

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, December 9, 2025 at 4:30 p.m.

A. Pledge of Allegiance

B. Roll Call

Mayor George F. Goosmann, III
Commissioner Doris P. Loomis
Commissioner Drew Stephens
Commissioner Allan Tarleton

C. Consent Agenda

1. Approval of Agenda
2. Approval of October 14, 2025 Minutes

D. Public Comment

E. Departmental Reports

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

F. Board Member Reports

G. Presentation – Mr. Eric Cregger, Buncombe County Tax Assessor

H. New Business

1. Consideration of Resolution 2025-14 – Resolution Approving Construction Manager at Risk Delivery Method for Public Works and Police Department Construction Projects
2. Consideration of Selection for Construction Manager at Risk Firm
3. Consideration of Easement Agreement between Town of Biltmore Forest and ERC
4. Consideration of Resolution 2025-15 – A Resolution Adopting the Buncombe County Helene Recovery Plan

For those interested in viewing the Board meeting remotely, please utilize the following information:
<https://us02web.zoom.us/j/82228455470?pwd=SG9WU0FwUjFSdGZveS95b3pLTUIHdz09>

Meeting ID: 822 2845 5470

Passcode: 966757

5. Consideration of Resolution 2025-16 – A Resolution to Approve a Public Comment Policy for the Town of Biltmore Forest
6. Consideration of Changes to Utility Billing for Late Fees and Delinquent Accounts
7. Consideration of Master Services Agreement with First Tryon Advisors for Financial Advisory Services
8. Consideration of Bond Counsel Services with Parker Poe for Installment Financing Contract

I. Adjourn

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MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS
OF BILTMORE FOREST HELD OCTOBER 14, 2025

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

Roll call taken by the Clerk:

Mayor George F. Goosmann, III, present
Commissioner Doris P. Loomis, present
Commissioner Allan Tarleton, present
Commissioner Drew Stephens, present

Mr. Jonathan Kanipe, the Town Manager, was present. The Town Attorney, Billy Clarke, was also present.

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

The Pledge of Allegiance was conducted.

CONSENT AGENDA

Commissioner Loomis made a motion to approve the consent agenda and the minutes from August 12, 2025. Commissioner Stephens seconded the motion and was unanimously approved.

PUBLIC COMMENT

There was no Public Comment

DEPARTMENTAL REPORTS

Deputy Chief Zach Cicillan gave the report for the Skyland Fire Department. There were a total of 28 calls for service. The department reported an average month with 28 incidents, with medical assists being the highest number of incidents. This was noted as being 4-6 incidents below the typical monthly average.

Deputy Chief Cicillan provided safety reminders for residents as cooler temperatures arrive, including:

- Getting HVAC systems checked for safety and efficiency
- Having fireplaces inspected and chimneys cleaned before first use
- Changing batteries in smoke detectors when changing clocks on November 2

Deputy Chief Cicillan also expressed appreciation for the good working relationship with the Town employees and residents, and mentioned their enjoyment of participating in National Night Out.

Chief Chris Beddingfield gave his report for the Police Department. Chief Beddingfield began by thanking the elected officials for their support at the National Night Out event. Chief Beddingfield expressed how meaningful it was to have their attendance and how it demonstrated their investment in the town.

For September activities, the Chief reported:

- 851 calls for service (slightly down but still above the 800 monthly average)
- No notable arrests
- Citations were up, offsetting previous month's decrease
- A significant number of bear-related calls
- Media outreach with Asheville Citizen Times and WLOS regarding the Town's wildlife feeding ordinance
- Resignation of a telecommunicator, with recruitment efforts underway

Chief Beddingfield highlighted the challenge of maintaining adequate staffing while ensuring officers complete mandated training hours, noting that the department sends officers for additional training beyond the minimum requirements.

Public Works Director, Mr. Harry Buckner gave the report for the Public Works Department. Mr. Buckner reported that the department had taken delivery of a new garbage truck, which he had inadvertently omitted from his written report. He thanked the Board for their support in acquiring this equipment, noting it makes the department's job much easier.

Mr. Buckner provided updates on several ongoing initiatives:

- His participation representing the town in the Buncombe-Madison Regional Hazard Mitigation Plan, with wildfire mitigation being a priority focus for the Town
- The transition from brush collection to leaf collection beginning November 1st
- A partnership with Biltmore Estate allowing the town to dispose of leaves at no cost, which will save money and provide environmental benefits as the leaves are composted for agricultural use
- The refreshing of mulch beds in Town parks using donated mulch from Biltmore Estate

In response to a question from Commissioner Loomis, Mr. Buckner clarified the brush collection schedule: the South route is complete, and the North route's final collection begins October 15. After that, the Town will transition to leaf collection only until January 15.

Town Planner Mr. Tony Williams gave the Planning report for the Town. Mr. Williams reported 143 land use conferences, one notice of violation, four complaints resolved, 29 plans were reviewed, two cases heard by the Board of Adjustment, and seven Zoning Permits were issued.

In response to a question about cleared hedges at the turn from Stuyvesant Road onto Southwood Road, Mr. Williams stated he had not heard any plans from the club regarding that area.

Mr. Jonathan Kanipe gave the Town Manager's report. Mr. Kanipe presented a revised agreement between the Town and Biltmore Farms that would require the Town to defend Biltmore Farms if claims arise from the waiver of restrictions. Town Attorney, Mr. Billy Clarke noted the revised agreement was more favorable to the Town than the previous version and confirmed Biltmore Farms was not asking to be named as an additional insured under the Town's coverage.

**Prepared by and Return To: Gracie K. Paulson of Roberts & Stevens, P.A., P.O. Box 7647,
Asheville, NC 28802 (Box #39)**

STATE OF NORTH CAROLINA

**WAIVER AND RELEASE OF
RESTRICTIONS**

COUNTY OF BUNCOMBE

THIS WAIVER AND RELEASE OF RESTRICTIONS ("Waiver"), made and entered into this ____ day of October 2025, by and between Biltmore Farms, LLC, a North Carolina limited liability company formerly known as Biltmore Farms, Inc. (hereinafter "Biltmore") and Town of Biltmore Forest, North Carolina, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "Town"). Biltmore and Town may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Town owns that certain property described in the deed recorded in Book 1978 at Page 164, (the "Town Deed") Buncombe County Registry, consisting of 10.2962 acres, more or less, and now having Buncombe County Parcel Identification Number 964766430100000 (hereinafter the "Town Property"); and

WHEREAS, Biltmore was the Grantor of the Town Deed; and

WHEREAS, the Town Deed conveyed the Town Property subject to certain restrictions as more particularly described on Exhibit B attached to the Town Deed (the "1997 Restrictions"); and

WHEREAS 1997 Restriction Number 2 as listed on Exhibit B to the Town Deed (the "Green Space Restriction") is as follows:

The [Town] Property shall not be used for any purpose except those uses permitted in the

RS #3670738v1

P-S Public Service District of the Town of Biltmore Forest in effect at the date of the [Town Deed] for a period of 15 years, said P-S Public Service District being in effect at the date of the [Town Deed] being as follows:

P-S Public Service District. This district is designed to provide for open green spaces, including forestation and other natural vegetation throughout the jurisdiction. It is to be used to protect the ambiance of the community by providing a series of natural buffers between residential and nonresidential development. It is expressly intended that any structures and/or buildings shall be prohibited except as associated with a public park or recreational area. Any land disturbing activity such as driveway connections or landscaping shall be approved by the Board of Adjustment.

WHEREAS, 1997 Restriction Number 3 as listed on Exhibit B to the Town Deed states that after 15 years from the recordation of the Town Deed and in the event the Town desires to utilize any portion of the Town Property for municipal purposes other than those permitted by the Green Space Restriction, the Town shall have the right to give notice to the residents of the Town of the intended change in use and following the statutory procedures for a change in a zoning classification, present at a public hearing the details of the desired changes in use, and thereafter, at a special or scheduled election, conduct a referendum seeking approval of the change in zoning and use as proposed at the public hearing (the "Referendum Requirement"). Further, if a majority of the registered voters voting approve the proposed changes, then the Town may proceed with the change in zoning and use of the Town Property, and if a majority of the registered voters vote against the proposed changes, then the Town is not permitted to seek the change in zoning or use of the Town Property; and

WHEREAS, the Town now desires to use the Town Property for other purposes currently not permitted by the Green Space Restriction, specifically as a site for a public works and police station to benefit the citizens and residents of the Town; and

WHEREAS, the Town has determined that the Referendum Requirement is unenforceable as the Town has no legal authority to conduct a referendum on this issue at a special or regular election and has not been authorized to hold such referendum by act of the North Carolina General Assembly; and

WHEREAS, the Town has requested that Biltmore waive any rights it may have to enforce the Green Space Restriction and the Referendum Requirement and to release the Town Property from the Green Space Restriction and the Referendum Requirement, and Biltmore has agreed to do so.

NOW, THEREFORE, the Town and Biltmore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the following:

1. Incorporation of Recitals: The foregoing recitals are incorporated herein by

RS #3670738v1

reference and made a part of this Waiver as though fully restated herein.

2. Waiver and Release: Biltmore hereby waives and releases any and all rights it holds to enforce the Green Space Restriction or the Referendum Requirement. Furthermore, to the extent Biltmore possesses the right, power or authority to do so, Biltmore hereby releases the Town Property from the Green Space Restriction and the Referendum Requirement, with the intent that the Town Property shall no longer be encumbered by the same.

3. Effect On Other Restrictions: This Waiver shall not affect any of the other 1997 Restrictions encumbering the Town Property other than the Green Space Restriction and the Referendum Requirement. In the event of a conflict between the provisions of the 1997 Restrictions and this Waiver, then the provisions of this Waiver shall control.

4. Binding: This Waiver shall be binding on the Parties hereto, their successors and assigns, and run with title to the Town Property.

IN WITNESS WHEREOF, the Parties have caused this Waiver and Release of Restrictions to be signed day and year first above written.

[SIGNATURE PAGES TO FOLLOW.]

TOWN OF BILTMORE FOREST

By: George F. Goosmann III (SEAL)
George Goosmann III, Mayor

Attest:

Laura Jacobs (SEAL)

Print Name: Laura Jacobs

Title: Town Clerk



[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

The undersigned, a Notary Public of the County of Henderson and the State of North Carolina, does hereby certify that **Laura Jacobs** personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Biltmore Forest, a municipal corporation, and that by the authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Mayor, George Goosmann III, sealed with its corporate seal, and attested by her as its Town Clerk.

WITNESS my hand and Notarial Seal, this 18 day of October 2025.

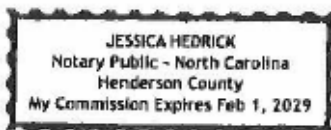
My Commission Expires:

February 1, 2029

(NOTARIAL SEAL)

Notary Public

Print Name: Jessica Hedrick



Biltmore Farms, LLC

By: _____ (SEAL)
John F.A.V. Cecil, Manager

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

The undersigned, a Notary Public of the County of _____ and the State of _____, do hereby certify that **John F.A.V. Cecil**, who is the Manager of **Biltmore Farms, LLC**, a North Carolina limited liability company, personally appeared before me this day and, by authority duly given in the ordinary course of business, acknowledged the execution of the foregoing instrument on behalf of the company.

WITNESS my hand and Notarial Seal, this ____ day of October 2025.

My Commission Expires:

Notary Public

Print Name: _____

(NOTARIAL SEAL)

RS #3670738v1

A motion was made by Commissioner Tarleton made a motion for the approved changes noted in this document. Commissioner Stephens seconded the motion and was unanimously approved.

Mr. Kanipe provided updates on the Police Department and Public Works building process and said the Town issued a Request for Qualifications (RFQ) for construction manager at risk firms and nine firms have expressed their interest in the project. The submissions are due by noon on October 24th, 2025. A review team including Town staff, architects, and engineers will evaluate the submissions. Lastly, the Board will likely review recommendations at the November or December meeting.

Mr. Kanipe clarified the conceptual designs included in the RFQ are not final and the Board will have opportunities to review and provide input as the project develops.

Mr. Kanipe discussed the FEMA reimbursement for Hurricane Helene recovery and said approximately \$400,000 in invoices have been submitted for reimbursement. The Town is still due roughly \$3.8 million for right-of-way work and about \$100,000 is due for PPDR (Private Property Debris Removal) work. In total, the Town expects to receive \$4-5 million in reimbursements. Mr. Kanipe said there are no anticipated issues with receiving the funds despite federal government funding concerns.

Mr. Kanipe also mentioned Buncombe County's Hauling Recovery Plan in which the Town participated, with the full recovery plan to be presented for Board consideration in November or December.

BOARD MEMBER REPORTS

Commissioner Tarleton reported on the Metropolitan Sewerage District meeting noting it was very brief with approval of six projects.

Commissioner Stephens reported on the French Broad River Metropolitan Planning Organization stating the meetings are typically 2.5-3 hours long, the last meeting was uneventful.

Commissioner Stephens mentioned a joint meeting in November with the TCC(Technical Coordinating Committee) Board that he would likely attend via Zoom.

The next topic of discussion was the Consideration of Proclamation declaring October 2025 as Domestic Violence Awareness month. Mr. Kanipe presented the Proclamation provided by Helpmate, an organization serving domestic violence victims in Buncombe County. He explained that the police department regularly refers people to appropriate resources, including Helpmate. The proclamation was accepted without requiring a formal motion.

PUBLIC HEARING

A motion was made by Commissioner Loomis to go into Public Hearing for ZTA 2025-02. Commissioner Tarleton seconded the motion and was unanimously approved.

Mr. Kanipe explained the Zoning Text Amendment would allow the Town to construct and operate buildings in the PS zoning district. He noted that while the Town likely already had this ability under existing exemptions, the amendment would enhance transparency. The proposed amendment specifically states: "No structures or buildings shall be allowed on properties in the district except structures and buildings associated with a public park or recreational area or structures and buildings owned and operated by the Town and used for a public purpose."

Commissioner Tarleton asked if the amendment would cover retention basins planned for the public works facility. Mr. Clarke confirmed that retention basins would qualify as "structures" under the broad definition in the zoning ordinance.

Mrs. Brandy Shenk from 18 Cedar Hill Drive, commented during Public Hearing via Zoom. Mrs. Shenk urged the Board to pause the Police and Public Works project, citing concerns about the cost burden on taxpayers, potential impact on the Town's historic status, and policies affecting Latinx workers. She noted she would email a detailed proposal to the Town Manager for the November agenda.

Commissioner Tarleton moved to close the Public Hearing. Commissioner Loomis seconded the motion and was unanimously approved.

NEW BUSINESS

Consideration of Ordinance 2025-05-An Ordinance to Amend the Town of Biltmore Forest Zoning Ordinance. Commissioner Loomis moved for adoption of Ordinance 2025-05. Commissioner Tarleton seconded the motion and was unanimously approved.

Consideration of Resolution 2025-12-A Resolution Declaring Certain Town Personal Property as Surplus. Mr. Kanipe presented a resolution to surplus three items: the Town's oldest garbage truck, an air compressor of unknown date, and a 2006 Homestead Challenger 5 by 10 enclosed trailer from the Police Department. He noted that the town had done well in its recent sale of two police interceptors, generating approximately \$16,000.

Commissioner Stephens moved to approve Resolution 2025-12. Commissioner Loomis seconded the motion and was unanimously approved.

Consideration of Resolution 2025-13- A Resolution to Approve a Municipal Accounting Services, Cybersecurity, and Technical Assistance Memorandum of Agreement. Mr. Kanipe explained that the Town has been seeking new financial software to replace the Harris Computer software it has been using for about 15 years. The Town is interested in partnering with the NC League of Municipalities' program which uses Black Mountain Software. This partnership would provide better support and save the town approximately \$150,000 compared to other options. The plan would be to begin using the new software on July 1, 2026.

Commissioner Loomis noted she and Ms. Jacobs had met representatives from Black Mountain Software at the CityVision conference. Chief Beddingfield confirmed they had spoken with them at CityVision as well and found them to be very helpful.

Commissioner Loomis moved for adoption of Resolution 2025-13. Commissioner Tarleton seconded the motion and was unanimously approved.

The meeting was adjourned at 5:31pm.

The next meeting is scheduled for Tuesday, November 11th, 2025 at 4:30 pm.

ATTEST:

Laura Jacobs
Town Clerk

George F. Goosmann, III
Mayor



Skyland Fire & Rescue

Biltmore Forest Valley Springs Station

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



Biltmore Forest Valley Springs Station

Incident Response

November 2025

Incident Type (NFIRS)

111 - Building fire	1
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	2
412 - Gas leak (natural gas or LPG)	1
554 - Assist invalid	2
571 - Cover assignment, standby, moveup	3
611 - Dispatched & canceled en route	2
622 - No incident found on arrival at dispatch address	3
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	1
745 - Alarm system activation, no fire - unintentional	3
746 - Carbon monoxide detector activation, no CO	1
Total	22

Respectfully Submitted,

Trevor C. Lance

Chief Trevor C. Lance
Skyland Fire Rescue

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



George F. Goosmann, III, Mayor
Doris P Loomis, Mayor-Pro Tem
Allan Tarleton, Commissioner
Drew Stephens, Commissioner
Jonathan Kanipe, Town Manager

**Biltmore Forest Police Department
December 9th, 2025
Commission Report
November 2025 Data**

Total Calls for Service:

716 (851 last month)

Arrests:

0-Felony Arrests

2-Misdemeanor Arrests- One Driving While Impaired and Other Traffic Violations, One out of Jurisdiction Warrants.

Citations:

35-Citations for various traffic violations (87 last month)

Time Consumption Summary:

Approximations:

Business Checks- 6 hours

House Checks- 4 hours

Radar Operation- 4 hours

Vehicle Crash Investigation- 1 hours

Notable Calls and Projects

We had successful National Night Out and Halloween Events. Lots of positive feedback from the community.

Currently in our "No Shave November" charity event. Employees donate to charity to be able to wear a beard during the winter months. Extended into December for additional donations.

Recognition of Christian Weilbaeher for life saving actions taken on October 27, 2025.

