

## PROPOSED AGENDA

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

To be held Tuesday, February 11, 2020 at 4:30 p.m.

#### A. Roll Call by the Clerk

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

#### B. Approval of the Minutes

1. The minutes of the special call meeting held on January 14, 2020 will be considered for approval.
2. The minutes of the Regular Meeting held on January 14, 2020 will be considered for approval.

#### C. Reports of Officers

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

#### D. Special Presentation – Dr. Jennifer Mullendore, Medical Director – Buncombe County Health and Human Services

#### E. New Business

1. Consideration of FYE20 Audit Agreement with Carter, P.C.
2. Recommendation for Consultant Selection – Greenwood Park Stream Restoration Project
3. Discussion of New Land Use Regulations (N.C.G.S. 160-D)
4. Accessory Structure Discussion
5. Introduction of New Public Works Director

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

#### G. Public Comment

#### H. Closed Session Pursuant to N.C.G.S. 143-318.11 (5)

#### I. Adjourn

MINUTES OF SPECIAL CALL MEETING OF THE MAYOR AND TOWN  
COMMISSIONERS OF

BILTMORE FOREST HELD TUESDAY, JANUARY 14, 2020.

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

Roll call by the Clerk:

Mayor George F. Goosmann, III, present

Commissioner Fran G. Cogburn, present

Commissioner Doris P. Loomis, present

Commissioner E. Glenn Kelly, present

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

Mayor Goosmann called the meeting to order at 3:30 pm.

The purpose of the meeting was to discuss the Ordinance regarding fences, walls, and gates.

Mayor Goosmann discussed electric fences. Mr. Kanipe said this issue will be observed and hoped that residents' no longer have active electric fences. Mayor Goosmann said there is an electric fence on a property, which runs very close to a neighboring property line. This fence is also not buffered and unsightly. The neighboring property owner also believed this electric fence is active.

Further discussion was considered over what can be done with unsightly fences. Mr. Kanipe said there is no definition as to what an unsightly fence is and what it would look like. Mr.

Billy Clarke said this would be an enforcement issue. Mr. Clarke suggested stating the terms such as unsightly, disrepair, and falling down as possibilities.

Mr. Clarke said there are new amendments to land use regulations in North Carolina, which requires the Town to have a Comprehensive Plan within the next few years. The purpose of the Preamble was to make it clear why Biltmore Forest is regulating fences and Biltmore Forest has a history of being an open area.

Mayor Goosmann asked about fencing for dogs in the rear yard. Under the new Ordinance, a fence would be allowed with a Special Use Permit and it would have to go through the review process. A rationale would not be needed.

The next topic of discussion was regarding the words, “must,” “may,” and “shall.” Mr. Clarke said there may be situations where the Board of Adjustment would not want to use the wording of “must” and/or “shall.” “Sufficient buffering” was also suggested as wording to the Ordinance.

Commissioner Loomis suggested saying “buffering sufficient to screen a fence from neighboring properties shall be required.”

Commissioner Cogburn would like to see mandatory language where buffering has to be included if a homeowner has a fence installed. In Section, 153.049 (A)(2), if this is changed to say, “Mature vegetation or other buffering sufficiently screening the fence, gate, or wall from neighboring properties shall be required, to the extent necessary.”

Commissioner Cogburn said this statement sounded much more clear and accurate.

Commissioner Loomis prefers the word “may.”

Commissioner Cogburn prefers “must” or “shall” but prefers shall because it states it is mandatory and has to be done in order to make it clear it is the duty of the homeowner to properly buffer their fence so that it is not an eyesore to neighbors.

Mayor Goosmann asked for clarification on where the front of the house is located on certain properties. Mr. Kanipe said whatever part is closest to the street is the front. The front is determined on where the longest street frontage is.

Pool fencing was discussed. There has to be a four-foot high fence around a pool but the building code does not say how far back the fence needs to be.

Mayor Goosmann said there will be an expert from Buncombe County at the Board of Commissioners meeting in February to discuss Lyme disease.

Commissioner Cogburn discussed driveway gates and the 14 foot clearance for emergency vehicles which was mentioned by Mr. Trevor Lance (Skyland Fire Department) at the prior month Board of Commissioners meeting. Commissioner Cogburn suggested the Ordinance in Section 152.049(B)(4) say that in addition to, “Driveway gates must open wide enough to provide ingress and egress for emergency vehicles.” adding a 14 foot minimum clearance be added to this statement.

