.50	31
10-6700-1200 Street Improvements-Interest	413.00	127.00	127.00	0.00	286.00	31
10-6700-1500 Public Works Building-Interest	17,685.00	9,195.79	9,195.79	0.00	8,489.21	52
10-6700-1600 2020 POLICE CARS-INTEREST	801.00	0.00	0.00	0.00	801.00	0
6700 Debt Service Subtotal	\$163,662.00	\$59,372.55	\$59,372.55	\$0.00	\$104,289.45	36
Expenditure Subtotal	\$163,662.00	\$59,372.55	\$59,372.55	\$0.00	\$104,289.45	36
Before Transfers	Deficiency Of Revenue Subtotal	-\$163,662.00	-\$59,372.55	-\$59,372.55	\$0.00	36

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After Transfers						
Deficiency Of Revenue Subtotal	-\$163,662.00	-\$59,372.55	-\$59,372.55	\$0.00		36
8100 Water Dept.						
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	144,572.00	42,468.18	42,468.18	0.00	102,103.82	29
30-8100-0400 PROFESSIONAL SERVICES	5,000.00	1,631.68	3,655.04	2,023.36	1,344.96	73
30-8100-0500 FICA	11,060.00	2,463.51	2,463.51	0.00	8,596.49	22
30-8100-0600 HEALTH INSURANCE (MEDICAL)	19,326.00	4,377.31	4,377.31	0.00	14,948.69	23
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	3,948.00	643.56	643.56	0.00	3,304.44	16
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	3,000.00	750.00	750.00	0.00	2,250.00	25
30-8100-0700 LGERS RETIREMENT	26,023.00	6,238.21	6,238.21	0.00	19,784.79	24
30-8100-0800 401K SUPP RETIREMENT	7,229.00	2,431.54	2,431.54	0.00	4,797.46	34
30-8100-1200 POSTAGE, PRINTING,& STATIONARY	5,000.00	0.00	529.75	529.75	4,470.25	11
30-8100-1500 GENERAL REPAIRS	10,000.00	3,093.21	3,093.21	0.00	6,906.79	31
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	1,809.56	5,944.81	4,135.25	9,055.19	40
30-8100-3800 TECHNOLOGY	5,000.00	0.00	0.00	0.00	5,000.00	0
30-8100-4800 WATER PURCHASES	179,580.00	68,046.71	68,046.71	0.00	111,533.29	38
30-8100-4900 SEWER PURCHASES	185,400.00	68,910.77	68,910.77	0.00	116,489.23	37
30-8100-5000 AMI TRANSMITTER FEES	7,700.00	1,450.26	1,450.26	0.00	6,249.74	19
30-8100-5700 MISCELLANEOUS	6,196.00	0.00	0.00	0.00	6,196.00	0
30-8100-6500 STAFF DEVELOPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
30-8100-7400 CAPITAL IMPROVEMENT	29,939.00	0.00	0.00	0.00	29,939.00	0
8100 Water Dept. Subtotal	\$668,973.00	\$204,314.50	\$211,002.86	\$6,688.36	\$457,970.14	32
Expenditure Subtotal	\$668,973.00	\$204,314.50	\$211,002.86	\$6,688.36	\$457,970.14	32
Before Transfers						
Deficiency Of Revenue Subtotal	-\$668,973.00	-\$204,314.50	-\$204,314.50	-\$6,688.36		31
After Transfers						
Deficiency Of Revenue Subtotal	-\$668,973.00	-\$204,314.50	-\$204,314.50	-\$6,688.36		31
GRAND TOTAL	-\$144,938.00	-\$179,454.48	-\$227,373.87	-47,919.39	\$82,435.87	157

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

November 15, 2022



Agenda Item E-1

Consideration of Social Room Audio-Visual Improvements *(Utilization of American Rescue Plan Funds)*

Background

The Board of Commissioners adopted numerous policies related to the utilization of American Rescue Plan (ARP) funds in April 2022. In addition, the Board authorized the use of the funds as revenue replacement. This streamlined reporting requirements and the purposes for which ARP funds could be utilized. ARP funds can be utilized for any purpose as long as the purpose is allowable under North Carolina law.

Proposed Utilization

Staff recommends the Board allocate \$50,091.60 of the Town's designated ARP funds to significant improvements to the audio-visual setup in the large social room. The Town's total allocation is \$451,275.58. This will leave just over \$400,000 for the Town to allocate to other needs. The attached proposal, scope of work, and layout demonstrate the proposed cost and layout. The vendor, TSA Choice, is a local company that performs audio-visual work throughout the region and is well-respected for their quality of work and installations. This improvement will allow the Town to move forward with hosting larger meetings in the social room and ensure that all are able to hear and see the presentations. Additionally, this installation will further the Town's ability to show these meetings and events remotely and/or to record them for future use.

