

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, February 12, 2019 at 4:30 p.m.

A. Roll Call by the Clerk

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

B. Approval of the Minutes

1. The minutes of the Regular Meeting held on Tuesday, January 9, 2019 will be presented for approval.

C. Public Comment

D. Reports of Officers

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

E. New Business

1. Presentation - Vanderbilt Road/Stuyvesant Road Hazard Trees
2. Discussion - Town Procedures related to Private Property Hazard Tree Removal
3. Consideration - FYE2019 Audit Contract Approval
4. Consideration - Greenwood Park Grant Application Contract
5. Discussion - Fence/Gate Accessory Structure Next Steps
6. Discussion - Traffic Control Next Steps
7. Discussion – Revisions to Animal Control Ordinance

F. Petitions, Motions, and Other Business

G. Public Comment

H. Adjourn

MINUTES OF THE MEETING OF THE MAYOR AND TOWN COMMISSIONERS OF
BILTMORE FOREST HELD JANUARY 8, 2019.

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

Roll call by the Clerk:

Mayor George F. Goosmann, III, present
Commissioner 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.

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

Mayor Goosmann asked for a motion to approve the December 11, 2018 minutes. A motion was made by Commissioner Cogburn to approve the minutes. The motion was seconded by Commissioner Kelly. The motion was unanimously approved.

Chief Chris Beddingfield gave the monthly report for the Police Department. The most significant issue was the flooding and heavy rain event that resulted in traffic issues with the Biltmore Estate. Traffic backed up all of Cedarcliff Road to Vanderbilt Road, and eventually all the way down to Biltmore Village. Ultimately, traffic backed up by the Bell gate and down Busbee Road, down Vanderbilt Road and eventually back into Biltmore Village. It was a bad situation and it was nothing the Town or Biltmore Company wanted. Several factors combined to make this a perfect storm event. The French Broad and Swannanoa Rivers were higher and there was much more rain than forecasted. It was also a holiday week, so the Town was short staffed. Vehicles were running out of gas which blocked traffic and there were multiple medical emergencies. There

were physical altercations happening in the traffic as well. The Town made the best out of this situation and employees did the best they could. Some residents had to be escorted to their homes.

Mayor Goosmann apologized for the verbal abuse officers received. The Mayor thanked the Police Department for all its hard work in this emergency situation.

PUBLIC COMMENT

Tal Frankfurt, who resides at 30 Cedarcliff Road, commented on the Biltmore Estate flooding emergency. Mr. Frankfurt said that on December 28th, the street he lives on was completely blocked. Mr. Frankfurt also said no one offered to escort him and his wife to their house.

Mr. Frankfurt shared his concerns with the Biltmore Company Police, and specifically noted an interaction he had with a Lieutenant from the Company Police. Mr. Frankfurt said the Lieutenant stated there was nothing they can do for him. Mr. Frankfurt said the next day the road was destroyed and it took more than a week to address the issue. Mr. Frankfurt asked the Board why a notification was not sent out to Town residents. Mayor Goosmann said this was a catastrophic situation and was not planned. Mr. Jonathan Kanipe said a message via the CodeRed system was sent to residents the morning of the flooding to inform them. The roads were also repaired by the Biltmore Company on Thursday, January 3rd and finished Monday, January 7th.

Mayor Goosmann said they understood Mr. Frankfurt's frustration and the Town employees did the best they could with their resources at that time. Mayor Goosmann said there are five entrances to the Biltmore Estate, and four were underwater that day. As frustrating as it was, the Board knows that certain things need improvement. Mayor Goosmann apologized to Mr. Frankfurt not being able to get to his house. Mayor Goosmann said a meeting with the Biltmore Estate will be held in the near future.

The public comment continued and Ms. Laura Wrenn made a suggestion about directing traffic. Ms. Wrenn said the backup of traffic on Hendersonville Road was terrible. She suggested

Asheville Police to handle traffic control on Hendersonville Road. Ms. Wrenn also said the rain total was 3.5 inches in an 18 hour time period. Mayor Goosmann added that there was 6 feet of water that accumulated at the Biltmore Estate.

Mr. Frankfurt suggested a sidewalk be put in place by the Biltmore Company. Mayor Goosmann said there are no sidewalks in the Town of Biltmore Forest. Mayor Goosmann said there is not enough room to have sidewalks.

Mr. Terry Crouch provided the monthly report for the Public Works department. Mr. Crouch said the staff is catching up on leaf and brush pickup. Mr. Crouch also said recycling is down quite a bit from last year. Mr. Crouch said it is down 59 tons from last year. This could possibly be from the loss of the cardboard bin at Town Hall.

Commissioner Cogburn asked about the orange cone at Greenwood Park that has been there for six months. Mr. Crouch said the cone is there because there used to be a spring animal at that location. Commissioner Cogburn asked if this will be repaired soon. Mr. Crouch said he will have that area dug up and remove the cone. Commissioner Cogburn thanked Mr. Crouch.

Chief Cole with the Skyland Fire Department gave the monthly report. Chief Cole said there were about 28 incidents that happened last month. The fire department had a volunteer unload 3,000 toys and stuffed animals at the Wellington Mobile Home Park for Christmas.

Chief Cole said there were many false alarm fire calls. Chief Cole said to make sure smoke detectors are maintained. Chief Cole said there were six calls where the fire department was cancelled en route because of the police department taking over the calls. Chief Cole was thankful for the police department and their assistance. Mayor Goosmann thanked Chief Cole.

Mayor Goosmann introduced Mr. Paul Zimmerman for a presentation on the Town wide survey. Mr. Zimmerman thanked the Board for allowing him to conduct the survey. Mr. Zimmerman said there were many colorful comments regarding the survey. 183 households

responded to the survey which is approximately 1/3 of households in the Town. Mr. Zimmerman said this was a very good response.

Ms.Wrenn said she did not receive a survey. Mr. Zimmerman and Mr. Kanipe said this was noted on a Code Red message as well as posted on the Town website. Mayor Goosmann gave Ms.Wrenn a hard copy of the survey.

Mr. Zimmerman said the results were 100 percent anonymous and there was no way of tracking who said what. The overall rating was 89 which is extremely high. Mr. Zimmerman said about 30 percent of people said traffic was no issue. Many of those people were not too engaged in the survey and did not make a written comment.

Mr. Zimmerman said 3 percent of people are pleased with the traffic enforcement; 3 percent like the speed bumps throughout the Town, and 3 percent say the speed is ok.

Six percent of respondents would like to see more enforcement throughout the Town. Eight percent believe there was too much traffic, and seventeen percent do not like cut-through traffic. Contractor speed was noted as too high by eight percent of respondents. Thirty-one percent of people said the speed is too high.

Mr. Zimmerman said walking paths and bicycle lanes were suggested by Town residents. The Board asked Mr. Zimmerman for clarification on the statistics to show percentages so they could better understand. Mr. Clarke inquired about the fence statistics. Mr. Zimmerman said the majority of people taking the survey were in favor in the front and side yard as long as the requirements were met as set by the Board of Commissioners.

Ms.Wrenn said she never received a survey and wanted to know why she never received a Code Red notification. Ms.Wrenn expressed her concern for not receiving a survey. Mayor Goosmann asked if Ms.Wrenn visited the Town website. Ms.Wrenn said she is always on the Town website. The survey was posted on the Town website.

Mr. Clarke asked Mr. Zimmerman about the verbiage relating to the questioning of the fences. Mr. Zimmerman provided the details to Mr. Clarke.

Mayor Goosmann and the Board thanked Mr. Zimmerman for conducting this survey.

Mr. Kanipe discussed a request from a resident regarding Town artifact preservation. Mr. Larry Manofsky suggested the Board allow artifacts found throughout the Town to be displayed at the Town. Mr. Kanipe said Mr. Manofsky suggested a possible ordinance to prevent people from taking artifacts from the Town.

Mr. Clarke said the Town does not have the authority to do that, particularly on private property. This would violate the Constitution. Mr. Clarke said the Town can participate in a voluntary program to identify, excavate, collect, and display artifacts on Town property and on private property with the permission from the homeowner. Items that are buried on private property belong to the owner of the property unless the actual owner of the item can provide proof of ownership. Mr. Clarke will communicate with Mr. Manofsky. Commissioner Kelly said it was a good idea to display the artifacts.

The holiday schedule for 2019 was discussed. Mayor Goosmann said Tuesday, Wednesday, and Thursday will be the days off for the Christmas holiday for 2019 but employees will work Monday and Friday of that week. Commissioner Cogburn moved to approve the 2019 holiday schedule which includes the extra day off Mayor Goosmann suggested. Commissioner Kelly seconded the motion. The motion was unanimously approved.

Mr. Kanipe provided an update on the public works building project. Construction remains on schedule for mid-July completion in spite of the bad weather. There was an unknown gas connection between the Public Works Department and Police Department. When PSNC turned off the gas on December 22, it also cut off the gas at the Police Department. Beverly-Grant and PSNC worked together and resolved the issue as quickly as possible.

Public Comment

Ms. Toya Hauf asked why streets like Hilltop Road do not need public input for changes such as speed bumps but Vanderbilt Road does. Ms. Hauf also inquired as to why she did not receive the Code Red messages being sent out. Mr. Kanipe said he will work with CodeRed and figure out why Ms. Hauf is not getting Code Red messages.

In addition, Mr. Kanipe said the difference between Vanderbilt Road and Hilltop Road is the speed limit is already 25 mph on Hilltop Road. The speed limit on Vanderbilt Road is 35 mph. A speed bump cannot be installed on a 35 mph zone. Mr. Kanipe suggested that in order to get a speed bump on Vanderbilt Road, the speed limit would have to be reduced to 25 mph.

Ms. Hauf asked about a four way stop in this area. Ms. Hauf said she mentioned this conversation in May of 2017 and was very frustrated with getting no response since then. Mayor Goosmann said they can start acting on this matter now. Ms. Hauf said this matter keeps getting postponed and she would like to see a solution because she has a valid concern.

Mr. Kanipe gave his monthly report for the Town. The Storm Water Master Plan is currently in phase 2. Engineers are modeling the drainage systems based on the water shed hydrology. Mr. Kanipe will most likely get more information about this within the next month or so. Mr. Crouch will be meeting with the contractors regarding repair of the Stuyvesant Road Bridge. This should be done fairly quickly. Mr. Kanipe is working to finalize a rescheduled date for the boxwood blight seminar is still working on being rescheduled.

Mr. Kanipe said every member of the Board should have received a copy of the Comprehensive Annual Financial Report submitted to the Government Finance Officers Association. Mr. Kanipe said Ms. Helen Stephens worked on this and did a great job. Mr. Kanipe told the Board to let him know if there are any questions about the report.

There being no further business, Mayor Goosmann adjourned the meeting at 5:42 p.m.

The next Board of Commissioners meeting was scheduled for Tuesday, February 12, 2019 at 4:30 p.m.

ATTEST:

Jonathan B. Kanipe
Town Manager

George F. Goosmann, III
Mayor

BILTMORE FOREST POLICE DEPARTMENT

Department Head Report

February 12th, 2019 Board of Commissioners Meeting

Chris Beddingfield, Police Chief

Police Dept. Monthly Report 01/01/19 to 01/31/19

Calls for Service:614 (up 130 from last month)

Officers responded to the following calls for service.

