

AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, April 8, 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 March 11, 2025 Minutes
3. Proclamation: "Two Lights for Tomorrow"

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. **Consideration of Resolution 2025-05** - State Cashflow Loan Acceptance for Disaster Response Activities
2. **Consideration of Resolution 2025-06** – A Resolution Opposing NC Senate Bill 291: Elimination of Municipal Authority regarding Short-Term Rentals
3. **Delineators within Town Rights-of-Way** Discussion
4. **Town Hall Facility Upgrades** Discussion
5. **Accessory Building and Maximum Roof Coverage Amendment** Update

H. **Closed Session Pursuant** to NCGS 143.318.11 for Attorney-Client Privilege

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 MARCH 11, 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 amended minutes from February 11th and the Special Meeting minutes from February 14th, 2025. Commissioner Stephens seconded the motion, and the consent agenda was unanimously approved.

PUBLIC COMMENT

Ms. Janet Whitworth of 25 Park Road regarding native species and bringing in Ecoforesters. Ms. Whitworth expressed her support for the Town's focus on native species and removing invasive species, offering to help organize a group of neighbors to encourage in education and outreach.

Chief Trevor Lance gave the report for Skyland Fire Department. There were a total of 32 calls for service and five medical assistance calls. There were also 15 false fire alarms. Chief Lance also expressed concern about wildfires due to the dry weather. Commissioner Tarleton asked about the fire on Buena Vista. Commissioner Stephens asked about the loud horns on the fire trucks.

Communications Director, Ms. Aslyne Tate gave the report for the Police Department. Chief Beddingfield is teaching at NC State University. Ms. Tate said there were a total of 809 calls. There were also 2 felony arrests, 32 traffic citations issued. The armed robbery case from last month is still under investigation. Ms. Tate said she attended some excellent training with Chief Beddingfield on law enforcement trauma and the concept of trust-based relational intervention. This was conducted by Texas Christian University, and it was grant funded. The Police Department also assisted Asheville Police Department with a barricaded subject at the Doubletree Hotel. The subject was wanted for multiple crimes and believed to be heavily armed. It was a large police response. We also had a pursuit with a freshly stolen vehicle from the Arden area. This was another case where the Flock camera system was instrumental. The dispatcher observed the vehicle at a high rate of speed on the cameras and was able to get officers to it and it ended up being stolen through Asheville Police Department. Commissioner Tarleton asked if there were any updates on the armed robbery that was reported last month. Ms. Tate said it is still under investigation.

Mr. Harry Buckner gave the report for the Public Works Department. There were quite a few storm drain repairs. There were quite a few storm drain inlets that were damaged with fallen trees and debris removal activities. They have identified eleven and are still finding more.

They will be getting back to mowing in the parks soon. Public Works has scheduled their pre-paving meeting on Monday morning at 8am. The work will start next week. They will be milling the road and doing some wedging in the area and then overlaying that to fix some drainage patterns.

Mr. Buckner said the stream evaluation project we have going on with our consultant is to evaluate the waterways in Town for stream stabilization issues and look for opportunities to stabilize our waterways and restore those back to a healthy condition. Mr. Buckner said they also met with a forestry professional to talk about potential reforestation in our parks and planting plans and strategies

there for invasive removals and planting. They will also be talking about storm repairs and storm debris.

Mr. Tony Williams gave the Town Planner report. February was a very busy month and Mr. Williams said there were 115 land use conferences, one notice of violation, multiple tree related complaints, 31 plans reviewed and three reviewed for the Board of Adjustment meeting. There were 16 permits issued.

Mr. Jonathan Kanipe gave the report for the Town. Mr. Kanipe said they have removed just over 360,000 cubic yards from the public right-of-way. This does not include what we've removed from waterways and some of the damaged and fallen trees within park properties. We have our last pass of right-of-way removal to be completed by March 30th. Mr. Kanipe said the Town has received approximately 75 applications for Private Property Debris Removal (PPDR). These have been uploaded for FEMA's review. We will alert property owners who are eligible and begin work on this.

Mr. Kanipe said the Town has significant concern over wildfire potential resulting from the amounts of vegetative debris that remains. We have worked hard to remove as much debris as possible and are continuing to press others to do the same. From a mitigation effort, we are continuing a separate track. With North Carolina State Emergency Management trying to implement some type of fire wise grant program. It is not much of an issue here as it would be in other places, but what that does is create a defensible area around homes. It gives us information and perhaps money in order to help do that. This will be coming on a separate track down the road.

Regarding public space forest restoration planning, the daunting task of restoring the Town's forests is not one to be undertaken lightly. As we have thought about this, it occurred that visioning for the Town's future reforestation in public areas should not waiver from the care and thoughtfulness displayed in the original Olmsteadian plan for the Town, based largely off the Biltmore Estate and its planning. In order to most effectively do this, the Town is beginning discussions with Eco-Foresters, which is a non-profit organization based in Asheville to assist with invasive species control and reforestation planning. Mr. Andy Tait, codirector of forestry for Eco-Foresters, met with Town staff last week to discuss opportunities afforded by the storm. These opportunities include an ability to access areas that were previously

inundated with invasive species and begin work to control these invasive species and eventually have them removed completely. This will most notably be done within Brooklawn Park. For Brooklawn Park, invasive species control, erosion control, and live stake planting along the now exposed creek bank will be the focus this spring. Similar work will occur in the lower sections of Rosebank Park once debris removal is completed from this area. Mr. Kanipe said they will have a cogent plan put together for next fall for the public space replanting.

We are encouraging native planting for private property owners. The Town is going to purchase some saplings that will hopefully run the gamut of diversity of species. We are looking toward Arbor Day to hand out a variety of saplings to residents.