Scope of Work
Town of Biltmore Forest
Large Conference Room AV
Quote #: Q195730

OVERVIEW

TSACHoice, Inc. proposes to install and configure an upgraded audio and video system in the large conference room. The system will allow users to present video sources up to 4K resolutions. The HDMI switcher will allow users to present video sources to both displays as the same image, or different sources to each display, i.e., PC to one and laptop to the other. The system will also be equipped with a PTZ camera and microphones to allow users the ability to video conference on various web-based platforms such as, Teams or Zoom.

The audio system will have (9) tabletop wireless gooseneck microphones to be used for the council and lectern voice pick up, as well as a wireless handheld/lavalier combo unit for mobile presenters.

The speakers will be surface mount style speakers mounted down each side of the room near the light troughs. The speakers will be laid out in 4 zones to allow a mix-minus configuration for the microphones to be used for conferencing and PA.

OBJECTIVES

Pre-Install

- Project Coordinator to schedule implementation meeting to discuss programming needs, obtain floor plans, confirm installation dates, and to schedule training; please note that the customer's Managed Service Provider / IT services provider is required to attend this meeting. Programming or equipment changes discovered during implementation that are not included in the Scope of Work will be deemed an "addition to contract request" and a change order will be generated for customer approval before implementing the requested change.
- Technician to pre-build system at TSACHoice based on information obtained from implementation meeting.

NOTES

- TSACHoice, Inc. will install (2) 86" 4K commercial displays on static display stands in the front of the room.
 - The displays will be placed left and right of the owner provided credenza.
- TSACHoice, Inc. will install (1) 12 space equipment rack inside the credenza to house the audio and video gear.
 - The rack will house the audio DSP, amplifier, wireless mic receivers, HDMI switcher and the PC.
 - Audio and video connections will be routed from the rack to components via surface mount raceway.
 - All cable paths and raceways will be installed in a manner to be as unobtrusive as possible.
- TSACHoice, Inc. will install (8) surface mount speakers, (4) down each side of the room, mounted near the light troughs.
 - The 8" speakers will be the first gallery zone with (2) 6" speakers on each side as fill speakers.
 - Two of the 6" speakers will be mounted and aimed to the front of the room to provide presentation audio to the front of the room for the council members.
- TSACHoice, Inc. will configure the audio DSP to provide both PA and conferencing audio with adequate levels and clarity.

REQUIREMENTS AND PRESUMPTIONS RELATED TO SCOPE OF WORK

The Scope of Work details any additional work for TSACHoice that was uncovered during the quote discovery process and is based on utilizing existing cabling to the door hardware. Any cabling needed will result in additional charges.

Scheduling

- All work will be done during normal business hours unless specified in our scope of work.
- Projects quoted based on completing the installation in one continuous phase. If a multi-phased installation is required, additional labor may be billed accordingly for return trips.

Customer Responsibilities

- Customer to provide power and network connections for the wired controllers.
- Customer to provide pathways from IT closet to wired controller locations.

Customer has carefully read, understands, and agrees with TSACHoice’s Scope of Work, shown above.

X _____
TSACHoice Authorized Representative

Authorized Representative Title

Date

X _____
Customer Authorized Representative

Authorized Representative Title

Date



Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q195730
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Town of Biltmore Forest

COMPANY NAME

355 Vanderbilt Road

Asheville

NC

28803

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$50,091.60

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract **\$25,045.80**

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1½% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Accepted for TSACHoice, Inc.

Date of Agreement

Town of Biltmore Forest

Customer

Account Representative

Date

Signature

Corporate Officer

Date

Print Name

Title

General Terms and Conditions

4. Site Preparation. It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.

5. Substantial Changes. A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.

6. Authorization for Overtime Charges. If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.

7. Warranty. Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.

8. Default by Customer. If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.

9. Security Interest. To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.

10. Risk of Loss. TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.

11. Timeliness. To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).

12. Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc. TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.

13. RF Interference. TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customers close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.

14. Mediation. The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.

15. Limitation of Liability. Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.

16. Severability and Governing Law. Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials _____



VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q195730

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Clearone - Converge Pro 2-128 VT DSP Mixer
1	Clearone -UNITE 150 PTZ Camera with 12x Optical Zoom
1	Clearone -Wall mount for UNITE 150 camera
1	Clearone -Converge PA 460 - 4 channel amplifier with rack mount
9	Sennheiser-506632 - Wireless gooseneck table mic set
1	Sennheiser-509779 - Wireless handheld/bodypack combo set
1	Sennheiser-502876 - Lavalier microphone for Evolution series
1	KanexPro-HDMX42A-18G - 4x2HDMI matrix with audio output
2	Viewsonic-86" 4k commercial display
2	Premier Mounts-TS72B-MS2 72" dual pole floor stand for displays up to 160lbs
1	Dell Pro KM7120W Keyboard & Mouse
1	Dell OptiPlex 3090 Desktop Computer MFF
1	SiiG-JU-CB0D11-S1 -25 meter active USB 3.0 repeater cable
3	Startech-HDMM10MA - 10 meter activeHDMI cable
2	Startech 6 foot HDMI cable
2	Episode® All-Weather Speaker (8")70-Volt (Each)
6	Episode® All-Weather Speaker (8")70-Volt (Each)
1	MidAtlantic-BRK12 - 12 space 18" deep equipment rack
2	MidAtlantic-U1 - single space, 11" deep rack shelf
150	Berk-Tek-LANMark 6-4PR-Cat 6 CMP-Blue
300	16/2 Cond -UnShielded-Outdoor/Buried
1	Professional Services Installation