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

November Calls for Service

BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
ALARM	29	4.05%
ANIMAL CONTROL	12	1.68%
ASSIST MOTORIST	8	1.12%
ASSIST OTHER AGENCY	4	0.56%
BUSINESS CHECK	366	51.12%
C&R DRIVER	2	0.28%
CRIME PREVENTION	23	3.21%
DEBRIS IN ROADWAY	1	0.14%
DEPARTMENT OTHER	2	0.28%
DISCHARGE FIREARM	1	0.14%
FOLLOW UP	2	0.28%
FOLLOW-UP INVESTIGATION	1	0.14%
GAS LEAK	1	0.14%
HIT AND RUN	1	0.14%
HOUSE CHECK	116	16.20%
IMPROPER PARKING	2	0.28%
LARCENY	1	0.14%
LOST AND FOUND	2	0.28%
MEDICAL EMERGENCY	2	0.28%
MENTAL SUBJECT	1	0.14%
ORDINANCE VIOLATION	5	0.70%
PUBLIC ASSIST	5	0.70%
RADAR OPERATION	7	0.98%
SMOKE COMPLAINT	1	0.14%
SPECIAL CHECK	8	1.12%
STOLEN VEHICLE	1	0.14%
SUSPICIOUS PERSON	8	1.12%
SUSPICIOUS VEHICLE	13	1.82%
TALK WITH OFFICER	6	0.84%
TRAFFIC CONTROL	1	0.14%
TRAFFIC STOP	73	10.20%
VEHICLE ACCIDENT	5	0.70%
WARRANT SERVICE	1	0.14%
WATER LEAK	2	0.28%
WELFARE CHECK	3	0.42%
	716	Group/Total 100.00%
Total Records	716	

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

December 4, 2025



Agenda Item D-3

Public Works Director Monthly Report

Recurring Activities:

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

- Collected 35.16 tons of garbage.
- Diverted 11.70 tons of recycled goods from garbage.
- Picked up 25 loads of brush (approximately 675 cubic yards) over 11 days.
- Picked up 2 loads of leaves (approximately 54 cubic yards) in 1 day.
- Responded to 43 total utility locate requests, comprised of 41 new requests and 22 updates.
- The Town Arborist visited 8 properties, approving 29 trees for removal and requiring 12 replacements.
- Completed daily chlorine residual tests across town and the required two (2) bacteriological. All tests were passed.
- Used the Beacon/Badger Meter automated meter reading system to monitor water leaks daily and attempted to contact residents of suspected leaks.
- We continued to perform litter pick-ups as needed, focusing on the entrances.

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

- Collected 33.64 tons of garbage.
- Diverted 12.33 tons of recycled goods from garbage.
- Picked up 20 loads of brush (approximately 540 cubic yards) over 10 days.
- Picked up 46 loads of leaves (approximately 1242 cubic yards) over 14 days.
- Responded to 27 total utility locate requests, comprised of 24 new requests and 3 updates.
- The Town Arborist visited 4 properties, approving 15 trees for removal and requiring 9 replacements.
- Completed daily chlorine residual tests across town and the required two (2) bacteriological and disinfection byproduct tests. All tests were passed.
- Used the Beacon/Badger Meter automated meter reading system to monitor water leaks daily and attempted to contact residents of suspected leaks.
- We continued to perform litter pick-ups as needed, focusing on the entrances.

Miscellaneous Activities for October and November

- Staff continue to service our fourteen (14) dog waste stations.
- Brush collection “officially” concluded for the year on the North Route on October 28th. Leaf only collection began November 1st, and will continue through January 15th, 2026.
- We have had many leaf piles commingled with brush, necessitating us to continue the brush collection at a reduced intensity to try and resegment the piles. This resulted in additional brush pick-ups continuing through November.
- We assisted Ms. Jacobs with the October water billing cycle.
- Through our partnership with the Biltmore Estate, we were able to obtain free mulch this fall to spread throughout all our public spaces. This work was completed in October and November.
- Our annual road striping contract was completed November 12th along Vanderbilt Road, Brookside Road, and Valley Springs Road.
- Staff have used and will continue to use the tractor and blower to keep the roads clear of debris.
- We continue to maintain elements of the water system, including replacing damaged meter boxes and responding to leaks as necessary. We performed work at multiple Vanderbilt Road locations and on Stuyvesant Crescent this period.
- We are continuing to monitor and clean storm drain inlets throughout town.
- We repaired four (4) streetlight footings at 15 Ridgefield Place, the intersection of Greenwood Road and Greenwood Place, the Forest Road cul-de-sac, and Brookside Road and Brooklawn Chase.
- We coordinated the repair of power service to the Police Department after their service line broke away from the Duke transformer, causing electrical issues.
- Our generator service contractor has serviced all three (3) generators at the Town Hall complex and created a list of minor repairs needed. We are attempting to defer maintenance on the Police generator since that unit will be replaced with the new building.
- Supervisor Dale and I worked extensively with Manager Kanipe and Chief Beddingfield on the new Police and Public Works contractor selection process.
- I met numerous times with representatives from AT&T regarding their fiber optic build-out in Town. We anticipate the majority of that work occurring in December.
- Supervisor Dale continues to participate on the tree committee.
- Manager Kanipe asked me to represent the Town on the Buncombe County Pedestrian Plan Steering Committee. I was officially appointed on December 2nd by the Buncombe County Board of Commissioners. The kick-off meeting for the committee is scheduled for December 4th. For more information about this project please visit <https://engage.buncombecounty.org/pedestrianplan>
- I attended a training session by the NC Rural Water Association on the updated lead and copper service line inventory requirements on November 19th in Morganton.

- Manager Kanipe and I attended the North Carolina ArcGIS Users Group conference on October 1st through October 3rd. There were several very interesting presentations on GIS system usage to assess the impact of Hurricane Helene on our region.

Larger/Capital Projects Updates

Buncombe-Madison Regional Hazard Mitigation Plan (HMP) Update

- There has been no activity with this group since the September 30th meeting.
- At the request of Manager Kanipe, I represented the Town of Biltmore Forest at the Stakeholder Kickoff Meeting for the Buncombe-Madison Regional Hazard Mitigation Plan (HMP) Update on September 30th.
- The last HMP for Buncombe and Madison County was prepared in 2021, and FEMA requires the plan to be updated every five years. The 2021 plan can be viewed at <https://www.ncdps.gov/media/13258/open>.
- The group's next meeting has not been scheduled at this time, but the project website can be viewed at <https://storymaps.arcgis.com/stories/c7ece820a57c4698a9ed87b73c232ca3>.

Streetlight LED Conversions and Service Upgrades

- All streetlights were inspected for operation on 11/13/2025.
- A total of nine (9) streetlights are structurally damaged or destroyed. Seven (7) of the nine (9) have been removed and are at Public Works awaiting replacement or repair.
- Out of the 66 total lamps, twenty-four (24) are not functioning currently. This includes the nine (9) damaged or removed lamps.
- The camera system is functional except for the following locations:
 - Stuyvesant Rd. and Parkway Rd. (Pole removed due to damage)
 - 15 Ridgefield Place (Pole removed due to foundation damage)
 - Vanderbilt Rd. and Busbee Rd., SE Corner (Pole removed due to damage)
 - Vanderbilt Road and Cedarcliff Road (Undetermined issue)
- The custom designed streetlight is completed and delivery is scheduled for the week of the 8th. We will have it in Public Works for viewing before installation.
- We have temporarily stored the streetlight and camera from 15 Ridgefield at the Town Hall Complex, and removed the broken lamp foundations there and at the Greenwood Road - Greenwood Place intersection in anticipation of their replacement.
- The lamp at 396 Vanderbilt has been reinstalled, but must be reconnected to the power grid.
- We repaired four (4) streetlight footings at 15 Ridgefield Place, the intersection of Greenwood Road and Greenwood Place, the Forest Road cul-de-sac, and Brookside Road and Brooklawn Chase.
- I met with representatives from A-American Electric on November 26th to review our streetlight infrastructure, and they have scheduled a field crew to work on cameras and streetlights on December 18th. I am developing a new relationship with A-American for ongoing streetlight service needs.

Anticipated December Activities

- Staff will complete the required daily chlorine, monthly bacteriological sampling.
- Leaf only collection will continue through January 15th, 2026. Leaves are being disposed of for recycling at the Biltmore Estate at no cost this year.
- We will perform leaf removal and other routine maintenance activities in all public spaces as needed as we move into the winter months.
- I will create new recycling and brush collection calendars for distribution in early January.
- I plan to attend the kick-off meeting for the steering committee of the Buncombe County Pedestrian Plan on December 4th.
- Public Works staff installed the Christmas decorations on the outside areas in and around the Town Hall complex in preparation for the tree lighting ceremony on December 5th.
- We will assist Ms. Jacobs with the bi-monthly water billing cycle in December.
- All-American Electric is scheduled to perform streetlight and camera maintenance on the December 18th.
- We are awaiting an updated schedule for the metal guardrail replacement near the intersection of Eastwood Road and Hilltop Road, as well as the wooden guardrails on Arboretum Road Greenwood Place.
- I understand that AT&T subcontractors will be in Town during the month of December to install new underground fiber optic cable throughout Town.
- We will reinstall the lamp at 15 Ridgefield Place this month.

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



MEMORANDUM

To: Jonathan Kanipe, Town Manager
Mayor and Board of Commissioners
From: Tony Williams, Town Planner
Re: November Monthly Report
Date: December 9, 2025

Recurring

- Check PD reports daily for code violations, make contact as needed to homeowners and contractors.
- Field inspections are conducted multiple times a week.
- Review plans for the Board of Adjustment for meeting packets.
- Conducted site visits with the Board of Adjustment Members for all projects to be heard.
- Communicate weekly with all who submit plans for approval.
- Advising homeowners and contractors of the ordinances.
- Addressing violations as needed.
- Issuing permits as needed.

Monthly Breakdown

- Review of potential subdivisions: 0
- Land use conferences virtual/on site: 105
- Notice of violations verbal/written: 0
- Resolved violations/complaints: 1
- Complaints: 0
- Plans reviewed: 30
- Plans reviewed for BOA: 4
- Zoning permits issued: 7
- Demo permits issued: 0
- Zoning Clearance letters issued: 0

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

DECEMBER 9, 2025



AGENDA ITEM E-5

TOWN MANAGER'S MONTHLY REPORT

NC OSBM Grants: The North Carolina Office of State Budget and Management (OSBM) received an appropriation of \$50 million from the legislature for direct funding to local governments impacted by Hurricane Helene. These funds and the grant applications for them are much more streamlined than traditional grants with the stated purpose to fund capital projects that *were not* eligible for funding from FEMA public assistance. The maximum amount allowable for each county is just over \$9 million and each entity may receive a maximum of \$2.5 million. After reviewing the application requirements, I submitted two grants on the Town's behalf. The first was to offset some costs associated with our planned police department project with a full request of the \$2.5 million. The second application was for \$235,000 to pay for the purchase of a new brush (or knuckleboom) truck. As you know, the Town's knuckleboom truck was used extensively during recovery but because it was not damaged, we were not eligible to receive FEMA PA funding for it. The Town's Police Department building project encompasses a new Emergency Operations Center (EOC) which was vitally needed during Helene and is something the Town does not currently have. We should receive information regarding these applications by the end of December.

FEMA Reimbursement Updates: We continue to work with our FEMA and state emergency management partners and have all reimbursable projects submitted. The total reimbursements in process and submitted for the Town total nearly \$5MM.

The most recently finalized projects finalized are as follows:

Right of Way Removal after 3/24/25 - \$1,430,741.88

Waterway Removal after 3/24/25 - \$627,945.95

Commercial Property Debris Removal - \$90,476.65

The above totals \$2,149,164.48. The Town is also awaiting \$2,503,430.96 in a previous request for the right of way removal work prior to 3/24/25. This total amount, \$4,652,595.44, is (at this time) everything left to be reimbursed for debris removal. Once all reimbursements are received, the total amount reimbursed by FEMA for debris removal will equal \$10,628,066.20.

Helene Cashflow Loan Flexibility: The Town has accepted just over \$2 million from the NC Treasurer's Office as part of the Helene Cashflow loan program. We received information in late November that the General Assembly amended legislation regarding the loan payback schedule. Towns who incurred FEMA reimbursable damages equal to or over 100% of their General Fund budget are able to ask for loan repayment to be deferred (and not begin) until 2030. The Town

certainly qualifies for this, as our reimbursable damages are nearly 150 percent our regular budget. We are awaiting further information from the State Treasurer's Office on what is needed to advance this amendment. Once that information is available, we will bring that proposal to the Board.

CodeRED Issues: During the last half of November, the Town was informed (along with many other local government entities) that the CodeRED system had been compromised. The vendor that operates CodeRED, Onsolve, immediately took the system entirely offline to ensure that minimal user data was accessed. The Town published information about this change on our website and has been unable to send any messages or notifications until earlier this week, when we were brought on line with a new product offered by OnSolve's parent company, Crisis24.

The Town has reviewed the security protocols for the new system and feels secure in this application. Crisis24 has spent the past several weeks migrating the Town's existing data to the new system and we will be sending out information in our next newsletter on the new methods in which citizens can access their account to set preferences on how they receive communications from the Town. Finally, while no direct user data (names, addresses, phone numbers, email addresses) are believed to have been compromised, passwords were accessed. Onsolve and Crisis24 are asking anyone who may use the same password for multiple services to change their passwords to ensure other accounts and applications are not breached by these hackers.

AT&T Fiber Project: The AT&T fiber project is likely to commence in the next several weeks. As you will recall from our August meeting, the Board received information from AT&T's local and statewide officials regarding this project and the planned installation. The Town has worked diligently to coordinate the installation process and advised AT&T many times about specific methods to perform this work in town. There is no doubt that there will be substantial disruption as work is ongoing and our latest information from AT&T indicates they will likely have multiple crews working at once all throughout the Town. Town staff will do everything possible to stay on top of this project and ensure we provide timely information to AT&T and our citizens about what is occurring. Prior to work beginning, we will make sure that AT&T has distributed door hangars and provided contact information to residents as promised.

Planning Commission Updates: The Planning Commission held a lengthy meeting in November focused on several substantial projects identified during an earlier joint meeting with the Boards of Commissioners and Adjustment. These items included discussion of the Town's existing ordinances related to noise and construction, and specifically, the separation of the existing regulation into clear and distinct ordinances. They also reviewed the existing lighting ordinance and potential amendments related to the changes in town after Helene that provides more light to "trespass" across properties. Discussion also occurred regarding large, non-residential parcels that do not have easily definable "yards", per the Town's ordinance, and how to potentially create setbacks for those properties based on their property line with private, residential properties or with public roads. These items are all works in progress and the Commission will convene again in February to discuss further. In the meantime, if there are thoughts, questions, or additional work items the Board of Commissioners would like them to review, please let me know.