Regarding the stream restoration planning grant, the board approved it in January 2024. It went to the State and was approved as a grant funded opportunity at the state level. They funded us \$30,000. The Town matched \$30,000. It provides stream mapping and planning, and restoration planning for the entirety of the Town for all the waterways within the Town. This is not for only public streams. They will go through and if asked, go onto private property and look at it. It will be a more wholesale town-wide stream master planning project. Commissioner Stephens said what he sees is a strong opportunity to lead by example through invasive removal and planting in all our public parks. Provide guidance and seedlings to residents and then engage in these multifaceted speakers and Arbor Day Foundation, they get seedling giveaways and things like that.

Commissioner Tarleton reported on the progress of a code of conduct. It is still in developing stages. We are waiting on a book from the UNC School of Government and discovered we already have a code of ethics. He would like to see rewriting this to include just having one code that describes conduct and ethics. Commissioner Tarleton said there needs to be discussion with the board regarding open meetings law and what is appropriate for commissioners to be doing in terms of the meetings law as to whether two commissioners outside of a public hearing can talk about town business since there are only three voting members of this board. There are four members of the board and Commissioner Tarleton thinks technically under the open meetings law and the definition of a quorum; it may be legal. This is something we need to include in our code of conduct and have a discussion. Commissioner Tarleton will draft a recommendation.

Commissioner Tarleton discussed the open meetings law. Right now, the Mayor doesn't have the right to vote and it's not within the Town Charter which is what Commissioner Tarleton understood. It's a specific statute which is 160A-69. He has a right to vote and in the event of a tie (if one commissioner is absent) and Commissioner Loomis and Commissioner Tarleton disagreed about a proposal, then the Mayor could vote. Commissioner Tarleton said it makes a difference, at least in terms of the Boards consideration about the appropriateness of two voting members to have a conversation about Town business. Despite the language of the open meetings law, it may not be a quorum but it's at least a quorum of voting membership. This should be included in our Code of Conduct.

Commissioner Stephens said he is a member of the French Broad River Metropolitan Planning Organization and there has been a lot of news about the 1-26 connector. It will go over Patton and not under Patton.

NEW BUSINESS

Consideration of Ordinance 2025-02 which is an ordinance to amend the Town Code. Generally, this ordinance moves the Town into specific compliance with the constitution in allowing solicitation for charitable, religious, educational, and political purposes within the Town. Commissioner Tarleton moved to adopt amending the Town Ordinance. Commissioner Loomis seconded the motion. The motion was unanimously approved.

Consideration of Resolution 2025-03 which is a Resolution requesting Duke Energy to remove vegetative debris from beneath restored above-ground electric lines. This is specifically for wildfire prevention. Commissioner Loomis made a motion to support this. Commissioner Stephens seconded the motion. The motion was unanimously approved.

Consideration of Resolution 2025-04 which is a Resolution approving a memorandum of understanding between the Town and NC Department of Transportation for continuing, cooperative, and comprehensive transportation planning services. This is a federally created entity. Commissioner Stephens moved to approve. Commissioner Tarleton seconded the motion. The motion was

unanimously approved.

Consideration of Planning Commission appointment for Mr. Jonathan Gach. Commissioner Loomis made a motion. Commissioner Stephens seconded the motion. The motion was unanimously approved.

Consideration of tax waiver request for 16 Cedar Chine Drive. It is in the amount of \$99.32. Commissioner Stephens supported, granted the waiver and made a motion. Commissioner Tarleton seconded the motion. The motion was unanimously approved.

A discussion was ensued for state cashflow loans for disaster response activities. The State treasurer's office has provided a 0% interest loan availability to Towns that have been impacted. This amount we have been offered, \$1,028,000. The state have these monies out as an option at 11% of the estimated cost of the entire FEMA reimbursement. Mr. Kanipe said he is bringing this for the Board to consider.

The meeting was adjourned at 5:49pm and went into Closed Session at 5:50pm.

The next meeting is scheduled for Tuesday, April 8th, 2025, at 4:30pm.

ATTEST:

Laura Jacobs
Town Clerk

George F. Goosmann, III
Mayor

Town of Biltmore Forest Proclamation

“Two Lights for Tomorrow”

WHEREAS: The Town of Biltmore Forest recognizes the importance of honoring and commemorating the 250th anniversary of the founding of our nation and reminding our citizens of the vital significance and relevance of our founding principles and ideals that created a unique national identity worth fighting for; and

WHEREAS: The events of 1775 that began the revolution the year before independence was declared are significant moments that signaled the creation of a national identity and unity of purpose that transcended traditional geographic, cultural, and societal divides; and

WHEREAS: Individuals and communities across all the colonies came together to support their fellow countrymen; and

WHEREAS: On the evening of April 18, 1775, with impending hostile action from the British army in Boston, Massachusetts, Paul Revere and William Dawes along with other alarm riders undertook a perilous ride to alert everyone in the countryside of the coming danger; and

WHEREAS: Preceding their departure from Boston, a prearranged signal was set in the Old North Church steeple to ensure that the message got out and did not solely rely on just one or two alarm riders; and

WHEREAS: The two lanterns that were the signal were immortalized in Henry Wadsworth Longfellow's poem Paul Revere's Ride as "One if by land, and two if by sea" and have become an enduring symbol of American vigilance, perseverance, preparedness in the face of adversity; and

WHEREAS: Those alarm riders and the citizens that answered the call to arms to serve and defend their fellow countrymen that night and the following day at the Battles of Lexington and Concord exemplify the spirit of community and shared responsibility that has defined our nation since its inception; and

WHEREAS: We are reminded, 250 years later, that the call for unity and the call to serve each other is no less relevant today than it was then; and

WHEREAS: A national initiative has been proposed through collaboration from multiple states that two lights be displayed in public spaces across the country for all to see marking that significant anniversary in April 2025 and the beginning of the 250th anniversary commemorations leading up to the Declaration of Independence on July 4, 2026; and

WHEREAS: State commissions, state governments, federal agencies, and community, heritage, and historical organizations across the country have eagerly endorsed the initiative and pledge to support and participate, and have encouraged others to do the same; and

WHEREAS: Some participating entities have also pledged to encourage a day of community service on April 19, 2025 as a way to encourage understanding about the true meaning of these historical commemorations knowing that these events are not just marking history for history' s sake, but rather encouraging reflection on the idea that all these historic events were endeavoring toward one common goal: the chance for a better tomorrow, together;

NOW, THEREFORE, be it proclaimed on behalf of all of the members of Board of Commissioners of the Town of Biltmore Forest and residents of the Town of Biltmore Forest do hereby endorse the Two Lights For Tomorrow national initiative and call on all citizens to unite in remembrance of our shared history, honoring the sacrifices made by those who fought for our independence and reminding ourselves of the values we hold dear today.