Commissioner Kelly said some of the wording “must, may, and shall” did not get added into the draft in Section B(1)-(4) of the proposed Ordinance. Commissioner Kelly said the wording in this section should have the word “shall” and not the word “must” or “may.” Commissioner Kelly said this should also apply to Section C. Mr. Kanipe said the only reason “shall” was inserted

instead of “may” is because it may require Board of Adjustment approval. Commissioner Kelly clarified and said it should only be applied in the section of what you can and cannot do. Mr. Clarke verified in Section C(2), it would say “shall” not be replaced. Commissioner Kelly agreed and said “must” should be changed to shall in Sections B(1), B(3), and B(4).

Mr. Kanipe asked the Board if clarification is needed for the height of a deer fence and the height of a standard fence. The Board agreed and said clarification is needed. A definition of deer fencing would be defined as well as materials of deer fencing. In addition, clarification of height of regular fencing and deer fencing will also be revised.

Mayor Goosmann said there should be resolution on what would define an unsightly fence.

Ms. Joyce Young said she was unhappy with a Board of Adjustment member saying he did not care about what the Town Ordinances say. Mayor Goosmann said this issue is being addressed. Ms. Young feels the Board of Adjustment uses their discretion a lot.

Ms. Martha Barnes said screening is rather difficult for fencing because in some cases it can still be visible.

Ms. Judith Pigossi does not support having fences in the Town.

Ms. Laura Wrenn said the dynamic could be difficult interacting with neighbors at times. Ms. Wrenn used an example of a weapons ordinance and the interaction she had with a neighbor. Ms. Wrenn thought the Ordinance had changed but Mr. Kanipe clarified the Ordinance had not been changed.

Ms. Young wondered if a resident is aware of the additional cost of buffering when putting a fence up.

Ms. Young also suggested Ms. Adrienne Isenhower have a few meetings a year to discuss Town Ordinances with Town residents.

Mr. Richard Pigossi does not support fences. Mr. Pigossi said if fences are installed then residents should be told about buffering and abide by the rules of buffering.

There being no further business, Mayor Goosmann adjourned the meeting at 4:23 p.m.

ATTEST:

---

Laura Jacobs, Town Clerk

---

George F. Goosmann, III, Mayor

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS OF  
BILTMORE FOREST HELD JANUARY 14, 2020.

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

Roll call by the Clerk:

Mayor George F. Goosmann, III, present

Commissioner Doris P. Loomis, present

Commissioner E. Glenn Kelly, present

Commissioner Fran Cogburn, present

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

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

Mayor Goosmann asked for a motion to approve the December 10, 2019 minutes. A motion was made by Commissioner Cogburn. The motion was seconded by Commissioner Loomis and unanimously approved.

Mr. Trevor Lance gave the monthly report for Skyland Fire Department. There were 32 reported calls for the month. Mr. Lance said next week will get cold and many will see more carbon monoxide detectors go off. Mr. Lance said to check batteries in carbon monoxide detectors. Mr. Lance also said to make sure space heaters are three feet away from any object. Mayor Goosmann thanked the fire department for all their hard work

Lieutenant Mark Allen gave the report for the Police Department. Chief Chris Beddingfield was at the North Carolina Chiefs Association Conference. There were 689 calls for service which includes 179 vehicle stops.

Officers have been working hard at patrolling Vanderbilt Road. Sergeant Burrell put on a food drive and the department members donated food to help others.

Mr. Terry Crouch gave the monthly report for the Public Works Department. Mr. Crouch said leaf pickup was still ongoing.

Ms. Adrienne Isenhower gave the monthly Planning report. There was a Special Use Permit issued for landscaping and a permit issued for a parking garage for MAHEC. There were also two variance requests for roof coverage overage and both of those requests were withdrawn. Both of them will be coming back to meet the requirements for roof coverage.

Ms. Levonia Reese gave the audit report for FYE 19. The Local Government Commission was significantly delayed in issuing their template that they released to auditors and they were released in October this year with Amendments and revisions.

An unmodified opinion was issued. This was a clean opinion.

The Government wide total assets increased about 1.6 million. There were increases in cash but mostly in construction for Public Works. Capital Assets increased by 1.2 million.

The total outstanding debt for the Town was about 4.3 million. This was an increase of almost \$500,000. The Net Position increased about \$380,000.