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
3010 Ad Valorem Tax						
Revenue						
10 General Fund						
3010 Ad Valorem Tax						
10-3010-0000 AD VALOREM TAXES (PROPERTY)	3,046,790.00	3,057,337.77	3,057,337.77	0.00	-10,547.77	100
10-3010-0100 AD VALOREM TAXES (DMV)	135,794.00	52,616.02	52,616.02	0.00	83,177.98	39
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	1,262.55	1,262.55	0.00	3,737.45	25
3010 Ad Valorem Tax Subtotal	\$3,187,584.00	\$3,111,216.34	\$3,111,216.34	\$0.00	\$76,367.66	98
10 General Fund Subtotal	\$3,187,584.00	\$3,111,216.34	\$3,111,216.34	\$0.00	\$76,367.66	98
Revenue Subtotal	\$3,187,584.00	\$3,111,216.34	\$3,111,216.34	\$0.00	\$76,367.66	98
After Transfers	Excess Of Revenue Subtotal	\$3,187,584.00	\$3,111,216.34	\$0.00		98
3020 Unrestricted Intergovernm						
Revenue						
10 General Fund						
3020 Unrestricted Intergovernm						
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	268,000.00	57,690.36	57,690.36	0.00	210,309.64	22
10-3020-0100 ALCOHOL BEVERAGE TAX	6,500.00	0.00	0.00	0.00	6,500.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	833,595.00	309,303.71	309,303.71	0.00	524,291.29	37
10-3020-0300 1/2 CENT SALES TAX A.40	349,435.00	142,947.80	142,947.80	0.00	206,487.20	41
10-3020-0400 1/2 CENT SALES TAX A.42	429,574.00	165,526.20	165,526.20	0.00	264,047.80	39
10-3020-0600 SALES TAX REFUND	30,000.00	0.00	0.00	0.00	30,000.00	0
10-3020-0700 GASOLINE TAX REFUND	5,000.00	0.00	0.00	0.00	5,000.00	0
3020 Unrestricted Intergovernm Subtotal	\$1,922,104.00	\$675,468.07	\$675,468.07	\$0.00	\$1,246,635.93	35
10 General Fund Subtotal	\$1,922,104.00	\$675,468.07	\$675,468.07	\$0.00	\$1,246,635.93	35
Revenue Subtotal	\$1,922,104.00	\$675,468.07	\$675,468.07	\$0.00	\$1,246,635.93	35
After Transfers	Excess Of Revenue Subtotal	\$1,922,104.00	\$675,468.07	\$0.00		35
3030 Restricted Intergovernmen						
Revenue						
10 General Fund						
3030 Restricted Intergovernmen						
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,000.00	541.82	541.82	0.00	458.18	54
10-3030-0100 POWELL BILL	81,000.00	39,871.06	39,871.06	0.00	41,128.94	49
3030 Restricted Intergovernmen Subtotal	\$82,000.00	\$40,412.88	\$40,412.88	\$0.00	\$41,587.12	49
10 General Fund Subtotal	\$82,000.00	\$40,412.88	\$40,412.88	\$0.00	\$41,587.12	49
Revenue Subtotal	\$82,000.00	\$40,412.88	\$40,412.88	\$0.00	\$41,587.12	49
After Transfers	Excess Of Revenue Subtotal	\$82,000.00	\$40,412.88	\$0.00		49
3040 Permits & Fees						
Revenue						
10 General Fund						
3040 Permits & Fees						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-3040-0000 ZONING PERMITS	42,000.00	48,885.00	48,885.00	0.00	-6,885.00	116
10-3040-0100 DOG LICENSE FEE	1,500.00	55.00	55.00	0.00	1,445.00	4
3040 Permits & Fees Subtotal	\$43,500.00	\$48,940.00	\$48,940.00	\$0.00	-\$5,440.00	113
10 General Fund Subtotal	\$43,500.00	\$48,940.00	\$48,940.00	\$0.00	-\$5,440.00	113
Revenue Subtotal	\$43,500.00	\$48,940.00	\$48,940.00	\$0.00	-\$5,440.00	113
After Transfers Excess Of Revenue Subtotal	\$43,500.00	\$48,940.00	\$48,940.00	\$0.00		113
3050 Investment Earnings						
Revenue						
10 General Fund						
3050 Investment Earnings						
10-3050-0000 INTEREST EARNED	175,000.00	30,855.07	30,855.07	0.00	144,144.93	18
3050 Investment Earnings Subtotal	\$175,000.00	\$30,855.07	\$30,855.07	\$0.00	\$144,144.93	18
10 General Fund Subtotal	\$175,000.00	\$30,855.07	\$30,855.07	\$0.00	\$144,144.93	18
Revenue Subtotal	\$175,000.00	\$30,855.07	\$30,855.07	\$0.00	\$144,144.93	18
After Transfers Excess Of Revenue Subtotal	\$175,000.00	\$30,855.07	\$30,855.07	\$0.00		18
3060 Miscellaneous						
Revenue						
10 General Fund						
3060 Miscellaneous						
10-3060-0100 AMERICAN TOWER AGREEMENT	38,000.00	1,600.00	1,600.00	0.00	36,400.00	4
10-3060-0200 MISCELLANEOUS	25,000.00	40,428.14	40,800.13	-371.99	-15,800.13	163
10-3060-0300 INSURANCE REIMBURSEMENT	0.00	1,000.00	1,000.00	0.00	-1,000.00	*100
3060 Miscellaneous Subtotal	\$63,000.00	\$43,028.14	\$43,400.13	-\$371.99	\$19,599.87	69
10 General Fund Subtotal	\$63,000.00	\$43,028.14	\$43,400.13	-\$371.99	\$19,599.87	69
Revenue Subtotal	\$63,000.00	\$43,028.14	\$43,400.13	-\$371.99	\$19,599.87	69
After Transfers Excess Of Revenue Subtotal	\$63,000.00	\$43,028.14	\$43,028.14	-\$371.99		68
3290						
Revenue						
30 Water & Sewer Fund						
3290						
30-3290-0000 INTEREST EARNED	4,000.00	1,941.93	1,941.93	0.00	2,058.07	49
3290 Subtotal	\$4,000.00	\$1,941.93	\$1,941.93	\$0.00	\$2,058.07	49
30 Water & Sewer Fund Subtotal	\$4,000.00	\$1,941.93	\$1,941.93	\$0.00	\$2,058.07	49
Revenue Subtotal	\$4,000.00	\$1,941.93	\$1,941.93	\$0.00	\$2,058.07	49
After Transfers Excess Of Revenue Subtotal	\$4,000.00	\$1,941.93	\$1,941.93	\$0.00		49
3350 Commissions, Sw Chg Coll						
Revenue						
30 Water & Sewer Fund						
3350 Commissions, Sw Chg Coll						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	10,000.00	5,788.45	5,788.45	0.00	4,211.55	58
3350 Commissions, Sw Chg Coll Subtotal	\$10,000.00	\$5,788.45	\$5,788.45	\$0.00	\$4,211.55	58
30 Water & Sewer Fund Subtotal	\$10,000.00	\$5,788.45	\$5,788.45	\$0.00	\$4,211.55	58
Revenue Subtotal	\$10,000.00	\$5,788.45	\$5,788.45	\$0.00	\$4,211.55	58
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$5,788.45	\$5,788.45	\$0.00		58
3500 Other Financing						
Other Financing Source						
10 General Fund						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	15,000.00	16,625.00	16,625.00	0.00	-1,625.00	111
10-3500-0300 TRANSFER FROM FUND BALANCE	500,000.00	0.00	0.00	0.00	500,000.00	0
10-3500-0500 GRANT (GOVERNMENTAL) FUNDS	30,000.00	0.00	0.00	0.00	30,000.00	0
10-3500-0700 INTERGOVERNMENTAL LOAN (RESTRIC	0.00	15,000.00	15,000.00	0.00	-15,000.00	*100
3500 Other Financing Subtotal	\$545,000.00	\$31,625.00	\$31,625.00	\$0.00	\$513,375.00	6
10 General Fund Subtotal	\$545,000.00	\$31,625.00	\$31,625.00	\$0.00	\$513,375.00	6
Other Financing Source Subtotal	\$545,000.00	\$31,625.00	\$31,625.00	\$0.00	\$513,375.00	6
After Transfers Excess Of Revenue Subtotal	\$545,000.00	\$31,625.00	\$31,625.00	\$0.00		6
3710 Water Sales						
Revenue						
30 Water & Sewer Fund						
3710 Water Sales						
30-3710-0000 WATER CHARGES	641,000.00	283,740.35	283,740.35	0.00	357,259.65	44
30-3710-0100 MSD CHARGES	439,130.00	180,897.22	180,897.22	0.00	258,232.78	41
30-3710-0200 AMI TRANSMITTER CHARGES	9,000.00	2,802.80	2,802.80	0.00	6,197.20	31
3710 Water Sales Subtotal	\$1,089,130.00	\$467,440.37	\$467,440.37	\$0.00	\$621,689.63	43
30 Water & Sewer Fund Subtotal	\$1,089,130.00	\$467,440.37	\$467,440.37	\$0.00	\$621,689.63	43
Revenue Subtotal	\$1,089,130.00	\$467,440.37	\$467,440.37	\$0.00	\$621,689.63	43
After Transfers Excess Of Revenue Subtotal	\$1,089,130.00	\$467,440.37	\$467,440.37	\$0.00		43
3730 Water Tap & Connect Fees						
Revenue						
30 Water & Sewer Fund						
3730 Water Tap & Connect Fees						
30-3730-0000 WATER TAP AND CONNECTION FEES	10,000.00	10,630.00	10,630.00	0.00	-630.00	106
3730 Water Tap & Connect Fees Subtotal	\$10,000.00	\$10,630.00	\$10,630.00	\$0.00	-\$630.00	106
30 Water & Sewer Fund Subtotal	\$10,000.00	\$10,630.00	\$10,630.00	\$0.00	-\$630.00	106
Revenue Subtotal	\$10,000.00	\$10,630.00	\$10,630.00	\$0.00	-\$630.00	106
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$10,630.00	\$10,630.00	\$0.00		106
3900						
Other Financing Source						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
40 Capital Project Fund						
3900						
40-3900-4000 FINANCING PROCEEDS-CASHFLOW LO/	0.00	1,335,763.62	1,335,763.62	0.00	-1,335,763.62	*100
3900 Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00	-\$1,335,763.62	*100
40 Capital Project Fund Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00	-\$1,335,763.62	*100
Other Financing Source Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00	-\$1,335,763.62	*100
After Transfers Excess Of Revenue Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00		*100
4200 Administration						
Expenditure						
4200 Administration						
10-4200-0200 SALARIES	383,791.00	184,558.88	184,558.88	0.00	199,232.12	48
10-4200-0500 FICA	29,360.00	14,975.65	14,975.65	0.00	14,384.35	51
10-4200-0600 HEALTH INSURANCE (MEDICAL)	41,748.00	16,245.45	16,245.45	0.00	25,502.55	39
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	13,125.00	3,587.50	3,587.50	0.00	9,537.50	27
10-4200-0675 HEALTH REIMBURSEMENT ACC	7,500.00	2,500.00	2,500.00	0.00	5,000.00	33
10-4200-0700 LGERS RETIREMENT	80,712.00	41,717.89	41,717.89	0.00	38,994.11	52
10-4200-0800 401K SUPP RETIREMENT	19,190.00	8,885.28	8,885.28	0.00	10,304.72	46
10-4200-1000 ACCOUNTING & TAXES	60,000.00	60,603.30	60,603.30	0.00	-603.30	101
10-4200-1200 POSTAGE, PRINTING, STATIONARY	12,500.00	4,676.08	4,676.08	0.00	7,823.92	37
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	9,225.00	9,225.00	0.00	12,375.00	43
10-4200-1500 BLDG & GRNDS MAINTENANCE	15,000.00	0.00	0.00	0.00	15,000.00	0
10-4200-1700 MAINTENANCE/REPAIRS-VEHICLES	0.00	258.68	258.68	0.00	-258.68	*100
10-4200-3300 SUPPLIES AND EQUIPMENT	15,000.00	2,268.71	2,268.71	0.00	12,731.29	15
10-4200-5300 DUES & FEES	12,000.00	5,842.45	6,392.45	550.00	5,607.55	53
10-4200-5700 MISCELLANEOUS	5,000.00	179.95	179.95	0.00	4,820.05	4
10-4200-6500 STAFF DEVELOPMENT	25,000.00	6,814.80	8,562.80	1,748.00	16,437.20	34
10-4200-6600 CAPITAL IMPROVEMENT & AMORT	20,000.00	0.00	0.00	0.00	20,000.00	0
10-4200-8200 DEBT SERVICE LEASES-PRINCIPAL	6,600.00	3,827.50	3,827.50	0.00	2,772.50	58
10-4200-8201 DEBT SERVICE LEASES-INTEREST	2,400.00	0.00	0.00	0.00	2,400.00	0
4200 Administration Subtotal	\$770,526.00	\$366,167.12	\$368,465.12	\$2,298.00	\$402,060.88	48
Expenditure Subtotal	\$770,526.00	\$366,167.12	\$368,465.12	\$2,298.00	\$402,060.88	48
Before Transfers Deficiency Of Revenue Subtotal	-\$770,526.00	-\$366,167.12	-\$366,167.12	-\$2,298.00		48
After Transfers Deficiency Of Revenue Subtotal	-\$770,526.00	-\$366,167.12	-\$366,167.12	-\$2,298.00		48
4400						
Revenue						
40 Capital Project Fund						
4400						
40-4400-1200 FEMA GRANT REIMBURSEMENT	0.00	211,808.63	211,808.63	0.00	-211,808.63	*100
4400 Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00	-\$211,808.63	*100

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
40 Capital Project Fund Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00	-\$211,808.63	*100
Revenue Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00	-\$211,808.63	*100
After Transfers Excess Of Revenue Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00		*100
5100 Police Department						
Expenditure						
5100 Police Department						
10-5100-0200 SALARIES	1,257,901.00	576,618.99	576,618.99	0.00	681,282.01	46
10-5100-0300 OVERTIME	0.00	634.59	634.59	0.00	-634.59	*100
10-5100-0400 SEPARATION ALLOWANCE	32,000.00	0.00	0.00	0.00	32,000.00	0
10-5100-0500 FICA	96,229.00	47,288.22	47,288.22	0.00	48,940.78	49
10-5100-0600 HEALTH INSURANCE (MEDICAL)	141,944.00	61,726.49	61,726.49	0.00	80,217.51	43
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	9,916.55	9,916.55	0.00	25,783.45	28
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	10,125.00	10,125.00	0.00	15,375.00	40
10-5100-0700 LGERS RETIREMENT	286,298.00	130,770.81	130,770.81	0.00	155,527.19	46
10-5100-0800 401K SUPP RETIREMENT	62,895.00	27,226.25	27,226.25	0.00	35,668.75	43
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	659.31	659.31	0.00	9,340.69	7
10-5100-1600 MAINT/REPAIR - EQUIPMENT	5,000.00	2,280.82	2,280.82	0.00	2,719.18	46
10-5100-1700 MAINT/REPAIR - VEHICLES	25,000.00	17,474.65	17,474.65	0.00	7,525.35	70
10-5100-3100 MOTOR FUELS	21,000.00	8,152.55	8,152.55	0.00	12,847.45	39
10-5100-3300 SUPPLIES	10,000.00	4,971.32	5,130.64	159.32	4,869.36	51
10-5100-3600 UNIFORMS	25,000.00	3,407.74	3,741.68	333.94	21,258.32	15
10-5100-3700 SOFTWARE	15,000.00	5,335.28	9,599.54	4,264.26	5,400.46	64
10-5100-3800 TECHNOLOGY	100,000.00	31,338.20	66,938.40	35,600.20	33,061.60	67
10-5100-5700 MISCELLANEOUS	1,000.00	6,958.14	6,958.14	0.00	-5,958.14	696
10-5100-5800 PHYSICAL EXAMS	5,000.00	0.00	350.00	350.00	4,650.00	7
10-5100-6500 STAFF DEVELOPMENT	15,000.00	5,457.00	6,519.08	1,062.08	8,480.92	43
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	75,000.00	40,316.40	44,316.40	4,000.00	30,683.60	59
10-5100-8200 DEBT SERVICE-LEASE	72,000.00	26,733.22	26,733.22	0.00	45,266.78	37
10-5100-8201 DEBT SERVICE-INTEREST	4,800.00	0.00	0.00	0.00	4,800.00	0
5100 Police Department Subtotal	\$2,322,267.00	\$1,017,391.53	\$1,063,161.33	\$45,769.80	\$1,259,105.67	46
Expenditure Subtotal	\$2,322,267.00	\$1,017,391.53	\$1,063,161.33	\$45,769.80	\$1,259,105.67	46
Before Transfers Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$1,017,391.53	-\$1,017,391.53	-\$45,769.80		44
After Transfers Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$1,017,391.53	-\$1,017,391.53	-\$45,769.80		44
5200 Fire Services						
Expenditure						
5200 Fire Services						
10-5200-0000 FIRE CONTRACT	425,000.00	212,500.00	212,500.00	0.00	212,500.00	50
5200 Fire Services Subtotal	\$425,000.00	\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	50

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
Expenditure Subtotal	\$425,000.00	\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	50
Before Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$212,500.00	-\$212,500.00	\$0.00	50
After Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$212,500.00	-\$212,500.00	\$0.00	50
5600 Public Works						
Expenditure						
5600 Public Works						
10-5600-0200 SALARIES	286,246.00	136,557.23	136,557.23	0.00	149,688.77	48
10-5600-0500 FICA	21,898.00	11,066.22	11,066.22	0.00	10,831.78	51
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	41,748.00	17,338.95	17,338.95	0.00	24,409.05	42
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	2,859.60	2,859.60	0.00	7,640.40	27
10-5600-0675 HRA HEALTH REIMB ACCT	9,000.00	2,812.50	2,812.50	0.00	6,187.50	31
10-5600-0700 LGERS RETIREMENT	60,198.00	30,794.23	30,794.23	0.00	29,403.77	51
10-5600-0800 401K SUPP RETIREMENT	14,312.00	6,373.35	6,373.35	0.00	7,938.65	45
10-5600-1300 STREETLIGHTS ELECTRIC	15,000.00	6,330.95	6,330.95	0.00	8,669.05	42
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	41,916.73	61,892.81	19,976.08	-51,892.81	619
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	50,000.00	7,711.74	7,830.69	118.95	42,169.31	16
10-5600-1700 MAINT/REPAIR - VEHICLES	10,000.00	3,784.04	3,784.04	0.00	6,215.96	38
10-5600-3100 MOTOR FUELS	18,750.00	6,521.97	6,521.97	0.00	12,228.03	35
10-5600-3300 SUPPLIES	10,000.00	2,835.11	2,835.11	0.00	7,164.89	28
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	450.00	1,100.00	650.00	-100.00	110
10-5600-3600 UNIFORMS	10,000.00	859.82	2,835.22	1,975.40	7,164.78	28
10-5600-3800 TECHNOLOGY	2,000.00	794.53	794.53	0.00	1,205.47	40
10-5600-5200 PARKS	50,000.00	3,009.58	5,384.98	2,375.40	44,615.02	11
10-5600-5202 GREENWOOD PARK STREAM RESTORA	30,000.00	0.00	0.00	0.00	30,000.00	0
10-5600-5800 PHYSICAL EXAMS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5600-5900 MISCELLANEOUS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5600-6000 CAPITAL OUTLAY	25,000.00	0.00	0.00	0.00	25,000.00	0
10-5600-6500 STAFF DEVELOPMENT	5,000.00	7,831.06	8,051.06	220.00	-3,051.06	161
40-5600-7402 CATEGORY A- DEBRIS	0.00	1,903,205.77	1,903,205.77	0.00	-1,903,205.77	*100
5600 Public Works Subtotal	\$686,652.00	\$2,193,053.38	\$2,218,369.21	\$25,315.83	-\$1,531,717.21	323
Expenditure Subtotal	\$686,652.00	\$2,193,053.38	\$2,218,369.21	\$25,315.83	-\$1,531,717.21	323
Before Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$2,193,053.38	-\$2,193,053.38	-\$25,315.83	319
After Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$2,193,053.38	-\$2,193,053.38	-\$25,315.83	319
5700 Streets & Transportation						
Expenditure						
5700 Streets & Transportation						
10-5700-1600 MAINT / REPAIR-EQUIPMENT	5,000.00	1,192.59	1,192.59	0.00	3,807.41	24
10-5700-1700 VEHICLE REPAIRS - STREET DEPT.	1,000.00	5,589.38	5,589.38	0.00	-4,589.38	559
10-5700-2200 CONTRACTS- PAVING & STRIPING	200,000.00	79,687.50	79,687.50	0.00	120,312.50	40