Accident - 1	Accident - PI -1
Alarm - 33	Animal Carcass - 1
Assist EOC - 9	Assist Motorist - 13
Assist Other Agency -9	Assist Resident - 10
Bear Report – 0	Business Check - 109
Busy -7	Crime Prev. - 15
Chase-1	Direct Traffic -4
Distressed Animal -0	Disturbance - 1
Dog Complaint - 14	Escort - 1
Fire – 3	Fight-1
Hit and Run - 0	House Check - 52
Improper Parking –3	Incomplete 911- 3
Investigation –4	Intoxicated Driver-1
Mental Patient - 0	Missing Person - 0
Noise Disturbance – 1	Ordinance Violation - 3
Out of Service - 0	Out of Town - 3
Person Down – 0	Power Outage -1
Radar Operation – 19	Road Blocked -26
Service of Car - 4	Sign Ord Violation -3

Special Assignment –67	Special Check -18
Speed/Reckless Driving-1	Suspicious Person -8
Suspicious Vehicle - 20	Vandalism - 1
Vehicle Stop – 59(up 44)	Well-being Check - 5

Total Number Of Calls: 614

Arrests: 1

0-Felony

2 Misdemeanor-One Domestic Assault on Female, One resisting an officer and assaulting an officer

Time Consumption Summary:

Approximations

Business Checks-11 hours

House Checks-12 hours

Radar Operation-30 hours

Vehicle Crash Invest.-1 hour

Notable Calls and Projects:

Change in FY2018/2019 police vehicle project-
Budgeted \$40,000 for new Ford police vehicle and associated equipment. Ford shut down manufacture plant for one year and a vehicle is not available. Purchased a used Crown Vic to implement into fleet. Estimated to have about \$4,000 dollars invested in getting it into service. Our plan is to use a portion of the \$36,000 in savings to update and replace our in-car MDT computers as well as standardizing and replace a portion of our in-car video systems.

MOU with District Attorney's Office-We have been in meetings and discussions with District Attorney Todd Williams on a transparency agreement. Staff has evaluated it and turned it over to the Town Attorney who has reviewed and approved.

This is informational only, but wanted the Board to be aware of its review and submission.

Currently working on animal control ordinance changes and discussion of services available through Buncombe County.

Much discussion of an arrest and incident involving a resident experiencing an emotional crisis. The incident actually started at the Biltmore Estate. Subject fled on foot into our jurisdiction where we encountered him. He was arrested for charges on the Biltmore Estate and for resisting and assaulting our officers. This arrest required some force to execute. All video has been reviewed administratively and the officers acted properly and exceptionally. They did an outstanding job. News of the arrest has been discussed among several residents who have also contacted the police department with concerns about the arrestee. All have been advised to contact us immediately with any concerns regarding the subject.

Chief Beddingfield was a guest speaker at Deerfield Community during their staff active shooter training.

Going through interview/hiring process to fill two vacant desk/dispatch jobs. Should have candidates selected and ready to go shortly.



Biltmore Forest Public Works Department

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

Phone: 274-3919
Fax: 274-3921
Mobile: 777-4466
Email: tcrouch@biltmoreforest.org

PUBLIC WORKS MONTHLY REPORT **JANUARY 9, 2019 TO FEBRUARY 12, 2019**

- Completed all of the normal routine services to the residents on schedule, garbage collection, recycling and brush removal.
- So far we have collected a total of 210 Christmas trees and taken them to be recycled.
- We have collected a total of 76 loads of brush for the residents and transported them to Asheville Stump and Dump. All of this debris was from the snow storm that we received back in December of 2018.
- Installed 3 new signs at the Town Hall. Parking For Town Hall Business Only.
- Removed the remaining spring animal and concrete pad in the playground area in Greenwood park.
- Completed 65 special requests from the residents, extra garbage collection, meter rereads, house no. signs, recycling request, etc and completed 33 utility locate request.
- Completed the 2 monthly bacteriological water samples for January 2019 and both were in compliance with the state.
- Removed all of the Christmas decorations.

- Completed repairs to several pieces of equipment and replaced the entire spinner assembly for the sander which was rear ended in the snow storm back in December.
- We collected a total of 35.5 tons of garbage and 20 tons of recycling for the month of January
- A total of 498 hours were spent maintaining the Town's roads and road shoulders.
- 35 hours were spent maintaining the Town's parks and pond.
- Charles inspected 56 trees for the residents and the Biltmore Forest Country Club during this period.
- Repaired 3 streetlights (general repairs).
- We have had to repair several road shoulder ruts and road shoulders all over the Town due to vehicles.
- Spent several hours blowing off the road shoulders with the tractor mounted blowers.
- We are still collecting litter on the road shoulders on Hendersonville road from Cedarcliff road to Busbee road weekly.
- Cut up and removed 4 trees that had fallen across the roadway.
- We have reinstalled the air compressor at the upper shed and installed the air hose at the corner of the building so that the residents can get air if they need to.
- Dug out and replaced the water meter box at 34 Buena Vista because the box was damaged.
- Installed the 4 delineators (reflectors) at the bridge headwalls on the bridge at South Wood road as advised by the state bridge report.
- Installed some new gutter on the upper shed where the PW temp shop is.
- Loaded up all of the scrap metal and debris at the upper shed and transported it to the dump.
- We tried to install storm drain pipe around the intersection between Stuyvesant and Vanderbilt at the streetlight but there were too many

utilities in the road shoulder for us to get the pipe in the ditch. We were installing this to take care of the standing water at the intersection.

- Had to make and install 2 new traffic signs.

Sincerely


Terry Crouch
Director of Public Works



MONTHLY FINANCIAL REPORT

JANUARY 2019

FINANCIAL REPORTING

The Capital Project Fund is now reported in the Revenue Expenditure reports (Fund 40). The excess of revenue on the report is due to timing of draws on the financing agreement (40-4000-1000) and the payment of the invoice (40-5600-2000) between January 31st and February 4th.

CASH ACCOUNTS

First Citizens Money Market Checking	1,482,859.25
NCCMT General Fund Term	2,356,661.10
NCCMT General Fund Government	1,250,428.40
NCCMT Water Fund Government	95,359.24
TOTAL	5,185,307.99

FIRST CITIZENS CHECKING (Monthly Transaction Report)

Beginning Balance	1,279,918.43
Cleared Checks	(200,974.88)
Cleared Deposits	573,738.76
Cleared Credits	135,004.33
Cleared Debits	(90,249.17)
Cleared E-payments	(190,130.71)
Change in Account Balance	227,388.33
Prelim balance	1,507,306.76
Outstanding Items	(24,447.51)
Ending Balance (Fund Ledger Balance)	1,482,859.25

2018 PROPERTY TAXES

Real Property	755,256,344
Personal Property (Including BUS & IND)	6,076,905
Personal Property (Public Service Companies)	4,954,281
Exemptions	(621,350)
Deferrals	(13,565,600)
Releases	(11)
Total Assessed	752,100,569
Total Levy	2,481,932
Budgeted Levy	2,447,140

Tax Collection To Date	Budgeted Levy	Amount Collected*	Percent Collected
Ad Valorem (2018)	2,447,140	2,425,329	99.11%
*(Includes Int Pymts)	2,481,932		97.72%
DMV Ad Valorem	105,634	53,634	50.77%

NORTH CAROLINA CASH MANAGEMENT TRUST

GENERAL FUND Government

Beginning Balance	1,154,943.54
Local Gov't Distribution (NCDOR)	93,164.74
Interest Earned	2,320.12
Ending Balance	1,250,428.40

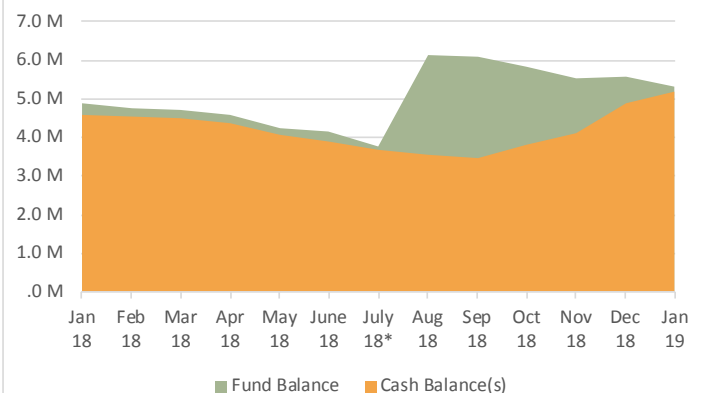
GENERAL FUND Term

Beginning Balance	2,351,679.32
Interest Earned	4,981.78
Ending Balance	2,356,661.10

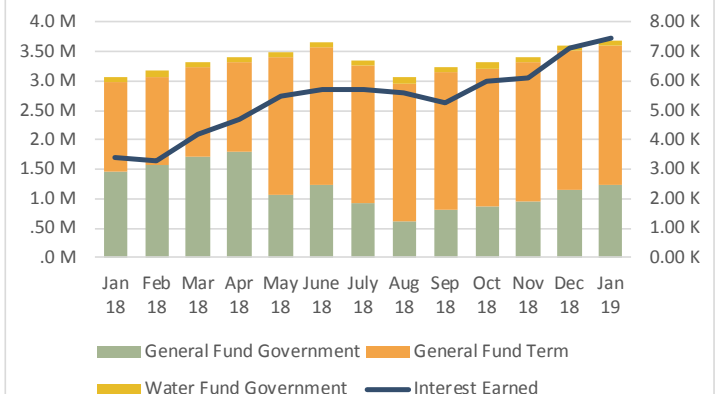
WATER FUND Government

Beginning Balance	95,176.17
Interest Earned	183.07
Ending Balance	95,359.24

13 Month Cash Flow Analysis



Investment Balances



REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
10 General Fund						
Revenue						
3010 Ad Valorem Tax Subtotal	\$7,880.59	\$2,537,840.33	\$0.00	\$2,555,274.00	99	
3020 Unrestricted Intergovernm Subtotal	\$93,164.74	\$738,425.65	\$0.00	\$1,273,619.00	58	
3030 Restricted Intergovernmen Subtotal	\$0.00	\$62,817.20	\$0.00	\$64,470.00	97	
3040 Permits & Fees Subtotal	\$4,753.00	\$18,848.10	\$0.00	\$26,600.00	71	
3050 Investment Earnings Subtotal	\$7,365.76	\$42,370.98	\$0.00	\$15,000.00	282	
3060 Miscellaneous Subtotal	\$690.50	\$36,294.35	\$0.00	\$42,664.00	85	
Revenue Subtotal	\$113,854.59	\$3,436,596.61	\$0.00	\$3,977,627.00	86	
Expenditure						
4200 Administration Subtotal	\$33,128.05	\$245,182.12	\$4,892.40	\$417,331.00	60	
4300 Subtotal	\$2,883.00	\$19,947.00	\$0.00	\$37,228.00	54	
5100 Police Department Subtotal	\$106,333.46	\$799,392.32	\$35,333.02	\$1,413,634.00	59	
5200 Fire Services Subtotal	\$106,250.00	\$318,750.00	\$0.00	\$425,000.00	75	
5600 Public Works Subtotal	\$43,633.50	\$302,247.78	\$22,494.03	\$589,091.00	55	
5700 Streets & Transportation Subtotal	\$17,409.84	\$154,855.97	\$11,127.77	\$359,309.00	46	
5800 Sanitation & Recycling Subtotal	\$18,465.94	\$120,829.76	\$2,510.53	\$310,222.00	40	
6600 General Government Subtotal	\$19,149.76	\$202,978.48	\$6,393.70	\$330,083.00	63	
6700 Debt Service Subtotal	\$9,071.63	\$63,381.71	\$0.00	\$105,729.00	60	
Expenditure Subtotal	\$356,325.18	\$2,227,565.14	\$82,751.45	\$3,987,627.00	58	
Before Transfers	Deficiency Of Revenue Subtotal	-\$242,470.59	\$1,209,031.47	-\$82,751.45	-\$10,000.00	-11,263
Other Financing Source						
3500 Other Financing Subtotal	\$1,000.00	\$8,979.17	\$0.00	\$10,000.00	90	
Other Financing Source Subtotal	\$1,000.00	\$8,979.17	\$0.00	\$10,000.00	90	
After Transfers	Deficiency Of Revenue Subtotal	-\$241,470.59	\$1,218,010.64	-\$82,751.45	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 30 WATER & SEWER