Accepted for TSACHoice, Inc. by:

Date of Agreement _____

Town of Biltmore Forest

Customer _____

Signature _____

Print Name _____

Title _____

Account Representative _____ Date _____

Corporate Officer _____ Date _____

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials _____

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

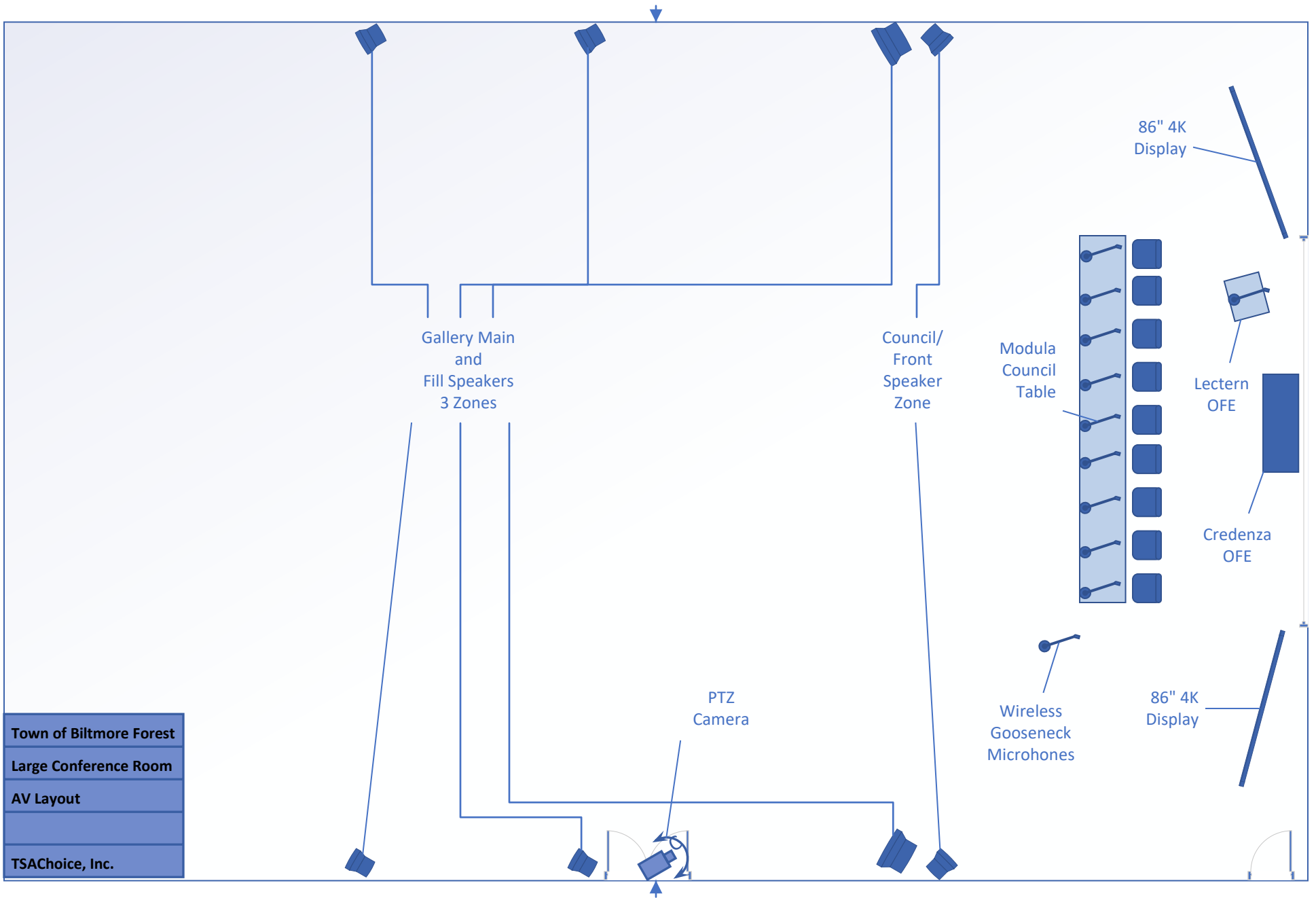
Town of Biltmore Forest Accounts Payable