The General Fund decreased about \$420,000. This was mainly due to a transfer of funds from the General Fund into the Capital Projects Fund for the Public Works building.

The General Fund had a positive variance of almost \$385,000 from budget which was about a \$120,000 Variance on Revenue and \$265,000 Positive Variance for Expenses.

The project authorization for the Public Works building was about 1.5 million. The current cumulative Expenses as of today was about 1.3 million.

The Water Fund Assets decreased about \$100,000. The Water Fund had favorable results. \$38,000 of surplus over budget.

The Town Tax Collection rate is in the 99<sup>th</sup> percentile.

Mr. Kanipe said the Popular Annual Financial Report and Comprehensive Financial Report were issued to the Board and will also be issued to residents.

Mr. Kanipe discussed the agreement with ClarkNexsen architects for Town Hall. Commissioner Kelly asked how much this project will cost. Mr. Kanipe said the estimated budget is approximately \$243,000. Commissioner Loomis made a motion was made to approve the proposed contract. Commissioner Cogburn seconded the motion. The motion was unanimously approved.

Mr. Kanipe discussed the recommendation for RFQ Selection-Stormwater On-Demand Services. WithersRavenel and McGill were recommended by Mr. Kanipe. A motion was made by Commissioner Cogburn. Commissioner Kelly seconded the motion. The motion was unanimously approved.

Mr. Kanipe discussed the Resolution 2020-01-Surplus of Town Personal Property. This would give the Town authority to sell on GovDeals. There is quite a bit of Public Works equipment that needs to be sold. Commissioner Kelly moved to approve the Resolution. Commissioner Cogburn seconded the motion. The motion was unanimously approved.

Next, there was discussion about accessory structures. Mr. Kanipe said that a Work Session discussion just occurred. An amended version with deer fencing specifics and width and height requirements for emergency vehicles will be presented next month. The Town Attorney and Town Manager will work on synthesizing the information from today and discuss further.

The Public Works Director, Mr. Terry Crouch is retiring February 6<sup>th</sup> along with Mr. David Arrington. On January 28<sup>th</sup> from 4-6pm, there will be a retirement reception at the Town Hall for Mr. Crouch and Mr. Arrington.

Mr. Jim Hyler said he and his wife live at 57 Stuyvesant Road. Mr. Hyler thanked the Board for the speed bumps installed on Hilltop Road. Mr. Hyler asked for consideration of speed bumps on Stuyvesant Road. Mr. Hyler said it is becoming dangerous for people to walk and Mr. Hyler said speed bumps will greatly help. Commissioner Kelly said there are already speed bumps on Stuyvesant Road. Mr. Hyler agreed but said there are no speed bumps between Hilltop and Southwood on Stuyvesant Road.

Mr. Kanipe said the Buncombe County Health Director will discuss Lyme disease and tick related illnesses at the Board of Commissioners meeting next month

Mr. Kanipe said temporary speed bumps were installed on Hilltop Road. Speed radar sign has been put out to see if it reduces the traffic speed.

Mayor Goosmann inquired about the Eastwood Road/Hendersonville Road stoplight. Mr. Kanipe said he has not heard back from the Department of Transportation. Mr. Kanipe recognized Ms. Helen Stephens and said she was awarded the North Carolina Finance Officers Association Certification.

### **PUBLIC COMMENT**

Ms. Laura Wrenn made public comment about the deer. She asked how many deer are left. She asked if blood was tested to find out if they have Lyme disease. She asked about the holiday fund and would like more of the public to be notified to donate to this fund. Ms. Wrenn also noted she spoke with two representatives from WithersRavenel and said they had not addressed her drainage concern in the master plan. Mr. Kanipe relayed the steps the Town had taken previously to address this issue, and noted that stormwater maintenance was only performed on town property.

Ms. Martha Barnes suggested when someone comes to Board of Adjustment to apply for a fence, please show a detailed plan as a courtesy to the neighbors.

Ms. Mary Goodkind commented about enormous trucks near Ridgefield and to please keep an eye on commercial traffic. Mayor Goosmann said they are keeping an eye on it. Mayor Goosmann asked Mr. Crouch to look into and address this issue.