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
30 Water & Sewer Fund						
Revenue						
3290 Subtotal	\$183.07	\$1,115.91	\$0.00	\$1,000.00	112	
3350 Commissions, Sw Chg Coll Subtotal	\$1,567.20	\$6,292.88	\$0.00	\$6,000.00	105	
3710 Water Sales Subtotal	-\$455.44	\$388,688.29	\$0.00	\$702,000.00	55	
3730 Water Tap & Connect Fees Subtotal	\$0.00	\$2,480.00	\$0.00	\$18,000.00	14	
Revenue Subtotal	\$1,294.83	\$398,577.08	\$0.00	\$727,000.00	55	
Expenditure						
8100 Water Dept. Subtotal	\$69,216.69	\$321,827.44	\$4,147.78	\$727,000.00	45	
Expenditure Subtotal	\$69,216.69	\$321,827.44	\$4,147.78	\$727,000.00	45	
Before Transfers	Deficiency Of Revenue Subtotal	-\$67,921.86	\$76,749.64	-\$4,147.78	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$67,921.86	\$76,749.64	-\$4,147.78	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 40 CAPITAL PROJECT

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
40 Capital Project Fund						
Revenue						
	4000 Subtotal	\$129,265.01	\$177,639.43	\$0.00	\$1,519,250.00	12
	Revenue Subtotal	\$129,265.01	\$177,639.43	\$0.00	\$1,519,250.00	12
Expenditure						
	5600 Public Works Subtotal	\$72,609.51	\$120,983.93	\$0.00	\$1,519,250.00	8
	Expenditure Subtotal	\$72,609.51	\$120,983.93	\$0.00	\$1,519,250.00	8
Before Transfers	Excess Of Revenue Subtotal	\$56,655.50	\$56,655.50	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$56,655.50	\$56,655.50	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

Account	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
10 General Fund					
Revenue					
3010 Ad Valorem Tax					
10-3010-0000 AD VALOREM TAXES (PROPERTY)	0.00	2,481,921.40	0.00	2,447,140.00	101
10-3010-0100 AD VALOREM TAXES (DMV)	5,675.46	53,633.92	0.00	105,634.00	51
10-3010-0200 TAX INTEREST & PENALTIES	2,205.13	2,285.01	0.00	2,500.00	91
3010 Ad Valorem Tax Subtotal	\$7,880.59	\$2,537,840.33	\$0.00	\$2,555,274.00	99
3020 Unrestricted Intergovernm					
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	0.00	104,584.51	0.00	168,794.00	62
10-3020-0100 ALCOHOL BEVERAGE TAX	0.00	0.00	0.00	5,996.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	50,055.90	328,872.86	0.00	568,397.00	58
10-3020-0300 1/2 CENT SALES TAX A.40	17,291.69	128,786.15	0.00	228,879.00	56
10-3020-0400 1/2 CENT SALES TAX A.42	25,817.15	171,989.59	0.00	298,053.00	58
10-3020-0700 GASOLINE TAX REFUND	0.00	4,192.54	0.00	3,500.00	120
3020 Unrestricted Intergovernm Subtotal	\$93,164.74	\$738,425.65	\$0.00	\$1,273,619.00	58
3030 Restricted Intergovernmen					
10-3030-0000 SOLID WASTE DISPOSAL TAX	0.00	456.75	0.00	970.00	47
10-3030-0100 POWELL BILL	0.00	62,360.45	0.00	63,500.00	98
3030 Restricted Intergovernmen Subtotal	\$0.00	\$62,817.20	\$0.00	\$64,470.00	97
3040 Permits & Fees					
10-3040-0000 BUILDING PERMITS	4,763.00	17,413.00	0.00	25,000.00	70
10-3040-0100 DOG LICENSE FEE	-10.00	1,435.10	0.00	1,600.00	90
3040 Permits & Fees Subtotal	\$4,753.00	\$18,848.10	\$0.00	\$26,600.00	71
3050 Investment Earnings					
10-3050-0000 INTEREST EARNED	7,365.76	42,370.98	0.00	15,000.00	282
3050 Investment Earnings Subtotal	\$7,365.76	\$42,370.98	\$0.00	\$15,000.00	282
3060 Miscellaneous					
10-3060-0100 AMERICAN TOWER AGREEMENT	400.00	26,086.77	0.00	27,664.00	94
10-3060-0200 MISCELLANEOUS	290.50	10,207.58	0.00	15,000.00	68
3060 Miscellaneous Subtotal	\$690.50	\$36,294.35	\$0.00	\$42,664.00	85
Revenue Subtotal	\$113,854.59	\$3,436,596.61	\$0.00	\$3,977,627.00	86
Expenditure					
4200 Administration					
10-4200-0200 SALARIES	17,576.74	134,284.14	0.00	228,184.00	59
10-4200-0300 LEGAL AND ENGINEERING	0.00	73.72	0.00	0.00	0
10-4200-0500 FICA	1,288.81	9,834.35	0.00	17,265.00	57
10-4200-0600 HEALTH INSURANCE (MEDICAL)	2,503.42	17,224.54	0.00	24,621.00	70
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	412.56	2,887.92	0.00	4,153.00	70
10-4200-0675 HEALTH REIMBURSEMENT ACC	375.00	2,625.00	0.00	3,750.00	70
10-4200-0700 LGERS RETIREMENT	2,504.46	19,146.22	0.00	32,074.00	60
10-4200-0800 401K SUPP RETIREMENT	879.18	6,720.44	0.00	11,284.00	60
10-4200-1000 ACCOUNTING & TAXES	0.00	22,552.50	0.00	35,000.00	64
10-4200-1200 POSTAGE, PRINTING, STATIONARY	39.00	1,181.39	0.00	8,000.00	15

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

Account	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
10-4200-1400 MILEAGE & BOARD SALARY	3,600.00	14,400.00	0.00	22,000.00	65
10-4200-3300 SUPPLIES AND EQUIPMENT	913.18	3,298.04	0.00	5,000.00	66
10-4200-5300 DUES & FEES	261.25	4,271.25	0.00	5,000.00	85
10-4200-5700 MISCELLANEOUS	77.56	465.36	0.00	5,000.00	9
10-4200-6500 STAFF DEVELOPMENT	2,696.89	6,217.25	4,892.40	16,000.00	69
4200 Administration Subtotal	\$33,128.05	\$245,182.12	\$4,892.40	\$417,331.00	60
4300					
10-4300-1000 CONTRACT	2,844.00	19,908.00	0.00	34,128.00	58
10-4300-1200 POSTAGE, PRINTING & STATIONARY	39.00	39.00	0.00	500.00	8
10-4300-3300 SUPPLIES & EQUIPMENT	0.00	0.00	0.00	500.00	0
10-4300-5300 DUES & FEES	0.00	0.00	0.00	100.00	0
10-4300-6500 STAFF DEVELOPMENT	0.00	0.00	0.00	2,000.00	0
4300 Subtotal	\$2,883.00	\$19,947.00	\$0.00	\$37,228.00	54
5100 Police Department					
10-5100-0200 SALARIES	53,689.90	414,551.13	0.00	806,975.00	51
10-5100-0300 OVERTIME	10,772.43	84,637.43	0.00	15,000.00	564
10-5100-0400 SEPARATION ALLOWANCE	2,355.18	17,663.85	0.00	30,617.00	58
10-5100-0500 FICA	4,959.10	38,190.19	0.00	60,433.00	63
10-5100-0550 UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	500.00	0
10-5100-0600 HEALTH INSURANCE (MEDICAL)	8,974.18	69,201.74	0.00	126,684.00	55
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	1,233.20	9,722.80	0.00	18,333.00	53
10-5100-0675 HRA HEALTH REIMB ACCT	1,500.00	11,750.00	0.00	21,000.00	56
10-5100-0700 LGERS RETIREMENT	9,188.58	71,024.64	0.00	114,593.00	62
10-5100-0800 401K SUPP RETIREMENT	3,111.39	24,119.57	0.00	39,499.00	61
10-5100-0900 SHORT TERM DISABILITY	0.00	0.00	0.00	5,000.00	0
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	85.00	1,031.39	0.00	10,000.00	10
10-5100-1600 MAINT/REPAIR - EQUIPMENT	0.00	587.36	0.00	12,000.00	5
10-5100-1700 MAINT/REPAIR - VEHICLES	4,196.58	8,385.16	656.00	15,000.00	60
10-5100-3100 MOTOR FUELS	1,986.97	9,076.55	0.00	16,000.00	57
10-5100-3300 SUPPLIES	516.81	3,149.77	2,558.46	15,000.00	38
10-5100-3600 UNIFORMS	674.92	2,298.60	4,077.46	9,500.00	67
10-5100-3700 TECHNOLOGY & SOFTWARE	601.09	12,012.69	475.08	15,000.00	83
10-5100-5700 MISCELLANEOUS	40.00	6,740.41	0.00	10,000.00	67
10-5100-5800 PHYSICAL EXAMS	0.00	0.00	0.00	2,500.00	0
10-5100-6500 STAFF DEVELOPMENT	581.80	7,348.85	1,103.00	15,000.00	56
10-5100-7400 EQUIPMENT PURCHASES	1,866.33	7,900.19	26,463.02	55,000.00	62
5100 Police Department Subtotal	\$106,333.46	\$799,392.32	\$35,333.02	\$1,413,634.00	59
5200 Fire Services					
10-5200-0000 FIRE CONTRACT	106,250.00	318,750.00	0.00	425,000.00	75
5200 Fire Services Subtotal	\$106,250.00	\$318,750.00	\$0.00	\$425,000.00	75
5600 Public Works					
10-5600-0200 SALARIES	20,374.87	168,368.75	0.00	319,598.00	53
10-5600-0300 OVERTIME	642.34	7,745.44	0.00	0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