FURTHERMORE, we encourage all citizens take part in this symbolic display by prominently displaying two lights for all to see the night of April 19th and reflect on how those lights shining out in the darkness during this vigil symbolically illustrate our ongoing journey as a nation.

George F. Goosmann, III
Mayor

Two Lights For Tomorrow

As we approach the 250th anniversary of the signing of the Declaration of Independence in 2026, America 250 NC invites all North Carolinians to take part in a powerful national moment of reflection and unity: **Two Lights for Tomorrow**. On **April 18, 2025**, communities across the United States will join together to honor the spirit of cooperation and courage that helped ignite the American Revolution.

Inspired by Paul Revere's legendary midnight ride and the signal lanterns hung in Boston's Old North Church in 1775—one if by land, two if by sea—this initiative remembers the vital role early Americans played in defending liberty and preparing for a better future. By placing two lights in the darkness, we commemorate not only a pivotal moment in history but also our shared commitment to working together for the common good.

In this spirit, America 250 NC encourages every county courthouse, town hall, school, community center, historic site, and household to display **two lights on April 18, 2025**, as a visible symbol of our unity, remembrance, and hope for tomorrow.



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

March 2025

Incident Type

114 - Chimney or flue fire, confined to chimney or flue	1
140 - Natural vegetation fire, other	1
142 - Brush or brush-and-grass mixture fire	1
251 - Excessive heat, scorch burns with no ignition	1
311 - Medical assist, assist EMS crew	10
321 - EMS call, excluding vehicle accident with injury	2
324 - Motor vehicle accident with no injuries.	1
550 - Public service assistance, other	1
554 - Assist invalid	1
561 - Unauthorized burning	1
571 - Cover assignment, standby, moveup	1
611 - Dispatched & canceled en route	7
622 - No incident found on arrival at dispatch address	3
700 - False alarm or false call, other	2
735 - Alarm system sounded due to malfunction	1
745 - Alarm system activation, no fire - unintentional	2
Total	36

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
April 8, 2025
Commission Report

March 2025 Data

Total Calls For Service:

882 (809 last month)

Arrests:

0-Felony Arrests

4-Misdemeanor Arrests-Two Driving While Impaired arrests, One out of jurisdiction warrant arrest, One arrest for reckless driving and no operators license. All were from traffic stops.

Citations:

31-Citations for various traffic violations (32 last month)

Time Consumption Summary:

Approximations:

Business Checks- 6 hours

House Checks- 5 hours

Radar Operation- 5 hours

Vehicle Crash Investigation- 6 hours

Notable Calls and Projects:

We attended some excellent training on law enforcement leadership. Five of the most well-known law enforcement and motivational speakers in the country. This was held in McDowell County and sponsored by several of the vendors that we currently use. This was a priceless and great experience for our leadership team.

Charges/Warrants secured on Armed Robbery suspect. We were assisted by the FBI and Fletcher Police Department. As of the writing of this report he had not been taken into custody.

Flock camera system progressing very well and being utilized regularly. We have 11 of 13 cameras installed. Flock systems have been discussed recently in our local media with a neighboring agency. I will be glad to meet and answer any related questions that you might have.

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

Calls for Service

03/01/2025 - 03/31/2025

BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
ALARM	22	2.49%
ANIMAL CONTROL	12	1.36%
ASSIST MOTORIST	10	1.13%
ASSIST OTHER AGENCY	13	1.47%
ASSIST RESIDENT	4	0.45%
BUSINESS CHECK	478	54.20%
C&R DRIVER	1	0.11%
CHECK POINT	1	0.11%
CRIME PREVENTION	28	3.17%
DEBRIS IN ROADWAY	2	0.23%
DISTURBANCE	1	0.11%
DOWN POWER LINES	2	0.23%
FIRE	1	0.11%
FOLLOW-UP INVESTIGATION	1	0.11%
GAS LEAK	1	0.11%
HOUSE CHECK	120	13.61%
JUVENILE ISSUE	2	0.23%
LARCENY	2	0.23%
MEDICAL EMERGENCY	7	0.79%
No CallType	1	0.11%
ORDINANCE VIOLATION	4	0.45%
RADAR OPERATION	27	3.06%
SMOKE COMPLAINT	1	0.11%
SPECIAL CHECK	26	2.95%
SUSPICIOUS ACTIVITY	3	0.34%
SUSPICIOUS PERSON	5	0.57%
SUSPICIOUS VEHICLE	15	1.70%
TALK WITH OFFICER	7	0.79%
TRAFFIC CONTROL	3	0.34%
TRAFFIC STOP	63	7.14%
TREE DOWN	7	0.79%
VEHICLE ACCIDENT	9	1.02%
WELFARE CHECK	3	0.34%
Total Records For BILTMORE FOREST POLICE DEPARTMENT	882	Group/Total 100.00%
Total Records	882	

BOARD OF COMMISSIONERS MEETING STAFF MEMORANDUM

April 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 February:

- Collected 32.89 tons of garbage.
- Diverted 11.52 tons of recycled goods from garbage.
- Picked up 58 loads of brush (approximately 1,135 cubic yards) over 14 days.
- Responded to 77 total utility locate requests, comprised of 57 new requests and 20 updates.
- Visited 9 properties for tree assessments in March, reviewing 38 trees and requiring 10 replacements.
- Completed daily chlorine residual tests across town and the required two (2) bacteriological 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 March

- We have successfully hired a new Public Works employee, Tanner Sprinkles, and his start date is tentatively scheduled for April 17th. Tanner is a Buncombe County native that comes to us most recently from the Buncombe County Solid Waste, where he worked for over two years, but also has a farming and construction background. Brian lives in Weaverville and will be getting married this fall. We are very excited to add him to the team, and I will invite him to the May Board meeting to introduce him in person.
- Staff continue to service our twelve (12) dog waste stations.
- Brush collection is proceeding on a continuous basis following our regular routes. We anticipate this to continue for the foreseeable future until we have substantially caught up. In March, the North route was completed and continued with the South route. As of this report, approximately half of the South route is completed.
- Staff have used and will continue to use the tractor and blower to keep the roads clear of loose debris.
- We completed aerating, fertilizing, and overseeding in Rosebank Park, Greenwood Park, Hemlock Pond, and the Town Hall Complex.

- Our lawn mower was returned from being serviced, and our new mower was delivered in March.
- Our team installed a new water service on Cedar Hill Road.
- We are still working out options and details for the replacement of the guardrail adjacent to the I-40 bridge on Vanderbilt Road. There are two quotes in hand. We are also assessing other segments of guardrail for repair throughout town.
- We replaced several damaged road signs throughout town.
- Staff replaced two (2) damaged dog waste stations. One was across from 394 Vanderbilt and one at the Forest/East Forest Wye.
- Staff worked for several days in March removing smaller debris, cleaning up Brooklawn Park and preparing it for seeding.
- Our team replaced and repaired seven (7) damaged stormwater inlets throughout town. These repairs will continue for several weeks.
- We are continuing to review and respond to storm drain issues as they are uncovered and reported to the office.
- We have arranged for a contractor to perform the repairs to the Greenwood Park slopes and stormwater basins that were damaged during Helene. We anticipate work beginning in April.
- I spent two days in the field with FEMA staff visiting each of our bridges, damaged pavement areas, and damaged stormwater inlets so they could prepare the necessary paperwork for reimbursement of repairs. We also completed additional paperwork as requested by FEMA to assist with the reimbursement of other damage repairs.
- I completed and submitted the required annual Local Water Supply Plan to the North Carolina Public Water Supply Section. I will present the final report to the Board upon its approval by the state, but our unaccounted-for water usage continues to be exceptionally low, and the system is in excellent condition.

Larger/Capital Projects Updates

Hurricane Helene Response

- Significant additional information is provided throughout this report and in the Manager's report.
- We continue to meet weekly with the debris removal contractor and monitoring company to review storm clean-up activity.
- I am happy to announce that as of March 30, 2025, the Town has concluded the rights-of-way (ROW) debris program and will now be transitioning towards regular yard waste and brush removal operations.
- Over the past six months, the Town has coordinated the removal of the following quantities of vegetative debris:
 - approximately 370,000 cubic yards from our twenty-two miles of public rights-of-way

- over 10,000 cubic yards from within Town owned property
- over 2,000 cubic yards from waterways throughout Town
- This collected debris has been converted into approximately 158,000 cubic yards of wood chips that will be repurposed as bagged mulch at a facility in Waynesville, North Carolina.
- We successfully negotiated a 3-month extension for the use of the TDMS with the Biltmore Estate.
- While the formal ROW program has concluded, work is getting started in the other programs by our outside contractors, including the Private Property Debris Removal (PPDR) program and the waterways clean-up program. This means you will continue to see the large debris trucks for some period as they work towards completing these similar, but distinct, clean-up phases.

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

- All pipework for this project was completed on February 7, 2025, only leaving the road paving work to complete the entirety of the work.
- Resurfacing work began the week of March 17th on Lone Pine Road. Work then paused the week of March 24th due to other commitments by the contractor and inclement weather but restarted on April 3rd on Stuyvesant Road.
- We anticipate the paving work will be concluded by April 11th, weather pending.
- Once all the new asphalt is installed, the contractor will return to finalize backfilling and fine grading of the road shoulders to provide proper drainage.

Streetlight LED Conversions and Service Upgrades

- All streetlights were inspected for damage on 3/17/2025.
- A total of nine (9) streetlights are structurally damaged or destroyed.
- Two (2) have minor damage to the lamps or street signs due to hurricane Helene.
- Out of the 66 total lamps, fifteen (15) are not functioning currently.
- The camera locations and statuses are as follows:
 - Stuyvesant Rd. and Parkway Rd. (Camera removed pending entire pole removal due to damage)
 - Stuyvesant Rd. and Stuyvesant Crescent, North Intersection – Operational
 - Stuyvesant Rd. and Hilltop Rd. – Operational
 - 15 Ridgefield Place (Camera inoperable pending lamp removal/repair)
 - Eastwood Rd. and Hilltop Rd. - Operational
 - Brookside Rd. and Southwood Rd. – Operational
 - Stuyvesant Rd. and Country Club Entrance - Operational
 - Browntown Rd. and White Oak Rd. – Operational
 - Busbee Rd. and White Oak Rd. – Operational
 - Vanderbilt Rd. and Busbee Rd., SE Corner (Camera removed pending entire pole removal due to damage)
 - Vanderbilt Rd. and Park Rd. – (Power on; Needs service by Flock)
 - Vanderbilt Rd. and Cedarcliff Rd. – (Power on; Needs service by Flock)

- Vanderbilt Rd. and Hendersonville Rd. – Operational
- We are continuing to explore options and develop recommendations for streetlight replacements and/or repairs.