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5700-2300 SUPPLIES	10,000.00	4,027.17	5,741.14	1,713.97	4,258.86	57
10-5700-2400 TRAFFIC SIGNS	500.00	0.00	0.00	0.00	500.00	0
10-5700-2500 STORM WATER DRAINAGE	200,000.00	17,120.85	17,345.85	225.00	182,654.15	9
10-5700-6500 STAFF DEVELOPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-7400 CAPITAL EQUIPMENT PURCHASES	30,000.00	0.00	0.00	0.00	30,000.00	0
10-5700-7500 ENGINEERING	25,000.00	33,389.25	33,389.25	0.00	-8,389.25	134
10-5700-8200 DEBT SERVICE LEASES-PRINCIPAL	10,800.00	12,700.38	12,700.38	0.00	-1,900.38	118
10-5700-8201 DEBT SERVICE LEASES-INTEREST	4,800.00	0.00	0.00	0.00	4,800.00	0
5700 Streets & Transportation Subtotal	\$492,100.00	\$153,707.12	\$155,646.09	\$1,938.97	\$336,453.91	32
Expenditure Subtotal	\$492,100.00	\$153,707.12	\$155,646.09	\$1,938.97	\$336,453.91	32
Before Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$153,707.12	-\$153,707.12	-\$1,938.97	31
After Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$153,707.12	-\$153,707.12	-\$1,938.97	31
5800 Sanitation & Recycling						
Expenditure						
5800 Sanitation & Recycling						
10-5800-0200 SALARIES	153,718.00	70,809.06	70,809.06	0.00	82,908.94	46
10-5800-0500 FICA	11,759.00	5,986.70	5,986.70	0.00	5,772.30	51
10-5800-0600 HEALTH INSURANCE (MEDICAL)	25,012.00	11,027.75	11,027.75	0.00	13,984.25	44
10-5800-0650 DENTAL,VISION, LIFE INSURANCE	6,300.00	1,689.00	1,689.00	0.00	4,611.00	27
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	1,875.00	1,875.00	0.00	2,625.00	42
10-5800-0700 LGERS RETIREMENT	60,198.00	15,265.74	15,265.74	0.00	44,932.26	25
10-5800-0800 401K SUPP RETIREMENT	14,312.00	3,309.62	3,309.62	0.00	11,002.38	23
10-5800-1700 MAINT/REPAIRS - VEHICLES	50,000.00	11,139.17	11,289.47	150.30	38,710.53	23
10-5800-3100 MOTOR FUELS	31,200.00	5,711.97	5,711.97	0.00	25,488.03	18
10-5800-3300 SUPPLIES	1,500.00	864.18	864.18	0.00	635.82	58
10-5800-3800 TECHNOLOGY	1,000.00	610.05	610.05	0.00	389.95	61
10-5800-6000 CAPITAL OUTLAY	150,000.00	0.00	0.00	0.00	150,000.00	0
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	33,750.00	10,626.61	10,626.61	0.00	23,123.39	31
10-5800-8100 RECYCLING	10,000.00	3,079.58	3,079.58	0.00	6,920.42	31
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	54,000.00	19,461.64	19,461.64	0.00	34,538.36	36
10-5800-8300 DUMPSTER FEES	26,400.00	13,252.43	13,252.43	0.00	13,147.57	50
5800 Sanitation & Recycling Subtotal	\$633,649.00	\$174,708.50	\$174,858.80	\$150.30	\$458,790.20	28
Expenditure Subtotal	\$633,649.00	\$174,708.50	\$174,858.80	\$150.30	\$458,790.20	28
Before Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$174,708.50	-\$174,708.50	-\$150.30	28
After Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$174,708.50	-\$174,708.50	-\$150.30	28
6600 General Government						
Expenditure						
6600 General Government						
10-6600-0401 LEGAL SERVICES	30,000.00	9,875.00	9,875.00	0.00	20,125.00	33

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REVENUE & EXPENDITURE STATEMENT
07/01/2025 To 11/30/2025

Town of Biltmore Forest
FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-6600-0402 ARCHITECTURAL SERVICES	0.00	27,401.00	27,401.00	0.00	-27,401.00	*100
10-6600-1100 TECHNOLOGY	150,000.00	58,072.91	58,072.91	0.00	91,927.09	39
10-6600-1300 MUNICIPAL UTILITIES	26,000.00	7,807.90	7,807.90	0.00	18,192.10	30
10-6600-1500 GE. REPS. AND MAINT.	35,000.00	12,054.51	12,257.61	203.10	22,742.39	35
10-6600-5400 INSURANCE	131,250.00	120,359.53	120,359.53	0.00	10,890.47	92
10-6600-6000 CONTINGENCY	62,707.00	0.00	0.00	0.00	62,707.00	0
10-6600-6100 MISCELLANEOUS	5,000.00	3,078.43	3,078.43	0.00	1,921.57	62
10-6600-6200 EMERGENCY EXPENSES	5,000.00	0.00	0.00	0.00	5,000.00	0
10-6600-6201 CORPORATE WELLNESS	12,000.00	300.00	300.00	0.00	11,700.00	3
10-6600-6300 COMMUNITY EVENTS	50,000.00	19,057.64	19,365.27	307.63	30,634.73	39
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	672.48	672.48	0.00	4,327.52	13
10-6600-6500 FOREST MANAGEMENT	75,000.00	25,412.62	25,412.62	0.00	49,587.38	34
6600 General Government Subtotal	\$586,957.00	\$284,092.02	\$284,602.75	\$510.73	\$302,354.25	48
Expenditure Subtotal	\$586,957.00	\$284,092.02	\$284,602.75	\$510.73	\$302,354.25	48
Before Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$284,092.02	-\$284,092.02	-\$510.73	48
After Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$284,092.02	-\$284,092.02	-\$510.73	48
6700 Debt Service						
Expenditure						
6700 Debt Service						
10-6700-0500 Public Works Building-Principal	84,211.00	42,105.26	42,105.26	0.00	42,105.74	50
10-6700-0600 NCDEQ LOAN STRM REST	14,600.00	0.00	0.00	0.00	14,600.00	0
10-6700-1500 Public Works Building-Interest	9,500.00	4,951.59	4,951.59	0.00	4,548.41	52
6700 Debt Service Subtotal	\$108,311.00	\$47,056.85	\$47,056.85	\$0.00	\$61,254.15	43
Expenditure Subtotal	\$108,311.00	\$47,056.85	\$47,056.85	\$0.00	\$61,254.15	43
Before Transfers	Deficiency Of Revenue Subtotal	-\$108,311.00	-\$47,056.85	-\$47,056.85	\$0.00	43
After Transfers	Deficiency Of Revenue Subtotal	-\$108,311.00	-\$47,056.85	-\$47,056.85	\$0.00	43
8100 Water Dept.						
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	215,843.00	79,403.63	79,403.63	0.00	136,439.37	37
30-8100-0400 PROFESSIONAL SERVICES	5,000.00	12,665.00	14,796.00	2,131.00	-9,796.00	296
30-8100-0500 FICA	16,512.00	6,523.45	6,523.45	0.00	9,988.55	40
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	9,774.60	9,774.60	0.00	-9,774.60	*100
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	1,860.70	1,860.70	0.00	-1,860.70	*100
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	1,562.50	1,562.50	0.00	-1,562.50	*100
30-8100-0700 LGERS RETIREMENT	43,773.00	18,216.94	18,216.94	0.00	25,556.06	42
30-8100-0800 401K SUPP. RETIREMENT	10,792.00	4,781.45	4,781.45	0.00	6,010.55	44
30-8100-1200 POSTAGE, PRINTING, & STATIONARY	2,000.00	588.24	588.24	0.00	1,411.76	29
30-8100-1500 GENERAL REPAIRS	10,000.00	1,426.98	1,426.98	0.00	8,573.02	14

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 11/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	6,286.40	6,286.40	0.00	8,713.60	42
30-8100-4800 WATER PURCHASES	256,748.00	117,976.91	117,976.91	0.00	138,771.09	46
30-8100-4900 SEWER PURCHASES	439,130.00	161,855.27	161,855.27	0.00	277,274.73	37
30-8100-5000 AMI TRANSMITTER FEES	9,000.00	3,820.76	3,820.76	0.00	5,179.24	42
30-8100-5700 MISCELLANEOUS	2,500.00	1,109.00	1,109.00	0.00	1,391.00	44
30-8100-6500 STAFF DEVELOPMENT	2,500.00	0.00	675.00	675.00	1,825.00	27
30-8100-7400 CAPITAL IMPROVEMENT	84,331.00	0.00	0.00	0.00	84,331.00	0
8100 Water Dept. Subtotal	\$1,113,129.00	\$427,851.83	\$430,657.83	\$2,806.00	\$682,471.17	39
Expenditure Subtotal	\$1,113,129.00	\$427,851.83	\$430,657.83	\$2,806.00	\$682,471.17	39
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$427,851.83	-\$427,851.83	-\$2,806.00	38
After Transfers	Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$427,851.83	-\$427,851.83	-\$2,806.00	38



Reappraisal 2026 - Town of Biltmore Forest

Presented by

Eric Cregger

Assessor



Assessment Basics

All taxable personal property and real estate must be listed (reported to Assessment) by the property owner.

Assessing offices are responsible for the listing and assessment of all real and personal property and implementing tax relief and Present-Use Value programs on behalf of the State of North Carolina.

Personal property is valued as of January 1st of **each** year and real estate is valued as of January 1st of the **reappraisal** year.

- nearly 135,000 parcels
- 7,000 exemption or tax relief accounts
- 9,000 business accounts (machinery, equipment, furniture)
- 9,000 individual accounts (mobile homes, trailers, airplanes, boats)
- 250,000 registered motor vehicles
- Over 9,000 rental accounts



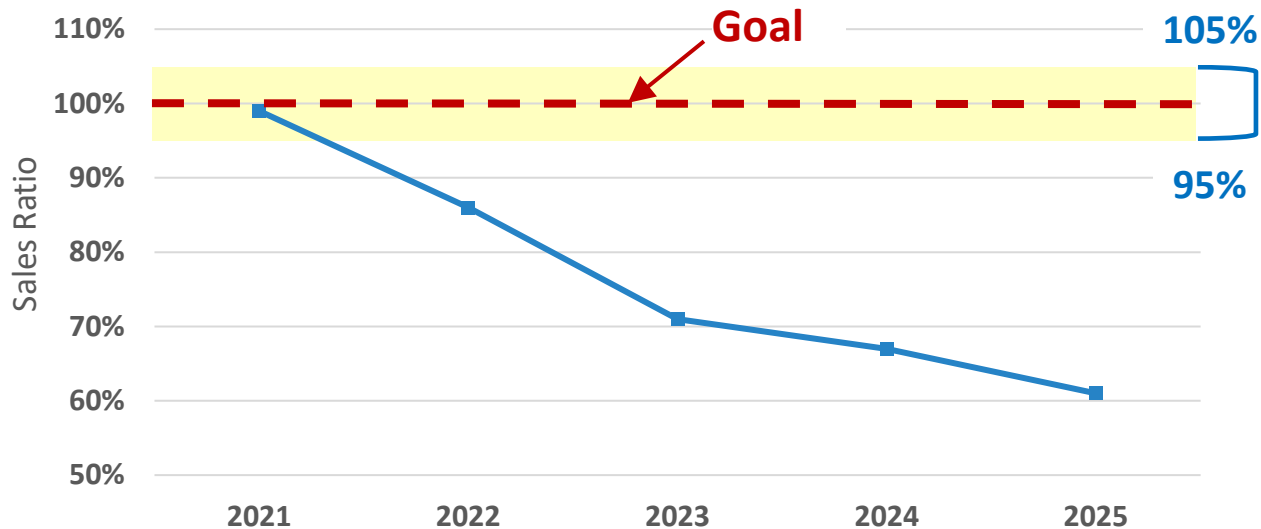
What is Reappraisal?

- Process where all property (land and buildings) in the County is revalued to its current market value as of Jan. 1. NC General Statute **§105-286 requires counties to reappraise all real property at least once every eight years**. This statute also authorizes counties to reappraise more frequently than every eight years.
- Buncombe County attempts to reappraise all real property on a **four-year schedule**. The 2025 reappraisal was delayed due to Helene. The next reappraisal is effective **Jan. 1, 2026**. Current values are still **2021** values.
- North Carolina law, NCGS §105-283, requires that real property be valued at its true value in money, meaning market value. **Properties are appraised at 100% of market value based on the most recent qualified sales that occurred leading up to the reappraisal date.**



Why Do Reappraisal?

$$\frac{\text{Assessed Value}}{\text{Sale Price}} = \text{Sales Ratio}$$



NCDOR requires us to do so

Notice received to perform reappraisal in 3 years on 01/01/2023.

Equalization and fairness

Market value does not change at the same rate for all properties in all market areas within the County.

Assessment level will vary depending on the type of property and its location.



Mass Appraisal

Reappraisal is completed using mass appraisal methodology. *The grouping of geographically and characteristically similar properties together and applying the most relevant approach to value.*

Three Approaches to Value



Cost Approach

Most useful valuation tool for unique properties that rarely sale.

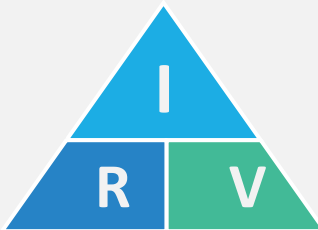
- *Churches, Specialized Industrial, Government*



Sales Comparison

Most useful for types of properties with significant market activity.

- *Single-family homes, condominiums, townhomes*



Income Approach

Standard valuation method for commercially leased and income-producing properties.

- *Apartments, Hotels, Offices, Warehouses, Stores*



Reappraisal Goals

Goals are based on recommendations from the ADHOC Reappraisal Committee, Keene Study, and our appraisal team.

- Outreach and education
- Improvements in data quality
- Dedicated focus on luxury and modest properties
- Site visit all parcels specified in study with potential data quality issues.
- Data modeling for more accurate valuations
- Modernize workflow and address staffing concerns
- Refine land and building valuation processes
- Depreciation audits and upgrades
- Market area re-delineation
- Transparency audits and measures

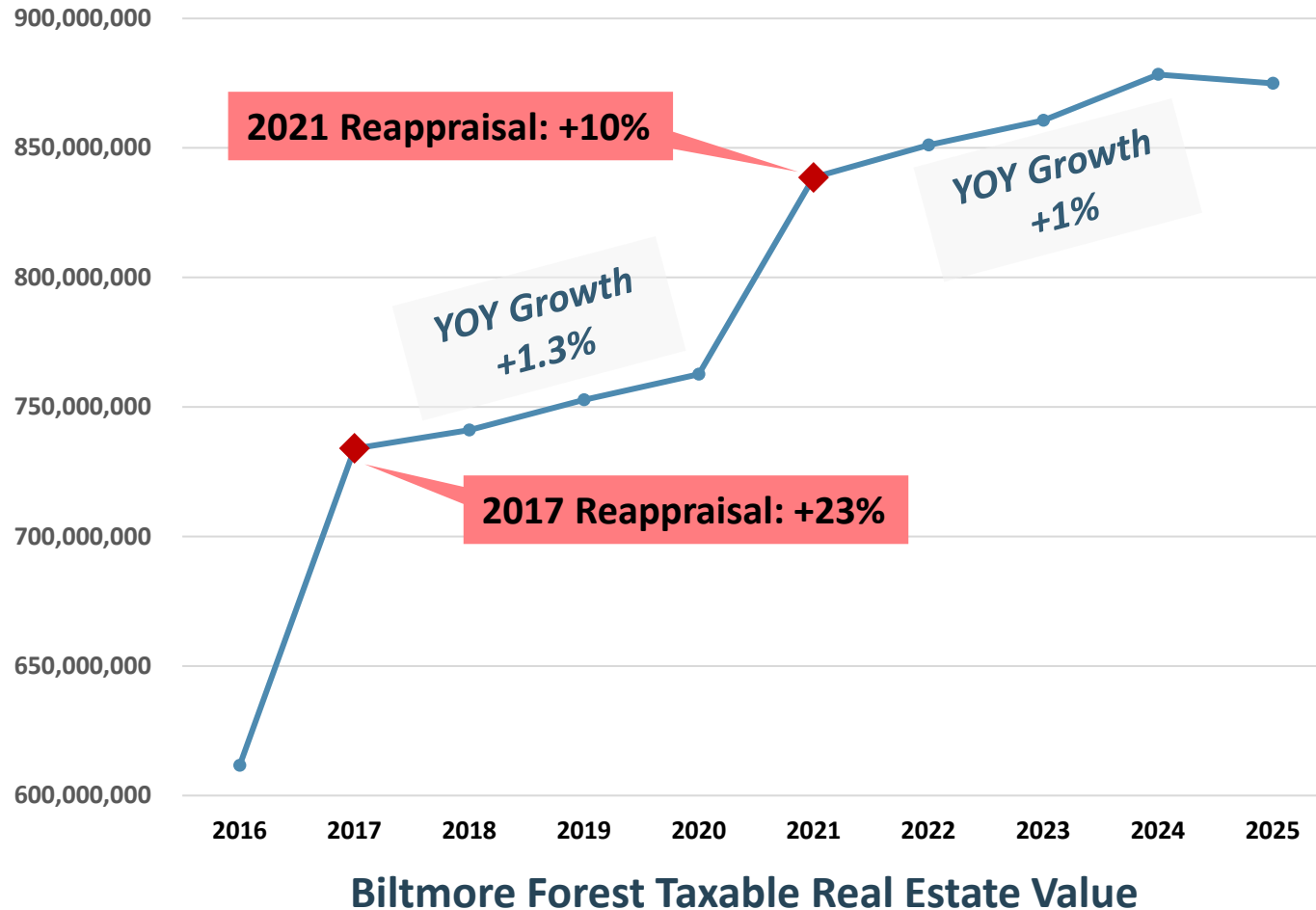
“Pretty good” data results in a “Pretty good” reappraisal.



CERTIFICATE OF EXCELLENCE IN
ASSESSMENT ADMINISTRATION



What You Need To Know



Property values will change

- Values can change every year on properties with improvements and new construction but are **not** set to **current** market.
- Value change is more drastic during reappraisal year due to the adjustment to current market value.

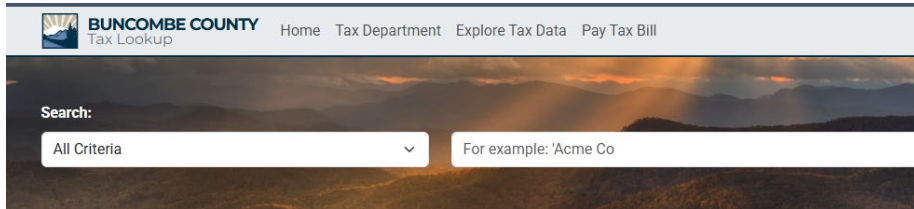
Reappraisal is not a method to increase revenues

- Assessors set market value as required by statute.
- Rates are set by local boards and budget offices.

When percentages of change for areas in the County are reported by the Assessor, that does not mean all owners in the area will see that increase.