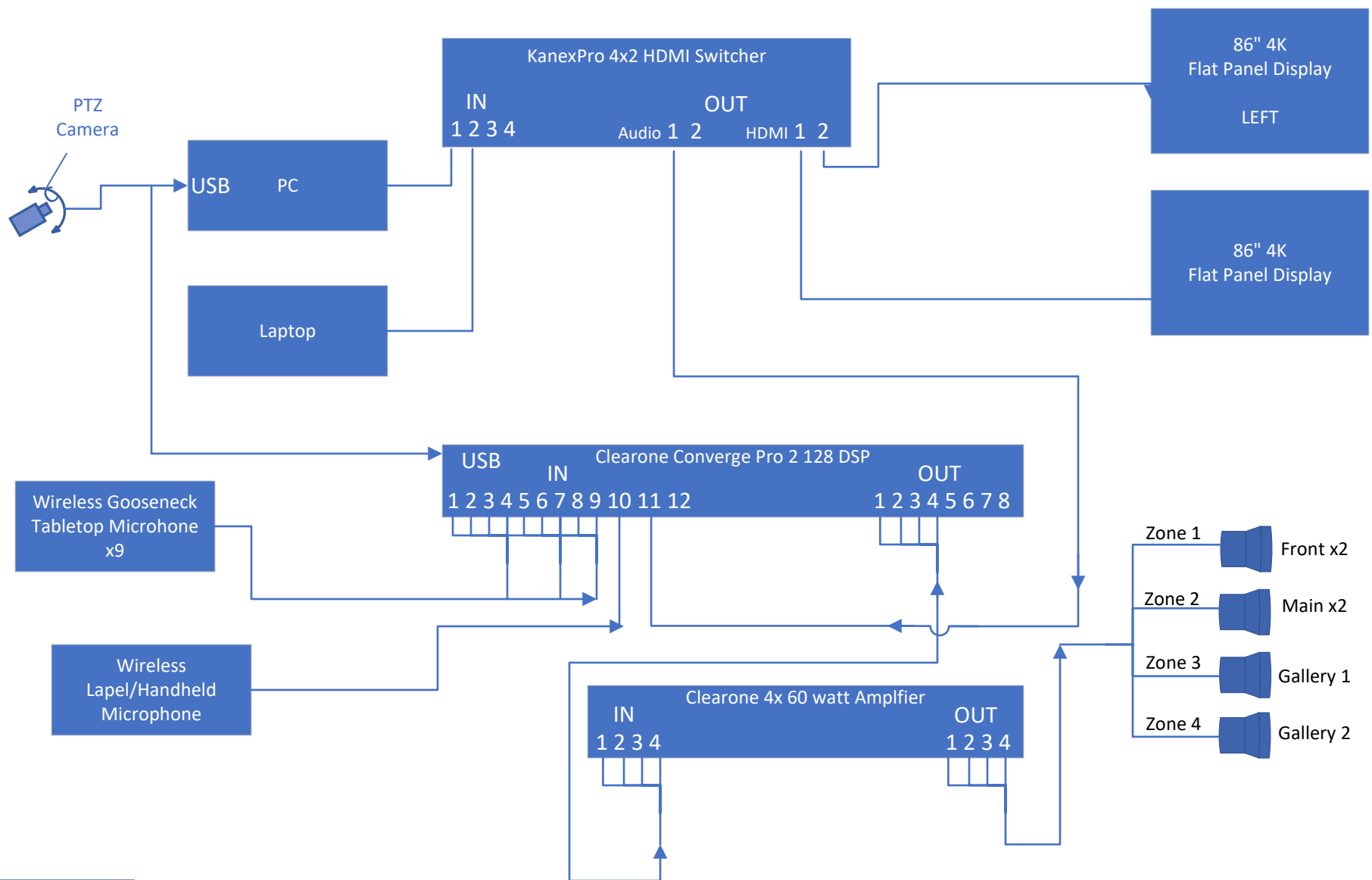
Town of Biltmore Forest-Large Conference Room AV

Qty	Description
1	Clearone - Converge Pro 2-128 VT DSP Mixer
1	Clearone -UNITE 150 PTZ Camera with 12x Optical Zoom
1	Clearone -Wall mount for UNITE 150 camera
1	Clearone -Converge PA 460 - 4 channel amplifier with rack mount
9	Sennheiser-506632 - Wireless gooseneck table mic set
1	Sennheiser-509779 - Wireless handheld/bodypack combo set
1	Sennheiser-502876 - Lavalier microphone for Evolution series
1	KanexPro-HDMX42A-18G - 4x2HDMI matrix with audio output
2	Viewsonic-86" 4k commercial display
2	Premier Mounts-TS72B-MS2 72" dual pole floor stand for displays up to 160lbs
1	Dell Pro KM7120W Keyboard & Mouse
1	Dell OptiPlex 3090 Desktop Computer MFF
1	SiiG-JU-CB0D11-S1 -25 meter active USB 3.0 repeater cable
3	Startech-HDMM10MA - 10 meter activeHDMI cable
2	Startech 6 foot HDMI cable
2	Episode® All-Weather Speaker (8")70-Volt (Each)
6	Episode® All-Weather Speaker (8")70-Volt (Each)
1	MidAtlantic-BRK12 - 12 space 18" deep equipment rack
2	MidAtlantic-U1 - single space, 11" deep rack shelf
150	Berk-Tek-LANMark 6-4PR-Cat 6 CMP-Blue
300	16/2 Cond -UnShielded-Outdoor/Buried
1	Professional Services Installation