Ms. Toya Hauf appreciated the interest in police patrol in our area. Ms. Hauf suggested speed bumps on Vanderbilt Road. Ms. Hauf also suggested dog waste pickup stations be located at several different streets in addition to what is already at the parks. Mayor Goosmann agreed with Ms. Hauf about adding dog waste stations. Commissioner Cogburn said people driving need to slow down. Commissioner Cogburn asked about the entrance signs telling people to slow down when entering the Town. This was discussed at a previous meeting. Mr. Kanipe said they are in the process of looking at this.

Mayor Goosmann adjourned the meeting at 5:17pm

The next Board of Commissioners meeting is scheduled for Tuesday, January 14, 2020 at 4:30 p.m.

ATTEST:

---

Ms. 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](http://www.skylandfire.com)

### Biltmore Forest Valley Springs Station

### Incident Response

January 2020

<b>Station: 4 - BILTMORE FOREST STATION</b>	
111 - Building fire	1
311 - Medical assist, assist EMS crew	2
321 - EMS call, excluding vehicle accident with injury	1
324 - Motor vehicle accident with no injuries.	2
400 - Hazardous condition, other	1
412 - Gas leak (natural gas or LPG)	1
510 - Person in distress, other	1
554 - Assist invalid	3
571 - Cover assignment, standby, moveup	1
611 - Dispatched & cancelled en route	3
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	1
730 - System malfunction, other	3
743 - Smoke detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	2
813 - Wind storm, tornado/hurricane assessment	1

**# Incidents for 4 - Biltmore Forest Station: 26**

Respectfully Submitted,

**Ryan M. Cole**

Chief Ryan M. Cole  
 Skyland Fire Rescue

## *Monthly Report for Public Works*

*1/15/20 thru 2/11/20*

- *The 2019 leaf season has been completed. We began brush pickup on January 15<sup>th</sup> and have collected 23 loads of brush.*
- *25.40 tons of garbage were collected.*
- *14.94 tons of recycling were collected.*
- *The new recycling schedule, Code Red information, and the Popular Annual Financial Report were delivered to all residents by Public Works*
- *The leaves were blown from the roadway and road shoulders.*
- *There were approximately 70 special requests from residents.*
- *We had 25 utility locate requests.*
- *Two bacteriological tests were collected and were found in compliance with the state.*
- *Charles inspected 10 trees for the residents.*
- *Several streetlights have been vandalized and we are currently in the process of making repairs.*
- *The trees around the pond on Hemlock Road have been trimmed.*
- *Hydrant inspections for the South have been completed.*
- *The leaves in Rosebank Park were blown and removed.*

### ***Upcoming Projects***

- *Public Works will begin installing several new meter boxes this month. These will be replaced because the metal lids inhibit the Beacon cellular uplink.*
- *We're still working on moving in and organizing the new Public Works building.*
- *The fallen trees on Brookside will be getting more attention if the weather cooperates.*
- *The items for GovDeals.com have been listed.*

**BILTMORE FOREST POLICE DEPARTMENT**  
**Department Head Report**

February 11th, 2020 Board of Commissioners Meeting  
*Chris Beddingfield, Police Chief*

**Police Dept. Monthly Report 01/01/20-01/31/20**

**Calls for Service: 693**

**Officers responded to the following calls for service:**

Accident - 4	Accident - PI - 0
Alarm - 26	Animal Carcass - 0
Assist EOC -5	Assist Motorist - 8
Assist Other Agency - 12	Assist Resident - 9
Bear Report - 0	Business Check - 124
Busy - 13	Crime Prev. - 4
Chase- 0	Direct Traffic - 1
Distressed Animal - 0	Disturbance - 1
Dog Complaint - 12	Domestic disturbance-1
Fire - 3	Fight- 0
Hit and Run - 0	House Check - 102
Improper Parking- 1	Incomplete 911- 0
Investigation - 3	Intoxicated Driver- 0
Mental Patient - 0	Missing Person - 0
Noise Disturbance - 0	Ordinance Violation - 6
Out of Service - 0	Out of Town - 5
Person Down - 0	Power Outage - 0
Radar Operation - 19	Road Blocked - 6

Service of Car - 0	Sign Ord Violation - 0
Special Assignment – 1	Special Check - 29
Speed/Reckless Driving- 0	Suspicious Person - 8
Suspicious Vehicle – 34	Vandalism - 4
Vehicle Stop – 178	Well-being Check – 5