What You Need To Know



Popular Tax Resources



***Make sure your property record is up to date:
tax.buncombenc.gov.***

***Learn more about reappraisal:
www.buncombenc.gov/myvaluebc***

Notices will be mailed to all real estate property owners

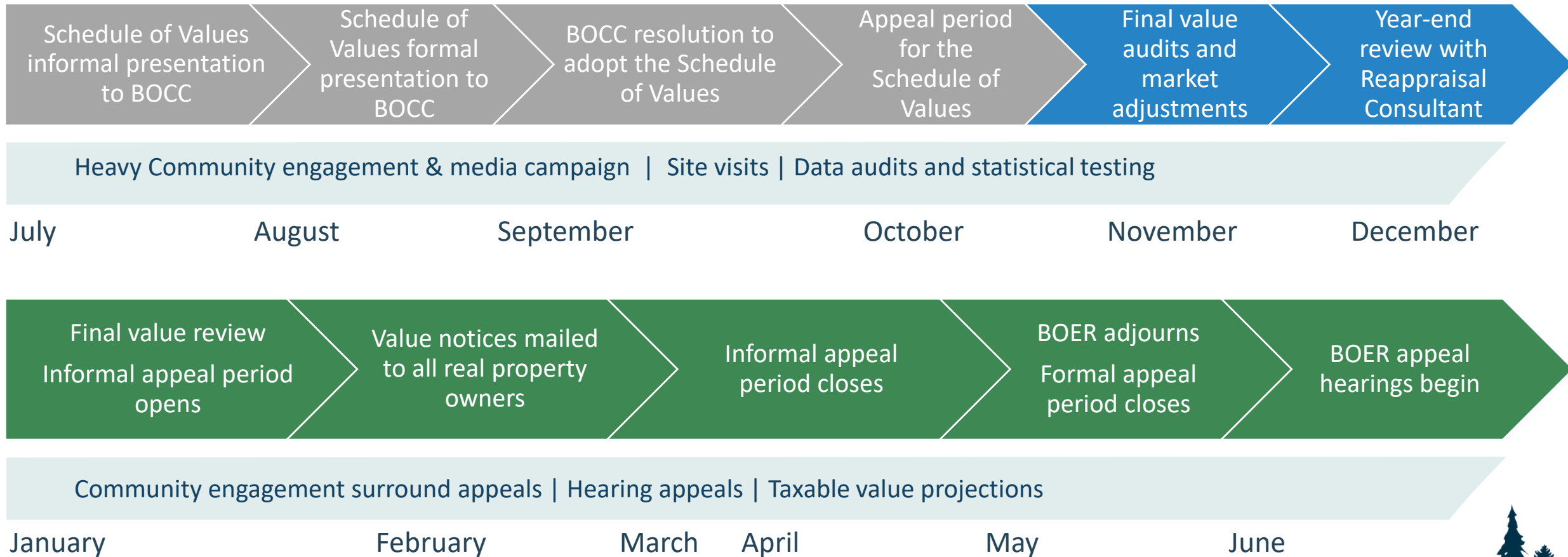
- Reappraisal will be in its final stages in January.
- Expect the notices in your mailbox mid to late February.
- Values will be visible online at the same time.
- The notices will have information about your property along with instructions on how to appeal your property.

Property owners can appeal

- If you disagree with your value, appeal and/or contact our office.
- There are multiple ways to appeal your value:
 - **Online:** tax.buncombenc.gov
 - **Mail:** 182 College St. Asheville, NC 28801
 - **Drop-off** in person or at our drop-box



What's Next?



BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-1

Consideration of Resolution 2025-14

**A Resolution Approving the Construction Manager at Risk
Construction Delivery Method for Building Projects**

Background

The Board of Commissioners directed staff to move forward with securing a Construction Manager at Risk (CMAR) firm for the Town's planned construction projects. Staff issued a Request for Qualifications (RFQ) and received eight (8) qualified submissions. The Town's selection committee interviewed three (3) firms in November and is ready to move forward with a recommendation. Prior to this consideration, however, the Board of Commissioners must approve a resolution confirming the CMAR method and providing a rationale for why this is the appropriate construction delivery method for this project.

Rationale for Construction Manager at Risk Delivery Method

The CMAR method allows for selection of the most qualified contractor for the project by ensuring a cooperative partnership between the Town, architect, and construction company. This method allows an opportunity for involvement of the contractor during the design process for the purpose of providing the architect with feedback on constructability and other design issues. The CMAR method also requires that prequalified subcontractors are used and ensures transparency of the overall bidding and construction process, including the costs incurred by the Construction Manager. The CMAR method has been shown to achieve significant MBE participation during the construction process and results in the consistent completion of projects on schedule.

Finally, the CMAR method delivers a Guaranteed Maximum Price (GMP) to the Town that ensures all costs are known prior to construction. This ensures financing and debt obligations are clear for the Town, citizens, and Local Government Commission.

Action Requested

Staff recommends approval of Resolution 2025-13 and associated Memorandum of Agreement

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

TOWN OF BILTMORE FOREST
BOARD OF COMMISSIONERS

RESOLUTION 2025-14

RESOLUTION APPROVING CONSTRUCTION MANAGEMENT AT RISK CONSTRUCTION DELIVERY METHOD FOR BUILDING PROJECTS

Whereas, the Town of Biltmore Forest Board of Commissioners has reviewed the space needs for the Town's Police Department and Public Works Department over the past three years; and

Whereas, the Board has compared the advantages and disadvantages of using the Construction Management at Risk method for the below projects in lieu of the delivery methods identified in G.S. 143-128(a1)(1) through G. S. 143-128(a1)(3); and

Whereas, the Board finds the Construction Management at Risk method allows for selection of the most qualified contractor for the project; and

Whereas, Construction Management at Risk provides an opportunity for involvement of the contractor during the design process for the purpose of providing the architect with feedback on constructability and other design issues; and

Whereas, Construction Management at Risk requires the Construction Manager to use prequalified subcontractors; and

Whereas, Construction Management at Risk allows for transparency of the overall bidding and construction process, including the costs incurred by the Construction Manager; and

Whereas, Construction Management at Risk has been shown to achieve significant MBE participation during the construction process; and

Whereas, Construction Management at Risk method has resulted in the consistent completion of projects on schedule; and

Whereas, the Board has concluded the Construction Management at Risk method is in the overall best interest of the below projects compared to the use of one of the delivery methods in G.S. 143-128(a1)(1) through G.S. 143-128(a1)(3):

NEW PUBLIC WORKS CAMPUS AND POLICE DEPARTMENT BUILDING

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Town of Biltmore Forest Board of Commissioners selects the above projects for the Construction Management at Risk construction delivery method in accordance with G.S. 143-128.1.

This, the 9th day of December, 2025.

George F. Goosmann, III
Mayor

Attest:

Laura Jacobs
Town Clerk

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-2

**Consideration of Edifice Construction as Selection for
Construction Manager at Risk Firm**

Background

As noted in the earlier agenda item, the Town interviewed construction manager at risk (CMAR) firms for the Town's planned Police Department and Public Works building project. These interviews included three firms and took place on Thursday, November 20. The Selection Committee consisted of Chief Chris Beddingfield, Town Public Works Director Harry Buckner, Public Works Supervisor Mike Dale, Town Attorney Billy Clarke, Telecommunications Director Aslyne Tate, and the Town Manager. The Town's Architect, DP3, was represented by Mr. Kyle Tonkins, and the Town's Civil Engineer, McGill, was represented by Mr. Ben Cathey. The three firms interviewed received the highest collective scores from all eight firms that submitted qualifications.

Recommendation for Edifice Construction

The Town's selection committee unanimously recommends Edifice Construction for the CMAR firm. Edifice has substantial experience in North Carolina and specifically within the CMAR space. They have successfully completed 94 public projects as a CMAR across the Carolinas – most of that in North Carolina – that has encompassed over \$1.8 billion of work and over 10 million square feet of public spaces. Recently, they completed the City of Hendersonville's Police Department, Fire Department, and Parking deck projects; a public services facility for the Town of Mint Hill; the City of Simpsonville (SC) municipal complex (included police department and public services with DP3 as architect); and the Harrisburg, NC public works facility. This is a small sample of their work in public spaces and, specifically, with the detailed work required for police departments and public works facilities. The Selection Committee conducted multiple reference checks on all firms, including calling entities that were not listed as references. Edifice's references were all exceptionally positive and every person indicated they would hire them again, and in fact, most were repeat clients.

Importantly, Edifice has a sterling reputation among sub-contractors and has been named the Sub-Contractor Association's Contractor of the Year. Many sub-contractors have partnered with Edifice on jobs across North Carolina and their work in Hendersonville demonstrates their ability to bring local, quality sub-contractors to work in this region.

For this reason, the Selection Committee unanimously recommends Edifice Construction be selected as the firm's CMAR for this project. If selected, the Town will then begin negotiating with Edifice to deliver an agreeable contract to the Town for this work.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-3

**Consideration of Easement Agreement between Town of
Biltmore Forest and ERC Broadband LLC**

Background

The Town received a request from ERC Broadband for an easement across the northernmost portion of the Town's Vanderbilt Road property. ERC has requested this easement in order to provide redundant fiber to the Biltmore Company via their property on the west side of Vanderbilt Road. The Town has no objections to this easement and ensured during the survey development that it would not impact the Town's planned building project on this parcel, and in fact, this easement provides a "handhold" for the Town to access ERC's fiber connections for our planned public works building on this site.

Staff Recommendation

The Town Attorney has reviewed the easement and the current easement reflects his requested changes. Staff recommends approval for this easement.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this the ____ day of _____ 2025, by and between the Town of Biltmore Forest, hereinafter referred to as “Grantor,” and ERC Broadband LLC dba ERC Broadband, a North Carolina Limited Liability Company, hereafter referred to as “Grantee.”

W I T N E S S E T H:

WHEREAS, Grantor owns a 10.3 acre parcel of property located on Vanderbilt Rd, Asheville, North Carolina recorded in Deed Book 1978, Page 164 at the Buncombe County Registry of Deeds; and

WHEREAS, Grantee wishes to install utilities for fiber optic telecommunications on the Grantor’s property; and

WHEREAS, Grantor wishes to convey to Grantee a permanent right of way easement over Grantor’s property for ingress, egress, installation of fiber optic telecommunications cables and infrastructure; and

WHEREAS, Grantor has approved the granting of this easement.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Grantor hereby grants, dedicates and conveys unto the Grantee, its successors and assigns a right of way easement for ingress, egress and the placement of utilities being located at the southeast corner of the Grantee’s property in Asheville, North Carolina, said right of way being more particularly described as follows:

BEING an easement for a 1’ fiber optic cable with an additional 5’ on either side for maintenance for a total width of 11’. The center line of which is further described as beginning at an unmarked point on the property line with a Northing of 675588.574’ and an Easting of 946878.166’, and ending at an unmarked point on the property line with a Northing of 675590.974’ and an Easting of 946882.055’. As further described in Plat Book ___, Page ___ recorded in the Buncombe County Registry of Deeds (“Plat”).

CONDITIONS

- A. The Grantee shall have the right to construct, operate, maintain, repair, inspect and reconstruct the handholes, utility cabinet and its service power and communication cables within the permanent easement described above and in the Plat together with the right to do all things necessary or convenient thereto.
- B. Grantee shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the utilities in the easement.
- C. The Grantee shall have the right to clear the permanent easement and keep the same cleared at all times, and to remove there from all buildings, structures, improvements, fixtures, brush, trees and other obstructions.
- D. The Grantor shall at all times have the right to use said permanent easement for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, the Grantors shall not: (1) Cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the permanent easement.
- E. The Grantor hereby release and forever discharges Grantee, its successors and assigns, from any and all claims for property damages associated with the permanent easement crossing the Real Property and for present and future uses thereof by Grantee, its successors and assigns, for all purposes for which the Grantee is authorized to maintain and repair the easement. Provided, however, Grantee, its successors and assigns are not released and shall not be released for claims for injury to person or property arising out of Grantee's negligence or negligence of Grantee's agents or contractors.
- F. The Easement, covenants, terms, conditions contained herein are intended to and shall run with the Real Property and shall be binding on Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants title to the Grantee and quiet enjoyment of the Easement.

IN WITNESS WHEREOF, the Grantors have hereunto caused this utility easement to be duly executed by its authorized officials on the day and year set forth below:

BY: _____ (Grantor)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for said County and State, do hereby certify that
_____, personally appeared before me this day and acknowledged the due
execution of the foregoing easement for the intents and purposes therein expressed.

This the _____ day of _____ 2025.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-4

**Consideration of Resolution 2025-15 - Adoption of
Buncombe County Helene Recovery Plan**

Background

For several months, Town staff has worked with Buncombe County and FEMA partners to develop a Helene Recovery Plan that encompasses the entire county and all municipal projects and objectives. This recovery plan and the process surrounding it was presented to the Town's Board of Commissioners at two separate Board meetings. Town staff presented the survey results from the entire county as well as those specifically related from Biltmore Forest residents and used this information in developing our final long term recovery projects.

The Town's specific projects are as follows:

1. Update the Emergency Operations Plan using best practices learned from Tropical Storm Helene.
2. Design and construct a new Law Enforcement and Public Safety facility for Biltmore Forest to address the growing safety and emergency response needs of the community.
3. Update the current Stormwater Master Plan using post-Helene best practices and reassessed priorities for project implementation.
4. Restore the natural landscapes of Biltmore Forest with enhanced guidance for tree plantings, stream restoration, and land management.
5. Mitigate future wildfire risk through debris removal, community education, and Firewise program development.

The entire report is quite long so it is not printed in its entirety here. The entire report may be found here:

<https://www.buncombenc.gov/809/Helene-Long-Term-Recovery-Projects>

Staff Recommendation

Town staff recommends approval of this resolution and the adoption of the Buncombe County Helene Recovery Plan.

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

TOWN OF BILTMORE FOREST
BOARD OF COMMISSIONERS

RESOLUTION 2025-15

RESOLUTION ADOPTING THE BUNCOMBE COUNTY HELENE LONG TERM RECOVERY PLAN

WHEREAS, Tropical Storm Helene caused widespread and severe impacts across Buncombe County and the Town of Biltmore Forest, resulting in extensive damage to public infrastructure, private property, natural systems, housing, and essential community services; and

WHEREAS, Buncombe County, with support from FEMA's staff, municipal partners, and regional stakeholders, developed the Buncombe County Long-Term Recovery Plan to guide strategic recovery, mitigation, and capacity-building efforts over the coming years; and

WHEREAS, the Town of Biltmore Forest actively participated in the development of the Long-Term Recovery Plan, contributing data, project needs, and community-specific priorities to ensure that the plan accurately reflects local impacts and proposes actionable strategies tailored to the Town; and

WHEREAS, on November 18, 2025, the Buncombe County Board of Commissioners formally adopted the Helene Long-Term Recovery Plan, establishing it as the regional framework to guide coordinated long-term recovery actions across Buncombe County; and

WHEREAS, adopting the Buncombe County Long-Term Recovery Plan will reinforce regional alignment, strengthen the Town's ability to leverage partnerships and funding opportunities, and serve as the foundation for the development of a future recovery projects; and

WHEREAS, the Town of Biltmore Forest recognizes the importance of comprehensive, coordinated, and forward-looking recovery planning to restore and improve community systems, enhance resilience, and support residents, businesses, and institutions affected by Tropical Storm Helene.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Biltmore Forest.

1. The **Buncombe County Long-Term Recovery Plan** is hereby formally **adopted** as a guiding framework for long-term recovery and resilience efforts in the Town of Biltmore Forest
2. Town staff are directed to use the principles, strategies, and recommendations contained within the plan to support ongoing recovery operations; inform local project development; and align future planning documents.
3. The Town expresses its appreciation to Buncombe County, FEMA personnel, and all partners involved in the development of the plan for their collaborative work and regional leadership.

This, the 9th day of December, 2025.

George F. Goosmann, III
Mayor

Attest:

Laura Jacobs
Town Clerk

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-5

Consideration of Public Comment Policy for Board of Commissioners Meetings

Background

The Town Board of Commissioners does not have a formal public comment policy for regular board meetings. The Town complies with North Carolina law requiring a minimum of one (1) public comment period per month at a regular board meeting. Currently, those public comments are allowed at the beginning of each regular monthly meeting and listed accordingly on the agenda.

New Policy Considerations

The need for a public comment policy is to provide citizens and the Board with a specific framework for when and how public comments may be received. The Town began broadcasting board meetings via Zoom during the Covid pandemic and, at that time, North Carolina law even allowed for remote participation by elected officials. This is not the case now and all elected officials must be present in order to be considered “participants” in the meeting. The Town has continued broadcasting meetings remotely for those who wish to view in that manner, but public comment is required only for those who appear in person. Over the past several months, the Town has received comments (either during the course of a regular meeting or as part of a public hearing) from individuals who were viewing the meeting via Zoom.

The following policy considerations are offered as a means to provide equitable access for anyone wishing to provide public comment and to ensure that who wish to comment are able to do so. Staff performed a review of other jurisdictions and how they handle public comments from those who are not physically at the meeting.

Persons wishing to provide public comment shall follow the following procedure:

Speakers may contact the Town Hall prior to a public meeting and “register” for the public comment section of the meeting. Alternatively, the speaker may come to the Board meeting and address the Board during public comment at the appropriate time in the agenda. In either case, an individual must provide their name, physical address, telephone number, and email address. The speaker will be asked to acknowledge limit each comment to three (3) minutes.

To accommodate those who are unable to attend in person or are not comfortable doing so, the Town Board of Commissioners will receive comments from those members using the remote Public Comment option as described below. Remote public comments may be sent

to townhall@biltmoreforest.org beginning on the Friday before the meeting at 5pm (after the agenda is posted on the Town's website) through the Monday before the meeting at 5pm. These emails shall be concise and will be provided in their entirety to all Commissioners and the Mayor prior to the meeting. The remote comments will also be posted and available for the public to review.

Next Steps

As part of the Board's thoughts regarding this potential policy, I have attached a blog post by the late Frayda Bluestein from the UNC School of Government detailing the purposes and legalities surrounding public comment. The above recommendation does not inhibit someone's ability to address the Board of Commissioners even they are not present. This policy – or a similar policy – provides specific guidance for how those comments must be provided by those who are not present at a meeting and allows 72 hours for those comments to be placed into an email format and distributed to the Board.

If the Board decides to move forward with the above policy, or any policy, this may be done via simple motion and vote.



Coates' Canons NC Local Government Law

Public Comment Period Policies: What's Legal?

Published: 03/15/16

Author: Frayda Bluestein

North Carolina state law requires city councils, boards of county commissioners, and local school boards, to provide at least one public comment period per month at a regular meeting. Many boards have adopted policies governing what may be said and done during the public comment period. Some of the restrictions in these policies are clearly legal. Some others... maybe not so much.