Greenwood Park Improvements

- Our contractor has been authorized to start work on the slope and basin repairs
- Work is anticipated to occur in April, dependent on favorable weather.
- Routine mowing and maintenance will also begin in April once the re-seeding has had a chance to take hold.

Brooklawn Park Clean-up and Trail Construction

- Large debris removal is completed from within Brooklawn Park and from along the waterways in the park.
- We are waiting on the Forestry Consultant to prepare a proposal to create a reforestation plan for the park, including an invasive species removal and control plan. They did make an additional preliminary site visit on April 3, 2025.
- Work is underway with our stream evaluation consultant, Jennings Environmental. This is a longer-term project, and we do not anticipate getting much feedback for several months until field work can be completed.
- Our staff continues to work intensively within the park to continue smaller debris cleanup that cannot be removed by the debris removal contractor. We have cleared the trails and identified four areas requiring spot repairs. This work will continue throughout the spring and summer.

Anticipated April Activities

- Staff will complete the required daily chlorine, monthly bacteriological testing, and quarterly disinfection byproduct testing.
- We will assist Ms. Jacobs with the water April water billing cycle.
- Brush and leaf collection is happening every day for the foreseeable future. We are running the standard routes and are currently about midway through the South route.
- I am advising residents to anticipate significant delays due to the impact of additional quantities of storm debris.
- We will begin routine mowing and maintenance activities in the parks and at the Town Hall complex this month.
- We will continue to replace damaged road signs.
- Staff will begin repairs to our four (4) broken fire hydrants in Town.
- We are identifying an appropriate location for a new dog waste station along Busbee Road near White Oak or Buena Vista and plan to install it this month.
- Clean-up work will continue in Brooklawn Park.
- Storm drain repairs will continue.

- Supervisor Dale and I are continuing to supervise the final paving work associated with the stormwater project and annual resurfacing. This will continue with shoulder repairs and striping work. We anticipate this work being completed in April.
- We will also coordinate the repairs to Greenwood Park in April.

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



MEMORANDUM

To: Jonathan Kanipe, Town Manager
Mayor and Board of Commissioners

From: Tony Williams, Town Planner

Re: March Monthly Report

Date: April 8, 2025

Recurring

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

Monthly Breakdown

- Review of potential subdivisions: 0
- Land use conferences virtual/on site: 136
- Notice of violations verbal/written: 0
- Resolved violations/complaints: 6
- Complaints: 7
- Plans reviewed: 32
- Plans reviewed for BOA: 0
- Plans reviewed for Design Review Board: 0
- Permits issued: 5

Miscellaneous

No Board of Adjustment meeting for the month of March, no applications required Board approval.

**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
APRIL 8, 2025**



AGENDA ITEM E-5

Town Manager's Monthly Report

Debris Removal Update

Through Friday, April 4, the Town has removed just over 385,000 cubic yards from the public right of way. This debris was processed into 161,000 cubic yards of mulch. The last pass for right of way debris collection occurred on March 30 and the contractor is currently picking up areas around town that have remaining debris on the right of way. This also includes stumps that will be split and taken to the Temporary Debris Management Site (TDMS) for disposal.

Private Property Debris Removal (PPDR) Program

The Town has informed approximately sixty-five property owners that they are eligible for PPDR work to begin on their property in the next few weeks. These property owners will be contacted directly by the contractor who will perform work deemed eligible under federal and state guidelines. This work is estimated to cost just over \$4 million and is fully reimbursable by the federal government.

Wildfire Mitigation Efforts and Utility Debris Removal

Our FEMA program delivery manager has done a terrific job throughout our recovery. As the Town was crafting the resolution to Duke Energy regarding vegetative removal underneath power lines, she was keeping the FEMA leadership team in the loop. The result was that permission was granted for a new FEMA Debris program to reimburse local governments for removing any storm related vegetation and e-waste from underneath above ground electric lines. This also includes removing e-waste throughout the Town. The Town has coordinated with SDR and DebrisTech, respectively, to begin developing this work program. It will be handled similarly to PPDR and we hope to begin this work in the coming weeks. I am hopeful this will alleviate some of the potential wildfire threats that exist under above ground transmission lines and help expedite the removal of telecom e-waste from road rights of way and private property.

Since Hurricane Helene, the Planning Commission has discussed forest restoration as part of the overall Tree Protection Ordinance. The Town has begun moving forward with a restoration plan that is composed of two specific tracks.

Forest Restoration Efforts

Track 1: Public Spaces and Parks

The Town will focus this spring on invasive species control and removal. Eco-Foresters will provide this work and coordinate on reforestation planning. The clearing of town public spaces – such as Brooklawn Park, Rosebank Park, and Lower Vanderbilt Park – allows the Town access to areas previously inundated with invasive species.

As an example, in Brooklawn Park the Town will perform invasive species control, erosion control, and live stake planting along the now exposed creek bank will be the focus this spring. Similar work will occur in the lower sections of Rosebank Park once debris removal is completed from this area. As this initial work occurs, the Town intends to work with Eco-Foresters to develop a Biltmore Forest specific plan that is actionable for replanting in fall 2025. This will be an affirmative delay to have an appropriate and effective plan for the Town’s public spaces and not something that is thrown together while we are still recovering from the storm.

Track 2: Private Property Recommendations

As the Town performs work on its property, we will also encourage private residents to thoughtfully engage in restoration. This will include educational information, presented at an Arbor Day Event on Saturday, April 26. Tables and information will be available to residents to speak with experts. “Restoration Saplings” were purchased by the Town and these arrived much earlier than expected. We will meet with the Friends of Biltmore Forest Committee on Monday to discuss the best method to distribute these saplings to residents within the next week. These will also include “how-to-guides” for planting and care. The saplings distributed are native species and include hardwood and understory trees.