**Total Number of Calls: 693**

**Arrests:** 4-Felony Arrests; 6 Charges - 3 Possession of Methamphetamine, 1 Possession of Schedule 4, 2 Identity theft

6-Misdemeanor Arrests; 16 Charges- 2 DWI, 2 Possession of Marijuana, 5 Drug Paraphernalia, 1 Carrying Concealed Gun, Several Court Violations and various minor traffic charges

**Time Consumption Summary:**

Approximations

Business Checks- 5 hours

House Checks- 3 hour

Radar Operation- 16 hours

Vehicle Crash Investigation- 1 hour

**Notable Calls and Projects:**

Assisted Deerfield Community with a perimeter security assessment and active shooter training

Several significant arrests out of traffic stops-One incident involved fentanyl, methamphetamine, and heroin. One involved the recovery of multiple stolen credit cards and checks. These were tied back to car break-ins in Asheville and Buncombe County. There were also crimes related to mail fraud. The investigation now involves APD, BCSO, and the US Postal Service.

House check led to the recovery of a stolen utility trailer

Chief attended North Carolina State Police Chief’s Conference

355 Vanderbilt Rd | Asheville, NC 28803  
Po Box 5352 | Asheville, NC 28813  
P (828) 274-0824 | F (828) 274-8131  
www.biltmoreforest.org



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

Jonathan B. Kanipe,  
Town Administrator

---

## PLANNING AND CODE ENFORCEMENT JANUARY 2020

Staff completed 68 site inspections for potential ordinance violations or for active zoning permits.

Six zoning clearance letters were issued for 6 Busbee Road, 883 Hendersonville Road, 14 Westwood Road, 11 Westwood Road, 1 Hilltop Road, and 27 White Oak Road for interior renovations and/or exterior repairs.

Board of Adjustment met January 13<sup>th</sup> at 4:00 p.m. at Town hall to review one request.

15 Cedar Chine Drive- A special use permit was approved for installation of landscaping boulders. The zoning permit was issued after approval by the Design Review Board January 17<sup>th</sup>.

The Design Review Board approved two additional projects January 17<sup>th</sup>.

883 Hendersonville Road – A zoning permit was issued for garage door replacement.

23 Eastwood Road – A zoning permit was issued for a home renovation.

The Board of Adjustment will meet on February 24, 2020 at 4:00 p.m. at Town Hall to review four requests.

15 Park Road – A special use permit is requested for a swimming pool in the rear yard.

57 Forest Road – A special use permit is requested for the addition of an accessory building and playground equipment in the side/rear yard.

Carolina Day School – A five-year extension on an existing special use permit for modular classrooms is requested.

57 Chauncey Circle- The property owner has presented plans for construction of a new single family home. A special use permit is requested for a swimming pool and required fencing. The original variance request for exceeding the maximum allowed roof coverage, submitted in December, has been withdrawn as the new plans are now within compliance of the requirement.

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



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

Jonathan B. Kanipe,  
Town Manager

## MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Town Manager's Report

Date: February 4, 2020

---

### Eastwood Road/Hendersonville Road Traffic Light

The Town was pleased to see the traffic light at Hendersonville and Eastwood Roads was changed to a flashing yellow arrow in late January. We have received numerous thank you calls from residents and have passed this on to NC DOT for their help and assistance.

### Hilltop Road Speed Bump Installation

The speed bumps installed by the Town on a temporary basis have been successful in reducing speed and traffic along Hilltop Road. We have received positive feedback from residents in this area, with the only negative feedback being the loud noise from the temporary speed bumps. As mentioned previously, the Town plans to remove these and install permanent asphalt speed bumps that are in the appropriate location.

### Town Website Update

The Town is currently working with VC3 to update our website. You may recall that when the Town entered into an agreement with VC3 for this work in 2014, an automatic update was included in the pricing. Staff is currently working to review mockups to the site and will be making changes that improve the navigation on the site.

### Coordination with The Ramble Residential Services

In January, I met with representatives from FSI Residential. This company handles residential management for The Ramble. We discussed ways that the Town and Ramble could work cooperatively to ensure new residents or those interested in purchasing a home in The Ramble were aware of the Town's ordinances and requirements. We also discussed methods of determining when permit review was complete for each entity. The goal is to ensure there is no miscommunication from The Ramble or Town when it comes to development expectations. Staff will continue working to improve this communication and will attend a Ramble Design Review Committee meeting in the near future.