The public comment statutes are G.S. 115C-51 (local school boards), G.S. 153A-52.1 (counties), and G.S. 160A-81.1 (cities). Each statute authorizes the board to adopt “reasonable rules governing the conduct of the public comment period,” which may include, but are not limited to,

- (i) fixing the maximum time allotted to each speaker,
- (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions,
- (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and
- (iv) providing for the maintenance of order and decorum in the conduct of the hearing.

The statutes indicate that this list of rules is not exclusive. Additional restrictions must not exceed the scope of the statute, which allows rules governing the *conduct* of the public comment period. So what other restrictions may be included in a local policy? May the board prohibit comments on specific topics? Could the rules allow comments only from residents or taxpayers? And what exactly does the authority to maintain order and decorum allow? In answering these questions boards must consider not only the scope of the statute, but also constitutional provisions that might apply. The state's requirement for a monthly public comment period creates a forum for public expression. This triggers constitutionally protected free speech rights that limit the extent to which the government can regulate the content of public comment.

Public Forum Analysis

Cases involving a wide variety of settings have applied a “forum” analysis to determine when private individuals have rights of expression in public places. Most public places are not inherently public forums (parks and streets being the only ones recognized as such), but governments can open a non-public forum to allow public expression for limited or designated purposes. The public comment statutes represent a state-mandated opening of a forum at monthly board meetings.

Courts have recognized public comment periods as a type of designated or limited forum. *See Surita v. Hyde*, 665 F.3d 860, 869 (7th Cir.2011); *Galena v. Leone*, 638 F.3d 186, 198–99 (3d Cir.2011); *Steinburg v. Chesterfield Cnty. Planning Com’n*, 527 F.3d 377, 384–86 (4th Cir.2008); *Eichenlaub v. Twp. of Ind.*, 385 F.3d 274, 280–81 (3d Cir.2004); *Rowe v. City of Cocoa, Fla.*, 358 F.3d 900, 802 (11th Cir.2004). In such designated or limited public forums the government may enact reasonable time, place, and manner restrictions on speech but cannot restrict the content of speech or restrict speakers based on their viewpoint. *Galena v. Leone*, 638 F.3d 186, 198 (3d Cir. 2011) (citing *Pleasant Grove City v. Summum*, 555 U.S. 460,470 (2009)).

The main part of a public meeting – that is, the part during which the board works through its agenda – is “government speech” and is not a public forum for public expression. (See my blog post [here](#).) In addition to the required public comment period, some boards provide opportunities for public comment on agenda items or at other times during the meeting. All of these comment periods would likely be considered designated or limited public forums. *See, e.g., Jochum v. Tuscola Cnty.*, 239 F.Supp.2d 714, 728 (E.D. Mich. 2003) (“A city council meeting is the quintessential limited public forum, especially when citizen comments are restricted to a particular part of the meeting.”)

The rules authorized in the North Carolina statute are clearly content neutral, time, place and manner restrictions that are permitted under the constitutional framework. If boards adopt additional restrictions they must adhere to the constitutional limitations.

Limiting Comments to Matters Related to the Unit of Government

May a policy limit comments to matters that are germane to or within the jurisdiction of the unit? Some courts have held that such a limitation is constitutional. *Galena v. Leone*, 638 F.3d 186, 198 (3d Cir. 2011); *Eichenlaub v. Twp. of Indiana*, 385 F.3d 274, 281 (3d Cir. 2004). After all, when the government creates a designated or limited forum, “regulation of speech only need be viewpoint neutral and reasonable in light of the purpose served by the forum.” *Good New Club v. Milford Cent. Sch.*, 533 U.S. 98, 107 (2001). As noted by one court: “Thus, if a member of the public at the Hearing of the Public portion of a Council meeting wanted to discuss his child’s birthday party, the proposed speech, though not presenting a danger to anyone, would be so far removed from the business of the meeting, or the Council’s or County’s business in general, that the chairperson could suppress the speech without raising First Amendment issues.” *Galena v. Leone*, at 211.

It seems reasonable to assume that the North Carolina legislature intended the public comment period to provide a forum for comment on matters that are relevant to the body to which the comments are made. If this assumption is correct, a board may have both statutory and constitutional authority to require that comments must relate to matters that are within the authority or jurisdiction of the city, county, or school board. This reasoning would also support a prohibition on comments that are not germane to the unit. Under this analysis, a policy could prohibit commercial advertisements or solicitations, and comments about issues, activities or organizations that are not relevant to the work the unit of government.

Requiring Speakers to be Residents or Taxpayers of the Unit

May the board limit comment to individuals who are residents or taxpayers within the unit? There is no explicit authority for such a limitation in, and I have doubts about its legality, even though one case has held that such a restriction does not violate the constitution. *See Rowe v. City of Cocoa, Fla. 358 F.3d 800, 803 (11th Cir. 2004)* (holding that a locally established comment period limited to residents and taxpayers did not violate free speech or equal protection rights.) Although it may be assumed that the forum is limited to matters germane to the unit, there may be individuals who have comments about such matters who are not residents or taxpayers. A non-resident, for example, may own a business or conduct business inside the jurisdiction, and people who live near a unit of local government may interact with the unit's employees, use a service provided by the unit, or take part in activities sponsored by the unit. Individuals in any of these categories might want to speak about matters within the board's jurisdiction. In the absence of any specific statutory authority for limiting the categories of people who may speak, I think a rule restricting comments to residents or taxpayers would be on feeble legal ground.

Limiting Comments About Candidates or Elections

May a policy prohibit the use of public comment periods to promote specific candidates for office, or to argue for or against issues that are the subject of a referendum? These types of comments arguably do not relate to matters within the jurisdiction of the body, since it is the voters, rather than the members of the board, who make decisions in an election or referendum. It may be difficult, however, to separate comments about *issues* that candidates have identified in their campaigns from direct campaigning. A candidate – or a supporter of a candidate — may urge the board to adopt a policy without mentioning in the comment that she is anything more than a concerned citizen.

Limiting Comments About Employees

May a policy prohibit complaints or disparaging remarks about specific public officials or employees during the public comment period? Such a restriction may seem desirable for several reasons. A board might wish to protect its employees from being subject to criticism in a venue in which there is no opportunity for them to respond. Additionally, boards might mistakenly assume that public statements about individual employees violate statutory provisions concerning confidentiality of personnel records, and that such information may be discussed only in closed session. As I noted in my blog post [here](#), there is no legal basis for prohibiting criticism of employees in open session. A rule requiring decorum and prohibiting personal attacks (discussed below) might prevent defamatory or inappropriate remarks directed at specific public officials or employees. Boards can request or encourage citizens who have complaints to report them to a supervisor or board member, or a board may offer to meet with the citizen in closed session to hear their complaints as authorized under G.S. 143-318.11(a)(6). A public comment period remains open, however, for both praise and criticism of public officials and employees.

Limiting Comment About Closed Session Matters

May a policy prohibit public comment on matters that may or must be discussed in closed session? I know of no authority for this restriction. Public bodies are authorized to meet in closed sessions, and in some cases, are required to do so in order to preserve legally mandated confidentiality. It would be a rare circumstance in which a member of the public would be commenting on something that the board is *required* to hear about in closed session. *See Mesa v. White*, 197 F.3d 1041, 1046 (10th Cir.1999)(“The commissioners may well have an interest in discussing among themselves sensitive personnel or litigation matters, and the exceptions allow them to do that in certain situations. It is difficult to see, however, how that interest translates into a significant interest in restricting the public’s ability to present its views on personnel or litigation matters at a public meeting.”). It might make sense to include a statement that members of the public should not discuss confidential information in the public comment period, but the list of matters that may be discussed in closed sessions does not double as a list of topics that are off limits for public comment.

Maintaining “Order and Decorum”

The public comment statutes explicitly authorize rules designed to “maintain order and decorum.” Maintaining order presumably includes things like keeping speakers to their allotted time, controlling others from interrupting the speaker who has the floor, and preventing speakers from otherwise disrupting the meeting. The state open meetings law provides additional authority for the presiding officer of a public body to remove any person from a meeting if the person is interrupting or disrupting the meeting. *See G.S. 143-318.17* (“A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.”).

What does it mean to maintain decorum? A common definition of “decorum” is “correct or proper behavior that shows respect and good manners.” Comment policies use various words to describe the decorum standard, including prohibitions on vulgar language, profanity, inappropriate gestures, insults, personal attacks, or accusations. Policies may also take the positive approach, encouraging speakers to be courteous and respectful.

Presiding officers have a challenging task in balancing the constitutional restriction on viewpoint discrimination with rules requiring speakers to be respectful. The facts of many cases involving this issue indicate that speakers who regularly criticize their governments often become plaintiffs in lawsuits alleging that they were removed or silenced during public comment periods because of the content of their comments. An unpopular message can seem disrespectful to the target of the message, and exchanges can quickly escalate so that it becomes difficult to separate the content from the tone of the comment. As described in one case, “[I]f a ruling is made ‘to keep a meeting under control, and free from irrelevant disruption, then it may be permissible,’ but ‘if there was no reasonable basis for fearing disruption, or the purpose of the enforcement was to prevent or punish an expression or opinion,’ the ruling is unconstitutional.” *Barna v. Bd. of Sch. Directors of the Panther Valley Sch. Dist.*, No. 3:12-CV-638, 2015 WL 6797388, at *9 (M.D. Pa. Jan. 26, 2015)(*citations omitted*). In a lawsuit, a jury may be given the job of determining whether the facts indicate that the motivation for silencing or removing a speaker was decorum or viewpoint discrimination. An example of this is described in *Besler v. Bd. of Educ. of W. Windsor-Plainsboro Reg’l Sch. Dist.* (201 N.J. 544, 575, 993 A.2d 805, 823 (2010)), as follows:

The jury was required to engage in a highly fact-sensitive analysis. Ultimately, in rendering its verdict, the jury found that the Board did not prove that Dr. Bynum interrupted Besler’s “speech for a significant or compelling governmental reason.” The jury obviously determined that Dr. Bynum’s motivation was not content-neutral, rejecting his claim that he silenced Besler because of the sheer repetitiveness of his remarks. Furthermore, the jury rejected the Board’s argument that it muzzled Besler for the purpose of conducting an “orderly and efficient” meeting.

In the end, order and decorum may be hard to define in a policy, but what may be most important is that the presiding officer applies the standard consistently to all speakers, no matter how unpleasant it is to hear what they have to say.

Related topics are discussed in the following blog posts:

[When Board Members Won’t Talk Back](#)

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-6

**Consideration of FY25-26 Fee Schedule Amendment for
Late Fee Payments for Water/Sewer Bills**

Background

While the Town's billing system places a standard late fee on the water bill, the Town does not have this included within our actual Schedule of Fees. This is necessary to ensure that charges are being placed appropriately on an account. The below chart shows what late fee charges exist among other local governments in the area.

Late Utility Fee Structures	
Municipality	Fee(s)
Asheville, NC	\$15 for first offense and \$50 each occurrence after
Black Mountain, NC	\$10 or 5% (Whichever is greater)
Boone, NC	\$10
Brevard, NC	\$5 applied on the 21st day of each month
Hendersonville, NC	\$10 or 5% (Whichever is greater)
Seven Devils, NC	\$5
Weaverville, NC	\$10
Information was pulled directly from the corresponding municipality's Schedule of Fees from their website	

Recommendation

Staff recommends utilizing the same fee structure as the City of Asheville. Late fees are not a substantial problem for the Town and we hope that the minimal fee for the first time someone forgets to pay on time would be enough to avoid having larger fees in the future. I have taken the liberty to provide a draft amended Schedule of Fees with changes in red. If the Board approves of this change, a simple motion and vote is required. Staff recommends approval of the late fee codification.

Town of Biltmore Forest

FY25-26 Schedule of Fees

Effective **January 1, 2026**

Amounts due are based upon the Schedule of Fees in effect at the time payment is due. It is the Town Board of Commissioners' intention that the Schedule of Fees be revised as needed by July 1 of each year. However, some fees may be adjusted during the year as circumstances change.

ADMINISTRATIVE	
Ad valorem tax	\$0.345 per \$100 assessed valuation
Dog License Fee	\$5 sterile; \$10 fertile
Return Check/Draft Charge	\$25.00
House Number Signs (Re-Order)	\$100.00

PLANNING AND ZONING	
Zoning Permit	\$100 first \$1,000 of construction value plus \$5 for each additional \$1,000 of construction value
Special Use Permit	\$100 due with application
Variance	\$300 due with application
Demolition Permit	\$100 due with application
Zoning Permit Extension	Half original zoning permit fee
Non-permitted Construction	Double original zoning permit fee

WATER CHARGES	
New/Transfer Account	\$30.00
AMI Transmitter Fee	\$1.82 per bill
Late Fees	\$15.00 for first occurrence; \$50.00 for each occurrence thereafter
Meter Rental Fee	
5/8" meter	\$.10 per bill
1" meter	\$.18 per bill
1 1/2" meter	\$.50 per bill
2" meter	\$.65 per bill
Base Unit Charge (Meter Size)	Cost Per Meter (bi-monthly)
5/8"	\$49.05
1"	\$49.05
1.5"	\$196.20
2"	\$313.92
3"	\$627.84
4"	\$981.00
6"	\$1,962.00
8"	\$3,319.20
Consumption Charges (Gallons Used)	Rate per Thousand Gallons
0-5,000	\$10.90

5,001 – 40,000	\$9.85
>40,000	\$8.75
Water Tap Fee	Cost
5/8" Meter	\$3,000.00 per tap installation
1" Meter	\$3,500.00 per tap installation
>1" meter	All costs borne by customer

SEWER CHARGES (AS SET BY METROPOLITAN SEWERAGE DISTRICT)
Note: As of this adoption, MSD fees are anticipated to increase by 5 percent. This is the number reflected below. If MSD fees increase by a different amount, the number below will change to reflect the correct percentage increase.

Base Rate (pending MSD board approval 25-26)	
5/8" meter	\$20.97 per bill
1" meter	\$49.26 per bill
1 1/2" meter	\$108.64 per bill
2" meter	\$189.79 per bill
8" meter	\$2,958.72 per bill
Treatment Fee	\$7.76 per 1,000 gallons

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-7

Consideration of Master Services Agreement with First Tryon Advisors for Financial Advisory Services

Background

The Town will pursue bank placed installment financing for its Police Department and Public Works projects. The current estimate for this project is between \$11.5 and 12 million, but will be finalized as a guaranteed maximum price is established with the Construction Manager at Risk (CMAR) firm. The issuance of this amount of debt is significant and requires professional, public financial services assistance to navigate the requirements of the North Carolina Local Government Commission and handle all other issues related to this process.

First Tryon Advisors

Most local governments in North Carolina utilize a public finance advisor who acts as the Town's representative in these matters. First Tryon Advisors is registered with the United States Security and Exchange Commission (SEC) to act as a municipal advisor and is an expert in this field. They represent numerous local governments in North Carolina and a full profile of their services, clients, and recent experience may be found in this packet. Because the Town is pursuing a bank placement for this debt, we anticipate the cost for the first work order (also attached) to be \$45,000. These fees are reimbursable as part of the overall debt package upon a resolution by the Board.

Recommendation

Staff recommends approval for the Master Services Agreement with First Tryon Advisors, and subsequently, the Work Order Number 1, to allow them to serve as the Town's financial advisor for the Police Department and Public Works project.

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement (this “**Agreement**”) is made by and between the Town of Biltmore Forest, North Carolina (the “**Client**”) and First Tryon Advisors, LLC (the “**Advisor**”), as of the date acknowledged and accepted by the Client below (the “**Effective Date**”).

In consideration of the mutual covenants contained in this Agreement and the attached Terms and Conditions, the parties hereby agree with respect to financial advisory services to be provided by the Advisor to the Client as follows:

SERVICES

The Advisor, as an independent contractor and not as an employee, shall provide financial advisory services to the Client as specified from time to time in the work order or work orders in the form attached to this Agreement as Exhibit A (collectively, if more than one, the “**Work Order**”), perform all work and deliver all requisite work product (the “**Deliverables**”) in connection therewith (collectively, together with the Deliverables, the “**Services**”). The Advisor agrees to perform the Services in accordance with the highest professional standards applicable to the performance of like services. As part of such Services, Client may periodically request reasonable written reports concerning the Advisor’s progress, project status and other matters pertaining to the Services, and the Advisor shall promptly provide such reports to Client at no additional charge.

Client may, from time to time, request that the Advisor perform additional Services (“**Additional Services**”). If the Advisor accepts such assignments, the parties shall agree to the parameters of the Additional Services to be undertaken by executing a new or revised Work Order in the form of Exhibit A. The Additional Services shall be considered “**Services**” under this Agreement and shall be performed in accordance with, and subject to the terms and conditions of, this Agreement and the Work Order specifying the Services to be performed.

Nothing contained in this Agreement shall constitute making or appointing the Advisor an agent of the Client. The Advisor shall not (a) hold itself out contrary to the terms of this Agreement; (b) enter into any agreement on behalf of the Client or bind the Client in any way; or (c) make any representation, agreement, act or commission contrary to the terms of this Agreement.

The parties agree that Affiliates (as defined below) of Advisor and Affiliates of Client may execute Work Orders in accordance with the provisions of this Agreement. In such event, the applicable Affiliate of such party executing any Work Order shall, for purposes of such Work Order, be considered “Advisor” and the “Client” as those terms are used in this Agreement, insofar as it relates to any such Work Order, shall be deemed to be a two-party agreement between First Tryon or its applicable Affiliate on the one hand and Client or its applicable Affiliate on the other hand. As used in this Agreement, an “Affiliate” of an entity is another person or entity which controls, is controlled by or is under common control with such entity, and the term “control” of an entity shall mean the power to unilaterally direct the policies and management of such entity, whether through the ownership of voting securities or otherwise.

CLIENT MATTERS

With respect to any matter described in this Agreement, nothing in this Agreement shall limit the Client’s unqualified right, in the Client’s discretion, (a) to reject in whole or in part any advice, suggestion, counsel or proposal made by the Advisor; or (b) to make any decision the Client deems to be in the best interests of the Client.

The Client represents that (a) it has taken all necessary action to authorize the Client’s execution, delivery and performance of this Agreement and (b) it has obtained all consents, approvals and authorizations necessary for the Client’s execution and delivery of this Agreement and the performance of its obligations under this Agreement.

TERM

This Agreement shall commence on the Effective Date and thereafter shall remain in effect unless terminated in accordance with the provisions under the “**TERMINATION**” heading below. The Advisor shall render Services to Client for the period (the “**Term**”) set forth in the applicable Work Order.

