

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, September 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 August 12, 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. New Business

1. Presentation – AT&T Fiber Underground Project
2. Consideration of Resolution 2025-10 – Acceptance of State Cashflow Loan #3
3. Police Department/Public Works Facility Construction Development Update
4. Consideration of Agreement with DP3 Architects
5. Consideration of Ordinance 2025-4 – An Ordinance to Amend the Town Code
6. Consideration of Resolution 2025-11 – An Ordinance Declaring Surplus Personal Property

H. Adjourn

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

Meeting ID: 822 2845 5470

Passcode: 966757

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS
OF BILTMORE FOREST HELD AUGUST 12, 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 Tarleton made a motion to approve the consent agenda and the minutes from July 8, 2025. Commissioner Stephens seconded the motion and was unanimously approved.

PUBLIC COMMENT

There was no public comment

Deputy Chief Zach Cicillian from Skyland Fire Department presented in place of Chief Trevor Lance, who had a scheduling conflict. Deputy Chief Cicillian reported that for July 2025, there were 34 total calls. Highlights included one building fire, which was a mutual aid response outside of town limits, and six incidents where no emergency was found upon dispatch.

Deputy Chief Cicillian also provided a safety awareness reminder about hurricane season, noting that Hurricane Aaron was forming in the Atlantic and moving westward toward the Carolinas. He advised residents to prepare a 72-hour emergency preparedness kit including batteries, flashlights, and radios, drawing on lessons learned from Helene.

Chief Chris Beddingfield gave the report for the Police Department and reported the department handled 865 calls for the month, which was above their average of 800 calls. He noted several serious incidents on the town's borders, including gun violence across from town limits where they had assisted Asheville Police Department. In one case, a shooting victim drove to Biltmore Forest seeking safety. Chief Beddingfield emphasized that while Biltmore Forest remains a safe community, there is "no invisible fence" around the town, and incidents from neighboring areas can affect them.

Chief Beddingfield reported the department had been working with Carolina Day School, conducting community events for their summer camp and planning school safety discussions with faculty. Additionally, two telecommunicators, Ms. Aslyne Tate and Ms. Shannon Kimbrough were sent to the National APCO (Association of Public Safety Communications Officials) conference for training.

Chief Beddingfield also mentioned that after the report period, they had responded to two serious overdose cases in the middle of Hendersonville Road.

Mr. Harry Buckner gave the report for the Public Works Department. Mr. Buckner reported that the department had returned to their routine brush pickup schedule after completing storm cleanup. The north route took approximately ten working days to complete rather than the usual four to five days due to higher volume of debris. The south route was progressing more quickly and would be completed the following day, with the north route to resume the following Monday.

Mr. Buckner emphasized the need for residents to comply with brush policies, including creating neat stacked piles and not placing debris out more than five days before scheduled pickup (the 10th of the month for north route and the 25th for the south route).

He reported the completion of guardrail replacements around the I-40 bridge and noted they were waiting for pricing to repair damaged guardrails at Eastwood and Hilltop, as well as wooden guardrails on Greenwood Place and Arboretum.

Upcoming projects included road shoulder cleanup, weed management, and erosion repair work on Cedar Hill Road scheduled to begin the following Monday, weather permitting.

Discussion followed regarding utility lines, with Mayor Goosmann inquiring about Duke Energy's commitment to restart the underground power line project in the north section of town, which was supposed to have resumed in January 2025 but remained delayed. Mr. Kanipe noted that Duke had cited storm recovery as a reason for delays.

Mr. Kanipe and Mr. Buckner discussed ongoing challenges with communications companies, particularly AT&T, regarding downed cables and low-hanging lines. They reported some recent success after escalating concerns to state-level contacts, but many issues remained unresolved, with companies often classifying problems as "aesthetic" rather than safety concerns.

Commissioners explored possible legal recourse, with Town Attorney, Mr. Billy Clarke suggesting safety concerns would provide the strongest basis for action. Mr. Kanipe mentioned that a collective approach with other municipalities might be more effective.

Mr. Tony Williams was unable to give the Town Planning report as he was attending a zoning conference. Mr. Kanipe reported that 31 code enforcement notices of violation had been sent out as part of efforts to bring properties back into compliance post-hurricane. Approximately 40% of recipients had begun remediation work. Properties that fail to address violations within 30 days would receive a second notice informing them the town would perform the work and place a lien on their taxes for the cost.

Mr. Kanipe provided a detailed update on the town's FEMA recovery process, noting that the town had removed 405,000 cubic yards of debris which had been ground into 163,000 cubic yards of mulch. This represented 5% of the total storm debris in the affected region, despite Biltmore Forest accounting for only 0.016% of the land area.

Mr. Kanipe reported the town had received approximately \$6.9 million in debris recovery reimbursements, with approximately \$4.4 million still outstanding from federal and state governments. The town is continuing to submit requests and work with FEMA partners.

Mr. Kanipe stated that debris work was nearly complete, pending state approval for an ingress/egress point for a section of waterway at Southwood Road and Brookside Road.

Additional projects included: work on the Ridgefield Place and Hendersonville Road intersection, road striping on Vanderbilt and Stuyvesant Roads as well as portions of Brookside and Valley Springs Road, and repairs to road shoulders on upper Cedar Hill Road.

Mr. Kanipe also mentioned plans to purchase a new knuckle boom truck, as the current one has been in service for 11 years. He planned to research financing options and present them at the September meeting.

Finally, Mr. Kanipe reminded the Board about the upcoming joint meeting of the Board of Commissioners, Board of Adjustment, and Planning Commission scheduled for August 27th, facilitated by Erica Anderson from Land of Sky.

Commissioner Tarleton gave his Board member report and said the Metropolitan Sewerage District (MSD) adopted an \$86 million budget in June. In July, they re-elected Jerry Vebaun as Chairman and Al Whitesides as Vice Chairman. A significant construction project was approved for the Carrier Bridge pump station, costing approximately \$40 million over several years.

Commissioner Stephens noted there was no meeting of the French Broad River Metropolitan Planning Organization in the past month, with the next meeting scheduled for a week from Thursday.

NEW BUSINESS

Rachel Sawyer from Buncombe County gave an update on the Buncombe County Recovery Plan, serving as the Helene recovery lead since October. Ms. Sawyer provided an update on the long-term recovery plan being developed for Helene. She explained that while not required, such plans are a best practice to outline what each jurisdiction intends to do for community recovery.

The plan is being developed with technical support from FEMA's community assistance section and includes input from all municipalities in the county. Sawyer reported they had received over 2,600 responses to their Envision Buncombe survey, which identified top priorities including emergency preparedness, infrastructure, telecommunications, future event preparation, wildfire mitigation, restoration of public spaces, and protection of flood-prone land.

For Biltmore Forest specifically, survey results showed a strong interest in replanting trees and workforce development. Mr. Kanipe presented five proposed projects for the town's section of the plan:

1. Wildfire prevention through the Firewise program and debris removal
2. Stormwater management improvements
3. Stream and forest restoration
4. Emergency operations plan update
5. New police department with an emergency operations center

Ms. Sawyer explained the next steps would include compiling all municipalities' projects into a draft plan for public comment in September, with adoption anticipated in November.

The next topic of discussion is the Consideration of Tax Settlement FY 24-25. Tax Collector Ms. Krystal Curtis presented the annual tax settlement for fiscal year 2024-2025, detailing real and personal property taxes collected, along with penalties, costs, and interest.

Commissioner Stephens moved for acceptance of the tax collector annual settlement for 2024-2025. Commissioner Tarleton seconded the motion and was unanimously approved.

Next, the Consideration of Tax Collection Order FY 25-26 was presented which directs the Tax Collector to collect taxes for the coming fiscal year.

Commissioner Loomis moved for issuance of the order for tax collection for fiscal year 2025-2026. Commissioner Tarleton seconded the motion and was unanimously approved.

Following the vote, Ms. Curtis provided information for taxpayers, noting that per General Statute 105-348, taxpayers are responsible for their tax obligations even if they don't receive a bill. She encouraged residents to verify their mailing addresses with Buncombe County and to check their property information on the county website for accuracy to avoid discovery bills or material irregularity bills. She also reminded property owners they have the right to appeal their property values for the 2026 tax bills beginning in January.

The next business item, is the Consideration of Agreement with Biltmore Farms regarding Potential Claims associated with Vanderbilt Road Property. Mr. Kanipe explained that the Town was seeking to use town-owned land on Vanderbilt Road (approximately 10.9 acres) for a new public works facility. The property, received from Biltmore Farms in 1997, contained a deed restriction requiring a public vote before changing its use, which legal research determined was unenforceable and illegal as only the General Assembly can require a town to conduct an election.

Mr. Clarke presented two documents for consideration: a waiver of restrictions from Biltmore Farms and an indemnification agreement to hold Biltmore Farms harmless should claims arise. Attorney Clarke noted that Greg Hildebran, attorney for Biltmore Farms, had approved the waiver and was reviewing the indemnification agreement.

Commissioner Tarleton moved for the approval of the deed waiver and the release agreement. Commissioner Stephens seconded and was unanimously approved.

Mr. Kanipe discussed the Ratification of Extended Agreement between Town of Biltmore Forest and Southern Disaster Recovery, LLC. Mr. Kanipe explained that the Town's contract with Southern Disaster Recovery ended on July 31, 2025, but debris removal work was not completed. On July 30, he extended the agreement through September 28, 2025 (the one-year anniversary of the storm) and requested the Board's ratification of this extension.

Commissioner Stevens moved to ratify the contract extension with Southern Disaster Recovery, LLC. Commissioner Tarleton seconded and was unanimously approved.