Qty	Description
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SubTotal	\$46,882.33
Sales Tax	\$3,209.27
Total	\$50,091.60





BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

November 15, 2022



Agenda Item E-2

Consideration of Easement to Duke Energy for Targeted Underground Project

355 Vanderbilt Road – Town Hall Complex

Background

Last month, the Board of Commissioners approved an easement for Duke Energy's targeted underground program (TUG) at Rosebank Park. During that meeting, an easement for additional underground infrastructure at the Town Hall complex was discussed. This easement document has been finalized, along with the requisite exhibit, and staff presents this to the Board for consideration.

Recommendation

Staff recommends approval of this easement request. The Town Attorney has reviewed as well and has no issues with the easement. The benefit to the public is substantial, as this easement will assist Duke's targeted underground project. Further, power lines and associated infrastructure are already located on Town property. This easement will allow the burying of power lines and, ideally, the burying of all utility lines in the future.

EASEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

Prepared By: Duke Energy
Return To: Duke Energy Progress, LLC
Attn: Debra Woody
555-A Brevard Rd
Asheville, NC 28806

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from TOWN OF BILTMORE FOREST, A MUNICIPAL CORPORATION, ("GRANTOR," whether one or more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Biltmore Township, described as follows: PIN# 964770928900000 and 964780034800000 containing 1.84 acres, more or less, and being the land described in a deed from Biltmore Forest Company to Town of Biltmore Forest, dated November 12, 1962, and recorded in Deed Book 872, Page 341, all Buncombe County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

It is understood and agreed that the general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the facilities by DEP in substantial compliance with Exhibit A hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

TOWN OF BILTMORE FOREST, A MUNICIPAL CORPORATION

By: _____

[KEY NAME OF OFFICIAL]

Title: [Key Title of Official] _____

By: _____

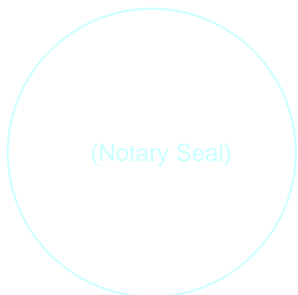
[KEY NAME OF OFFICIAL]

Title: [Key Title of Official] _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he(she) is [Key Title of Official], of TOWN OF BILTMORE FOREST, A MUNICIPAL CORPORATION, and being authorized to do so, executed the foregoing EASEMENT on behalf of the corporation.

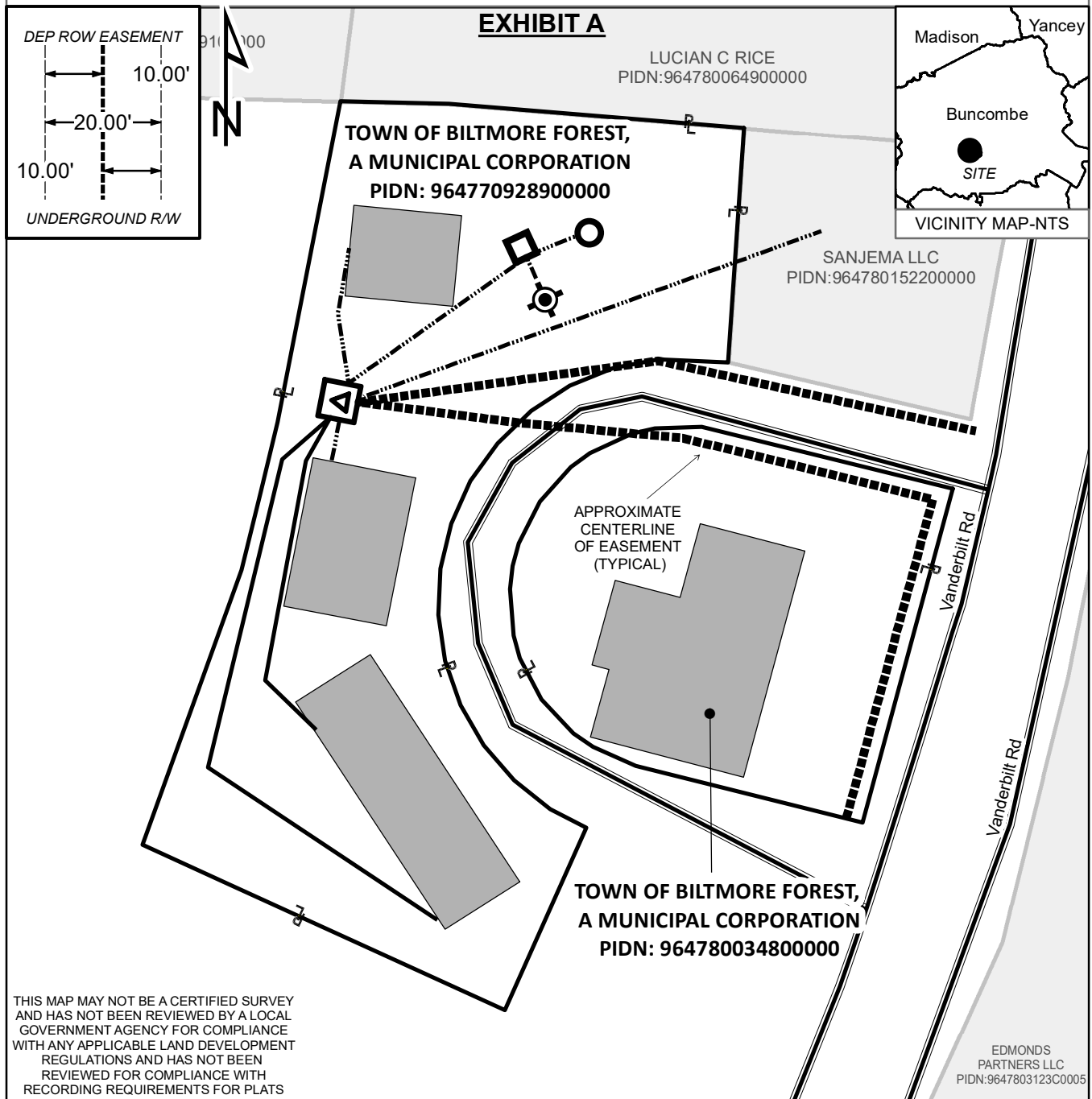
Witness my hand and notarial seal, this _____ day of _____, 20____.