PERSONNEL

The Advisor’s Services under this Agreement shall be rendered solely by (a) its individual employees or (b) individuals or entities that are not employees of the Advisor that have been engaged by the Advisor to perform Services under this Agreement on the Advisor’s behalf (collectively, the “**Third Parties**”), in each case as specified in the Work Order (collectively, the “**Personnel**”). The Advisor represents any such Personnel are qualified to perform the Services and have been assigned by the Advisor to work with the Client pursuant to this Agreement. The Advisor certifies that after hiring an employee to work in the United States, the Advisor shall verify the work authorization of the employee through E-Verify (or any replacement procedure).

FEES

Upon the performance by the Advisor of all of its obligations under this Agreement and in an applicable Work Order, and as full compensation for Services performed by the Advisor to Client, Client agrees to pay to the Advisor, and the Advisor agrees to accept, a fee for Services as rendered on the basis set forth in the Work Order. In no event shall Client be obligated to pay any fees accrued in excess of the Estimated Cost set forth in the Work Order, or accrued in respect of services not described in the Work Order, without the written consent of Client.

In establishing fees, the Advisor takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

Unless specifically provided otherwise in the applicable Work Order, the Advisor shall invoice Client upon completion of the Services performed under the applicable Work Order. Invoices will be paid within 30 days of Client’s receipt and acceptance of a proper invoice in accordance with the applicable Work Order.

TERMINATION

Either party shall have the right to terminate any or all of the Services, any or all Work Orders or this Agreement without cause and in its sole discretion upon 30 days’ prior written notice.

In the event of any termination of any Services, Work Order or this Agreement as set forth above, the Client shall pay the Advisor only for those Services performed, and reimbursable expenses incurred, before the effective date of termination; provided, however, that the Client shall have no liability for any further charges in respect of Services performed or expenses incurred after such termination date. Upon termination of this Agreement, the Advisor shall be relieved of any further obligations to provide services under this Agreement or any applicable Work Order.

MISCELLANEOUS

The provisions of this Agreement constitute the entire agreement of the parties as to the matters addressed in this Agreement and supersede any prior understanding not specifically incorporated in this Agreement. No changes to this Agreement or waiver of any of the terms of this Agreement shall be made except in writing signed by the Client and the Advisor. In addition, no Work Order applicable to this Agreement shall be binding on the Client unless executed by the Client and the Advisor. In the event of any inconsistency between a Work Order and the terms set forth in this Agreement, the terms of the applicable Work Order shall prevail.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of North Carolina applicable to agreements made and to be fully performed therein.

NOTICES

All notices, requests, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by a nationally recognized overnight courier service or by United States mail, postage prepaid, certified or registered, with return receipt requested, or otherwise actually delivered:

If to the Client at:

Town of Biltmore Forest, NC
Attn: Town Manager
355 Vanderbilt Rd.
Biltmore Forest, NC 28803

If to the Advisor, at:

First Tryon Advisors, LLC
Attn: Chief Compliance Officer
6101 Carnegie Blvd, Suite 210
Charlotte, NC 28209

LIMITATION ON LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE CLIENT FOR SERVICES RENDERED DURING THE TERM. NEITHER PARTY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT.

HEADINGS

The paragraph headings in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

ASSIGNMENT

Each provision of this Agreement and all Work Orders shall inure to, and shall be legally binding on, the successors and assigns of the parties to this Agreement.

COMPLIANCE WITH LAW

The Advisor will comply with all statutes, ordinances, and regulations of all federal, state, county and municipal or local governments, and of any and all the departments and bureaus thereof, applicable to the carrying on of its business and performance of the Services and its obligations under this Agreement.

SEVERABILITY

If any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall be in any way affected.

MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION

The Advisor is registered with the U.S. Securities and Exchange Commission ("SEC") as a Municipal Advisor. As a registered Municipal Advisor, the Advisor is subject to the rules of the Municipal Securities Rulemaking Board ("MSRB"). The MSRB provides certain protections for municipal entities and obligated persons that are clients of a municipal advisor. For complete regulatory and educational information, visit the MSRB's website at www.msrb.org. A municipal advisory client brochure is available on the MSRB website's (currently available at <https://www.msrb.org/sites/default/files/2022-09/MSRB-MA-Clients-Brochure.pdf>). The client brochure

describes client protections that may be provided under MSRB rules, including how to file a complaint with an appropriate regulatory authority.

MUNICIPAL ADVISOR REGULATORY DUTIES


MSRB Rule G-42 requires that municipal advisors provide disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Advisor's Municipal Advisor's Disclosure Statement, which the Advisor has to this Agreement as Exhibit B.

IN WITNESS WHEREOF, the Client and the Advisor have duly executed this Agreement, and the Client has acknowledged and accepted the terms of this Agreement, as of the ____ day of _____, 2025.

**TOWN OF BILTMORE FOREST, NORTH
CAROLINA**

By: _____
Name: _____
Title: _____

FIRST TRYON ADVISORS, LLC

By:  _____
Name: Amy Vitner
Title: Managing Director

By:  _____
Name: J. Walter Goldsmith
Title: Chief Executive Officer

EXHIBIT A
WORK ORDER

WORK ORDER to the Agreement dated _____, by and between _____ (the “Client”) and First Tryon Advisors, LLC (the “Advisor”).

SERVICES

Pursuant to this Work Order, the Advisor’s Services will include the following:

- [To be determined]

TERM

The term with respect to the Services to be performed under this Work Order shall end 30 days after the completion of the Services, unless terminated earlier in accordance with the Agreement.

COMPENSATION

In establishing fees, the Advisor considers multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, the Advisor shall be compensated as follows:

- [To be determined]

Such fees may vary if (1) the contemplated assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of the Advisor’s responsibilities. The Advisor will consult with the Client if at any time the Advisor believes that circumstances require an adjustment to its fee.

In addition to the compensation outlined above, the Client will reimburse the Advisor for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. The Advisor will bill the Client for such expenses at cost, with no mark-up. The Advisor will not bill the Client for indirect costs such as phone and video conference services; instead, the Client will pay the Advisor an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

The Advisor is firmly committed to demonstrating value to the Client throughout the financing process. If at any time the Client believes that the Services provided are not consistent with the fees charged by the Advisor, the Client may adjust the fee for such Services to any amount the Client deems appropriate.

AGREED AND ACCEPTED this ____ day of _____, 2025:

**TOWN OF BILTMORE FOREST, NORTH
CAROLINA**

By: _____
Name:
Title:

FIRST TRYON ADVISORS, LLC

By: _____
Name: Amy Vitner
Title: Managing Director

By: _____
Name: J. Walter Goldsmith
Title: Chief Executive Officer

EXHIBIT B

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

Developing best practices for regulatory compliance and following the spirit, not just the letter, of any applicable regulation are central tenets of First Tryon Advisors, LLC (“First Tryon”). To that end, we are providing you with this Disclosure Statement of Municipal Advisor (this “Disclosure Statement”) to explain our fiduciary duties and commitment to you (the “Client”), as well as to provide you with certain disclosures that are required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 (“Rule G-42”), which became effective on June 23, 2016.

FIDUCIARY DUTY: In the conduct of all municipal advisory activities for the Client, First Tryon is subject to a fiduciary duty that includes a Duty of Loyalty and a Duty of Care.

First Tryon’s Duty of Care includes, but is not limited to, the following:

- First Tryon must possess the degree of knowledge and expertise needed to provide the Client with informed advice.
- First Tryon must make a reasonable inquiry as to the facts that are relevant to the Client’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client.
- First Tryon must undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Among other matters, First Tryon must have a reasonable basis for:
 - any advice provided to or on behalf of the Client;
 - any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client’s securities or securities secured by payments from the Client; and
 - any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement for any applicable issue of municipal securities.

First Tryon’s Duty of Loyalty includes, but is not limited to, the following:

- First Tryon must deal honestly and with the utmost good faith with the Client and act in the Client’s best interests without regard to First Tryon’s financial or other interests.
- First Tryon may not engage in municipal advisory activities for the Client if First Tryon cannot manage or mitigate its conflicts of interest in a manner that will permit it to act in the Client’s best interests.

FIRST TRYON’S RECOMMENDATIONS TO CLIENTS: Rule G-42 requires that our advisors have a reasonable basis to believe that any recommendation First Tryon makes to the Client is suitable for the Client, based on the information obtained through our reasonable diligence. If the Client requests a review of another party’s recommendation, our advisors must determine, based on the information obtained through our reasonable diligence, whether the recommendation is suitable for the Client.

In addition, First Tryon must inform the Client of:

- our evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; and
- the basis upon which First Tryon reasonably believes that the recommendation (or reviewed recommendation) is or is not suitable for the Client; and - whether our advisors have investigated or considered other reasonably feasible alternatives to the recommendation that might also serve the Client’s objectives.

PROHIBITED ACTIVITIES: Rule G-42 prohibits First Tryon, and any other municipal advisor, from engaging in the following activities:

- receiving compensation that is excessive in relation to the municipal advisory activities actually performed;
- delivering an invoice for fees or expenses for municipal advisory activities that is materially inaccurate in its reflection of the activities actually performed or the personnel that actually performed those activities;
- making any representation or the submission of any information that First Tryon knows or should know is either materially false or materially misleading due to the omission of a material fact about the capacity, resources or knowledge of First Tryon, in response to requests for proposals or qualifications or in oral presentations to the Client or another prospective client, for the purpose of obtaining or retaining an engagement to perform municipal advisory activities;
- making, or participating in, any fee-splitting arrangement with underwriters on any municipal securities transaction as to which it has provided or is providing advice, and any undisclosed fee splitting arrangements with providers of investments or services to the Client; and
- making payments for the purpose of obtaining or retaining an engagement to perform municipal advisory activities.

MANDATORY DISCLOSURES REGARDING CONFLICTS: Under Rule G-42, First Tryon must disclose to you in writing any actual or potential material conflicts of interest, including:

- any First Tryon affiliate that provides any advice, service or product to or on behalf of the Client that is directly related to the municipal advisory activities to be performed by First Tryon;
- any payments made by First Tryon, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the Client;
- any payments received by First Tryon from a third party to enlist First Tryon's recommendation to the Client of its services, any municipal securities transaction or any municipal financial product;
- any fee-splitting arrangements involving First Tryon and any provider of investments or services to the Client; and
- any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which First Tryon is providing advice; and - any other actual or potential conflicts of interest, of which First Tryon is aware after reasonable inquiry, that could reasonably be anticipated to impair First Tryon's ability to provide advice to or on behalf of the Client in accordance with the fiduciary duty it owes to the Client.

Please be aware of the following actual or potential material conflicts of interest related to our role as your advisor:

- *Contingent Fees Based on closing & size of transaction:* First Tryon represents that in connection with the issuance of municipal securities, First Tryon may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, First Tryon hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding First Tryon's ability to provide unbiased advice to enter into such transaction. While this form of compensation is common in the municipal advisor sector, the contingent fee arrangement could create an incentive for the municipal advisor to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This potential conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- *Hourly Fees:* First Tryon may be compensated using an hourly fee structure with First Tryon's aggregate fee

amount equaling the number of hours worked by its personnel multiplied by an agreed-upon hourly billing rate. While this form of compensation is common in the municipal advisor sector, it presents a potential conflict of interest because it could create an incentive for the municipal advisor to recommend alternatives that would result in more hours worked. This conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

- *Fixed Fees:* First Tryon may be compensated based on a fixed amount established at the outset of the assignment. The fixed fee amount is usually based upon an analysis by the Client and First Tryon's of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by First Tryon. While this form of compensation is also common in the municipal advisor sector, it presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the municipal advisor may suffer a loss. Thus, the municipal advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- *Increased Cost:* We wish to also make you aware that the fee paid to First Tryon increases the cost of transactions completed by the Client. The increased cost occurs from compensating First Tryon for municipal advisory services provided.
- *Other Advisory Clients:* First Tryon serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of another First Tryon client. For example, First Tryon serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, First Tryon could potentially face a conflict of interest arising from these competing client interests. First Tryon fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the Client.

We believe the following factors enable First Tryon to manage and mitigate the conflicts described above:

- *Fiduciary Duty:* First Tryon's commitment to the fiduciary duty it owes the Client serves as a general mitigating factor for any conflict of interest. Taken together, the Duty of Care and the Duty of Loyalty require First Tryon to deal honestly and in good faith with the Client and to act in the Client's best interests, without regard to First Tryon's financial or other interests.
- *Business Model and Capitalization:* First Tryon is well-capitalized, and its business model is not dependent on maximizing short-term revenues from any single advisory client or recommendation. Instead, First Tryon's business model and profitability are dependent on cultivating long-term client relationships based on a demonstrated track record of putting our clients' interests first.
- *Supervisory Structure:* First Tryon has the experience, expertise and infrastructure reasonably designed to achieve compliance with its regulatory obligations. The firm's supervisory structure, which includes a Chief Compliance Officer, and other safeguards ensure that our advisors understand, and act in accordance with, the fiduciary duty First Tryon owes to each of its clients.

MANDATORY DISCLOSURES REGARDING DISCIPLINARY EVENTS: Under Rule G-42, First Tryon must disclose to you in writing (1) any legal or disciplinary event that is material to the Client's evaluation of First Tryon or the integrity of its management or advisory personnel and (2) the date of the last material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC by First Tryon, along with a brief explanation of the basis for the materiality of the change or addition.

- *Material Legal or Disciplinary Events:* First Tryon does not have any legal events or disciplinary history on

First Tryon's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation.

- *How to access Form MA and Form MA-I:* First Tryon's most recent Form MA and each most recent Form MA-I filed with the SEC may be accessed electronically at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.
- *Most Recent Change in Legal or Disciplinary Event Disclosure:* There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against First Tryon, we will provide complete disclosure to the Client in detail.

FUTURE DISCLOSURES: As required by Rule G-42, First Tryon will, throughout the course of its engagement with the Client, promptly notify the Client in writing to supplement or amend this Disclosure Statement as may be necessary in connection with (1) any changed circumstance that results in new, material conflicts of interest or material changes to the conflicts of interest described above or (2) any required update to First Tryon's disciplinary event information.

If you have any questions or concerns about this Disclosure Statement or the information above, please make those questions or concerns known immediately. In addition, the Client should consult with its own legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

WORK ORDER NUMBER 1

WORK ORDER to the Agreement dated November 24, 2025, by and between the Town of Biltmore Forest, North Carolina (the “**Client**”) and First Tryon Advisors, LLC (the “**Advisor**”).

SERVICES

In connection with the Client’s proposed financing for a new police department and public works campus (the “Financing”), the Advisor will provide the following Services under this Work Order:

- Evaluate the pros and cons of pursuing a bank placed or public market issuance, including interest rate environment, market conditions, issuance costs, staff time, etc. to determine the preferred plan of finance.
- Establish and maintain financing calendar and working group contact list and provide assistance in procurement of additional professionals necessary to complete the financing, as necessary.
- Produce quantitative schedules outlining sources and uses of funds, debt service requirements, bond statistics, and other data required by the Client or its bond counsel in connection with the financing.
- Serve as the primary point of contact between the Client and the LGC and prepare the Client for, and participate in, any meetings and calls with LGC staff, including, preparation of customary materials for any required "pre-application" meeting.
- Assist in preparing the Client's application to the LGC for approval of the financing.
- Advise the Client of current bond market conditions, other related forthcoming bond issuances and economic announcements, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the debt instruments may be set at a favorable time.
- Attend and present at meetings of the governing body of the Client, its staff, representatives or committees as requested when the Advisor may be of assistance or service and the subject of the financing or related topics are to be discussed.
- Maintain liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the transactions.
- Provide recommendations regarding the bonds under consideration, including such elements as the date of sale, interest payment dates, schedule of principal maturities, security provisions and such other provisions as may be appropriate to make the issue attractive to investors while achieving the objectives of the Client.
- If Financing is done as a bank placed Installment Financing:
 - Assist in development of a bank RFP, market the Client’s financing to an expansive list of local, national and regional banks in an attempt to maximize bids for the Client, independently engage potential bidders to ensure the RFP is being given proper consideration, review bids and provide a summary comparison analysis, negotiate terms and conditions with bidders, make recommendations and provide any final amortization schedules.
- If Financing is done as a publicly sold series of Limited Obligation Bonds:
 - Review select legal and offering documents, as applicable, that Client’s legal counsel deems appropriate for the authorization, execution and memorialization of the Client’s financing. *Advisor is not providing legal advice and will not have responsibility for the accuracy, completeness or fairness of legal and offering documents prepared by third parties. Client should*

always consult with a licensed attorney in its jurisdiction who can provide advice based on the specific circumstances.

- Assist in developing rating strategy, preparing rating presentation materials and preparing the Client for rating agency meetings or calls.
- Coordinate the logistics of any rating meetings or conference calls.
- Provide assistance in negotiating interest rates with the underwriter on the day of pricing.
- Provide final numbers and any other customary municipal advisory services related to the pricing.
- Provide advice and assistance in the closing of the Financing.

TERM

The term with respect to the Services to be performed under this Work Order shall end 30 days after the completion of the Services, unless terminated earlier in accordance with the Agreement.

COMPENSATION

In establishing fees, the Advisor considers multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, the Advisor shall be compensated a fee of:

- Bank Placed Installment Financing: \$40,000
- Publicly Sold Limited Obligation Bonds: \$85,000.

Such fees may vary if (1) the contemplated assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of the Advisor's responsibilities. The Advisor will consult with the Client if at any time the Advisor believes that circumstances require an adjustment to its fee.

In addition to the compensation outlined above, the Client will reimburse the Advisor for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. The Advisor will bill the Client for such expenses at cost, with no mark-up. The Advisor will not bill the Client for indirect costs such as phone and video conference services; instead, the Client will pay the Advisor an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

The Advisor is firmly committed to demonstrating value to the Client throughout the financing process. If at any time the Client believes that the Services provided are not consistent with the fees charged by the Advisor, the Client may adjust the fee for such Services to any amount the Client deems appropriate.