The final New Business item is Commissioner Stephens introduced a discussion about creating a town flag. He explained that a neighbor had suggested the idea, and after researching municipal flags across North Carolina, he began developing design concepts. Commissioner Stephens presented a simple design that included green colors and the town's distinctive lamp post silhouette.

Commissioner Stephens shared feedback from the secretary of the national group of vexillologists (flag experts), who advised that text should be avoided on flags and rated their initial design as "an A" if text were removed. Commissioner Stephens indicated he would continue developing drafts, potentially working with a graphic designer to refine the concept.

Commissioner Stephens proposed gathering board feedback on designs before soliciting community input, with the eventual goal of having a town flag for display and possibly offering smaller versions or bumper stickers for residents.

The Board discussed the benefits of having multiple design options and ways to involve community members in the selection process, such as displaying designs on the Town's website.

Commissioner Loomis and Commissioner Tarleton asked about the purpose of having a flag and requested information about other municipalities with flags, which Stephens offered to provide.

A motion was made by Commissioner Tarleton at 5:29pm to go into Closed Session pursuant to NCGS 143-318.11 (a) (3) to preserve attorney-client privilege. The motion was seconded by Commissioner Loomis and unanimously approved.

The meeting was adjourned at 5:37pm.

The next meeting is scheduled for Tuesday, September 9th at 4:30pm.

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

August 2025

Incident Type (NFIRS)

311 - Medical assist, assist EMS crew	4
320 - Emergency medical service incident, other	1
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
554 - Assist invalid	3
571 - Cover assignment, standby, moveup	1
611 - Dispatched & canceled en route	1
622 - No incident found on arrival at dispatch address	1
700 - False alarm or false call, other	2
745 - Alarm system activation, no fire - unintentional	6
813 - Wind storm, tornado/hurricane assessment	1
Total	23

Respectfully Submitted,

Trevor Lance

Chief Trevor Lance
Skyland Fire Rescue

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



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

Biltmore Forest Police Department
September 9th, 2025
Commission Report
August 2025 Data

Total Calls for Service:

873 (865 last month)

Arrests:

0-Felony Arrests

6-Misdemeanor Arrests- Two driving while impaired arrests both from traffic stops, Four arrests for out of jurisdiction warrants from traffic stops.

Citations:

46-Citations for various traffic violations (48 last month)

Time Consumption Summary:

Approximations:

Business Checks- 6 hours

House Checks- 5 hours

Radar Operation- 3 hours

Vehicle Crash Investigation- 2 hours

Notable Calls and Projects

We hosted a large multi-agency checkpoint to start Labor Day weekend. It was very successful. A total of (7) seven agencies participating. 75 charges were made including three DWI arrests, two wanted fugitives were arrested, methamphetamine and marijuana seizures were made, and a handgun with a large capacity magazine was seized.

Dispatch upgraded call notes and suggested questions on serious call types. Two telecommunicators attended a virtual seminar on telecommunications liability.

Completed our in-car camera upgrade project. All marked vehicles now have plate readers incorporated into their on board camera systems.

We had a vehicle crash inside of town with the driver having almost 4 times the legal limit of alcohol in their body.

Biltmore Forest Police Department
August 2025 Calls for Service

BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
ALARM	19	2.18%
ANIMAL CONTROL	11	1.26%
ASSIST MOTORIST	13	1.49%
ASSIST OTHER AGENCY	11	1.26%
B&E	1	0.11%
BUSINESS CHECK	455	52.12%
C&R DRIVER	3	0.34%
CRIME PREVENTION	19	2.18%
DEPARTMENT OTHER	1	0.11%
DISTURBANCE	2	0.23%
FOLLOW UP	2	0.23%
HOUSE CHECK	117	13.40%
IMPROPER PARKING	2	0.23%
INCOMPLETE 911	2	0.23%
LARCENY	1	0.11%
LOST AND FOUND	2	0.23%
MAGISTRATE	2	0.23%
MEDICAL EMERGENCY	2	0.23%
MENTAL SUBJECT	3	0.34%
MISSING PERSON	1	0.11%
No CallType	1	0.11%
NOISE COMPLAINT	2	0.23%
ORDINANCE VIOLATION	2	0.23%
PEDESTRIAN VIOLATION	1	0.11%
PUBLIC ASSIST	6	0.69%
RADAR OPERATION	10	1.15%
ROAD BLOCKED	1	0.11%
SEARCH WARRANT	1	0.11%
SMOKE COMPLAINT	1	0.11%
SPECIAL ASSIGNMENT	2	0.23%
SPECIAL CHECK	7	0.80%
SUSPICIOUS ACTIVITY	2	0.23%
SUSPICIOUS PERSON	7	0.80%
SUSPICIOUS VEHICLE	20	2.29%
TALK WITH OFFICER	12	1.37%
TEST CALL	1	0.11%
TRAFFIC CONTROL	3	0.34%
TRAFFIC STOP	114	13.06%
TREE DOWN	1	0.11%
VEHICLE ACCIDENT	8	0.92%
WARRANT SERVICE	1	0.11%
WATER LEAK	1	0.11%

Total Calls-873

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

September 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 August:

- Collected 33.06 tons of garbage.
- Diverted 12.68 tons of recycled goods from garbage.
- Picked up 31 loads of brush (approximately 837 cubic yards) over 13 days.
- Responded to 64 total utility locate requests, comprised of 57 new requests and 7 updates.
- The Town Arborist visited 7 properties in August, approving 5 trees for removal and requiring 0 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 August

- Staff continue to service our fourteen (14) dog waste stations.
- Normal brush collection on the North Route began on August 18th and concluded on August 26th. Normal brush collection began on the South Route on September 2nd and is currently approximately 50% complete.
- Brush collection will return to the North Route on September 15th, and the South Route on September 30th. This is our normal schedule.
- Staff have used and will continue to use the tractor and blower to keep the roads clear of loose debris.
- Our department continues to mow all public spaces weekly.
- Our team performed intensive string trimming along Vanderbilt Road from Hendersonville Road to I-40, and along Brookside Road from Southwood Road to Cedar Hill Road.
- Our department assisted Ms. Jacobs with the bi-monthly water billing cycle in August.
- Our team performed significant shoulder and ditch repair at the top of Cedar Hill Road and along Brookside Road at Southwood Road.

- We cleaned the ditch lines in Brookside Park from Brookside Road to the walking trail.
- I received the proposal for the replacement of the metal guardrail at the bridge near the intersection of Eastwood Road and Hilltop Road, as well as replacement of the wooden guardrails on Arboretum Road Greenwood Place. Manager Kanipe and Supervisor Dale and I are reviewing it.
- We are continuing to monitor and clean storm drain inlets throughout town.
- I completed the Town's required Solid Waste Local Government Annual Report and submitted it through the State's on-line portal. It is currently being reviewed.
- The Town's forestry consultant continues work on invasive plant removal on public property.
- Our team replaced the lighting on the Town sign in the median across from Town Hall.
- Our staff installed another dog waste station on Cedar Hill Road near the streetlight at the unnamed spur road on the back side of the loop.
- Duke Energy repaired the floodlight at our town fuel pump.
- Our team removed the damaged lamp post footings at 15 Ridgefield Place and at the intersection of Greenwood Road and Greenwood Place in anticipation of re-installing lamps there.
- Our outside contractor began performing our annual backflow testing for all residents with backflow devices this month. I anticipate this work concluding in September.

Larger/Capital Projects Updates

Hurricane Helene Response

- We have officially concluded all storm debris removal as of August 25, 2025.
- The contractor is currently finishing final close-out of the official TDMS site and hauling the final chips away.
- Town brush collection has returned to its regular schedule.
- As of September 1st, 2025, the Town has coordinated the removal of the following quantities of vegetative debris:
 - approximately 373,600 cubic yards from our twenty-two miles of public rights-of-way
 - over 10,390 cubic yards from the Private Property Debris Removal (PPDR) program
 - over 11,370 cubic yards from within Town owned property
 - over 6,960 cubic yards from waterways throughout Town
- This collected debris has been converted into approximately 163,750 cubic yards of wood chips that have been repurposed as bagged mulch at a facility in Waynesville, North Carolina.
- Wood chips are now being used as daily cover at a landfill in Haywood County. Approximately 2,640 tons of chips have been disposed of at that location.
- I anticipate this being the last update provided within the monthly Public Works report.

Streetlight LED Conversions and Service Upgrades

- All streetlights were inspected for operation on 7/2/2025.
- 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, approximately eighteen (18) 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 (Camera inoperable because lamp and foundation have been removed for replacement.)
 - Vanderbilt Rd. and Busbee Rd., SE Corner (Pole removed due to damage)
 - Vanderbilt Road and Cedarcliff Road (Needs service from Flock)
 - Vanderbilt Road and Hilltop Road (Awaiting fuse replacement by Duke Energy)
- We have placed an order for a new, custom designed streetlight sample similar to the existing historic streetlights from a vendor in Mississippi.
- 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.

Brooklawn Park Clean-up and Trail Construction

- The outside forestry consultants completed their initial invasive species removals in May with periodic treatments continuing regularly. They are continuing to work on the reforestation plan.
- There's been no additional update (none anticipated) from our stream evaluation consultant, Jennings Environmental, since July 15th.
- Our staff is working to keep the walking path open by string trimming and spraying weeds along the walking trail.
- Our team cleaned the ditch lines below the storm drains across Brookside Road that discharge in the park, and opened the ditches to the far side of the walking trail.
- Trail repairs have been rescheduled for September. The entire trail is currently open for use, however, and should only be closed temporarily as active repair work is being performed. This will include replacing and adding stone to the path in damaged locations.
- Our crews have been and will continue to work on string trimming the boundary of the park along the roads.