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



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

## MEMORANDUM

To: Mayor and Board of Commissioners  
From: Jonathan Kanipe, Town Manager  
Re: Consideration of FYE 2012 Audit Contract  
Date: January 29, 2020

---

### Background

The Town's current audit firm, Carter P.C., has provided the draft contract for the completion of the 2020 FYE audit. This contract is required by the LGC and once approved by the Town will then be sent to the LGC for approval.

### Action Requested

Staff recommends approval of the proposed agreement.

January 23, 2020

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

We are pleased to confirm our understanding of the services we are to provide Town of Biltmore Forest, North Carolina for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Biltmore Forest, North Carolina as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Biltmore Forest, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Biltmore Forest, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

### **Audit Objective**

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

### **Audit Procedures - General**

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

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

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

### **Audit Procedures - Internal Control**

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

### **Audit Procedures - Compliance**

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

### **Other Services**

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

### **Management Responsibilities**

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

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

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

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

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

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

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

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

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

### **Engagement Administration, Fees, and Other**

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

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

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

We expect to begin our audit in August 2020 and to issue our reports no later than October 31, 2020. Levonia B. Reese, CPA is the managing director and is responsible for supervising the engagement and signing the report.

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

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

We estimate that our fees for the audit and other services will approximate \$23,615. You will also be billed for travel and other out-of-pocket costs such as report production, postage, mileage, etc. Out-of-pocket expenses are estimated to range from \$450 - \$550. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

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

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

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

Very truly yours,



Levonia B. Reese, CPA  
Vice President & Managing Director

The Honorable Mayor and Members  
of the Board of Commissioners  
Town of Biltmore Forest  
Page 8

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

Management signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

The of and	Governing Board The Honorable Mayor and Board of Commissioners
	Primary Government Unit (or charter holder) Town of Biltmore Forest, North Carolina
	Discretely Presented Component Unit (DPCU) (if applicable)

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

and	Auditor Name Carter, P.C.
	Auditor Address 16 Biltmore Avenue, Suite 200, Asheville, North Carolina 28801

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
-----	--------------------------------	-----------------------------------

*Must be within four months of FYE*

hereby agree as follows:

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

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

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

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

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

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

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

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

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

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

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

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

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Jonathan Kanipe	Town Manager	ikanipe@biltmoreforest.org

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

Primary Government Unit	Town of Biltmore Forest, North Carolina
Audit Fee	\$ 17,712
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 5,903
All Other Non-Attest Services	\$ See engagement letter
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 17,712.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	NA
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Carter, P.C.	
Authorized Firm Representative (typed or printed)* Levonía B. Reese, CPA	Signature* 
Date* 01/23/20	Email Address* levonia.reese@carter-cpa.com

**GOVERNMENTAL UNIT**

Governmental Unit* Town of Biltmore Forest, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

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



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

## MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Recommendation for Consultant Selection – Greenwood Park Stream Restoration Project

Date: January 29, 2020

---

### Background

The Town applied for, and received, a stream restoration loan from the Division of Water Infrastructure in August 2019. As part of the loan application process, the Town must request qualifications from interested engineering firms to perform this work. The Town issued this RFQ at the conclusion of 2019 and received submissions from the five (5) firms below (listed alphabetically).

- (1) Bell Engineering
- (2) Headwaters Engineering
- (3) Jennings Environmental
- (4) Wildlands Engineering
- (5) WithersRavenel

Based upon the submitted qualifications and previous scope of work, including familiarity with this specific project, staff recommends the Board move forward with WithersRavenel for this project. WithersRavenel staff developed the loan application for this project, has performed the Town's storm water master plan, and developed the master plan for Greenwood Park. For these reasons, as well as their strong qualifications and performance on similar projects, staff believes this is the appropriate firm to engage for this project.

### Action Requested

Staff requests selection of WithersRavenel for the Greenwood Park Stream Restoration Project.

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



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

## MEMORANDUM

To: Mayor and Board of Commissioners  
From: Jonathan Kanipe, Town Manager  
Re: Discussion of New Land Use Regulations (N.C.G.S. 160-D)  
Date: January 30, 2020

---

### Background

The Town Attorney and I attended a School of Government workshop in late January related to the substantive changes associated with the new statewide land use regulations. We previously discussed this and have already begun using some of the changed verbiage (e.g. special use permit instead of conditional use permit). The workshop provided substantially more information regarding these changes and how to comply with the new state law. To that end, we have prepared a draft schedule for this work.