AGREED AND ACCEPTED this _____ day of _____, 2025:

TOWN OF BILTMORE FOREST, NORTH CAROLINA

By: _____
Name:
Title:

FIRST TRYON ADVISORS, LLC

By: 
Name: Amy Vitner
Title: Managing Director

By: 
Name: J. Walter Goldsmith
Title: Chief Executive Officer

Overview of First Tryon Advisors

Our professional serve over 500 clients throughout the Southeast and nationwide

Practice Overview

- First Tryon is a full-service municipal advisory practice serving the needs of state and local governments, utility systems, independent K-12 schools, colleges & universities, charter schools, healthcare organizations, senior living communities, and not-for-profit foundations & associations.
- We serve over 500 clients nationwide.
- Our combined team consists of 30 motivated professionals.
- We do not serve as an underwriter and only provide municipal advisory services to our clients.

Mission

- To become indispensable to our clients by providing cutting edge municipal advisory services with integrity and simplicity.

Access to First Tryon Securities' Sales & Trading Desk

- The municipal advisory team at First Tryon has access to real-time market information for tax-exempt and taxable securities through the secondary market trading platform of First Tryon Securities.

Office Locations

- Our primary offices are located in Charlotte, NC and Annapolis, MD.
- Local offices are shown below.



North Carolina Experience

First Tryon is committed to serving the needs of North Carolina's governmental and not-for-profit borrowers

North Carolina Counties

Alexander County (2020)
Bladen County (2017)
Caldwell County (2017)
Camden County (2017)
Catawba County (2016)
Columbus County (2015)
Craven County (2019)
Currituck County (2023)
Forsyth County (2022)
Franklin County (2015)
Halifax County (2016)
Iredell County (2014)
Madison County (2024)
Mecklenburg County (2022)
New Hanover County (2016)
Perquimans County (2024)
Pitt County (2016)
Polk County (2016)
Robeson County (2025)
Rowan County (2016)
Scotland County (2016)
Stanly County (2017)
Transylvania County (2016)
Wake County (2021)
Yancey County (2024)

North Carolina Cities

Aberdeen, Town of (2020)
Ahoskie, Town of (2024)
Albemarle, City of (2016)
Bald Head Island, Village of (2021)
Beaufort, Town of (2023)
Beech Mountain, Town of (2020)
Belmont, City of (2021)
Blowing Rock, Town of (2015)
Carolina Beach, Town of (2015)
Carrboro, Town of (2015)
Chadbourn, Town of (2020)
Concord, City of (2014)
Cornelius, Town of (2014)
Davidson, Town of (2016)
Durham, City of (2018)
Elizabeth City, City of (2025)
Fayetteville, City of (2015)

North Carolina Cities

Fletcher, Town of (2017)
Franklin, Town of (2025)
Gastonia, City of (2014)
Granite Falls, Town of (2025)
Greensboro, City of (2015)
Greenville, City of (2022)
Hendersonville, City of (2017)
Hertford, Town of (2022)
Jacksonville, City of (2023)
Jamestown, Town of (2025)
Knightdale, Town of (2019)
Leland, Town of (2018)
Lexington, City of (2024)
Lincolnton, City of (2015)
Lowell, City of (2020)
Matthews, Town of (2024)
Marshville, Town of (2025)
Marvin, Village of (2020)
Mint Hill, Town of (2023)
Monroe, City of (2016)
 Mooresville, Town of (2016)
Morehead City, Town of (2025)
Mount Holly, City of (2016)
Salisbury, City of (2023)
Sanford, City of (2022)
Shelby, City of (2021)
Southport, City of (2023)
Stallings, Town of (2024)
Surf City, Town of (2023)
Topsail Beach, Town of (2023)
Thomasville, City of (2018)
Valdese, Town of (2025)
Winston-Salem, City of (2021)
Weaverville, Town of (2015)
Woodfin, Town of (2016)

North Carolina Utilities

Charlotte, City of (2020)
Cleveland County Water (2019)
Fayetteville PWC (2014)
Greenville Utilities Commission (2022)
Lower Cape Fear W&S Authority (2024)
Orange W&S Authority (2016)
Piedmont Triad Regional Water Authority (2021)
Yadkin Valley Sewer Authority (2019)

North Carolina School Systems

Cumberland County Schools (2023)

Carolinas Not-For-Profit

Albemarle Alliance for Children and Families (2020)
Economic Development Partnership of NC (2019)
Goodwill Industries Central North Carolina (2025)
New City Church (2020)
YMCA of Southeastern NC (2023)
YMCA of Western NC (2014)

Healthcare

Arbor Acres United Methodist Retirement (2024)
Cape Fear Valley Health Sys (2014)
Galloway Ridge at Fearington (2019)
Pardee UNC Health Care (2018)

Higher Education - Publics

Appalachian State University (2018)
East Carolina University (2015)
Elizabeth City State University (2017)
Fayetteville State University (2014)
North Carolina A&T State University (2014)
North Carolina Central University (2016)
North Carolina Community College System (2014)
North Carolina State University (2020)
North Carolina School of Science & Math (2015)
Stanly Community College (2018)
UNC Asheville (2015)
UNC Charlotte (2022)
UNC Greensboro (2021)
UNC Pembroke (2014)
UNC School of the Arts (2015)
UNC System (2016)
UNC Wilmington (2017)
Western Carolina University (2014)

Higher Education - Privates

Belmont Abbey College (2021)
Brevard College (2019)
Campbell University (2021)
Davidson College (2015)
Elon University (2019)
Guilford College (2015)
Lenoir-Rhyne (2014)
Meredith College (2015)
Methodist University (2014)
Mount Olive (2020)
Pfeiffer University (2016)
Queens University of Charlotte (2016)
Salem College (2023)
William Peace University (2018)
Wingate University (2017)

Private K-12

Bradford Preparatory School (2019)
Charlotte Country Day School (2018)
Community School of Davidson (2017)
Ravenscroft School (2023)
The Burlington School (2021)
The Fletcher School (2018)

First Tryon Competitive Advantage

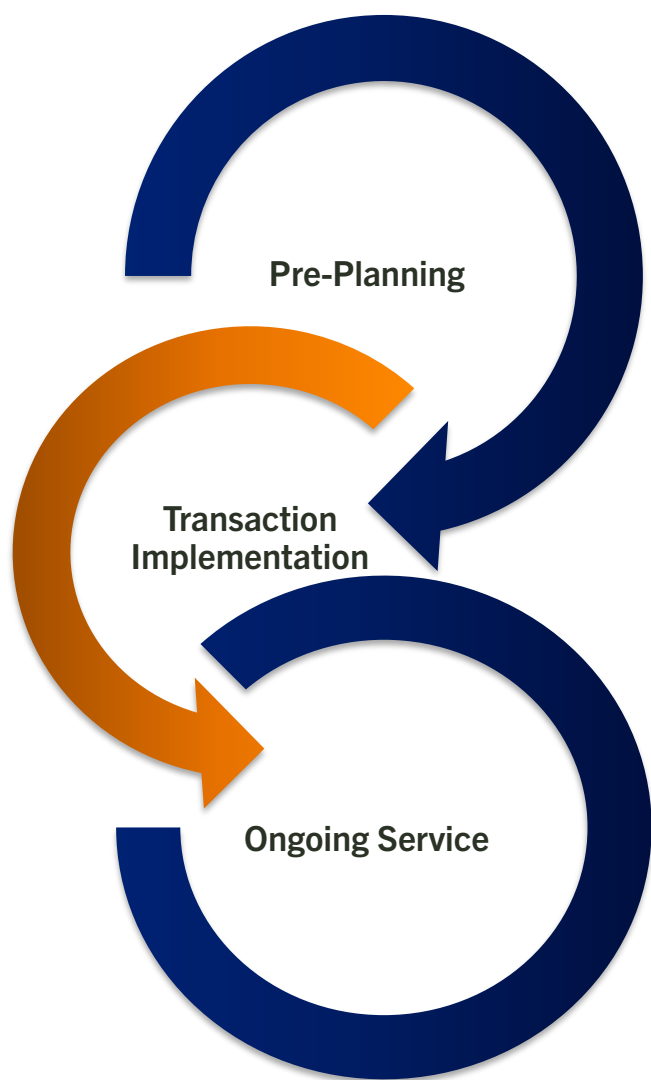
First Tryon prides itself of providing an unmatched level of experience, resources, accessibility, and enthusiasm

Experience	Resources	Accessibility	Enthusiasm
<ul style="list-style-type: none">➤ The bankers at First Tryon have tremendous experience advising issuers across the Carolinas, including a number of peer entities such as:<ul style="list-style-type: none">➤ Town of Beech Mountain➤ City of Belmont➤ Town of Blowing Rock➤ City of Fayetteville➤ Town of Fletcher➤ Town of Franklin➤ City of Greensboro➤ City of Hendersonville➤ City of Lowell➤ Village of Marvin➤ City of Mount Holly➤ City of Shelby➤ Town of Woodfin➤ Town of Weaverville➤ Alexander County➤ Caldwell County➤ Catawba County➤ Polk County➤ Transylvania County	<ul style="list-style-type: none">➤ In-house proprietary models include:<ul style="list-style-type: none">➤ Capital Planning Model➤ Pricing Model➤ Economic Dev Impact models➤ Rating scorecard analysis➤ Enhanced refunding model and debt profile maintenance	<ul style="list-style-type: none">➤ One of the largest municipal advisory firm in the Carolinas with 10 registered municipal advisors located in Charlotte➤ Value high touch relationship – in person meetings and regular conference calls➤ Team approach to providing advisory services – client will always have access to multiple senior level advisors	<ul style="list-style-type: none">➤ Client service embedded into our mission statement➤ Always seek solutions that are relevant and make sense for our clients➤ Decades of fostering positive relationships with industry professionals to help our clients➤ Client service proven by growth in the number of clients



First Tryon's Approach / Role of a Municipal Advisor

First Tryon takes a three-pronged approach to servicing its clients needs



- Pre-Planning
 - Understanding the client's short and long-term objectives
 - Debt Capacity/Affordability
 - Debt Modeling and Capital Planning
 - Evaluation of Financing Alternatives
 - Credit Strategy
 - Monitor Refinancing Opportunities
 - Apprise client of market conditions
- Transaction Implementation
 - Develop timeline / assist with procurement of additional professionals (underwriters, trustees, verification agents, etc.)
 - Coordinate meetings with the working group and LGC
 - Document review and comment
 - Coordinate meetings/calls with rating agencies, prepare materials
 - Evaluate bond proceeds investments
 - Coordinate sale/pricing (public market or bank loan)
- Ongoing Service
 - Investment management
 - Rating surveillance and credit matters
 - Monitor refinancing opportunities
 - Keep client informed of new regulations, economic conditions, and rating agency news that may impact the client
 - Evaluate underwriter / bank ideas or proposals, as requested
 - Attend or present at meetings as requested



Recent and Upcoming North Carolina Transactions

We have experience serving our clients on a variety of bank placed and publicly sold transactions

 <p>\$11,400,000*</p> <p>Combined Enterprise System Revenue Refunding Bond</p> <p>Refunding 12/16/2025 Bank Placement Tax-Exempt N/A</p>	 <p>\$3,425,000</p> <p>Limited Obligation Bond</p> <p>New Money 10/14/2025 Bank Placement Tax-Exempt N/A</p>	 <p>\$3,225,000</p> <p>Installment Financing</p> <p>New Money 9/11/2025 Bank Placement Tax-Exempt N/A</p>	 <p>\$26,500,000</p> <p>Installment Financing</p> <p>New Money 8/28/2025 Bank Placement Tax-Exempt N/A</p>
 <p><u>Mooresville, NC</u></p> <p>\$15,230,000</p> <p>Limited Obligation Bonds</p> <p>New Money 8/28/2025 Public Sale Tax-Exempt/Taxable Aa1/AA/NR</p>	 <p><u>Caldwell County, NC</u></p> <p>\$2,275,000</p> <p>Installment Financing</p> <p>New Money 8/13/2025 Bank Placement Tax-Exempt N/A</p>	 <p><u>Hendersonville, NC</u></p> <p>\$10,025,000</p> <p>Water & Sewer Revenue Bonds</p> <p>New Money 7/30/2025 Public Sale Tax-Exempt Aa3/NR/NR</p>	 <p><u>Matthews, NC</u></p> <p>\$10,560,000</p> <p>General Obligation Bonds</p> <p>New Money 4/23/2025 Public Sale Tax-Exempt Aaa/AAA/NR</p>

*Preliminary par amount



First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

WWW.FIRSTTRYON.COM

MSRB Registrant

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BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
DECEMBER 9, 2025



Agenda Item H-8

**Consideration of Bond Counsel Services Agreement with
Parker Poe for Installment Financing Contract**

Background

Similar to the prior discussion regarding First Tryon Advisors, the Town also needs bond counsel representation for this bank placement. Parker Poe performs this service for many local governments in North Carolina, and specifically, would provide legal services for the Contract and an opinion as to the validity of the Contract and the federal and state tax treatment of the interest with respect to the Contract, subject to usual and customary exceptions

First Tryon Advisors

For most large debt projects such as this, local governments in North Carolina utilize a bond counsel to act as the Town's legal representative. The cost for services related to bank placed debt is substantially lower than the fee if the Town pursued bond placement. The cost for this work is \$35,000 and is also reimbursable as part of the overall debt package upon a resolution by the Board.

Recommendation

Staff recommends approval of this bond counsel agreement with Parker Poe.



Rebecca B. Joyner

Partner

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Direct Fax: 919.834.4564

rebeccajoyner@parkerpoe.com

Atlanta, GA

Charleston, SC

Charlotte, NC

Columbia, SC

Greenville, SC

Raleigh, NC

Spartanburg, SC

Washington, DC

December 5, 2025

VIA E-MAIL

Mr. Jonathan Kanipe
Town Manager
Town of Biltmore Forest, North Carolina
Email: jskanipe@biltmoreforest.org

***Town of Biltmore Forest, North Carolina
Installment Financing Contract***

Dear Jonathan:

Thank you for asking Parker Poe Adams & Bernstein, LLP (the “*Firm*”) to serve as bond counsel in connection with the Town of Biltmore Forest’s above-described installment financing contract (collectively, the “*Contract*”).

Scope of Engagement. Our understanding is that the Town intends to execute and deliver the Contract to finance a new police headquarters (the “*Project*”) and the costs related to the execution and delivery of the Contract. First Tryon Advisors is serving as the Town’s financial advisor. As bond counsel, the Firm will provide legal services for the Contract and an opinion as to the validity of the Contract and the federal and state tax treatment of the interest with respect to the Contract, subject to usual and customary exceptions.

Specifically, our services as bond counsel will include:

1. participation in meetings with Town staff and financial advisor and, to the extent deemed necessary by the Town staff, with the Town Council, regarding the structuring and authorization of the Contract;
2. preparation of the bond documents and related approvals relating to the authorization, execution and delivery of the Contract;
3. preparation of all other papers required as a condition precedent to the execution and delivery of the Contract;
4. assistance to the Town with respect to matters before the Local Government Commission;
5. working with the purchaser and their counsel to satisfy their conditions for the execution and delivery of the Contract; and

6. as bond counsel, delivery of an opinion as to the validity of the Contract and the federal and state tax treatment of the interest with respect to the Contract, subject to usual and customary exceptions.

The Town will be represented by the Town Attorney with respect to all material matters as between the purchaser and the Town. The Firm does not represent to any other party involved in this transaction with respect to the Contract. The scope of the legal services that Parker Poe will provide may be expanded during the course of this engagement pursuant to communications establishing a specific mutual understanding of the services the Firm is to perform.

Advance Waiver of Conflicts. We are making you aware that our Firm has represented, currently represents and expects to represent in the future, financial institutions who are likely to be the purchaser of the Contract in matters unrelated thereto. Because the Town is represented in this transaction by the Town Attorney, and the Town Attorney shall serve as the Town's counsel with respect to all material matters and negotiations as between the purchaser and the Town, we do not consider our role as bond counsel to the Town to create a conflict of interest. However, we are requesting that the Town waive any potential conflict of interest that may arise. If any issues arise that we believe create a genuine conflict of interest, we will immediately inform you and work with the Town Attorney to resolve the matter consistent with our ethical responsibilities.

In addition, Parker Poe currently represents or expects to represent in the future clients in property tax appeals, zoning matters, easement matters and condemnation matters whose interests may be adverse to North Carolina local governments, including the Town ("*Adverse Matters*"). Because Parker Poe's representation of the Town in connection with the execution and delivery of the Contract is unrelated to the Adverse Matters, we do not believe we will obtain any confidential information of the Town that could be used to its disadvantage in the representation of other clients in the Adverse Matters. We are asking that the Town waive any potential conflict of interest that may arise with respect to current or future representation of other clients in the Adverse Matters, and agree that it will not object to Parker Poe's continued and future representation or seek to disqualify Parker Poe from representing other clients in continued or future Adverse Matters, as a result of our service as bond counsel to the Town.

Should Parker Poe be asked to handle a matter for a client that would be adverse to the Town in a matter not covered by the above description of the Adverse Matters, or in a matter that involves the Town as bond issuer, Parker Poe would immediately inform the Town Attorney and seek to resolve the matter consistent with our ethical responsibilities.

Staffing and Legal Fees. I will be the Town's primary contact for our Firm's work on the Contract with support from Carlos Manzano and our tax team, Mike Larsen and Molly McCabe. The Firm will provide services as bond counsel on the Contract for a fee of \$35,000.

Standard Terms of Engagement. Additional information regarding fees and other important matters is set forth in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Engagement carefully.

Mr. Jonathan Kanipe
December 5, 2025
Page 3

We sincerely appreciate the opportunity to serve the Town of Biltmore Forest. If the provisions set forth above are consistent with your understanding, please sign below, keep a copy of the letter for yourself and return the original to us for our records.

Sincerely,

Rebecca B. Joyner
Rebecca B. Joyner

Agreed to and accepted
this _____ of December, 2025.

TOWN OF BILTMORE FOREST, NORTH CAROLINA

By: _____

Title: _____

cc: Carlos Manzano, Esq.

PARKER POE ADAMS & BERNSTEIN LLP

STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

5. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

6. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm. This engagement involve a transaction subject to a "bill at close" arrangement whereby client and the firm agree that legal fees and disbursements shall be paid from closing proceeds at the conclusion of the transaction. A "bill at close" arrangement is not the same as a contingency fee (where the firm receives payment only if a certain result is achieved). If the client terminates the firm's services or elects not to consummate the financing, the firm and the client will mutually agree at that time on appropriate compensation based on the amount of time the firm has spent on the matter to that date.