Anticipated September Activities

- Staff will complete the required daily chlorine and monthly bacteriological sampling.
- Regular brush and leaf collection is currently in progress on the on the South Route, and will resume on September 15th on the North Route. The next pick-up for the South Route will begin on September 30th.
- We will continue weekly mowing and maintenance activities in all public spaces this month.

- I anticipate engaging a new electrical contractor, All-American Electric, on some maintenance activities at the Town Hall complex, and to perform some streetlight maintenance.
- We are continuing to monitor and respond to unkempt road shoulders with excessive weeds. We will mow as appropriate.
- We anticipate replacing a damaged stormwater pipe near 23 Park Road across Park Road this month.
- The team will be working on multiple water meter box replacements and water system maintenance activities on Cedar Chine and Vanderbilt Roads.
- Our outside contractor will conclude our annual backflow testing program for all residents with backflow devices in September.
- Supervisor Dale, as the Town Arborist, will be participating in the kick-off meeting of the tree committee on September 4th.
- I will be attending the annual Civic Fellows alumna event on September 25th and 26th at the UNC School of Government in Chapel Hill.

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

**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
SEPTEMBER 9, 2025**



AGENDA ITEM E-4

TOWN PLANNER'S MONTHLY REPORT

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: 122
- Notice of violations verbal/written: 7
- Resolved violations/complaints: 27
- Complaints: 2
- Plans reviewed: 23
- Plans reviewed for BOA: 2
- Zoning permits issued: 6
- Demo permits issued: 0
- Zoning Clearance letters issued: 2

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
SEPTEMBER 9, 2025



AGENDA ITEM E-5

TOWN MANAGER'S MONTHLY REPORT

FEMA Recovery Process

Last month, I wrote in detail about the Town's recovery process and reimbursements received from the federal government. As we approach the one year anniversary of Helene, the Town remains in a good position. Our debris work is complete and the temporary debris management site (TDMS) will be turned back over to Biltmore by the time of the meeting. We continue to await news on our most recent \$2.5 million reimbursement request. My "nearly final" expectation is that we will have approximately \$2.5 million total to request *after* this current project is approved and paid. We are continuing to work diligently to provide all necessary documentation to request and receive these funds.

Potential for New Knuckle-Boom (Brush) Truck: I am continuing financing discussions with several lending institutions but do not yet have proposed terms available for the Board's review. I do hope to have this in place by our next meeting in October.

Upper Cedar Hill Road Stormwater Maintenance: Town staff performed work on the road edges of Upper Cedar Hill Drive last week. This work will improve drainage in the roadway by correctly shaping the road shoulders to ensure that water flow stays in the designated channel. Public works employees will be performing some additional work below this along Cedar Chine and Fir Tree in coming weeks.

Helene Commemoration Event: On Saturday, September 27, the Town will host a Helene Commemoration Event at the Town Hall. This event will take place from 4:00-6:30 p.m. and will feature brief remarks from the Mayor and Board of Commissioners. The goal for this commemoration is for the Town to come together and mark the anniversary by honoring the resilience, generosity, and compassion of Biltmore Forest residents and Town staff who showed up for each other in both large and small ways. We will also remember those in our county and region who experienced significant losses and those who continue to experience trauma and suffering one year after the storm. The goal is to create a warm, joyful, and reflective event that commemorates our collective experience, highlights the strength of community, and uplifts the enduring spirit of kindness that emerged in Helene's aftermath. The Friends of Biltmore Forest committee is coordinating this event, for which there is even more information below.

Photo Slideshow and Story Collection The Friends of Biltmore Forest Committee is creating a community slideshow to be shown during the September 27 event. Residents are encouraged to share photographs taken before, during, or after Hurricane Helene—whether capturing the storm

itself, recovery efforts, or moments of connection and kindness. In addition to photos, we are building a community memory book that reflects the voices and experiences of our residents.

Residents are invited to contribute short stories or reflections (100–300 words) about your experience of Helene. These could include:

- Acts of kindness you witnessed or received
- Moments of resilience or strength
- Surprising or humorous moments during recovery
- Lessons learned in the storm's aftermath

We also welcome poems, children's drawings, and messages from community leaders.

How to Submit: Please email photos, short video clips and stories to FOBF@biltmoreforest.org.

The event committee will curate submissions into a projected slideshow that will run continuously during the commemoration as well as a book of memories that can be viewed during the event.

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 08/31/2025

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	2,810,757.63	2,810,757.63	0.00	236,032.37	92
10-3010-0100 AD VALOREM TAXES (DMV)	135,794.00	0.00	0.00	0.00	135,794.00	0
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	1,135.26	1,135.26	0.00	3,864.74	23
3010 Ad Valorem Tax Subtotal	\$3,187,584.00	\$2,811,892.89	\$2,811,892.89	\$0.00	\$375,691.11	88
10 General Fund Subtotal	\$3,187,584.00	\$2,811,892.89	\$2,811,892.89	\$0.00	\$375,691.11	88
Revenue Subtotal	\$3,187,584.00	\$2,811,892.89	\$2,811,892.89	\$0.00	\$375,691.11	88
After Transfers	Excess Of Revenue Subtotal	\$3,187,584.00	\$2,811,892.89	\$2,811,892.89	\$0.00	88
3020 Unrestricted Intergovernm						
Revenue						
10 General Fund						
3020 Unrestricted Intergovernm						
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	268,000.00	0.00	0.00	0.00	268,000.00	0
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	0.00	0.00	0.00	833,595.00	0
10-3020-0300 1/2 CENT SALES TAX A.40	349,435.00	0.00	0.00	0.00	349,435.00	0
10-3020-0400 1/2 CENT SALES TAX A.42	429,574.00	0.00	0.00	0.00	429,574.00	0
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	\$0.00	\$0.00	\$0.00	\$1,922,104.00	0
10 General Fund Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	\$1,922,104.00	0
Revenue Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	\$1,922,104.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	0
3030 Restricted Intergovernmen						
Revenue						
10 General Fund						
3030 Restricted Intergovernmen						
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,000.00	0.00	0.00	0.00	1,000.00	0
10-3030-0100 POWELL BILL	81,000.00	0.00	0.00	0.00	81,000.00	0
3030 Restricted Intergovernmen Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	0
10 General Fund Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	0
Revenue Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	0
3040 Permits & Fees						
Revenue						
10 General Fund						
3040 Permits & Fees						

REVENUE & EXPENDITURE STATEMENT

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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	19,573.00	19,573.00	0.00	22,427.00	47
10-3040-0100 DOG LICENSE FEE	1,500.00	35.00	35.00	0.00	1,465.00	2
3040 Permits & Fees Subtotal	\$43,500.00	\$19,608.00	\$19,608.00	\$0.00	\$23,892.00	45
10 General Fund Subtotal	\$43,500.00	\$19,608.00	\$19,608.00	\$0.00	\$23,892.00	45
Revenue Subtotal	\$43,500.00	\$19,608.00	\$19,608.00	\$0.00	\$23,892.00	45
After Transfers Excess Of Revenue Subtotal	\$43,500.00	\$19,608.00	\$19,608.00	\$0.00		45
3050 Investment Earnings						
Revenue						
10 General Fund						
3050 Investment Earnings						
10-3050-0000 INTEREST EARNED	175,000.00	88.67	88.67	0.00	174,911.33	0
3050 Investment Earnings Subtotal	\$175,000.00	\$88.67	\$88.67	\$0.00	\$174,911.33	0
10 General Fund Subtotal	\$175,000.00	\$88.67	\$88.67	\$0.00	\$174,911.33	0
Revenue Subtotal	\$175,000.00	\$88.67	\$88.67	\$0.00	\$174,911.33	0
After Transfers Excess Of Revenue Subtotal	\$175,000.00	\$88.67	\$88.67	\$0.00		0
3060 Miscellaneous						
Revenue						
10 General Fund						
3060 Miscellaneous						
10-3060-0100 AMERICAN TOWER AGREEMENT	38,000.00	800.00	800.00	0.00	37,200.00	2
10-3060-0200 MISCELLANEOUS	25,000.00	25,889.10	25,889.10	0.00	-889.10	104
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	\$27,689.10	\$27,689.10	\$0.00	\$35,310.90	44
10 General Fund Subtotal	\$63,000.00	\$27,689.10	\$27,689.10	\$0.00	\$35,310.90	44
Revenue Subtotal	\$63,000.00	\$27,689.10	\$27,689.10	\$0.00	\$35,310.90	44
After Transfers Excess Of Revenue Subtotal	\$63,000.00	\$27,689.10	\$27,689.10	\$0.00		44
3290						
Revenue						
30 Water & Sewer Fund						
3290						
30-3290-0000 INTEREST EARNED	4,000.00	0.00	0.00	0.00	4,000.00	0
3290 Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
30 Water & Sewer Fund Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
Revenue Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
After Transfers Deficiency Of Revenue Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00		0
3350 Commissions, Sw Chg Coll						
Revenue						
30 Water & Sewer Fund						
3350 Commissions, Sw Chg Coll						