### New Statutory Deadlines

The Town must meet two specific deadlines, though there are moving pieces within each. The first requirement is to amend the existing zoning and development ordinances to bring them into compliance with the many changes in state law by **January 1, 2021**.

The second deadline requires the Town to update or adopt a comprehensive plan by **July 1, 2022**. If a comprehensive plan is not adopted by this time, the Town will be unable to maintain or enforce existing zoning and development regulations. Since the Town does not have a comprehensive plan at present, this requires the creation and adoption of such a plan. Staff will realistically need to begin this process no later than January 2021 to successfully complete this effort. This 18-month period will ensure all necessary components of a plan are included and any meetings, surveys, or draft plans are completed well ahead of time.

### Proposed Schedule

*April 2020* – Staff completes an overview of the Town Zoning and Development Ordinances and prepares memo to Town Attorney with recommended changes based on new NCGS 160D.

*June 2020* – Town Attorney presents draft changes based on NCGS 160D to Board of Commissioners at regular June meeting.

*July 2020* – Town Board of Commissioners provide feedback regarding proposed changes and request review by Planning Commission.

*August 2020* – Planning Commission provides recommendation to Board of Commissioners. If acceptable, Board of Commissioners direct staff to publish notice of public hearing at September 2020 Board meeting.

*September 2020\** – Board of Commissioners hold public hearing on proposed changes based on NCGS 160D. Potential vote on changes by Board of Commissioners at this meeting, after the Public Hearing.

*October 2020\** – If no vote for adoption at September 2020 meeting, Board of Commissioners will consider adoption of revised ordinance at October 2020 meeting.

*\*Subsequent to Adoption* – Town Clerk will certify the ordinance amendment and submit revised ordinance to the State and American Legal Publishing.

*January 2021* – Staff begins facilitation process and planning for comprehensive plan adoption. This includes scheduling public input meetings, drafting surveys for distribution and response, and coordinating feedback integration into the overall comprehensive plan. Further scheduling for the comprehensive plan will be developed during FY20-21.

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



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

## MEMORANDUM

To: Mayor and Board of Commissioners

From: Jonathan Kanipe, Town Manager

Re: Accessory Structure Discussion & Presentation of Revised Draft Ordinance

Date: January 30, 2020

---

### Background

Last month, the Board held a special call meeting prior to the regular meeting to discuss proposed amendments to the accessory structure ordinance. Specifically, the Board addressed feedback received at the November public hearing. During this meeting, several changes were offered to the last draft ordinance. Staff has made these requested changes and provided this amended version for the Board's review.

One specific change to note is that the North Carolina Wildlife Resources Commission (NCWRC) has specific recommendations for deer fences. NCWRC recommends a minimum of ten (10) feet in height for an adequate deer fence, and this is 2 feet higher than previously offered in the draft ordinance. The new ordinance does reflect this 10 feet high recommendation and offers specific examples from the NCWRC that conform to Town standards for deer fences. The Board can certainly amend this draft and limit deer fence height to eight (8) feet if preferable.

Please let me know if there are additional changes to be made or other adjustments to consider.

### Attachment

Revised draft accessory structure ordinance

**An Ordinance Amending the Town of Biltmore Forest Zoning Ordinance**

**§ 153.029 – Accessory Structures and Buildings**

*ADD the following under § 153.029 (B):*

**New Number “3” states as follows:**

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

§ 153.029 (C) is deleted in its entirety.

**§ 153.049 - Fence, Gate, and Wall Regulations**

**WHEREAS**, Biltmore Forest, originally part of the Vanderbilt Estate, was established almost 100 years ago; and

**WHEREAS**, Since its establishment, Biltmore Forest has been a forested residential community with substantial open space; and

**WHEREAS**, Historic continuity and preservation of the forest environment requires substantial open space for trees, plants and wildlife; AND

**WHEREAS**, Given the Town’s proximity to the Biltmore Estate, the Estate's large deer population, and the prevalence of other species including bear, the Town, through its Board of Adjustment, has received and continues to receive requests to approve fences and gates; and

**WHEREAS**, The Board Commissioners is committed to preservation and protection of the forested residential community while accommodating reasonable requests from its residents;

**WHEREAS**, Current and prospective residents can participate in the preservation and protection of the forested residential community and preserve open space by landscaping with plants that will not attract deer, confining dogs and other household pets with invisible fencing, limiting the construction of new fences, gates, and walls, and removing and not replacing existing fences, gates, and walls.