Account	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
10-5600-0500 FICA	1,576.66	13,322.00	0.00	24,449.00	54
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	3,270.70	22,464.22	0.00	37,741.00	60
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	519.64	3,500.28	0.00	5,218.00	67
10-5600-0675 HRA HEALTH REIMB ACCT	625.00	4,375.00	0.00	7,500.00	58
10-5600-0700 LGERS RETIREMENT	2,946.62	24,755.70	0.00	44,105.00	56
10-5600-0800 401K SUPP RETIREMENT	1,051.37	8,809.92	0.00	15,980.00	55
10-5600-1000 OUTSIDE SERVICES	3,967.20	6,739.20	0.00	10,000.00	67
10-5600-1300 STREETLIGHTS ELECTRIC	650.82	3,851.77	0.00	7,000.00	55
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	30.89	1,721.08	3,623.10	5,000.00	107
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	698.62	1,559.91	1,876.12	10,000.00	34
10-5600-1700 MAINT/REPAIR - VEHICLES	2,457.36	7,757.67	7,299.51	15,000.00	100
10-5600-3100 MOTOR FUELS	1,589.57	7,245.21	0.00	15,000.00	48
10-5600-3300 SUPPLIES	944.42	3,830.73	6,338.00	8,000.00	127
10-5600-3400 STREET SIGNS & NUMBERS	124.20	462.69	0.00	2,000.00	23
10-5600-3600 UNIFORMS	139.84	3,762.27	2,404.59	7,000.00	88
10-5600-5200 PARKS	1,380.75	8,545.79	0.00	45,000.00	19
10-5600-5800 PHYSICAL EXAMS	0.00	0.00	0.00	500.00	0
10-5600-5900 MISCELLANEOUS	353.01	2,004.86	693.10	5,000.00	54
10-5600-6500 STAFF DEVELOPMENT	289.62	1,425.29	259.61	5,000.00	34
5600 Public Works Subtotal	\$43,633.50	\$302,247.78	\$22,494.03	\$589,091.00	55
5700 Streets & Transportation					
10-5700-0200 SALARIES	3,312.97	25,435.35	0.00	47,516.00	54
10-5700-0300 OVERTIME	233.97	1,023.62	0.00	0.00	0
10-5700-0500 FICA	271.36	2,024.23	0.00	3,635.00	56
10-5700-0600 HEALTH INSURANCE (MEDICAL)	568.64	3,880.68	0.00	6,749.00	58
10-5700-0650 DENTAL, VISION, LIFE INSURANCE	52.42	366.94	0.00	632.00	58
10-5700-0675 HRA HEALTH REIMB ACCT	125.00	875.00	0.00	1,500.00	58
10-5700-0700 LGERS RETIREMENT	497.28	3,709.53	0.00	6,557.00	57
10-5700-0800 401K SUPP RETIREMENT	177.34	1,322.90	0.00	2,376.00	56
10-5700-1700 VEHICLE REPAIRS - STREET DEPT.	335.67	1,818.18	5,273.65	5,000.00	142
10-5700-2200 CONTRACTS- PAVING & STRIPING	0.00	17,340.00	0.00	89,844.00	19
10-5700-2300 SUPPLIES	9,429.19	13,129.41	2,979.56	22,500.00	72
10-5700-2400 TRAFFIC SIGNS	0.00	192.01	274.46	500.00	93
10-5700-2500 STORM WATER DRAINAGE	0.00	70,277.12	2,600.10	75,000.00	97
10-5700-6500 STAFF DEVELOPMENT	0.00	0.00	0.00	2,500.00	0
10-5700-7400 EQUIPMENT PURCHASES	0.00	0.00	0.00	20,000.00	0
10-5700-7500 ENGINEERING	2,406.00	13,461.00	0.00	75,000.00	18
5700 Streets & Transportation Subtotal	\$17,409.84	\$154,855.97	\$11,127.77	\$359,309.00	46
5800 Sanitation & Recycling					
10-5800-0200 SALARIES	5,672.24	50,073.20	0.00	121,891.00	41
10-5800-0300 OVERTIME	327.08	2,263.94	0.00	0.00	0
10-5800-0500 FICA	458.96	4,003.98	0.00	9,325.00	43
10-5800-0600 HEALTH INSURANCE (MEDICAL)	1,137.28	8,858.72	0.00	29,716.00	30
10-5800-0650 DENTAL, VISION, LIFE INSURANCE	100.36	971.88	0.00	3,874.00	25

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

Account	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
10-5800-0675 HRA HEALTH REIMB ACCT	250.00	2,000.00	0.00	4,500.00	44	
10-5800-0700 LGERS RETIREMENT	841.11	7,337.72	0.00	16,821.00	44	
10-5800-0800 401K SUPP RETIREMENT	299.97	2,616.87	0.00	6,095.00	43	
10-5800-1700 MAINT/REPAIRS - VEHICLES	1,140.01	1,848.78	2,494.53	10,000.00	43	
10-5800-3100 MOTOR FUELS	4,082.41	10,958.39	0.00	10,000.00	110	
10-5800-3300 SUPPLIES	0.00	85.61	16.00	2,000.00	5	
10-5800-5900 MISCELLANEOUS	0.00	0.00	0.00	1,000.00	0	
10-5800-6000 CAPITAL OUTLAY	0.00	0.00	0.00	25,000.00	0	
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	3,291.32	24,367.41	0.00	55,000.00	44	
10-5800-8100 RECYCLING	865.20	5,443.26	0.00	15,000.00	36	
5800 Sanitation & Recycling Subtotal	\$18,465.94	\$120,829.76	\$2,510.53	\$310,222.00	40	
6600 General Government						
10-6600-0400 OUTSIDE PROFESSIONAL SERVICES	3,911.55	38,748.55	0.00	100,000.00	39	
10-6600-1100 TECHNOLOGY	6,861.67	42,935.71	0.00	72,061.00	60	
10-6600-1300 ENERGY & BF SEWER	1,438.20	8,822.26	0.00	16,000.00	55	
10-6600-1500 GE. REPS. AND MAINT.	3,250.80	17,901.74	0.00	20,000.00	90	
10-6600-2800 ELECTIONS	0.00	76.69	0.00	6,000.00	1	
10-6600-3300 SUPPLIES & EQUIPMENT	0.00	0.00	0.00	2,000.00	0	
10-6600-5400 INSURANCE	156.00	76,392.72	0.00	75,000.00	102	
10-6600-6000 CONTINGENCY	0.00	0.00	6,393.70	9,022.00	71	
10-6600-6100 MISCELLANEOUS	545.00	3,692.26	0.00	5,000.00	74	
10-6600-6300 COMMUNITY EVENTS	2,986.54	14,408.55	0.00	20,000.00	72	
10-6600-6400 WILDLIFE MANAGEMENT	0.00	0.00	0.00	5,000.00	0	
6600 General Government Subtotal	\$19,149.76	\$202,978.48	\$6,393.70	\$330,083.00	63	
6700 Debt Service						
10-6700-0100 Police Dept Renovations-Principal	5,833.33	17,499.99	0.00	23,334.00	75	
10-6700-0200 Street Improvements-Principal	1,666.67	5,000.01	0.00	6,667.00	75	
10-6700-0300 2016 Garbage Truck-Principal	0.00	0.00	0.00	32,638.00	0	
10-6700-0400 2017 Garbage Truck-Principal	0.00	33,542.32	0.00	33,543.00	100	
10-6700-1100 Police Dept Renovations-Interest	1,222.38	3,833.82	0.00	5,001.00	77	
10-6700-1200 Street Improvements-Interest	349.25	1,095.37	0.00	1,429.00	77	
10-6700-1300 2016 Garbage Truck-Interest	0.00	0.00	0.00	706.00	0	
10-6700-1400 2017 Garbage Truck-Interest	0.00	2,410.20	0.00	2,411.00	100	
6700 Debt Service Subtotal	\$9,071.63	\$63,381.71	\$0.00	\$105,729.00	60	
Expenditure Subtotal	\$356,325.18	\$2,227,565.14	\$82,751.45	\$3,987,627.00	58	
Before Transfers	Deficiency Of Revenue Subtotal	-\$242,470.59	\$1,209,031.47	-\$82,751.45	-\$10,000.00	-11,263
Other Financing Source						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	1,000.00	4,548.40	0.00	10,000.00	45	
10-3500-0500 GRANT (GOVERNMENTAL) FUNDS	0.00	4,430.77	0.00	0.00	0	
3500 Other Financing Subtotal	\$1,000.00	\$8,979.17	\$0.00	\$10,000.00	90	
Other Financing Source Subtotal	\$1,000.00	\$8,979.17	\$0.00	\$10,000.00	90	
After Transfers	Deficiency Of Revenue Subtotal	-\$241,470.59	\$1,218,010.64	-\$82,751.45	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 30 WATER & SEWER

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

Account	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
30 Water & Sewer Fund						
Revenue						
3290						
30-3290-0000 INTEREST EARNED	183.07	1,115.91	0.00	1,000.00	112	
3290 Subtotal	\$183.07	\$1,115.91	\$0.00	\$1,000.00	112	
3350 Commissions, Sw Chg Coll						
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	1,567.20	6,292.88	0.00	6,000.00	105	
3350 Commissions, Sw Chg Coll Subtotal	\$1,567.20	\$6,292.88	\$0.00	\$6,000.00	105	
3710 Water Sales						
30-3710-0000 WATER CHARGES	-403.59	217,027.30	0.00	415,000.00	52	
30-3710-0100 MSD CHARGES	-50.07	167,479.87	0.00	280,000.00	60	
30-3710-0200 AMI TRANSMITTER CHARGES	-1.78	4,181.12	0.00	7,000.00	60	
3710 Water Sales Subtotal	-\$455.44	\$388,688.29	\$0.00	\$702,000.00	55	
3730 Water Tap & Connect Fees						
30-3730-0000 WATER TAP AND CONNECTION FEES	0.00	2,480.00	0.00	18,000.00	14	
3730 Water Tap & Connect Fees Subtotal	\$0.00	\$2,480.00	\$0.00	\$18,000.00	14	
Revenue Subtotal	\$1,294.83	\$398,577.08	\$0.00	\$727,000.00	55	
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	0.00	12,124.10	0.00	29,371.00	41	
30-8100-0300 OVERTIME	0.00	0.00	0.00	2,247.00	0	
30-8100-0400 PROFESSIONAL SERVICES	110.00	2,531.25	1,605.00	0.00	0	
30-8100-0500 FICA	0.00	0.00	0.00	5,435.00	0	
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	0.00	0.00	838.00	0	
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	0.00	0.00	750.00	0	
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	0.00	0.00	4,053.00	0	
30-8100-0700 LGERS RETIREMENT	0.00	0.00	0.00	1,469.00	0	
30-8100-0800 401K SUPP RETIREMENT	0.00	0.00	0.00	14,600.00	0	
30-8100-1200 POSTAGE, PRINTING,& STATIONARY	39.00	963.46	0.00	5,000.00	19	
30-8100-1500 GENERAL REPAIRS	62.81	874.14	1,691.67	20,000.00	13	
30-8100-3300 SUPPLIES & EQUIPMENT	0.00	2,055.98	110.00	20,000.00	11	
30-8100-4800 WATER PURCHASES	15,611.98	123,039.81	0.00	232,656.00	53	
30-8100-4900 SEWER PURCHASES	52,333.42	168,069.06	0.00	280,000.00	60	
30-8100-5000 AMI TRANSMITTER FEES	703.10	3,488.80	0.00	7,000.00	50	
30-8100-5700 MISCELLANEOUS	56.38	601.53	0.00	1,500.00	40	
30-8100-6500 STAFF DEVELOPMENT	300.00	1,954.31	741.11	5,000.00	54	
30-8100-7400 CAPITAL IMPROVEMENT	0.00	6,125.00	0.00	97,081.00	6	
8100 Water Dept. Subtotal	\$69,216.69	\$321,827.44	\$4,147.78	\$727,000.00	45	
Expenditure Subtotal	\$69,216.69	\$321,827.44	\$4,147.78	\$727,000.00	45	
Before Transfers	Deficiency Of Revenue Subtotal	-\$67,921.86	\$76,749.64	-\$4,147.78	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$67,921.86	\$76,749.64	-\$4,147.78	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 40 CAPITAL PROJECT