REVENUE & EXPENDITURE STATEMENT

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Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	10,000.00	1,933.80	1,933.80	0.00	8,066.20	19
3350 Commissions, Sw Chg Coll Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00	\$8,066.20	19
30 Water & Sewer Fund Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00	\$8,066.20	19
Revenue Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00	\$8,066.20	19
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00		19
3500 Other Financing						
Other Financing Source						
10 General Fund						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	15,000.00	0.00	0.00	0.00	15,000.00	0
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	7,500.00	7,500.00	0.00	-7,500.00	*100
3500 Other Financing Subtotal	\$545,000.00	\$7,500.00	\$7,500.00	\$0.00	\$537,500.00	1
10 General Fund Subtotal	\$545,000.00	\$7,500.00	\$7,500.00	\$0.00	\$537,500.00	1
Other Financing Source Subtotal	\$545,000.00	\$7,500.00	\$7,500.00	\$0.00	\$537,500.00	1
After Transfers Excess Of Revenue Subtotal	\$545,000.00	\$7,500.00	\$7,500.00	\$0.00		1
3710 Water Sales						
Revenue						
30 Water & Sewer Fund						
3710 Water Sales						
30-3710-0000 WATER CHARGES	641,000.00	135,285.42	135,285.42	0.00	505,714.58	21
30-3710-0100 MSD CHARGES	439,130.00	87,376.97	87,376.97	0.00	351,753.03	20
30-3710-0200 AMI TRANSMITTER CHARGES	9,000.00	1,401.40	1,401.40	0.00	7,598.60	16
3710 Water Sales Subtotal	\$1,089,130.00	\$224,063.79	\$224,063.79	\$0.00	\$865,066.21	21
30 Water & Sewer Fund Subtotal	\$1,089,130.00	\$224,063.79	\$224,063.79	\$0.00	\$865,066.21	21
Revenue Subtotal	\$1,089,130.00	\$224,063.79	\$224,063.79	\$0.00	\$865,066.21	21
After Transfers Excess Of Revenue Subtotal	\$1,089,130.00	\$224,063.79	\$224,063.79	\$0.00		21
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	3,240.00	3,240.00	0.00	6,760.00	32
3730 Water Tap & Connect Fees Subtotal	\$10,000.00	\$3,240.00	\$3,240.00	\$0.00	\$6,760.00	32
30 Water & Sewer Fund Subtotal	\$10,000.00	\$3,240.00	\$3,240.00	\$0.00	\$6,760.00	32
Revenue Subtotal	\$10,000.00	\$3,240.00	\$3,240.00	\$0.00	\$6,760.00	32
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$3,240.00	\$3,240.00	\$0.00		32
3900						
Other Financing Source						

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40 Capital Project Fund						
3900						
40-3900-4000 FINANCING PROCEEDS-CASHFLOW LO/	0.00	678,460.43	678,460.43	0.00	-678,460.43	*100
3900 Subtotal	\$0.00	\$678,460.43	\$678,460.43	\$0.00	-\$678,460.43	*100
40 Capital Project Fund Subtotal	\$0.00	\$678,460.43	\$678,460.43	\$0.00	-\$678,460.43	*100
Other Financing Source Subtotal	\$0.00	\$678,460.43	\$678,460.43	\$0.00	-\$678,460.43	*100
After Transfers Excess Of Revenue Subtotal	\$0.00	\$678,460.43	\$678,460.43	\$0.00		*100
4200 Administration						
Expenditure						
4200 Administration						
10-4200-0200 SALARIES	383,791.00	81,673.82	81,673.82	0.00	302,117.18	21
10-4200-0500 FICA	29,360.00	6,111.27	6,111.27	0.00	23,248.73	21
10-4200-0600 HEALTH INSURANCE (MEDICAL)	41,748.00	3,249.09	3,249.09	0.00	38,498.91	8
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	13,125.00	717.50	717.50	0.00	12,407.50	5
10-4200-0675 HEALTH REIMBURSEMENT ACC	7,500.00	500.00	500.00	0.00	7,000.00	7
10-4200-0700 LGERS RETIREMENT	80,712.00	16,984.80	16,984.80	0.00	63,727.20	21
10-4200-0800 401K SUPP RETIREMENT	19,190.00	3,931.28	3,931.28	0.00	15,258.72	20
10-4200-1000 ACCOUNTING & TAXES	60,000.00	36,295.10	36,295.10	0.00	23,704.90	60
10-4200-1200 POSTAGE, PRINTING, STATIONARY	12,500.00	488.45	829.18	340.73	11,670.82	7
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	3,825.00	3,825.00	0.00	17,775.00	18
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	141.70	141.70	0.00	-141.70	*100
10-4200-3300 SUPPLIES AND EQUIPMENT	15,000.00	651.64	651.64	0.00	14,348.36	4
10-4200-5300 DUES & FEES	12,000.00	2,940.03	2,940.03	0.00	9,059.97	25
10-4200-5700 MISCELLANEOUS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-4200-6500 STAFF DEVELOPMENT	25,000.00	4,890.05	5,359.05	469.00	19,640.95	21
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	1,531.00	1,531.00	0.00	5,069.00	23
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	\$163,930.73	\$164,740.46	\$809.73	\$605,785.54	21
Expenditure Subtotal	\$770,526.00	\$163,930.73	\$164,740.46	\$809.73	\$605,785.54	21
Before Transfers Deficiency Of Revenue Subtotal	-\$770,526.00	-\$163,930.73	-\$163,930.73	-\$809.73		21
After Transfers Deficiency Of Revenue Subtotal	-\$770,526.00	-\$163,930.73	-\$163,930.73	-\$809.73		21
4400						
Revenue						
40 Capital Project Fund						
4400						
40-4400-1200 FEMA GRANT REIMBURSEMENT	0.00	17,658.60	17,658.60	0.00	-17,658.60	*100
4400 Subtotal	\$0.00	\$17,658.60	\$17,658.60	\$0.00	-\$17,658.60	*100

REVENUE & EXPENDITURE STATEMENT

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Town of Biltmore Forest

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Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
40 Capital Project Fund Subtotal	\$0.00	\$17,658.60	\$17,658.60	\$0.00	-\$17,658.60	*100
Revenue Subtotal	\$0.00	\$17,658.60	\$17,658.60	\$0.00	-\$17,658.60	*100
After Transfers Excess Of Revenue Subtotal	\$0.00	\$17,658.60	\$17,658.60	\$0.00		*100
5100 Police Department						
Expenditure						
5100 Police Department						
10-5100-0200 SALARIES	1,257,901.00	251,398.98	251,398.98	0.00	1,006,502.02	20
10-5100-0300 OVERTIME	0.00	288.45	288.45	0.00	-288.45	*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	18,929.00	18,929.00	0.00	77,300.00	20
10-5100-0600 HEALTH INSURANCE (MEDICAL)	141,944.00	12,200.39	12,200.39	0.00	129,743.61	9
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	1,973.31	1,973.31	0.00	33,726.69	6
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	2,000.00	2,000.00	0.00	23,500.00	8
10-5100-0700 LGERS RETIREMENT	286,298.00	52,000.09	52,000.09	0.00	234,297.91	18
10-5100-0800 401K SUPP RETIREMENT	62,895.00	11,719.16	11,719.16	0.00	51,175.84	19
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	351.15	351.15	0.00	9,648.85	4
10-5100-1600 MAINT/REPAIR - EQUIPMENT	5,000.00	570.18	1,540.13	969.95	3,459.87	31
10-5100-1700 MAINT/REPAIR - VEHICLES	25,000.00	7,323.36	7,323.36	0.00	17,676.64	29
10-5100-3100 MOTOR FUELS	21,000.00	3,941.38	3,941.38	0.00	17,058.62	19
10-5100-3300 SUPPLIES	10,000.00	3,147.10	3,306.42	159.32	6,693.58	33
10-5100-3600 UNIFORMS	25,000.00	709.88	3,719.99	3,010.11	21,280.01	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	9,232.14	44,462.14	35,230.00	55,537.86	44
10-5100-5700 MISCELLANEOUS	1,000.00	568.39	568.39	0.00	431.61	57
10-5100-5800 PHYSICAL EXAMS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5100-6500 STAFF DEVELOPMENT	15,000.00	2,441.73	4,612.54	2,170.81	10,387.46	31
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	75,000.00	0.00	4,000.00	4,000.00	71,000.00	5
10-5100-8200 DEBT SERVICE-LEASE	72,000.00	10,523.74	10,523.74	0.00	61,476.26	15
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	\$394,653.71	\$444,458.16	\$49,804.45	\$1,877,808.84	19
Expenditure Subtotal	\$2,322,267.00	\$394,653.71	\$444,458.16	\$49,804.45	\$1,877,808.84	19
Before Transfers Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$394,653.71	-\$394,653.71	-\$49,804.45		17
After Transfers Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$394,653.71	-\$394,653.71	-\$49,804.45		17
5200 Fire Services						
Expenditure						
5200 Fire Services						
10-5200-0000 FIRE CONTRACT	425,000.00	106,250.00	106,250.00	0.00	318,750.00	25
5200 Fire Services Subtotal	\$425,000.00	\$106,250.00	\$106,250.00	\$0.00	\$318,750.00	25