Notary Public

My commission expires: _____

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



Legend

- EXISTING STREET LIGHT
- EXISTING METER POLE
- PROPOSED PEDESTAL
- PROPOSED PADMOUNT TRANSFORMER
- ROAD CENTERLINE
- EXISTING UG SERVICE
- PROPOSED UNDERGROUND SERVICE
- PROPOSED UNDERGROUND PRIMARY
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY



APPROXIMATE LOCATION OF DISTRIBUTION
R/W ACROSS PROPERTY OF
TOWN OF BILTMORE FOREST,
A MUNICIPAL CORPORATION

LOCATION: 355 Vanderbilt Rd, Asheville, NC 28803

SCALE: 1 inch = 67 feet

DRAWN: KB

DWG NO: 20003932

DATE: 10/19/2022

CHECKED: CS

SHEET: 1 of 1

BOARD OF COMMISSIONERS MEETING STAFF MEMORANDUM

November 15, 2022



Agenda Item E-3

Consideration of FY23 Budget Amendment

Background

The attached budget amendment reflects realized increases in revenue over projected estimates and associated changes within expenditures. Specifically, this budget amendment includes the finalized amount due to the Town for the Police Department UTV funded by grant proceeds. The total grant award was \$24,500 as part of a law enforcement block grant award throughout the State. This proposed amendment includes a new line item “10-3800-0000 LAW ENF BLOCK GRANT” with the line item of \$24,500.00. The Police Department’s capital outlay budget “10-5100-7400” is increased by the same amount.

Please feel free to let me know if you have any questions regarding these specific amendments or require additional information.



FY 2022-2023 BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the Town of Biltmore Forest, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. General Fund Revenues

General Fund Revenue				
Line Item	Line Item Name	FY23 Adopted Budget Amount	Increase/(Decrease)	Amended Line Item Amount
10-3800-0000	Law Enf Block Grant	\$ -	\$ 24,500.00	\$ 24,500.00
Total General Fund Revenue Amendment			\$ 24,500.00	

Section 2. General Fund Expenditures

General Fund Expenditures				
Line Item	Line Item Name	FY23 Adopted Budget Amount	Increase/(Decrease)	Amended Line Item Amount
10-3800-0000	Law Enf Block Grant	\$ 102,500.00	\$ 24,500.00	\$ 127,000.00
Total General Fund Expenditure Amendment			\$ 24,500.00	

The Town Manager drafted this budget amendment and Finance Director has verified this amendment balances with the above listed revenues and expenditures.

Copies of this budget amendment shall be furnished to the Clerk, to the Governing Board, and to the Finance Officer for their direction.

Adopted this 15th day of November, 2022.

George F. Goosmann, III
Mayor

Attest:

Laura Jacobs
Town Clerk

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

November 15, 2022



Agenda Item E-4

Greenwood Park Conceptual Planning – Discussion

Background

The Town has made improvements to Greenwood Park a central theme over the last several years. The stream restoration project has just concluded, and while some live stake and bare-root plantings remain after the turn of the calendar year, now is an appropriate time to review additional improvements. This specific conceptual plan details play area elements within the park itself; in other words, these are improvements to the existing play structures.

Staff Review

Mike Dale, PLA, has drafted this conceptual plan to include access into the park for all and to accessibility and safety for pedestrians using the park and vehicles parking at the park. Of note, the existing three (3) unmarked parking spaces along the southwest edge of the park, bordering Greenwood Road, are removed and new spaces are created with head-in parking off the street. This improves safety in many areas, but most notably, it removes the vehicles from the substantial bank where they are currently situated. This concept creates dedicated handicap parking spaces along Greenwood Road near the western edge of the park. This dedicated parking further allows access to all to enter the park and utilize all areas via the walking trail as proposed.