Town of Biltmore Forest

01/01/2019 To 01/31/2019

FY 2018-2019

Account	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
40 Capital Project Fund					
Revenue					
4000					
40-4000-0000 FUND BALANCE	0.00	0.00	0.00	719,250.00	0
40-4000-1000 INSTALLMENT FINANCING	129,265.01	177,639.43	0.00	800,000.00	22
4000 Subtotal	\$129,265.01	\$177,639.43	\$0.00	\$1,519,250.00	12
Revenue Subtotal	\$129,265.01	\$177,639.43	\$0.00	\$1,519,250.00	12
Expenditure					
5600 Public Works					
40-5600-1000 DESIGN (ARCHITECTURAL SERVICES)	2,200.00	4,400.00	0.00	22,000.00	20
40-5600-2000 CONSTRUCTION (CONST MGR AT RISK)	70,409.51	116,583.93	0.00	1,497,250.00	8
5600 Public Works Subtotal	\$72,609.51	\$120,983.93	\$0.00	\$1,519,250.00	8
Expenditure Subtotal	\$72,609.51	\$120,983.93	\$0.00	\$1,519,250.00	8
Before Transfers	Excess Of Revenue Subtotal	\$56,655.50	\$56,655.50	\$0.00	\$0.00
After Transfers	Excess Of Revenue Subtotal	\$56,655.50	\$56,655.50	\$0.00	\$0.00

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

Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Town Manager Report

Date: February 6, 2019

Public Works Building Project

The project continues moving forward with the slab for the foundation on the southern end of the building being poured Monday, February 4. The recent run of dry weather has helped tremendously after several weeks of wet, cold weather. The contractor is hopeful of getting framing up within the next 2 months and work should move quickly from that point.

CodeRED Improvements

Staff is working with representatives from CodeRED to improve the reliability of town alerts and messages and ensure all residents are receiving information. This may require additional outreach from the Town to residents to ensure CodeRED information is being relayed to them properly and trying to gain insight into what systems are failing and why. Additionally, town staff will receive further training on the CodeRED system to enable a more robust and decisive use. The Town will continue to supplement the CodeRED system with Nixle until these concerns are resolved.

New Public Works Employees

The Town hired two new public works employees in the past few weeks. We have hired Lucius Riley and James Bumgarner to serve in the Town's solid waste division. These two positions replace a previously open position in this division, as well as reorganizing the department after the retirement of Supervisor Steve Ayers. This allowed the Town to add one additional person in the field that provides more flexibility and effectiveness for the Department.

Board of Adjustments Meeting

The Board of Adjustments met in January and approved two projects. The first was a solar array project for Carolina Day School. The project will result in the installation of a solar array system being placed on the Upper School. Carolina Day School and the solar panel contractor worked to address concern from neighbors regarding the potential for glare or other impacts. A

retaining wall was approved at 40 Forest Road to allow the extension of a previously existing driveway in conjunction with a home remodeling project on the rear of the yard. Because the existing driveway was already within the side yard setback, the retaining wall had to be constructed in the side yard setback as well and a variance was granted to allow this.

Tesner Becomes Town's First Certified Arborist

Charles Tesner, an employee with the Town's Public Works Department since 2015, has become the first ISA Certified Arborist to be employed by the Town. Tesner has worked in the agricultural and horticultural industry previously, with experience in a private landscaping firm as well as with the Biltmore Estate. The designation of Certified Arborist denotes that the individual is "trained and knowledgeable in all aspects of arboriculture, and specifies an adherence to the ISA Code of Ethics". This certification is achieved through three or more years of full-time, eligible, practical work experience, application approval, and passing the ISA arborist examination.

Tesner's arboriculture experience and knowledge helps ensure that the Town's Tree Protection Ordinance is administered fairly and competently. Tesner is now conducting tree inspections for the Town, typically on Thursdays.

Stuyvesant Road Bridge Repair

Buckeye Construction Company has successfully completed the bridge repair along Stuyvesant Road. The repair went smoothly with no issues. Town staff has inspected the bridge repair and is coordinating with the state inspector to ensure all work was done satisfactorily.

Boxwood Blight Seminar

The Town has worked with the NC Cooperative Extension Service to schedule a new date for the boxwood blight seminar. This seminar will take place Monday, March 11th at 6:00 p.m. The seminar will be held in the Town Hall Social Room with the same representatives from NC CES scheduled to attend. We will send out information regarding this seminar beginning one week prior and do our best to highlight the upcoming meeting.

Biltmore Forest Community Preservation Committee

The BFCPC is working to establish a new, annual event centered on Arbor Day. This year's event is scheduled to take place in Rosebank Park Saturday, April 27th. The committee is still working to finalize details, but the goal is to provide an educational event on trees, invasive species, and fun games for children. More information will be provided regarding this event next month as the committee works to fine tune the event.

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
Fran G. Cogburn, Mayor-Pro Tem
E. Glenn Kelly, Commissioner
Doris P. Loomis, Commissioner
Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners
From: Jonathan Kanipe, Town Manager
Re: Vanderbilt Road/Stuyvesant Road Hazard Tree Presentation
Date: February 12, 2019

Background

The Town asked consulting entomologist and forestry health expert, Rusty Rhea, to perform a review of trees along Vanderbilt and Stuyvesant Road in an effort to identify potential hazards. This area was focused upon due to the high traffic volumes along these thoroughfares and the potential threat posed by hazard trees.

Actions Taken

Mr. Rhea evaluated the trees along this route and prepared the attached memorandum based on his expertise and recommendations. Mr. Rhea will be present at the Commissioners' meeting on February 12 to address any concerns or questions. You will note the first section are trees all found on the Town's right of way – there are nine (9) trees on the Town's right of way that Mr. Rhea has deemed hazardous. The remaining thirty-nine (39) trees are on private property. The Town is changing our method of contacting and alerting residents to these hazardous trees and will be addressing that change with the Board subsequently in this meeting.

Action Requested

Board approval to begin the removal process for the nine (9) hazard trees found on Town right of way or Town property. The Town will issue a Request for Proposals (RFP) from tree contractors to perform this work in its entirety in a safe, efficient manner. The RFP will request that the contractor handle all traffic control and disposal of the trees. The Town will handle contacting residents for any road closures/delays based upon conducting this work. If the Board is agreeable to this recommendation, the Town will issue the RFP within two weeks to commence this work.

**Town of Biltmore Forest Hazard Tree Evaluation
Vanderbilt Road and Stuyvesant Road
2019**

The following report represents a hazard tree survey conducted on the right of way area of Vanderbilt road and a section of Stuyvesant road that included the section from the park south to the end of Stuyvesant. This survey evaluated trees directly adjacent to the road including the town right of way. The trees evaluated were generally within 20 feet of the pavement edge.

The evaluation of each tree considered the following; overall condition of the tree, the presence of insects or diseases and any other safety issues pertinent to the individual tree being observed. The tree evaluation also considered; the potential for a tree to thrive and or improve, along with the risk it may pose to life and or property. If a tree posed a direct threat to health or safety, it was marked for removal. The most serious issues encountered in the survey were poor crown condition, significant lean (greater than 10 degrees), being root sprung (the root system failing pulling up the earth adjacent to the trunk), and stem decay. During this survey the majority of the trees marked for removal were White Pines. Most of these White Pines are in an over mature condition and have excessive lean toward the road. The trees observed were between 50 and 100 feet tall and very top heavy in most cases. This along with slope/banks and lean predispose them to falling easily into the roadway.

All trees marked pose a significant threat to health and safety and should be removed as soon as possible. I have partitioned the survey into two sections. Section 1 are trees on the town right of way or on town property and should be dealt with accordingly. These trees were marked with a light green paint dot at the base and orange flagging on the main stem. Section 2 includes trees outside the Towns 10 foot right of way. These trees were marked with a light green paint dot at the base visible from the house side of the tree. The following list denotes the diameter and species of the hazardous tree, the reason it is a hazard and the location/address.

Section 1 (Trees on Town property or in the right of way)

24" White Pine; Significant lean over road greater than 20 degrees and growing on a bank.

540 feet North of 292 Vanderbilt Rd. on west side of road (Adjacent to the Biltmore Estate property).

19" White Pine; Dead, hazard to road

Across from 292 Vanderbilt Rd. on west side of road (Adjacent to the Biltmore Estate property).

30" White Pine; Heavy crown, stem damage at the base along with significant lean (15 degrees) across road.

Across from 294 Vanderbilt Rd. on west side of road (Adjacent to the Biltmore Estate property).

14" White Pine; Tree is dying and severely declined, leaning over road.

Across from 296 Vanderbilt Rd. on west side of road (Adjacent to the Biltmore Estate property).

16" White Pine; Poor crown health and some lean with stem damage.

Across from 296 Vanderbilt Rd. on west side of road (Adjacent to the Biltmore Estate property).

28" White Pine; Heavy lean (20 degrees) toward road and powerline, infested with black turpentine beetle as well.

South of Vanderbilt Park across from across from 394 Vanderbilt.

26" White Pine; Leaning over road and powerline with deformed stem. High probability of stem breakage.

South of Vanderbilt Park across from across from 397 Vanderbilt

30" Red Oak; Significant and Severe lean over the road and powerline and partially root sprung along with crown dieback.

South of Vanderbilt Park across from 418 Vanderbilt

39" Red Oak, Severe stem decay and crown decline with dieback; unstable tree and a hazard to playground.

Stuyvesant Park adjacent to road.

Section 2

25" White Pine; Dead and infested with black turpentine beetles, threat to road.

25" White Pine; Heavy leaning (15 degrees) with a heavy crown, leaning toward road. (near hydrant)

294 Vanderbilt Rd.

25" White Pine; Heavy lean toward road (20 degrees) with heavy crown growing on the unstable bank.

23" White Pine; Heavy lean toward road (15 degrees) with heavy crown growing on the unstable bank.

307 Vanderbilt Rd.

12' White Pine; Declining crown in very poor condition and leaning toward road.

310 Vanderbilt Rd.

30" White Pine; Heavy lean toward road (20 degrees) with heavy crown growing on the unstable bank and infested with black turpentine beetles.
309 Vanderbilt Rd.

28" White Pine; Heavy lean toward road (20 degrees) with declining crown and damage at the base.
310/312 Property line Vanderbilt Rd.

28" White Pine; Large forked tree with heavy lean toward road partially root sprung growing on unstable bank
320 Vanderbilt Rd.

10 White Pine; Dead and vine covered leaning toward road.
327/329 Property line Vanderbilt Rd.

8" Hemlock; Severe decline and leaning toward road.
329 Vanderbilt

26" White Pine; Heavy crown with significant lean toward road (10 degrees) growing on unstable bank.