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Expenditure Subtotal	\$425,000.00	\$106,250.00	\$106,250.00	\$0.00	\$318,750.00	25
Before Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$106,250.00	-\$106,250.00	\$0.00	25
After Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$106,250.00	-\$106,250.00	\$0.00	25
5600 Public Works						
Expenditure						
5600 Public Works						
10-5600-0200 SALARIES	286,246.00	60,087.35	60,087.35	0.00	226,158.65	21
10-5600-0500 FICA	21,898.00	4,494.30	4,494.30	0.00	17,403.70	21
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	41,748.00	3,467.79	3,467.79	0.00	38,280.21	8
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	571.92	571.92	0.00	9,928.08	5
10-5600-0675 HRA HEALTH REIMB ACCT	9,000.00	562.50	562.50	0.00	8,437.50	6
10-5600-0700 LGERS RETIREMENT	60,198.00	12,486.31	12,486.31	0.00	47,711.69	21
10-5600-0800 401K SUPP RETIREMENT	14,312.00	2,789.99	2,789.99	0.00	11,522.01	19
10-5600-1300 STREETLIGHTS ELECTRIC	15,000.00	2,390.24	2,390.24	0.00	12,609.76	16
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	1,057.35	1,057.35	0.00	8,942.65	11
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	50,000.00	0.00	0.00	0.00	50,000.00	0
10-5600-1700 MAINT/REPAIR - VEHICLES	10,000.00	636.54	1,730.42	1,093.88	8,269.58	17
10-5600-3100 MOTOR FUELS	18,750.00	3,153.09	3,153.09	0.00	15,596.91	17
10-5600-3300 SUPPLIES	10,000.00	633.61	633.61	0.00	9,366.39	6
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	350.00	1,000.00	650.00	0.00	100
10-5600-3600 UNIFORMS	10,000.00	333.12	2,835.22	2,502.10	7,164.78	28
10-5600-3800 TECHNOLOGY	2,000.00	488.03	488.03	0.00	1,511.97	24
10-5600-5200 PARKS	50,000.00	62.46	3,004.04	2,941.58	46,995.96	6
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	4,685.04	5,413.04	728.00	-413.04	108
40-5600-7402 CATEGORY A- DEBRIS	0.00	658,546.16	658,546.16	0.00	-658,546.16	*100
5600 Public Works Subtotal	\$686,652.00	\$756,795.80	\$764,711.36	\$7,915.56	-\$78,059.36	111
Expenditure Subtotal	\$686,652.00	\$756,795.80	\$764,711.36	\$7,915.56	-\$78,059.36	111
Before Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$756,795.80	-\$756,795.80	-\$7,915.56	110
After Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$756,795.80	-\$756,795.80	-\$7,915.56	110
5700 Streets & Transportation						
Expenditure						
5700 Streets & Transportation						
10-5700-1600 MAINT / REPAIR-EQUIPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-1700 VEHICLE REPAIRS - STREET DEPT.	1,000.00	318.64	318.64	0.00	681.36	32
10-5700-2200 CONTRACTS- PAVING & STRIPING	200,000.00	79,687.50	79,687.50	0.00	120,312.50	40

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10-5700-2300 SUPPLIES	10,000.00	788.27	3,163.67	2,375.40	6,836.33	32
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	0.00	0.00	0.00	200,000.00	0
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	18,389.25	18,389.25	0.00	6,610.75	74
10-5700-8200 DEBT SERVICE LEASES-PRINCIPAL	10,800.00	4,162.92	4,162.92	0.00	6,637.08	39
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	\$103,346.58	\$105,721.98	\$2,375.40	\$386,378.02	21
Expenditure Subtotal	\$492,100.00	\$103,346.58	\$105,721.98	\$2,375.40	\$386,378.02	21
Before Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$103,346.58	-\$103,346.58	-\$2,375.40	21
After Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$103,346.58	-\$103,346.58	-\$2,375.40	21
5800 Sanitation & Recycling						
Expenditure						
5800 Sanitation & Recycling						
10-5800-0200 SALARIES	153,718.00	26,611.25	26,611.25	0.00	127,106.75	17
10-5800-0500 FICA	11,759.00	2,036.06	2,036.06	0.00	9,722.94	17
10-5800-0600 HEALTH INSURANCE (MEDICAL)	25,012.00	2,205.55	2,205.55	0.00	22,806.45	9
10-5800-0650 DENTAL,VISION, LIFE INSURANCE	6,300.00	337.80	337.80	0.00	5,962.20	5
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	375.00	375.00	0.00	4,125.00	8
10-5800-0700 LGERS RETIREMENT	60,198.00	5,045.20	5,045.20	0.00	55,152.80	8
10-5800-0800 401K SUPP RETIREMENT	14,312.00	1,213.94	1,213.94	0.00	13,098.06	8
10-5800-1700 MAINT/REPAIRS - VEHICLES	50,000.00	4,328.17	4,328.17	0.00	45,671.83	9
10-5800-3100 MOTOR FUELS	31,200.00	2,513.48	2,513.48	0.00	28,686.52	8
10-5800-3300 SUPPLIES	1,500.00	522.53	522.53	0.00	977.47	35
10-5800-3800 TECHNOLOGY	1,000.00	122.01	122.01	0.00	877.99	12
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	4,097.76	4,097.76	0.00	29,652.24	12
10-5800-8100 RECYCLING	10,000.00	1,421.34	1,421.34	0.00	8,578.66	14
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	54,000.00	7,825.00	7,825.00	0.00	46,175.00	14
10-5800-8300 DUMPSTER FEES	26,400.00	5,143.24	5,143.24	0.00	21,256.76	19
5800 Sanitation & Recycling Subtotal	\$633,649.00	\$63,798.33	\$63,798.33	\$0.00	\$569,850.67	10
Expenditure Subtotal	\$633,649.00	\$63,798.33	\$63,798.33	\$0.00	\$569,850.67	10
Before Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$63,798.33	-\$63,798.33	\$0.00	10
After Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$63,798.33	-\$63,798.33	\$0.00	10
6600 General Government						
Expenditure						
6600 General Government						
10-6600-0401 LEGAL SERVICES	30,000.00	6,187.50	6,187.50	0.00	23,812.50	21

JONATHAN

09/04/2025 4:09:32PM

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REVENUE & EXPENDITURE STATEMENT
07/01/2025 To 08/31/2025

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
10-6600-1100 TECHNOLOGY	150,000.00	18,883.46	18,883.46	0.00	131,116.54	13
10-6600-1300 MUNICIPAL UTILITIES	26,000.00	3,814.55	3,814.55	0.00	22,185.45	15
10-6600-1500 GE. REPS. AND MAINT.	35,000.00	4,114.89	4,114.89	0.00	30,885.11	12
10-6600-5400 INSURANCE	131,250.00	117,466.16	117,466.16	0.00	13,783.84	89
10-6600-6000 CONTINGENCY	62,707.00	0.00	0.00	0.00	62,707.00	0
10-6600-6100 MISCELLANEOUS	5,000.00	543.34	543.34	0.00	4,456.66	11
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	150.00	150.00	0.00	11,850.00	1
10-6600-6300 COMMUNITY EVENTS	50,000.00	10,939.01	12,109.47	1,170.46	37,890.53	24
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-6600-6500 FOREST MANAGEMENT	75,000.00	8,662.62	8,662.62	0.00	66,337.38	12
6600 General Government Subtotal	\$586,957.00	\$170,761.53	\$171,931.99	\$1,170.46	\$415,025.01	29
Expenditure Subtotal	\$586,957.00	\$170,761.53	\$171,931.99	\$1,170.46	\$415,025.01	29
Before Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$170,761.53	-\$170,761.53	-\$1,170.46	29
After Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$170,761.53	-\$170,761.53	-\$1,170.46	29
6700 Debt Service						
Expenditure						
6700 Debt Service						
10-6700-0500 Public Works Building-Principal	84,211.00	0.00	0.00	0.00	84,211.00	0
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	0.00	0.00	0.00	9,500.00	0
6700 Debt Service Subtotal	\$108,311.00	\$0.00	\$0.00	\$0.00	\$108,311.00	0
Expenditure Subtotal	\$108,311.00	\$0.00	\$0.00	\$0.00	\$108,311.00	0
Before Transfers	Deficiency Of Revenue Subtotal	-\$108,311.00	\$0.00	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$108,311.00	\$0.00	\$0.00	\$0.00	0
8100 Water Dept.						
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	215,843.00	34,989.44	34,989.44	0.00	180,853.56	16
30-8100-0400 PROFESSIONAL SERVICES	5,000.00	210.00	2,496.00	2,286.00	2,504.00	50
30-8100-0500 FICA	16,512.00	2,622.14	2,622.14	0.00	13,889.86	16
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	1,954.92	1,954.92	0.00	-1,954.92	*100
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	372.14	372.14	0.00	-372.14	*100
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	312.50	312.50	0.00	-312.50	*100
30-8100-0700 LGERS RETIREMENT	43,773.00	7,271.71	7,271.71	0.00	36,501.29	17
30-8100-0800 401K SUPP RETIREMENT	10,792.00	2,123.03	2,123.03	0.00	8,668.97	20
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
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	0.00	1,703.76	1,703.76	13,296.24	11

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 08/31/2025

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
30-8100-4800 WATER PURCHASES	256,748.00	43,754.44	43,754.44	0.00	212,993.56	17
30-8100-4900 SEWER PURCHASES	439,130.00	74,311.09	74,311.09	0.00	364,818.91	17
30-8100-5000 AMI TRANSMITTER FEES	9,000.00	1,532.72	1,532.72	0.00	7,467.28	17
30-8100-5700 MISCELLANEOUS	2,500.00	0.00	0.00	0.00	2,500.00	0
30-8100-6500 STAFF DEVELOPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0
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	\$171,469.35	\$175,459.11	\$3,989.76	\$937,669.89	16
Expenditure Subtotal	\$1,113,129.00	\$171,469.35	\$175,459.11	\$3,989.76	\$937,669.89	16
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$171,469.35	-\$171,469.35	-\$3,989.76	15
After Transfers	Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$171,469.35	-\$171,469.35	-\$3,989.76	15

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
SEPTEMBER 9, 2025



AGENDA ITEM G-2

**NORTH CAROLINA STATE TREASURER CASHFLOW
LOANS FOR DISASTER RESPONSE ACTIVITIES #3**

Background

In April 2025, the Board of Commissioners voted to accept the first state cashflow loan for disaster relief activities. The amount accepted was \$1,028,098.10. In June 2025, the Board accepted the second state cashflow loan in the amount of \$678,460.43. Additional funds were made available in late August 2025 pursuant to Senate Bill 382 / SL 2024-57 (<https://www.ncleg.gov/BillLookup/2023/S382>) legislation. The Town indicated interest in this third cashflow loan and we were subsequently awarded an additional \$657,303.19.

The Town's debris removal efforts are complete but we have significant invoices left to pay for these expenses. We anticipate full reimbursement from FEMA and currently have a project in process for just over \$2.5 million in reimbursable expenses. The additional funding will be beneficial to the Town in the short term as we continue to pay off the initial costs for debris removal and other Helene related expenses.