The play spaces shown in the concept plan are scoped out by size and do not reflect specific equipment. This proposal does show a pavilion on the north side of the creek, as well as another concrete pad with benches, picnic tables, and trash cans. Staff requests feedback on this concept plan prior to moving farther with this project.

GREENWOOD PARK

MASTER PLAN CONCEPT



BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

November 15, 2022



Agenda Item E-5

Planning Commission Update

Background

The Planning Commission has continued their work on implementing aspects of the Town's Comprehensive Plan. The Comprehensive Plan was adopted by the Board of Commissioners in May 2022, and a scope of the Planning Commission's work was agreed upon by the Board in August 2022. The Commission's work over the past several months has focused on developing a quick reference guide for all residents, revisions and modernization of the ordinances related to tree preservation within the Town, and identifying areas where there are vague or weak guidelines.

Planning Commission Chair Paul Zimmerman has prepared a report and update for the Board on these items. The report is attached to this memorandum and Mr. Zimmerman hopes to be present at the Board's meeting to offer other thoughts and receive feedback.

PLANNING COMMISSION UPDATE FOR BOARD OF COMMISSIONERS

15 NOVEMBER 2022

The Planning Commission has made considerable progress in the past month.

1. Following the results of the Resident Survey from November 2021, we are currently focusing on Ordinances related to Tree Canopy Protection and Management.

Thanks to Jonathan Kanipe, we reviewed the current Tree Ordinances from Chapel Hill, Asheville, Pinehurst, and Winston Salem. Listing the Likes and Dislikes of each of those Cities (see Attachment1), we unanimously voted to recommend a new Biltmore Forest Tree Ordinance with two major categories: Residential and Non-Residential. Each of these would be further subdivided into New Construction and Significant Improvements to Existing Construction.

These changes will not only simplify and clarify the Ordinance Structure and Enforcement---but it will bring Biltmore Forest more in line with these other cities. One area where we will remain unique compared to other cities is the strong desire to manage the Tree Canopy on Residential Property in Biltmore Forest.

Tony Saponaro is leading this effort, with the help of Ken Hornowski. At our next meeting we will be discussing the principals we will follow in each of these 4 areas, before beginning to actually write any ordinances. Several members of the Planning Commission have recently tagged along with Mike Dale of Public Works to understand how the current ordinances are managed on a day-to-day basis.

2. A first draft of a Quick Reference Guide was distributed to Planning Commission members, Public Works, Police and Administration for review and comment. Comments were requested by the 21st of November, so that they can be incorporated into the second draft before our next meeting on the 28th.

The need for a Quick Reference Guide has been discussed since Ramona Rowe was Mayor and would be distributed to all residents, in addition to all new residents of Biltmore Forest. It is more conversational in tone, rather than prescriptive.

3. A joint meeting with the Board of Adjustments (BOA) has been discussed. We have reviewed every BOA decision from 2014 to 2019, and would like to know their perspective on where the current Ordinances could be clarified, improved, or changed. This meeting will most likely happen on a date where they have a 'light' case load – hopefully in the next 2-3 months.

4. Draft ordinances have been written for Abandoned Cars and for Electric Vehicle Charging Stations.

There are AT LEAST 3 abandoned cars in Biltmore Forest and one visible EV charging station at a residence. Jonathan and Billy Clarke will determine whether the Abandoned car ordinance should be in the Town Ordinances and review it relative to NC Law. We anticipate a huge growth in home EV charging stations—hence the need to be in front of the curve.

Respectfully submitted,



Paul Zimmerman

Chair, Planning Commission

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

November 15, 2022



Agenda Item E-6

Biltmore Farms Property Transfer Update

Background

For the past several months, the Town has worked with Biltmore Farms on the identification and subsequent conveyance of properties that were never formally dedicated during the creation of the Town. The areas noted below are all maintained by the Town currently, and in the case of Rosebank Park (and lower Vanderbilt Park) there is a lease in existence between the Town and Biltmore Farms. In addition to these larger areas specified below, there are numerous “strips” that exist between private parcels throughout the Town. The larger parcels below are more pressing for the Town from a timeliness standpoint, and in particular, the Town hopes to achieve resolution on Rosebank Park prior to the 100th anniversary of the Town in February.

In order to create a visible representation of these underlying parcels, I reached out to Buncombe County's GIS director who created the attached map that shows most of the parcels the Town believes are retained by Biltmore Farms.