18" White Pine; Significant lean toward road (10 degrees) with crown decline.
328 Vanderbilt Rd.

14" Black Locust; Dead and leaning toward road

16" Black Locust; Dead and leaning toward road

20" Norway Spruce; Dead

16" White Pine; Leaning toward road (10 degrees) heavy with vine vegetation and on unstable bank.

334 Vanderbilt Rd.

20" White Pine; Heavy lean toward road (20 degrees) with crown decline, dying.

27" Black Locust; Dead.

336 Vanderbilt Rd.

30" White Pine; Heavy lean toward road (15 degrees) with heavy top and on unstable bank.

340 Vanderbilt Rd.

28" White Pine; Heavy lean toward road (20 degrees) partially root sprung with heavy top.

377 Vanderbilt Rd.

28" White Pine; Heavy lean toward road (20 degrees) with heavy top.

375 Vanderbilt Rd.

10" Yellow Poplar; Significant stem damage at base and unstable.
On the Stuyvesant Rd. address Vanderbilt side at end of stone wall.

15" Black Locust; Significant decline and stem decay at base.
121 Stuyvesant Rd.

31" White Pine; Heavy crown and significant lean toward road (15 degrees) over intersection.
120 Stuyvesant Rd.

20" White Pine; Heavy leaning toward road (20 degrees) with heavy crown
14" White Pine; Heavy leaning toward road (20 degrees) with heavy crown
20" White Pine; Heavy leaning toward road (20 degrees) with heavy crown
125 Stuyvesant Rd.

26" White Pine; Heavy leaning toward road (20 degrees) with heavy crown
129 Stuyvesant Rd.

30" White Pine; Heavy leaning toward road (25 degrees) with heavy crown
16" White Pine; Heavy leaning toward road (20 degrees)
14" White Pine; Heavy leaning toward road (20 degrees)
10" White Pine; Heavy leaning toward road (20 degrees)
8" White Pine; Heavy leaning toward road (20 degrees)
12" White Pine; Heavy leaning toward road (20 degrees)
14" White Pine; Heavy leaning toward road (20 degrees)
20" White Pine; Heavy leaning toward road (20 degrees) with heavy crown
23" White Pine; Heavy leaning toward road (20 degrees) with heavy crown
12" White Pine; Heavy leaning toward road (20 degrees)
16" White Pine; Heavy leaning toward road (20 degrees)
131 Stuyvesant

If there are questions or concerns, please feel to contact me.

James "Rusty" Rhea
Consulting Entomologist
Forest Health Specialist
1/22/2019

Email. rrhea63@gmail.com
Phone. 828-273-4322

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
Fran G. Cogburn, Mayor-Pro Tem
E. Glenn Kelly, Commissioner
Doris P. Loomis, Commissioner
Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Discussion of Town Procedures related to Private Property Hazard Tree Removal

Date: February 12, 2019

Background

As noted in Mr. Rhea's report, the majority of hazard trees along Vanderbilt and Stuyvesant Roads were found on private property. The Town's current practice is to notify homeowners of these hazard trees and ask them to remove them due to the threat to Town streets and public safety. There is no enforcement requirement included in this letter; it is simply placing homeowners on notice regarding these trees deemed hazardous.

Action Requested

Staff feels a more robust method of requiring property owners to remove hazardous trees is required. This requirement is due, in large part, to the Town's duty to ensure the health and safety of people utilizing Town roads. An example of modifying the notice to residents is that we could provide them a copy of the hazard tree report, ask them to remove the tree within 30-45 days, and then inform the property owner that the Town will take it down and bill them if this is not completed by that time. The Town Attorney is reviewing the legal requirements for the Town to do this and has prepared the attached memo detailing this information.

MEMORANDUM

TO: BILTMORE FOREST MAYOR AND BOARD OF COMMISSIONERS
RE: TREES THREATENING ROADWAY AND ADJACENT PROPERTY /
POSSIBLE POLICY
DATE: FEBRUARY 4, 2019

BACKGROUND

There are a number of trees in the Town located on private property in the Town which pose a danger to the Town streets and to homes on adjacent properties. The Town's current policy is to notify property owners about these trees and ask the owners to remove the trees. In most cases, the letters do not work. The Town is concerned about the potential danger and damage to streets and homes and would like to develop a more effective way to get residents to remove such trees.

LAW

Under North Carolina law, a landowner has a duty to exercise reasonable care regarding natural conditions on his or her property lying adjacent to a public highway to prevent harm to travelers using the public road. A landowner is subject to liability for damage from a tree falling into the public road if the landowner has actual or constructive notice of the dangerous condition. *See Wallen v. Riverside Sports Center, 173 N.C. App. 408, 618 S.E. 2d 858 (2005)*. The courts use the language, "dangerous condition," however the cases all involve trees falling into a public highway resulting in an accident or trees falling into public areas and striking individuals. See also *Rowe v. McGee, 5 N.C. App. 60, 168 S.E. 2d 77 (1969)* holding that a landowner who knows that he or she has a tree on his property which is likely to fall and injure the property of an adjoining landowner has a duty to eliminate the dangerous condition.

The Town has a duty, under North Carolina General Statute §160A-296, to keep public streets in proper repair, open for travel and free from unnecessary obstructions. §92.01 of the Code of Ordinances requires a person given notice of a nuisance to start abatement of the nuisance within 24 hours of receipt of the notice. If the property owner fails to abate the nuisance, the Town may abate the nuisance and assess the cost of the abatement against the property owner.

RECOMMENDATION

Based on all of the foregoing, I would recommend the town do the following with respect to trees posing a danger to Town streets or to adjacent property owners. First, the Town should have the tree(s) inspected by a qualified arborist to confirm the tree(s) pose a danger to Town streets or an adjacent property owner. Second, the Town should notify the landowner of the condition of the tree and the potential danger and ask the landowner to have the tree removed. Depending on the threat posed by the tree, the letter could point out to the property owner his or her potential liability under North Carolina law if the tree is not removed. The letter could

include a time limit by which the tree(s) should be removed (30 days). Finally, the letter could include language stating that if the tree is not removed, the Town will declare the dangerous condition a nuisance and remove the tree assessing the cost of removal against the property owner.

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

Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners
From: Jonathan Kanipe, Town Manager
Re: Consideration of FYE 2019 Audit Contract
Date: February 12, 2019

Background

The Town's current audit firm, Carter P.C., has provided the draft contract for the completion of the 2019 FYE audit. This contract is required by the LGC and once approved by the Town will then be sent to the LGC for approval.

Action Requested

Staff recommends approval of the proposed agreement.

January 24, 2019

The Honorable Mayor and Members
of the Board of Commissioners
Town of Biltmore Forest
Biltmore Forest, North Carolina

We are pleased to confirm our understanding of the services we are to provide Town of Biltmore Forest, North Carolina for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Biltmore Forest, North Carolina as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Biltmore Forest, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Biltmore Forest, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of the Proportionate Share of the Net Pension Liability - Local Government Employees Retirement System
3. Schedule of Contributions - Local Government Employees Retirement System
4. Schedule of Changes in Total Pension Liability - Law Enforcement Officers' Special Separation Allowance
5. Schedule of Total Pension Liability as a Percentage of Covered Payroll - Law Enforcement Officers' Special Separation Allowance
6. Schedule of Town's Proportionate Share of Net OPEB Liability - Retiree Health Benefit Fund

7. Schedule of Town Contributions - Retiree Health Benefit Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Biltmore Forest, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. General Fund - Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
2. Enterprise Fund - Water Fund: Schedule of Revenues and Expenditures - Budget and Actual
3. Schedule of Ad Valorem Taxes Receivable
4. Analysis of Current Tax Levy

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Biltmore Forest, North Carolina's financial statements. Our report will be addressed to The Honorable Mayor and Members of the Board of Commissioners of the Town of Biltmore Forest, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Biltmore Forest, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Town of Biltmore Forest, North Carolina in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The audit documentation for this engagement is the property of Carter, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carter, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the North Carolina Local Government Commission or its designee. The North Carolina Local Government Commission or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in August 2019 and to issue our reports no later than October 31, 2019. Levonia B. Reese, CPA is the engagement director and is responsible for supervising the engagement and signing the report.

To ensure that Carter, P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement director before entering into any substantive employment discussions with any of our personnel.

We estimate that our fees for the audit and other services will approximate \$22,925. You will also be billed for travel and other out-of-pocket costs such as report production, postage, etc. Out-of-pocket expenses are estimated to range from \$450 - \$550. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The Honorable Mayor and Members
of the Board of Commissioners
Town of Biltmore Forest
Page 7

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to Town of Biltmore Forest, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return to us.

Very truly yours,



Levonia B. Reese, CPA
Vice President & Audit Director

This letter correctly sets forth the understanding of Town of Biltmore Forest, North Carolina.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

The	Governing Board
of	Board of Commissioners
	Primary Government Unit
	Town of Biltmore Forest
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Carter, P.C.
	Auditor Address
	16 Biltmore Ave Suite 200; Asheville, NC 28801

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

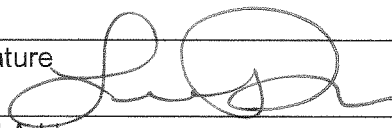
Primary Government Unit	Town of Biltmore Forest
Audit	\$ 17,190
Writing Financial Statements	\$ 5,735
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$ 17,190.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Carter, P.C.	
Authorized Firm Representative (typed or printed) Levonía B. Reese	Signature 
Date 01/24/19	Email Address levonia.reese@carter-cpa.com

GOVERNMENTAL UNIT

Governmental Unit Town of Biltmore Forest	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) 02/12/19	
Mayor/Chairperson (typed or printed) George F. Goosmann, III	Signature
Date	Email Address george3@goosmann.net

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer (typed or printed) Jonathan B. Kanipe	Signature
Date of Pre-Audit Certificate	Email Address jkanipe@biltmoreforest.org

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
Fran G. Cogburn, Mayor-Pro Tem
E. Glenn Kelly, Commissioner
Doris P. Loomis, Commissioner
Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Consideration – Grant Application Agreement with WithersRavenel

Date: February 12, 2019

Background and Previous Board Actions

The Town selected WithersRavenel to perform a master plan for Greenwood Park last spring. This project was finalized in fall 2018 with the Town formally adopting the master plan in December 2018. The goal from this project was to establish a master plan for the park that would allow the Town to apply for grant funding from the North Carolina Parks and Recreation Trust Fund (PARTF).

Action Requested

Staff recommends the Board approve the proposed grant writing agreement with WithersRavenel for this project. There is great benefit in WithersRavenel handling the grant application process for the Town. First, their firm's knowledge and skills related to PARTF grant applications are exceptional and well regarded in North Carolina. Secondly, by drafting the master plan for Greenwood Park, WithersRavenel is uniquely positioned to speak about the impacts that the changes proposed in the master plan will have upon the park. Their firm can speak to the accessibility improvements and equipment upgrades and place those improvements in their appropriate context for the PARTF board.

WithersRavenel will also be in charge of coordinating and conducting the public meeting required for the grant application – an action that will benefit from their knowledge in conducting these public meetings in other jurisdictions. In short, utilizing the expertise of WithersRavenel will provide the Town with a greater chance for the Greenwood Park Master Plan project to be funded.