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

AMENDED VERSION – FEBRUARY 11, 2020  
New Town Zoning Ordinance  
Section 153.049

(A) New fences, gates, or walls may be approved by the Board of Adjustment as a special use, so long as the gate, fence or wall meets the following requirements.

- (1) The fence, gate, or wall is constructed entirely within the rear yard, is not located in any side or rear yard setbacks, and is constructed of materials deemed acceptable in 153.049(D)
- (2) Mature vegetation or other buffering sufficient to screen the fence, gate, or wall from neighboring properties shall be required to the extent necessary.

(B) A driveway gate and supporting columns may be approved by the Board of Adjustment as a special use so long as it meets the following requirements:

- (1) The Driveway Gate and columns shall not be located in the front or side yard setback of a property.
- (2) The Driveway Gate shall not be more than eight (8) feet in height.
- (3) The Driveway Gate must provide access for emergency services and first responders. This may be done via a lockbox code, strobe or siren activation switch, or other method with demonstrated reliability.
- (4) The Driveway Gate must open wide enough to provide for ingress and egress of emergency vehicles. The minimum acceptable standard is for the gate access to be fourteen (14) feet wide with a fourteen (14) foot minimum height clearance.

(C) Replacement of existing fences, gates, and walls shall be approved by the Board of Adjustment as a special use so long as the replacement fence is constructed of materials deemed acceptable in 153.049 (D) and meets the requirements below. A special use permit application to replace an existing fence, gate, or wall shall include a photograph of the existing fence or wall, specify the type of fence, gate, or wall, include a map or sketch depicting the height and length of the fence, gate, or wall and state whether or not the fence, gate, or wall is located within any setbacks.

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

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

- (1) Wooden fencing or gates shall be of natural color or painted in a manner compatible with the residence and the lot.

AMENDED VERSION – FEBRUARY 11, 2020  
New Town Zoning Ordinance  
Section 153.049

- (2) Non-wooden fencing and gates shall be black, dark green or brown and shall blend with surrounding trees or vegetation.
- (3) No new chain link fencing or gates shall be allowed.
- (4) Fences shall not exceed six (6) feet in height except that fences designed to prevent deer or other wildlife from entering the property shall not exceed ten (10) feet in height. Deer fences shall be constructed in accordance with North Carolina Wildlife Resources Commission standards for “Permanent Woven Wire Fencing” and “Permanent Solid-Wire Fencing”. Copies of these standards are available at the Town Hall or at the following web address [<https://www.ncwildlife.org/Learning/Species/Mammals/Whitetail-Deer/Fencing-to-Exclude-Deer#42041180-permanent-fencing>]
- (5) Walls should be constructed of stone or similar material, and shall be compatible with the construction materials of the house located on the same property.
- (6) When a fence, gate, or wall is not properly maintained or fails to comply with condition(s) imposed by the Board of Adjustment, the Town shall require the property owner to repair the fence, gate, or wall, or, remove the fence, gate, or wall at the property owner's expense. If the property owner fails to repair or remove the fence, gate, or wall, the Town may remove the fence, gate, or wall and recover the cost of removal, including the cost of disposal, if any, from the property owner.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
Attorney

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



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

## MEMORANDUM

To: Mayor and Board of Commissioners  
From: Jonathan Kanipe, Town Manager  
Re: Introduction of New Public Works Director  
Date: January 30, 2020

---

### Background

Terry Crouch retired as the Town's public works director in early February after 36 years serving the Town. The Town advertised for this job in early December 2019. We received many qualified applications and conducted interviews with five (5) individuals.

### New Public Works Director

I am pleased to introduce Harry Buckner as the Town's next Public Works Director. Harry holds a professional engineer's license and worked with McGill Associates for 24 years, including a substantial amount of time as a partner and owner. He has a thorough background in public works project management and civil engineering design, plan review, and organizational development. He has worked as a financial advisor for Northwestern Mutual the past three years, and is excited about this opportunity and working with the Town's public works department.

Harry is a Buncombe County native, a graduate of Erwin High School, and obtained his Bachelor of Science in Engineering from NC State University. His wife is a native of northern Buncombe County and they have one daughter. I am so pleased to have Harry join the Town staff and am certain he will provide years of service to the Town.