Recommendation

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

Attachment

1. Agreement with State of North Carolina Department of State Treasurer
2. Resolution 2025-11 (shown as Attachment "A")

Finance Officer

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

LOAN AGREEMENT (ROUND 3)

BETWEEN

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

AND

THE TOWN OF BILTMORE FOREST, NORTH CAROLINA

Loan Round:	Round 3
Round 3 Loan Number:	Biltmore Forest-Round3Loan-3841
Round 3 Loan Date:	_____
Round 3 Loan Amount:	\$657,303.19

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:

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

1. EFFECTIVE TERM:

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

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$657,303.19** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

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

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$657,303.19**.
- f. As provided in the Authorizing Act:
 - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

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

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com

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

5. MONITORING AND AUDITING:

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

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

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

6. SITUS AND EXCLUSIVE VENUE:

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

7. COMPLIANCE WITH LAW:

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

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

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

- c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

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

10. AMENDMENTS:

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

11. E-VERIFY:

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

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

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

13. SEVERABILITY:

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

14. ENTIRE AGREEMENT:

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

15. SURVIVAL:

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

16. EXECUTION AND EFFECTIVE DATE:

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

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

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

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

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

TOWN OF BILTMORE FOREST, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Jeff Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 3 NORTH CAROLINA CASHFLOW LOAN AGREEMENT
AND PROMISSORY NOTE**

WITNESSETH:

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

WHEREAS, local governments wishing to participate in Round 3 of the Loan Program are required to execute a Round 3 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

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

1. That the Round 3 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

TOWN OF BILTMORE FOREST, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:

Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

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

Finance Officer

PROMISSORY NOTE

Date: _____

Round 3 Loan Number: **Biltmore Forest-Round3Loan-3841**
Round 3 Loan Amount: **\$657,303.19**

The **Town of BILTMORE FOREST, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 3 Loan Amount: **\$657,303.19**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

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

TOWN OF BILTMORE FOREST, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]

ATTACHMENT C

Buncombe County



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

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

RECIPIENT INFORMATION

Recipient/Account Holder's Name:

Recipient's Address, City, State, Zip:

Information for the Recipient (optional):

BENEFICIARY BANK INFORMATION

Beneficiary Bank Name:

Beneficiary Bank Routing Transit Number (RTN):

Beneficiary Bank Account Number:

Bank's Address, City, State, Zip:

Information for the Beneficiary Bank, if applicable:

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

Recipient Official's Printed Name

Signature

Phone #

Date

FOR INTERNAL USE ONLY

Financial Operations Division

US Dollar Wire Amount:
\$657,303.19

Contract/Reference Number:
Biltmore Forest-Round3Loan-3841

Date Wire Processed:

Source:
Tranche 2

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

SEPTEMBER 9, 2025



AGENDA ITEM G-3

Police Department/Public Works Facility Development Update

Background

Last month, the Board of Commissioners approved a deed waiver offered by Biltmore Farms for the Town-owned property located south of I-40 along the east side of Vanderbilt Road. The Board also approved an agreement with Biltmore Farms regarding potential claims about this property. These actions provide the Town an ability to move forward with development considerations related to the Public Works equipment and storage facility at this location. This, in turn, allows the Town to begin the process of improving the Town Hall complex facilities through the construction of a new police department building and new parking layout for the entire campus. This will also result in the demolition of the existing police department building and the failing public works storage building in the northwest corner of the property.

Both the prior and current Boards of Commissioners discussed these properties and development opportunities at length. The Board's last action occurred in September 2024 and included approval of the design by DP3 and the location of the public works facility on the "northern" site – the one noted above off Vanderbilt Road.

Process for Building Design Development

The information below includes a broad outline aimed at defining the process for this building development. Please note, there is no date or timeline included in this outline, as that is subject to design work, bidding, and construction timelines. Several areas will be more specifically addressed either in this memorandum or during a subsequent agenda item today.

1. Approval of process to provide information to the public, conduct public hearing, and consideration for building allowance on Vanderbilt Road property (subsequently discussed in this memo)
2. Approval of Agreement with DP3 Architects for design development through construction (subsequent agenda item, G3).
3. DP3 design development leading to construction document phase – this will include meetings with Town staff, site visits for other facilities, and internal architectural and engineering reviews, with potential for construction manager at risk inclusion at end of project.
4. Construction Manager at Risk bidding process – benefits to this method for construction is a guaranteed maximum price, design collaboration between town, engineer, and contractor, and more project control over budget.

Discussion Regarding Method for Building Allowance & Public Hearing

After reviewing the Town's Zoning Ordinance, I am not sure rezoning the property on Vanderbilt Road is necessary. There is no "public facility" designation within the Town's permitted use table currently. That is likely due to the "Jurisdiction" definition as found below in 153.003 which, seemingly, exempts the Town from *any* zoning requirements on Town owned property or on property used by an entity providing fire or emergency services to the Town. The language regarding the "land used by towns or entities contractually obligated..." was added in 2013 at which time the Town's contract with Skyland Fire Department had gone into effect along with their construction on Valley Springs Road in an R-3 district. Again, because there are no existing public facility uses within the permitted use table, this exemption allows the Town's building or building on behalf of the Town in any zoning district location.

§ 153.003 JURISDICTION.

The provisions of this chapter shall be applicable to all land within the corporate limits of town, as established on the map entitled "Official Zoning Map, Town of Biltmore Forest" with the exception of land owned by the town and land used by the town or entities contractually obligated to the town to provide fire protection and emergency medical services, but only during the period of time that such parties are contractually required to provide those services to the town.

(Ord. passed 10-19-1983; Ord. passed 6-8-2021)

Editor's note:

This amendatory language was passed during a Board meeting, July 9, 2013

However, in an effort to affirmatively bring this project into the public's view and discuss with transparency and openness, my recommendation is the Board consider a Zoning Text Amendment (ZTA) that specifically adds "public facilities" to the allowed used within the P-S zoning district. This will require a review by and recommendation from the Planning Commission, followed by a public hearing before the Board may consider the zoning text amendment. The Town would notify the public about the hearing and provide information associated with the proposed building project, including the previously approved conceptual designs and proposed budget. The additions (and slight deletion) to the P-S district in this manner would look as follows:

§ 153. 005 (6) P-S Public Service District.

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

(Ord. passed 10-19-1983; Ord. passed 6-8-2021)

Recommendation

Above all, the Town wants to ensure all citizens have an opportunity to understand this project, its scope, the purpose, and cost. It is my belief a zoning text amendment public hearing allows this opportunity just as a zoning map amendment (re-zoning) public hearing would. As a result, my recommendation is that the Board proceed with a Zoning Text Amendment as noted above provided that the Town Attorney agrees with the interpretations and reasoning of the above portions of the zoning ordinance.

Once the Board has reviewed and heard from the Town Attorney, staff would appreciate clear direction on how to move forward and will then proceed.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
SEPTEMBER 9, 2025



AGENDA ITEM G-4

**Consideration of Agreement with DP3 Architects for
Police/Public Works Facilities**

Background

The Town hired DP3 in September 2023 to perform master conceptual planning services for the Town's Police and Public Works Department facilities. DP3 provided their final recommendations to the Board of Commissioners in August 2024. The Board approved their conceptual designs and desire to move forward with the Vanderbilt Road property in September 2024. Hurricane Helene delayed any progress on this work until the past several months. Since that time, the Town has worked with Biltmore Farms to clarify and amend illegal and unenforceable deed restrictions on the parcel. The Town's Board of Commissioners has reaffirmed their desire to use this property for the public works facility and town staff alerted DP3 Architects to this desire several months ago.

Proposed Agreement

The proposed agreement attached provides a scope of services for DP3 to begin architectural and engineering services related to the design for the new Police Department building, the Public Works equipment and storage facility, and alterations to the existing parking and associated areas at the Town Hall facility. This proposed agreement DOES NOT include previously discussed renovations to the Town Hall as the high-level scope of that project is not yet defined. If that project does become feasible subsequent to this agreement being signed, the Town and DP3 could enter into an addendum to this agreement for those services.

The total cost for this work is \$1,188,000.00. These costs are broken down on page 3 of the attached agreement and take the project through construction administration. The costs represent just over eight (8) percent of the estimated costs for the project. This percentage is in line with, and less than in some cases, typical architectural and engineering fees for projects performed recently in this area. The Town Attorney has reviewed the agreement and DP3 made his requested changes. Certainly, if for some reason the Town does not proceed with the project, the bulk of these fees will not be due to the architect since they will not be performed. As noted on the final page of the proposed agreement, DP3 is able to begin design work in September if this proposal is approved, with an anticipated release of documents for permitting by June 2026.

Recommendation

Staff recommends approval of this agreement.

15 August 2025 **(Revised: 26 August 2025)**

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

Subject: Town of Biltmore Forest Police Department and Public Works -
Implementation
Town of Biltmore Forest, NC

Dear Jonathan,

Thank you for the opportunity to present a proposal to provide design services for the Town of Biltmore Forest for a new Police Department Headquarters and a new Public Works Storage Facility.

SCOPE OF PROJECT

The project will be to provide architectural and engineering design services for the new Police Department Headquarters to be located on the existing Town Hall Complex at 355 Vanderbilt Road in Biltmore Forest, NC, and for the new Public Works Facility to be located on the 10.3 acre parcel southeast of the intersection of Vanderbilt Road and Old Sawmill Road. Design services will include civil, landscape architecture, structural, mechanical, plumbing, and electrical engineering; and interior design.

The designs will be based on the conceptual designs approved for each site as follows. Biltmore Forest Police Station Conceptual Design Package, dated 2024.06.03; Biltmore Forest Public Works – Site Options, dated 2024.06.27 (Option 2 – North).