January 30, 2019

Mr. Jonathan Kanipe, Town Manager
Town of Biltmore Forest
355 Vanderbilt Road
Biltmore Forest, NC 28803

RE: Grant Funding Assistance Services

Dear Jonathan:

WithersRavenel is pleased to provide this proposed scope of services to aid the Town of Biltmore Forest with preparation and submission of a funding application to the Parks and Recreation Trust Fund for Greenwood Park. The following proposal was made after careful consideration of all project related tasks.

If you have questions or concerns about the Agreement please do not hesitate to call.

Sincerely,

WithersRavenel

Gary E. Warner, ASLA, AICP
Director, Parks & Recreation Planning

Attachments:

Agreement for Professional Services

Agreement for Professional Services
Grant Application Assistance
Town of Biltmore Forest

A. PROJECT DESCRIPTION

WithersRavenel (CONSULTANT) will aid the Town of Biltmore Forest (CLIENT) with preparation and submission of a funding application to the Parks and Recreation Trust Fund (PARTF) for improvements to Greenwood Park (PROJECT). The primary objective of the PROJECT is to obtain grant money for needed improvements to further the Town's recreational objectives and amenities.

B. SCOPE OF SERVICES

The CONSULTANT proposes to provide the following services with the CLIENT's assistance:

Task 1: Project Management

- ▶ Review of project objectives and scope with agencies that have the potential for funding the project and for which the project demonstrates eligibility for funding;
- ▶ Meet with funding agencies as required throughout the application preparation process;
- ▶ Update Town Project Manager as appropriate throughout the process. Provide status reports and frequent communication relating to progress and outstanding items.

Task 2: Application Support

The PARTF application process has numerous components such as public input, surveys, site plans and open meetings, all of which are critical to preparing a competitive application and obtaining funding. The CONSULTANT proposes to provide the following services with the CLIENT's assistance:

- ▶ Assemble all materials necessary for the application as outlined in the agency's 2019 program guidance;
- ▶ Complete all forms, narratives and required application documents;
- ▶ Coordinate collection of any information required for this project
- ▶ Revise the project cost estimate prepared during the park master planning process;
- ▶ Circulate information to the CLIENT for review and approval;
- ▶ Participate in any teleconferences needed with agency and CLIENT;
- ▶ Provide other assistance, as required, to facilitate the complete application process;
- ▶ Coordinate all required signatures and paperwork adoption with CLIENT;
- ▶ Provide CLIENT with documents that will need board action and approval.

Task 3: Public Input

The CONSULTANT will facilitate a public meeting to solicit public input exclusively discussing the PROJECT. During the meeting, the CONSULTANT will address questions about the master plan and the grant process, and record opinions and ideas. The CONSULTANT will prepare advertisement materials to be distributed by the CLIENT through social media, websites, newspapers, and community announcements. The CONSULTANT will be responsible for preparing a document describing the advertisement efforts, as well as all meeting minutes, attendance, and discussion notes during the public meeting.

C. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services and will be charged separately according to the CONSULTANT's current rate/fee schedule. Scope of work does not include any accounting services, legal fees, engineering, environmental or other expenses that are not specifically provided for above in this Section. Planning and design technical assistance is required in order to submit a competitive application to PARTF and this work has been completed through a separate agreement between the CLIENT and CONSULTANT for planning and design of the Park.

The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT.

D. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, the CLIENT will:

- ▶ Provide any information needed to complete the PROJECT;
- ▶ Examine all information and other documents presented by the CONSULTANT and render decisions pertaining thereto within a reasonable period so as not to delay the services of the CONSULTANT;
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT.

E. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract. We understand that the final application is due to the regional representative by the deadline of 5 p.m. on May 1, 2019. If engaged, CONSULTANT will manage the final assembly and completion of the application, per the PARTF program guidelines.

Services may be terminated prior to completion upon written notice from CLIENT. Any services rendered prior to written notice of termination shall be paid in full by CLIENT.

F. COMPENSATION FOR SERVICES

The CONSULTANT proposes to provide the services outlined in B. Scope of Services as detailed below. This estimate has been provided in good faith and may not be exceeded without being substantiated and mutually agreed by the CONSULTANT and the CLIENT. The CONSULTANT will submit monthly invoice statements to the CLIENT for all work completed. The amount of the statement will be based on the percentage of the project accomplished during the billing period. The CLIENT agrees to make prompt monthly payments in response to the monthly statements. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 90 days from date of invoice.

Task Number	Task Name	Fee
Task I	Project Management	\$600
Task II	Grant Application Preparation	\$4,000
Task III	Public Input Assistance	\$1,800
	Project Total	\$6,400

Any changes to the PROJECT requirements after CONSULTANT has begun work may require additional fees. Anticipated project expenses are included in the breakdown of fees above.

G. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

TOWN OF BILTMORE FOREST


February 5, 2019

Gary E Warner Date
Director, Parks & Recreation Planning

Jonathan Kanipe Date
Town Manager

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
Fran G. Cogburn, Mayor-Pro Tem
E. Glenn Kelly, Commissioner
Doris P. Loomis, Commissioner
Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Discussion – Fence/Gate Accessory Structure Next Steps

Date: February 12, 2019

Background

The Town's recent survey results included information related to fences/driveway gates as allowed accessory structures. The survey result percentages (for this survey portion) are below (the first number is percentage in favor of a proposition and the second number is the percentage that found it unfavorable). Mr. Zimmerman's full updated survey is also included in this agenda packet to show weighted response scores along with his analysis of the results.

TABLE 2: FAV/UNFAV RESPONSES TO TRAFFIC QUESTIONS

	Total Base	Subset of Residents for 16 years or more	Subset of Residents living on a Main Thoroughfare
Base Size	(183)	(83)	(52)
	%FAV/%UNFAV	%FAV/%UNFAV	%FAV/%UNFAV
Fences in SIDE yards	68/21	69/24	76/12
Fences in BACK yards	76/11	73/19	83/10
GATES across Driveways	53/31	52/29	62/19

Action Requested

Previously, staff provided examples of ordinance amendments allowing administrative approval for fencing in the rear yard and for driveway gates. This previous example created a new section of the Town's zoning ordinance that specifically addressed fences, gates, and walls. I have reattached the draft ordinance for your review, discussion, and consideration based on the survey results.

Staff recommends review of this draft ordinance and Board direction on next steps. As a reminder, the Board must hold a public hearing and receive a recommendation from the Planning Commission prior to considering the zoning ordinance amendment.

An Ordinance Amending the Town of Biltmore Forest Zoning Ordinance

WHEREAS, Biltmore Forest, originally part of the Vanderbilt Estate, was established almost 100 years ago. Since its establishment, Biltmore Forest has been a forested residential community with substantial open space. Historic continuity and preservation of the forest environment requires substantial open space for trees, plants and wildlife.

WHEREAS, Given the Town's proximity to the Biltmore Estate, the Estate's large deer population, and the prevalence of other species including bear, the Town, through its Board of Adjustment, has received and continues to receive requests to approve fences and gates. The Board Commissioners is committed to preservation and protection of the forested residential community and to accommodating reasonable requests from its residents. Current and prospective residents can participate in this effort by landscaping with plants that will not attract deer, confining dogs and other household pets with invisible fencing, limiting the construction of new fences, gates, and walls, and removing and not replacing existing fences, gates, and walls.

NOW, THEREFORE BE IT ORDAINED, by the Board of Commissioners for the Town of Biltmore Forest that the following amendments to the Zoning Ordinance and subsequent regulations be placed on fence, gate, and wall construction and replacement as of the effective date of this ordinance.

§ 153.029 – Accessory Structures and Buildings

ADD the following under § 153.029 (B):

New Number “3” states as follows:

Fences, gates, and walls shall be regulated in accordance with § 153.049 of this Zoning Ordinance.

§ 153.029 (C) is deleted in its entirety.

§ 153.049 - Fence, Gate, and Wall Regulations

(A) New fences, gates, or walls may be approved by the Town Manager and do not have to be approved by the Board of Adjustment, so long as the gate, fence or wall meets the following requirements.

- (1) The fence, gate, or wall is constructed entirely within the backyard, is not located in any side or rear yard setbacks and is constructed of materials deemed acceptable in 153.049(D)
- (2) Mature vegetation or other buffering sufficiently obscuring the structure from neighbors may be required.

New Town Zoning Ordinance
Section 153.049

(B) A driveway gate and supporting columns may be approved by the Town Manager and does not have to be approved by the Board of Adjustment so long as it meets the following requirements:

- (1) The Driveway Gate and columns must not be located in the front or side yard setback of a property in order to allow sufficient time and space when multiple vehicles are entering a property
- (2) The Driveway Gate shall not be more than eight (8) feet in height.
- (3) The Driveway Gate must provide access for emergency services and first responders. This may be done via a lockbox code, strobe or siren activation switch, or other method with demonstrated reliability.
- (4) The Driveway Gate must open wide enough to provide for ingress and egress of emergency vehicles.

(C) Replacement of existing fences, gates, and walls may be approved by the Town Manager so long as the replacement fence is constructed of materials deemed acceptable in 153.049 (D) and meets the requirements below. Otherwise, replacement of an existing fence or wall is a conditional use subject to the approval of the Board of Adjustment and the requirements of this zoning ordinance. An application to replace an existing fence, gate, or wall must include a photograph of the existing fence or wall, specify the type of fence, gate, or wall, include a map or sketch depicting the height and length of the fence, gate, or wall and state whether or not the fence, gate, or wall is located within any setbacks.

- (1) Existing chain link fences or gates may not be replaced with new chain link fences or gates.
- (2) Existing fences, gates, or walls in the front yard may not be replaced. No new fences, gates, or walls shall be allowed in the front yard.
- (3) Repair of more than half of an existing fence, gate, or wall shall be considered a replacement and shall be subject to this ordinance.

(D) Acceptable Materials and Standards for Fences and Walls / Maintenance. The following materials and standards for fences and walls shall be deemed acceptable.

- (1) Wooden fencing or gates shall be of natural color or painted in a manner compatible with the residence and the lot.
- (2) Non-wooden fencing or gates shall be black, dark green or brown to blend with surrounding trees or vegetation.
- (3) No new chain link fencing or gates shall be allowed.
- (4) Fences may not exceed six (6) feet in height without approval from the Board of Adjustments. Fences designed to prevent deer or other wildlife from entering the property may not exceed eight (8) feet in height.

New Town Zoning Ordinance
Section 153.049

- (5) Walls should be constructed of stone or similar material, and should be compatible with the construction materials of the house located on the same property.
- (6) When a fence, gate, or wall is not properly maintained or fails to comply with a condition imposed by the Board of Adjustment, the Town may require the property owner to repair the fence, gate, or wall, or, remove the fence, gate, or wall at the property owner's expense. If the property owner fails to repair or remove the fence, gate, or wall, the Town may remove the fence, gate, or wall and recover the cost of removal, including the cost of disposal, if any, from the property owner.

ATTEST:

Mayor

Clerk

Approved as to Form:

Attorney

TO: Town Manager Jonathan Kanipe, Town Commissioners

DATE: 9 January 2019

FROM: Paul Zimmerman

SUBJECT: Updated Town Survey Data Presentation

For my final report on the Survey and in my presentation yesterday, I reported WEIGHTED averages for the direct questions on the various traffic mitigation strategies. Some commissioners expressed an interest in looking at the simple PERCENT of people who were either Positive or Negative toward the question.