Employee Ancillary Benefit Coverage

The Town’s employees receive dental, vision, short term disability, and life insurance as ancillary benefits. This benefit package was serviced for many years by the NC League of Municipalities (NCLM). In late February, the NCLM let all enrolled groups know that their health and ancillary benefit division (Health Benefits Trust) was shutting down effective June 30, 2025. This resulted in the need for over 5,000 public employees in North Carolina to obtain new coverage. The Town is fortunate that we use the NC State Health Plan for health insurance as we only had to find new ancillary lines of coverage. Laura Jacobs and I have worked with Mark III Benefits as a broker to perform this outreach for us and they have presented us with a plan that is comparable to what we had with the League. We intend to move forward with this ancillary benefit package effective July 1. Since we no longer have the benefit of being in a large group, we will have cost increases. My initial estimate is that it will increase approximately \$15,000 for all employees over all coverage, but I will confirm this once we receive the final documentation from Mark III. Please let me know if you have questions.

REVENUE & EXPENDITURE STATEMENT

07/01/2024 To 03/31/2025

Town of Biltmore Forest

FY 2024-2025

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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)	3,042,253.00	3,065,586.49	3,065,586.49	0.00	-23,333.49	101
10-3010-0100 AD VALOREM TAXES (DMV)	123,040.00	68,762.30	68,762.30	0.00	54,277.70	56
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	7,108.91	7,108.91	0.00	-2,108.91	142
3010 Ad Valorem Tax Subtotal	\$3,170,293.00	\$3,141,457.70	\$3,141,457.70	\$0.00	\$28,835.30	99
10 General Fund Subtotal	\$3,170,293.00	\$3,141,457.70	\$3,141,457.70	\$0.00	\$28,835.30	99
Revenue Subtotal	\$3,170,293.00	\$3,141,457.70	\$3,141,457.70	\$0.00	\$28,835.30	99
After Transfers	Excess Of Revenue Subtotal	\$3,170,293.00	\$3,141,457.70	\$3,141,457.70	\$0.00	99
3020 Unrestricted Intergovernm						
Revenue						
10 General Fund						
3020 Unrestricted Intergovernm						
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	233,800.00	133,679.24	133,679.24	0.00	100,120.76	57
10-3020-0100 ALCOHOL BEVERAGE TAX	6,750.00	0.00	0.00	0.00	6,750.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	789,576.00	482,493.67	482,493.67	0.00	307,082.33	61
10-3020-0300 1/2 CENT SALES TAX A.40	340,912.00	222,727.55	222,727.55	0.00	118,184.45	65
10-3020-0400 1/2 CENT SALES TAX A.42	419,097.00	258,131.90	258,131.90	0.00	160,965.10	62
10-3020-0600 SALES TAX REFUND	15,000.00	38,557.59	38,557.59	0.00	-23,557.59	257
10-3020-0700 GASOLINE TAX REFUND	0.00	4,667.47	4,667.47	0.00	-4,667.47	*100
3020 Unrestricted Intergovernm Subtotal	\$1,805,135.00	\$1,140,257.42	\$1,140,257.42	\$0.00	\$664,877.58	63
10 General Fund Subtotal	\$1,805,135.00	\$1,140,257.42	\$1,140,257.42	\$0.00	\$664,877.58	63
Revenue Subtotal	\$1,805,135.00	\$1,140,257.42	\$1,140,257.42	\$0.00	\$664,877.58	63
After Transfers	Excess Of Revenue Subtotal	\$1,805,135.00	\$1,140,257.42	\$1,140,257.42	\$0.00	63
3030 Restricted Intergovernmen						
Revenue						
10 General Fund						
3030 Restricted Intergovernmen						
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,000.00	817.03	817.03	0.00	182.97	82
10-3030-0100 POWELL BILL	75,000.00	80,773.28	80,773.28	0.00	-5,773.28	108
3030 Restricted Intergovernmen Subtotal	\$76,000.00	\$81,590.31	\$81,590.31	\$0.00	-\$5,590.31	107
10 General Fund Subtotal	\$76,000.00	\$81,590.31	\$81,590.31	\$0.00	-\$5,590.31	107
Revenue Subtotal	\$76,000.00	\$81,590.31	\$81,590.31	\$0.00	-\$5,590.31	107
After Transfers	Excess Of Revenue Subtotal	\$76,000.00	\$81,590.31	\$81,590.31	\$0.00	107
3040 Permits & Fees						
Revenue						
10 General Fund						
3040 Permits & Fees						