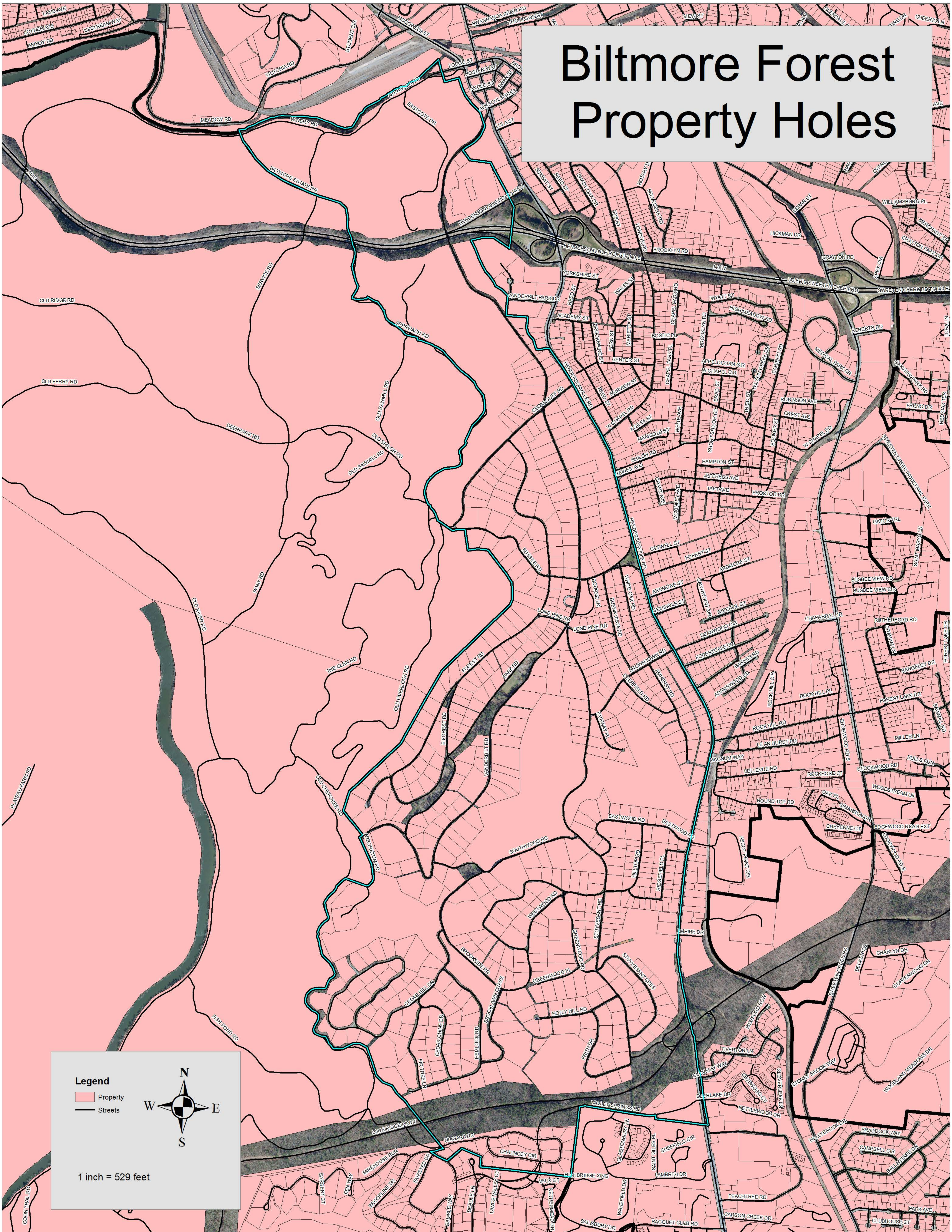
Priority List

1. Rosebank Park and Lower Vanderbilt Park
2. Busbee/Hendersonville Road triangle
3. East Forest Road/Forest Road triangle
4. Southwood Road/Brookside Road “park” (across from BFCC golf course)
5. Area at end of Greenwood Place between Westwood/Brookside Roads

Project Update

The Town has provided this information to Biltmore Farms and is awaiting feedback or comments regarding the proposed areas for transfer. Please let me know whether there are questions or if you need further information regarding this project status.

Biltmore Forest Property Holes



BOARD OF COMMISSIONERS MEETING STAFF MEMORANDUM

November 15, 2022



Agenda Item E-7

Consideration of 2023 Holiday Schedule

Background

Staff recommends the adoption of the North Carolina state holiday calendar for 2023. This will allow us to move forward with brush collection and solid waste/recycling calendars provided to residents shortly before the New Year. A copy of the 2023 holiday calendar is attached to this memorandum. In addition, staff recommends adopting the state's holiday calendar as the Town's standard holiday calendar moving forward.

2023 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 2, 2023	Monday
Martin Luther King, Jr. Birthday	January 16, 2023	Monday
Good Friday	April 7, 2023	Friday
Memorial Day	May 29, 2023	Monday
Independence Day	July 4, 2023	Tuesday
Labor Day	September 4, 2023	Monday
Veterans Day	November 10, 2022	Friday
Thanksgiving	November 23 & 24, 2023	Thursday & Friday
Christmas	December 25, 26 & 27, 2023	Monday, Tuesday & Wednesday