This project will be developed using the CMaR project delivery method with the CMaR Contractor under separate contract with the Owner. DP3 will assist the Town through the RFQ selection process.

The engineering consultants are as listed below:
Civil Engineering & Landscape Architecture – McGill & Associates, Inc.
Structural Engineering – Britt Peters & Associates, Inc.
Mechanical, Plumbing, & Electrical Engineering – DeVita & Associates, Inc.
Fire Protection Engineering – DeVita & Associates, Inc..

SCOPE OF WORK

The scope of work will include the following basic services:

Schematic Design Services

- Contact local review agencies to verify local code requirements.
- Provide site surveying (topographical, utilities) for each site.
- Provide geotechnical surveying and soil analysis report for each site.
- Electrical engineer shall visit the site to document existing generator conditions at the Police Station site.
- Hold a meeting with key stakeholders to validate space program and site function established in conceptual design for each site.

DP3 Architects, Ltd.
15 South Main Street
Suite 400
Greenville, SC 29601
864.232.8200

www.DP3architects.com

- Verify space and site program developed in the conceptual design phase is still valid. Adjust concept per Owner's current needs.
- Prepare narratives for MEP systems for each site.
- Prepare diagram/description of structural frame/foundations for each site.
- Revise Schematic Design documents as necessary to address input received from Owner. Develop drawings to a level to allow CMaR Contractor to develop an Order of Magnitude price based on anticipated construction type, structural frame, level of quality of exterior and interior building finishes, and site components.

Design Development Services

- Develop schematic design in greater detail to more clearly define site, infrastructure, building, structural, and systems design.
- Develop interior design scheme and final finishes selection.
- Coordinate proposed design and details with Owner selected vendors including equipment, IT, security, and furniture.
- Revise design development documents as necessary to address Owner comments and provide to CMaR Contractor for DD pricing.
- Respond to CMaR DD pricing questions, attend DD pricing, and participate in VE efforts as necessary to move project forward within budget.

Construction Document Services

- Develop design development documents in greater detail to more clearly define building/system designs and develop documents into construction documents suitable for permitting and CMaR's GMP pricing.
- Prepare specifications.
- Revise the construction documents as necessary to address input received from Owner and/or to finalize any necessary VE efforts.

Permitting and Bidding Services

- Prepare separate permit applications for each site and submit for review and approval.
- Prepare energy calculations for issue to required review agencies.
- Respond to code questions and comments and make minor revisions to the construction documents per agency comments.
- Client shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.

Construction Administration Services (Assumes both sites/buildings are constructed concurrently)

- Respond to contractor questions during construction.
- Visit the site at regular intervals to verify that the design intent of the construction documents has been met. **(average 2 times per month for 12 months construction – assuming both buildings are constructed at the same time).**
- Review shop drawings and submittals.
- Review contractor's applications for payment, requests for information, and change order requests.
- Prepare a punch list at the completion of the project, identifying deficiencies that need to be corrected.

COMPENSATION

Compensation for the scope of work defined above is One Million, One Hundred, Eight-Eight Thousand, Eight Hundred Dollars (\$1,188,800.00) broken down as follows:

Schematic Design Phase	
Architecture	\$80,000.00
Interior Design	\$2,000.00
Structural Engineering	\$7,000.00
MEP & FP Engineering	\$29,200.00
Civil Engineering	\$30,000.00
Geotechnical Survey	\$20,400.00
Topographical Survey	\$35,000.00
	\$203,600.00
Design Development Phase	
Architecture	\$106,700.00
Interior Design	\$5,000.00
Structural Engineering	\$14,000.00
MEP & FP Engineering	\$48,800.00
Civil Engineering	\$65,000.00
	\$239,500.00
Construction Document Phase	
Architecture	\$213,400.00
Interior Design	\$8,000.00
Structural Engineering	\$39,000.00
MEP & FP Engineering	\$78,000.00
Civil Engineering	\$80,000.00
	\$418,400.00
Permitting Phase	
Architecture	\$26,600.00
Interior Design	\$0.00
Structural Engineering	\$5,000.00
MEP & FP Engineering	\$9,800.00
Civil Engineering	\$55,000.00
	\$96,400.00
Construction Administration Phase	
Architecture	\$106,700.00
Interior Design	\$0.00
Structural Engineering	\$10,000.00
MEP & FP Engineering	\$29,200.00
Civil Engineering	\$85,000.00
	\$230,900.00
	\$1,188,800.00

If construction of the two sites buildings are phased sequentially, we will require an additional fee of One Hundred Forty-Eight Thousand, Four Hundred Dollars (\$148,400.00). (Assumes an additional 12 months on Construction Administration services).

No design or engineering fees for the development of construction documents or services related to the existing Town Hall building are being quoted at this time but may be added as an additional services once the scope is defined.

REIMBURSABLE EXPENSES

- Normal reimbursable expenses including out-of-town travel, postage, review and
- recording fees, printing, photographs, renderings, and models will be additional to
- compensation defined above and invoiced at the actual cost expended.

ASSUMPTIONS AND EXCLUSIONS

1. Information provided by the Client, Surveyor or Owner will be deemed reliable for use by DP3 Architects and its consultants.
2. No Traffic Impact Analysis (TIA) are included in this scope of services.
3. No wetland or stream impacts are anticipated. 401/404 or Trout Buffer Waiver permitting is not included.
4. Construction Materials Testing (CMT) services are not included and can be provided under separate proposal once more detailed design is available for both sites.
5. Gravity sewer extension with MSD permitting is not anticipated and not included; private lift station and State permitting is assumed and included.
6. Irrigation will be by delegated design; water source infrastructure and point of connection is included.
7. Development of both sites will be concurrent. Additional fee as outlined above is required if construction on is phased.
8. Services for tasks other than those specifically detailed above are not included in the above fee.

ADDITIONAL SERVICES

Services not identified in the scope of work above will be additional and will be invoiced at current hourly rates. These additional services include, but are not limited to:

- • Public meetings with entities other than the Town of Biltmore Forest Board of
- Commissioners, Planning Commission or Board of Adjustment (i.e. neighborhood
- associations, community meetings, etc.)
- Services to make measured drawings of existing conditions or facilities, or to verify the accuracy of drawing or other information furnished by owner.
- Request of a Jurisdictional Determination (JD) or any other consultation with the USACE
- Consultation with the US Fish and Wildlife Service
- Right of Way / easement negotiations / acquisition
- Traffic Studies
- Archaeological Survey
- Flood Study Report
- Rezoning services
- Photorealistic Renderings or Models

- Detailed cost estimates
- Site Lighting Impact Studies
- Energy analysis, energy modeling, Life cycle cost analyses
- Phase I / II Environmental Site Assessments including testing for asbestos, lead paint and radon
- Material and sample boards
- Analysis, documentation, and engineering associated with green building rating systems such as LEED, Green Globes, Energy Star, etc.
- Other services performed or furnished by Architect not otherwise provided for in this Agreement.

INFORMATION PROVIDED BY OWNER TO ARCHITECT

Compensation for this project is based upon the following information being provided by the Owner to the Architect:

- Planned equipment/vehicle numbers, sizes, and weights

TERMS AND CONDITIONS

Additional terms and conditions governing this proposal are as follows:

Standard of Care

- The Architect has significant experience in designing facilities for municipalities including public works buildings and police stations. In providing services under this Agreement, the Architect and engineers agree to exercise the same degree of professional skill, care, and diligence, and act consistent with the same professional standards, ordinarily exercised by professionals practicing in the same or similar locality as the Project, under similar circumstances, in connection with projects similar to this Project.

Ownership of Instruments of Service

The Client/Owner acknowledges the Architect's construction documents as instruments of professional service prepared specifically for use on this project. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the Client/Owner upon completion of the work and payment in full of all monies due to the Architect. The Client/Owner may reuse or make modifications to the plans and specifications without the prior written authorization of the Architect. However, in doing so, the Client/Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability, or cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of any reuse or modification of the construction documents by the Client/Owner or any person or entity that acquires or obtains the plans and specifications from or through the Client/Owner for future work on this project or other projects at other locations.

CADD Documents

The Client/Owner acknowledges the plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the Client/Owner upon completion of the services and payment in full of all monies due to the Architect.

It is understood that magnetic media CADD documents are very susceptible to file corruption and are easily changed by others. Therefore, the Client/Owner will be supplied with a hard copy record set of the information contained on the CADD documents and the hard copy record set will be considered the "information of record" for the project. The Client/Owner may reuse the plans and specifications for future work to this site or other sites without the prior written authorization of the Architect. However, in doing so the Client/Owner agrees to waive any claim against the Architect arising from any unauthorized reuse or modification of the plans and specifications.

In addition, the Client/Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any reuse or modification of the plans and specifications by the Client/Owner or any person or entity which acquires or obtains the plans and specifications from, or through, the Client/Owner without the prior written authorization of the Architect. The Architect makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for any loss of profit or any damages.

- Two (2) full-size sets of final Issued for Construction drawings will be provided to the
- Owner at the completion of the Construction Documents Phase of the project.

Indemnification

The Client/Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Architect, the Architect's officers, directors, employees, insurers, agents, and sub-consultants from, and against all claims, damage, liability, and cost, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Architect.

Certifications, Guarantees, and Warranties

The Architect shall not be required to execute any document that would result in their certifying, guaranteeing, or warranting the existence of conditions relating to the project whose existence the Architect cannot reasonably ascertain without incurring undue expense.

Dispute Resolution

Any claims or disputes between the Client/Owner and the Architect arising out of, or related to, this agreement shall be resolved in the following manner as the sole and exclusive means of resolving any such claim or dispute.