REVENUE & EXPENDITURE STATEMENT

07/01/2024 To 03/31/2025

Town of Biltmore Forest

FY 2024-2025

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10-3040-0000 ZONING PERMITS	30,000.00	37,692.00	37,692.00	0.00	-7,692.00	126
10-3040-0100 DOG LICENSE FEE	1,300.00	1,300.10	1,300.10	0.00	-0.10	100
3040 Permits & Fees Subtotal	\$31,300.00	\$38,992.10	\$38,992.10	\$0.00	-\$7,692.10	125
10 General Fund Subtotal	\$31,300.00	\$38,992.10	\$38,992.10	\$0.00	-\$7,692.10	125
Revenue Subtotal	\$31,300.00	\$38,992.10	\$38,992.10	\$0.00	-\$7,692.10	125
After Transfers	Excess Of Revenue Subtotal	\$31,300.00	\$38,992.10	\$38,992.10	\$0.00	125
3050 Investment Earnings						
Revenue						
10 General Fund						
3050 Investment Earnings						
10-3050-0000 INTEREST EARNED	233,333.00	124,339.79	124,339.79	0.00	108,993.21	53
3050 Investment Earnings Subtotal	\$233,333.00	\$124,339.79	\$124,339.79	\$0.00	\$108,993.21	53
10 General Fund Subtotal	\$233,333.00	\$124,339.79	\$124,339.79	\$0.00	\$108,993.21	53
Revenue Subtotal	\$233,333.00	\$124,339.79	\$124,339.79	\$0.00	\$108,993.21	53
After Transfers	Excess Of Revenue Subtotal	\$233,333.00	\$124,339.79	\$124,339.79	\$0.00	53
3060 Miscellaneous						
Revenue						
10 General Fund						
3060 Miscellaneous						
10-3060-0100 AMERICAN TOWER AGREEMENT	33,800.00	33,971.32	33,971.32	0.00	-171.32	101
10-3060-0200 MISCELLANEOUS	25,000.00	159,065.67	159,065.67	0.00	-134,065.67	636
3060 Miscellaneous Subtotal	\$58,800.00	\$193,036.99	\$193,036.99	\$0.00	-\$134,236.99	328
10 General Fund Subtotal	\$58,800.00	\$193,036.99	\$193,036.99	\$0.00	-\$134,236.99	328
Revenue Subtotal	\$58,800.00	\$193,036.99	\$193,036.99	\$0.00	-\$134,236.99	328
After Transfers	Excess Of Revenue Subtotal	\$58,800.00	\$193,036.99	\$193,036.99	\$0.00	328
3290						
Revenue						
30 Water & Sewer Fund						
3290						
30-3290-0000 INTEREST EARNED	4,400.00	3,418.77	3,418.77	0.00	981.23	78
3290 Subtotal	\$4,400.00	\$3,418.77	\$3,418.77	\$0.00	\$981.23	78
30 Water & Sewer Fund Subtotal	\$4,400.00	\$3,418.77	\$3,418.77	\$0.00	\$981.23	78
Revenue Subtotal	\$4,400.00	\$3,418.77	\$3,418.77	\$0.00	\$981.23	78
After Transfers	Excess Of Revenue Subtotal	\$4,400.00	\$3,418.77	\$3,418.77	\$0.00	78
3350 Commissions, Sw Chg Coll						
Revenue						
30 Water & Sewer Fund						
3350 Commissions, Sw Chg Coll						
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	8,000.00	5,767.33	5,767.33	0.00	2,232.67	72
3350 Commissions, Sw Chg Coll Subtotal	\$8,000.00	\$5,767.33	\$5,767.33	\$0.00	\$2,232.67	72

REVENUE & EXPENDITURE STATEMENT

07/01/2024 To 03/31/2025

Town of Biltmore Forest

FY 2024-2025

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30 Water & Sewer Fund Subtotal	\$8,000.00	\$5,767.33	\$5,767.33	\$0.00	\$2,232.67	72
Revenue Subtotal	\$8,000.00	\$5,767.33	\$5,767.33	\$0.00	\$2,232.67	72
After Transfers	Excess Of Revenue Subtotal	\$8,000.00	\$5,767.33	\$5,767.33	\$0.00	72
3430						
Revenue						
10 General Fund						
3430						
10-3430-0003 GRANTS -POLICE DEPT	6,770.00	0.00	0.00	0.00	6,770.00	0
3430 Subtotal	\$6,770.00	\$0.00	\$0.00	\$0.00	\$6,770.00	0
10 General Fund Subtotal	\$6,770.00	\$0.00	\$0.00	\$0.00	\$6,770.00	0
Revenue Subtotal	\$6,770.00	\$0.00	\$0.00	\$0.00	\$6,770.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$6,770.00	\$0.00	\$0.00	\$0.00	0
3500 Other Financing						
Other Financing Source						
10 General Fund						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	14,970.00	0.00	0.00	0.00	14,970.00	0
10-3500-0300 TRANSFER FROM FUND BALANCE	1,213,866.00	0.00	0.00	0.00	1,213,866.00	0
10-3500-0500 GRANT (GOVERNMENTAL) FUNDS	30,000.00	0.00	0.00	0.00	30,000.00	0
3500 Other Financing Subtotal	\$1,258,836.00	\$0.00	\$0.00	\$0.00	\$1,258,836.00	0
10 General Fund Subtotal	\$1,258,836.00	\$0.00	\$0.00	\$0.00	\$1,258,836.00	0
Other Financing Source Subtotal	\$1,258,836.00	\$0.00	\$0.00	\$0.00	\$1,258,836.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$1,258,836.00	\$0.00	\$0.00	\$0.00	0
3710 Water Sales						
Revenue						
30 Water & Sewer Fund						
3710 Water Sales						
30-3710-0000 WATER CHARGES	641,000.00	376,991.28	376,991.28	0.00	264,008.72	59
30-3710-0100 MSD CHARGES	422,240.00	324,583.46	324,583.46	0.00	97,656.54	77
30-3710-0200 AMI TRANSMITTER CHARGES	8,867.00	5,587.56	5,587.56	0.00	3,279.44	63
3710 Water Sales Subtotal	\$1,072,107.00	\$707,162.30	\$707,162.30	\$0.00	\$364,944.70	66
30 Water & Sewer Fund Subtotal	\$1,072,107.00	\$707,162.30	\$707,162.30	\$0.00	\$364,944.70	66
Revenue Subtotal	\$1,072,107.00	\$707,162.30	\$707,162.30	\$0.00	\$364,944.70	66
After Transfers	Excess Of Revenue Subtotal	\$1,072,107.00	\$707,162.30	\$707,162.30	\$0.00	66
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	22,600.00	22,600.00	0.00	-12,600.00	226