This note provides the requested information, along with a clarification of the pros and cons of using each method. **Importantly – there are a few cases where the decision made could be different using the percent method, which I discuss later.**

BRIEF DESCRIPTION OF ‘WEIGHTED RESPONSES’:

The Direct Questions on Traffic and Fencing were asked using a ‘Strongly Agree’ to ‘Strongly Disagree’ scale. These were converted to a numerical response by assigning +2 to the ‘Strongly Agree’ response, ‘-2’ to the ‘Strongly Disagree’ response, and -1, 0, or +1 to the responses in between. This is the standard procedure for Market Research studies. The numerical responses are then averaged to give the results in the below table.

PRO: The response of those people who feel very strongly about an issue is given more weight, compared to those who feel less strongly.

CON: It may not be intuitively obvious how the weighting works – depending on how much you like math!

TABLE 1: WEIGHTED RESPONSES TO TRAFFIC QUESTIONS (Same as original report) (I added my color coded perspective on whether the results were positive/neutral/negative)

	Total Base	Subset of Residents for 16 years or more	Subset of Residents living on a Main Thoroughfare
Base Size	(183)	(83)	(52)
Reduce N. Vanderbilt to 25 mph	-0.49	-0.63	-0.08
4 way stop at Cedarcliff & Vanderbilt	+0.13	-0.13	+0.25
4 way stop at Busbee & Vanderbilt	+0.05	-0.44	+0.19
4 way stop at Stuyvesant & Greenwood	-0.23	-0.61	-0.06

Close Hendersonville & Ridgefield Rd	0.00	-0.06	+0.28
Create Specific Construction Route	+0.51	+0.34	+0.62
Fences in SIDE yards	+0.67	+0.63	+0.83
Fences in BACK yards	+0.91	+0.82	+1.06
GATES across Driveways	+0.38	+0.41	+0.57

BRIEF DESCRIPTION OF 'PERCENT FAVORABLE'/'PERCENT UNFAVORABLE' RESULTS

Using this analysis technique, you simply calculated the percent of people who answered either 'Strongly Agree or Agree' and compared them to the percent of people who said 'Strongly Disagree or Disagree'. People who voted in the middle response are not reported – so the sum of the two numbers will NOT add up to 100%!

PRO: Very easy to conceptualize. It's similar to a 'thumbs up/thumbs down' response. It allows you to quickly see the percent of people who are 'against you' or 'for you'. (How many phone calls will you get!)

CON: Not as technically accurate because the degree/level of emotion is not taken into account. You're basically collapsing a 5-point scale down to a 3-point scale

TABLE 2: FAV/UNFAV RESPONSES TO TRAFFIC QUESTIONS

	Total Base	Subset of Residents for 16 years or more	Subset of Residents living on a Main Thoroughfare
Base Size	(183)	(83)	(52)
	%FAV/%UNFAV	%FAV/%UNFAV	%FAV/%UNFAV
Reduce N. Vanderbilt to 25 mph	26/60	23/65	40/53
4 way stop at Cedarcliff & Vanderbilt	48/41	41/52	51/38
4 way stop at Busbee & Vanderbilt	46/45	29/60	49/44
4 way stop at Stuyvesant & Greenwood	30/49	24/65	36/47
Close Hendersonville & Ridgefield Rd	34/39	35/46	42/28

Create Specific Construction Route	54/24	48/29	56/17
Fences in SIDE yards	68/21	69/24	76/12
Fences in BACK yards	76/11	73/19	83/10
GATES across Driveways	53/31	52/29	62/19

USING BOTH RESULTS:

I'm going to now show how I would personally use both results, recognizing my opinion does not count. I am NOT a Commissioner and **I don't have access to the Police or Legal perspective**, which could override everything – but you can see HOW I use both pieces of data:

1. Reducing the speed on North Vanderbilt: Weighted results show that the total base does not want this (-0.49) with 60% of responders against it. People who live on a main thoroughfare are more neutral about this (-0.08) but you still have 53% voting negatively. In my opinion, doing this would be a polarizing decision.
2. All-Way Stop at Cedarcliff: Weighted data(+0.13) shows a Neutral Response with barely more positive votes than negative votes (48/41) for the total base. However, Main Thoroughfare residents are in more in favor of the action (+0.25) with more positive than negative responses (51/38). In my opinion, I'd do it.
3. All-Way Stop at Busbee: Weighted data (+0.05) and percentage data (46/45) show that the total base is evenly split on this action. Main Thoroughfare residents are somewhat more positive (+0.19), but are also evenly split (49/44) about this action. I would lean toward doing this, recognizing you will get phone calls.
4. All-Way Stop at Greenwood: Weighted data (-0.23) and percentage data (30/49) show this is not a popular option for the total base. Even the Main Thoroughfare residents are neutral about it (-0.06) and you have more negative than positive responses (36/47). The data does not support doing this.
5. Close Hendersonville at Ridgefield: Weighted data is perfectly neutral (0.0), as are the percentage data (34/39) for the total base. Main Thoroughfare residents are very in favor of this (+0.28), with more favorable responses (42/28). This is a tough one. With a neutral response by everyone, but thoroughfare residents in favor – I'd do it.
6. Create a Construction Route: This is a 'no-brainer' The total base and all subsets are strongly in favor of this action. Voluntary comments also support it.

Thank you for allowing me to design and field this survey. Please let me know if there is anything I can do to help. I hope I haven't overstepped by responsibility too much.

Paul Zimmerman

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
Fran G. Cogburn, Mayor-Pro Tem
E. Glenn Kelly, Commissioner
Doris P. Loomis, Commissioner
Jonathan B. Kanipe,
Town Manager

MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Discussion – Traffic Control Next Steps

Date: February 12, 2019

Background

The Town's recent survey results included information related to traffic pattern changes and speed limit reductions. The survey result percentages (for this survey portion) are below (the first number is percentage in favor of a proposition and the second number is the percentage that found it unfavorable). Mr. Zimmerman's full updated survey is also included in this agenda packet to show weighted response scores along with his analysis of the results.

TABLE 2: FAV/UNFAV RESPONSES TO TRAFFIC QUESTIONS

	Total Base	Subset of Residents for 16 years or more	Subset of Residents living on a Main Thoroughfare
Base Size	(183)	(83)	(52)
	%FAV/%UNFAV	%FAV/%UNFAV	%FAV/%UNFAV
Reduce N. Vanderbilt to 25 mph	26/60	23/65	40/53
4 way stop at Cedarcliff & Vanderbilt	48/41	41/52	51/38
4 way stop at Busbee & Vanderbilt	46/45	29/60	49/44
4 way stop at Stuyvesant & Greenwood	30/49	24/65	36/47

Close Hendersonville & Ridgefield Rd	34/39	35/46	42/28
Create Specific Construction Route	54/24	48/29	56/17

Previously, staff provided a draft ordinance amendment to reduce the speed limit to 25 miles per hour from the Busbee Road/Vanderbilt Road intersection north to All Souls Crescent in Biltmore Village. Chief Beddingfield previously provided information related to sight distance and visibility concerns at the Cedarcliff Road/Vanderbilt Road intersection. The Board previously discussed a construction route through the Town and this was widely supported by the survey.

Action Requested

Staff recommends the Board consider the following proposals:

- 1) Lowering the speed limit to 25 miles per hour for the northern stretch of Vanderbilt Road. Staff recommends beginning/ending the 25 miles per hour zone between the interstate bridge and last residence before Biltmore Village. Appropriate notification and signage should be placed, in both directions, indicating the change in speed limit, and pointedly, traffic coming south into the Town should encounter signage informing people they are entering a residential community and that the Town wide speed limit is 25 miles per hour. This addresses the concern from residents living along Vanderbilt Road while also acknowledging that a reduced speed into Biltmore Village where there are no residences is unlikely necessary. A Manual of Uniform Traffic Control Devices (MUTCD) sign indicating the entrance into a “residential” area is below for your review.



R2-5aP
Citywide (plaque)



R2-5bP
Neighborhood (plaque)



R2-5aP
Residential (plaque)

Sign images from the Manual of Traffic Signs <<http://www.trfdesign.us/>>
These sign images copyright Richard C. Mowbray. All rights reserved.

- 2) Installing an All-Way stop at the Cedarcliff Road and Vanderbilt Road intersection. As Chief Beddingfield has noted, the sight visibility is not good. Further, an all-way stop at this location should also reduce the speed of vehicles traveling along Vanderbilt Road and help encourage people to drive the (reduced) speed limit in this area.

In both above instances, my recommendation is for the Town to hire an outside traffic engineering firm to design the signage, spacing, and location for these new traffic modifications. This will ensure adherence to all regulatory requirements, including posting temporary signage alerting residents and motorists to upcoming changes in the traffic pattern.

MEMORANDUM

TO: BILTMORE FOREST MAYOR AND BOARD OF COMMISSIONERS
RE: DANGEROUS DOGS / POSSIBLE AMENDMENTS TO ORDINANCE
DATE: FEBRUARY 4, 2019

BACKGROUND

In the past few months, a number of issues have arisen with dangerous dogs in Biltmore Forest. The Police department seized several pit bulls that were running loose and threatening individuals and other dogs. The dogs were taken to the Buncombe County Animal Shelter (and are still there). The Animal Shelter cannot do anything with the dogs because they are still owned by their original owner (the granddaughter of a resident on Stuyvesant Road who has since moved out of the Town). The Town also seized another dangerous dog and sent it to the Buncombe County Animal Shelter. That dog also is still owned by the original owner who has also moved out of town, and it cannot be disposed of without that owner's permission. In reviewing the Town's current animal control ordinance, Jonathan Kanipe, Chief Beddingfield and I discussed some potential changes to the Town's current ordinance (Chapter 90) to address this issue

- **Prohibiting the keeping of dangerous (very unruly dogs) in the Town.** § 90.39 currently says "No person shall own control keep or maintain in the town a dangerous (very unruly) dog unless said dog is confined within a secure building or enclosure which building or enclosure shall be clearly marked with a warning sign." One suggestion was to amend §90.39 so that it reads: "No person shall own, control, keep or maintain in the Town a dangerous or unruly dog."
- **A Mechanism for the Town to Seize Control / Ownership of Dogs.** Buncombe County has a provision in its Animal Control Ordinance wherein it can issue a written Order to a dog owner to take certain preventive measures such as keeping dog(s) in a secure fence, repairing a fence, microchipping an animal and any other reasonable measures to protect the public health. If the owner fails to comply with the written order, the owner is subject to a penalty payable in a very short period of time (48 hours for the County). If the penalty is not paid, or if the owner repeatedly violates the written order, and the County determines there is an ongoing threat to the public health, the County can take ownership of the animal. This would mean the Animal Shelter would have the authority to euthanize the animal. We would recommend that the Town add a new section authorizing the Town to require preventive measures and issue a written order to a dog owner. If the owner fails to comply with preventive measures or the written order, the Town could take ownership of the dog.

- **Contracting with Buncombe County for Animal Control Services**

We discussed the possibility of contracting with Buncombe County for animal control services. Buncombe County provides this service pursuant to contract with the Town of Black Mountain. Chief Beddingfield has communicated with the Buncombe County Sherriff's Office regarding this option and will be able to provide additional information.