1. Direct Negotiation. The parties shall initially attempt to resolve the dispute by direct negotiation in an amicable manner.
- 2. Mediation. If the parties fail to reach agreement by direct negotiation within
■ 60 days from the commencement of negotiation, the parties will submit the
■ dispute to non-binding mediation in accordance with the then prevailing
■ rules for Superior Court Mediation in North Carolina including the use of a
■ Certified Mediator.
- 3. Arbitration. If the parties cannot settle the dispute by non-binding mediation
■ within 60 days from the commencement of mediation, the dispute shall be
■ settled by arbitration in accordance with the provisions of the North Carolina
■ Revised Uniform Arbitration Act. N.C. Gen. Stats. 1-569-1-573.

- 4. Discovery before Arbitration. Prior to the arbitration, discovery shall be conducted in accord with the North Carolina Rules of Civil Procedure which shall apply to such discovery.
- 5. Judgment. Judgment upon the award rendered by the arbitrators shall be final and may be entered in any court having lawful jurisdiction thereof.

Client/Owner and Architect agree to include a similar binding, dispute resolution clause in all agreements with contractors, sub-contractors, sub-consultants, suppliers, and fabricators involved in the project. The intent is that all parties involved on the project be joined in a single dispute resolution proceeding as the most efficient means of resolving project-related disputes.

Billings/Payments

Invoices for the Architect's services shall be submitted at the beginning of each month. The invoice amount will be for costs incurred to the date of invoice. Invoices shall be payable within 10 days after the invoice date. If the invoice is not paid within 30 days after the invoice date, the Architect may, without waiving any claim or right against the Client/Owner, and without liability whatsoever to the Client/Owner, terminate the performance of the service. Should the Client/Owner wish to pay the invoice via credit card, a service charge equal to current third-party processing fees shall be added to the amount paid.

Late Payments

Accounts unpaid 60 days after the invoice date shall be subject to a monthly service charge of 1.5 percent on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the invoice date, the Client/Owner shall pay all costs of collection, including reasonable attorneys' fees.

Termination of Services

This agreement may be terminated by the Client/Owner or the Architect should the other fail to perform any of its material obligations hereunder. In the event of termination, the Client/Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Limitation of Liability

- In recognition of the relative risks, rewards, and benefits of the project to both the Client/Owner and the Architect, the risks have been allocated such that the Client/Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client/Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000.00. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Insurance

Architect's Insurance

The Architect currently retains insurance coverage for Professional Liability for limits of \$2,000,000.00 per claim/\$2,000,000.00 annual aggregate and General Liability for limits of \$2,000,000.00 umbrella.

Contractor's Insurance

In all agreements between Client/Owner and contractor(s) that relate to the project covered by this agreement. Client/Owner shall require that:

1. Contractor(s) have all insurance policies required by their agreements with Client/Owner endorsed to name Owner and Architect as additional insureds.
2. Certificates evidencing this insurance coverage and endorsement shall be sent by the contractor(s)' insurance carrier to Owner and Architect.

Client/Owner Insurance

Should Client/Owner obtain or require others to obtain property insurance including, but not limited to, Builders' Risk Insurance, boiler and machinery insurance, or other first party insurance insuring the project, the work or other real or personal property adjoining, adjacent to, or located on or in the project site (including materials and equipment stored at the project site or at another location) which insurance is to apply during design or construction, or after completion of the project:

3. Client/Owner shall cause Architect to be added as an additional insured on each such policy of insurance and shall furnish Architect a copy of a Certificate of Insurance confirming that this has been done.
4. Client/Owner and Architect and their insurers shall waive all rights (including rights of subrogation) against each other and against any contractors for loss or damage covered by such insurance. Client/Owner shall require similar waivers from all contractors and their insurers in favor of Client/Owner and Architect.

Architect's Right to Rely

Architect shall be entitled to rely on all information provided by Client/Owner in performing its services hereunder and shall not be held responsible or liable in any manner for any defect or deficiency in the information supplied, or in the performance of professional services resulting from reliance thereon. Architect shall be compensated for costs incurred because of defective Client/Owner-furnished information.

Exclusion of Warranties and Damages

Architect makes no warranty or guarantee of any kind in connection with performance of professional services under this agreement other than those expressly provided for under this agreement. All implied warranties including the implied warranties of merchantability and fitness for a particular purpose are excluded. Under no circumstances shall the Architect be liable to the Client/Owner or any third party for any special, collateral, indirect, punitive, incidental, or consequential damages of any type.

Applicable Laws

This agreement shall be governed by the laws of the State of North Carolina without regard for its choice of law rules.

SCHEDULE

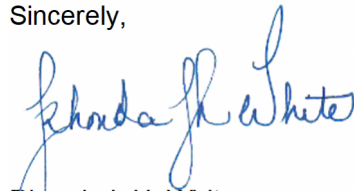
We can begin services in September 2025 and expect that all portions of the work outlined in this proposal would be completed and issued for permitting by the end of June 2026.

Mr. Jonathan Kanipe
Town of Biltmore Forest
15 August 2025 (**Revised: 26 August 2025**)
Page 9

- Upon receipt of a signed copy of this proposal, we will prepare an AIA Standard Form
- of Agreement Between Owner and Architect (AIA B101-2017) for your review and
- execution.

Thank you for the opportunity to provide services for the Town of Biltmore Forest.
Please contact our office if additional information is required.

Sincerely,



Rhonda L.H. White
Associate | Community Studio Leader
DP3 Architects, Ltd.
Proposal Date: 26 August 2025

Approved,

Jonathan Kanipe
Town Manager
Town of Biltmore Forest, NC
Executed Date: _____

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
SEPTEMBER 9, 2025



Agenda Item G-5

Consideration of Ordinance 2025-04
An Ordinance to Amend the Town Code

Background

During the last month, the Police Department was called to a home in Biltmore Forest where it was discovered that the residents were actively feeding bears. As we reviewed the Town Code, there was no direct language prohibiting this action. Prohibitions on feeding wild animals exist throughout the United States and in Western North Carolina. The North Carolina Wildlife Resources Commission (NCWRC) urges individuals to not feed wild animals, including bears, due to this making them more comfortable around humans – which leads to increased animal/human interactions, many of which may be negative.

The attached ordinance is taken liberally from the City of Asheville's existing ordinance regarding feeding wild animals. The proposed placement for this ordinance is within the "Animal" section of the Town Code. The penalty provisions for this ordinance follow the recent NC General Statute changes and, as such, do not require this ordinance to be reviewed twice prior to consideration.

Action Requested

Approval of Ordinance 2025-04

ORDINANCE 2025-04

**AN ORDINANCE TO AMEND THE
TOWN OF BILTMORE FOREST TOWN CODE**

WHEREAS, the Town of Biltmore Forest has adopted a Town Code which provides rules and regulations governing the Town limits; and

WHEREAS, the Town of Biltmore Forest desires to revise a portion of the existing Code of Ordinances; and

WHEREAS, the Town of Biltmore Forest strives to continually ensure all rules and regulations are consistent with the United States Constitution.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF BILTMORE FOREST THAT CHAPTER 90, SECTION .11 OF THE TOWN OF BILTMORE FOREST CODE OF ORDINANCES, BE AMENDED AS FOLLOWS TO ADD THE FOLLOWING LANGUAGE:

90.11 Feeding Wild Animals

The keeping, possession, harboring, feeding, or attracting of wild or feral animals is prohibited as a public nuisance threatening the public health, safety and welfare of the community. This includes, but is not limited to, attracting the presence of bears or wild animals that creates a danger to humans, wildlife, or domestic animals, or causes damage to other properties.

- A. Provided however, that nothing herein shall be construed to prohibit keeping or maintaining a bird feeder, or from feeding birds, unless said activity constitutes an attractant and its cessation is ordered by a police officer or Town Code Enforcement Officer, pursuant to this chapter.
- B. For the purpose of this section, danger shall mean the potential for human injury or death, the potential for increased risk of disease transmission between animal species and humans, or the increased potential for death or injury to the bears, livestock or companion animals.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
SEPTEMBER 9, 2025



Agenda Item G-6

Consideration of Resolution 2025-11

A Resolution Authorizing the Surplus of Personal Property

Background

Town staff request permission to surplus multiple items from the Biltmore Forest Police Department. These items include two (2) vehicles, ten (10) Axon in-car camera systems, a radio system, a police vehicle light bar, and one lot of miscellaneous police vehicle accessories.

If approved, the Town will place these items on the GovDeals website for sale.

Action Requested

Approval of Resolution 2025-11

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

TOWN OF BILTMORE FOREST
BOARD OF COMMISSIONERS

RESOLUTION 2025-11

WHEREAS, the Board of Commissioners of the Town of Biltmore Forest desires to dispose of certain surplus property of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Biltmore Forest Board of Commissioners that the following described property is hereby declared surplus to the needs of the Town of Biltmore Forest:

1. 2016 Ford Explorer
VIN 1FM5K8AR7GGA29178
135,379 miles
2. 2020 Ford Explorer
1FM5K8AC2LGB23961
107,031 miles
3. Motorola XPR 5000 series base radio system
4. Whelen LED patrol car light bar
5. Ten (10) Individual Axon Fleet 2 In-Car Camera Systems
6. One (1) lot of miscellaneous police vehicle lights, equipment, mounts, and accessories

BE IT FURTHER RESOLVED that the Town Manager is authorized to receive on behalf of the Biltmore Forest Board of Commissioners bids at an electronic auction for the purchase of the described property. The highest bid, if it complies with the terms of sale, may be accepted by the Town Manager and the sale consummated.

The Town Manager shall cause a notice of the electronic auction to be published in accordance with G.S. 160A-270(b).

This the 9th day of September, 2025.

George F. Goosmann, III
Mayor

Attest:

Laura Jacobs
Town Clerk