REVENUE & EXPENDITURE STATEMENT

07/01/2024 To 03/31/2025

Town of Biltmore Forest

FY 2024-2025

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3730 Water Tap & Connect Fees Subtotal	\$10,000.00	\$22,600.00	\$22,600.00	\$0.00	-\$12,600.00	226
30 Water & Sewer Fund Subtotal	\$10,000.00	\$22,600.00	\$22,600.00	\$0.00	-\$12,600.00	226
Revenue Subtotal	\$10,000.00	\$22,600.00	\$22,600.00	\$0.00	-\$12,600.00	226
After Transfers	Excess Of Revenue Subtotal	\$10,000.00	\$22,600.00	\$22,600.00	\$0.00	226
3900						
Other Financing Source						
10 General Fund						
3900						
10-3900-4000 FINANCING PROCEEDS-LEASES	85,000.00	0.00	0.00	0.00	85,000.00	0
3900 Subtotal	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0
10 General Fund Subtotal	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0
Other Financing Source Subtotal	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$85,000.00	\$0.00	\$0.00	\$0.00	0
4000						
Revenue						
40 Capital Project Fund						
4000						
40-4000-1100 ARP DISTRIBUTION	451,275.58	0.00	0.00	0.00	451,275.58	0
4000 Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	\$451,275.58	0
40 Capital Project Fund Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	\$451,275.58	0
Revenue Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	\$451,275.58	0
After Transfers	Deficiency Of Revenue Subtotal	\$451,275.58	\$0.00	\$0.00	\$0.00	0
4200 Administration						
Expenditure						
4200 Administration						
10-4200-0200 SALARIES	357,385.00	318,062.78	318,062.78	0.00	39,322.22	89
10-4200-0500 FICA	27,340.00	23,692.90	23,692.90	0.00	3,647.10	87
10-4200-0600 HEALTH INSURANCE (MEDICAL)	41,748.00	29,209.88	29,209.88	0.00	12,538.12	70
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	6,457.34	6,457.34	0.00	4,042.66	61
10-4200-0675 HEALTH REIMBURSEMENT ACC	7,500.00	4,500.00	4,500.00	0.00	3,000.00	60
10-4200-0700 LGERS RETIREMENT	72,478.00	64,999.90	64,999.90	0.00	7,478.10	90
10-4200-0800 401K SUPP RETIREMENT	17,869.00	14,514.60	14,514.60	0.00	3,354.40	81
10-4200-1000 ACCOUNTING & TAXES	60,000.00	60,272.35	60,272.35	0.00	-272.35	100
10-4200-1200 POSTAGE, PRINTING, STATIONARY	12,500.00	7,565.96	9,254.85	1,688.89	3,245.15	74
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	17,452.44	17,452.44	0.00	4,147.56	81
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	100.00	526.41	526.41	0.00	-426.41	526
10-4200-3300 SUPPLIES AND EQUIPMENT	15,000.00	10,096.91	10,331.24	234.33	4,668.76	69
10-4200-5300 DUES & FEES	12,000.00	5,854.44	5,854.44	0.00	6,145.56	49

REVENUE & EXPENDITURE STATEMENT
07/01/2024 To 03/31/2025

Town of Biltmore Forest
FY 2024-2025

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10-4200-5700 MISCELLANEOUS	5,000.00	324.60	324.60	0.00	4,675.40	6
10-4200-6000 CAPITAL OUTLAY	40,000.00	0.00	0.00	0.00	40,000.00	0
10-4200-6500 STAFF DEVELOPMENT	20,000.00	19,286.75	23,650.71	4,363.96	-3,650.71	118
10-4200-8200 DEBT SERVICE LEASES-PRINCIPAL	5,400.00	4,869.90	4,869.90	0.00	530.10	90
10-4200-8201 DEBT SERVICE LEASES-INTEREST	2,000.00	2,019.60	2,019.60	0.00	-19.60	101
4200 Administration Subtotal	\$743,420.00	\$589,706.76	\$595,993.94	\$6,287.18	\$147,426.06	80
Expenditure Subtotal	\$743,420.00	\$589,706.76	\$595,993.94	\$6,287.18	\$147,426.06	80
Before Transfers	Deficiency Of Revenue Subtotal	-\$743,420.00	-\$589,706.76	-\$589,706.76	-\$6,287.18	79
After Transfers	Deficiency Of Revenue Subtotal	-\$743,420.00	-\$589,706.76	-\$589,706.76	-\$6,287.18	79
4300						
Expenditure						
4300						
4300 Subtotal	\$0.00	\$0.00	\$317.22	\$317.22	-\$317.22	*100
Expenditure Subtotal	\$0.00	\$0.00	\$317.22	\$317.22	-\$317.22	*100
Before Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$0.00	\$0.00	-\$317.22	*0
After Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$0.00	\$0.00	-\$317.22	*0
4400						
Revenue						
40 Capital Project Fund						
4400						
40-4400-1200 FEMA GRANT REIMBURSEMENT	9,659,000.00	3,952,539.07	3,952,539.07	0.00	5,706,460.93	41
4400 Subtotal	\$9,659,000.00	\$3,952,539.07	\$3,952,539.07	\$0.00	\$5,706,460.93	41
40 Capital Project Fund Subtotal	\$9,659,000.00	\$3,952,539.07	\$3,952,539.07	\$0.00	\$5,706,460.93	41
Revenue Subtotal	\$9,659,000.00	\$3,952,539.07	\$3,952,539.07	\$0.00	\$5,706,460.93	41
After Transfers	Excess Of Revenue Subtotal	\$9,659,000.00	\$3,952,539.07	\$3,952,539.07	\$0.00	41
5100 Police Department						
Expenditure						
5100 Police Department						
10-5100-0200 SALARIES	1,100,444.00	1,040,922.87	1,040,922.87	0.00	59,521.13	95
10-5100-0300 OVERTIME	0.00	1,153.80	1,153.80	0.00	-1,153.80	*100
10-5100-0400 SEPARATION ALLOWANCE	16,445.00	0.00	0.00	0.00	16,445.00	0
10-5100-0500 FICA	84,184.00	78,264.86	78,264.86	0.00	5,919.14	93
10-5100-0600 HEALTH INSURANCE (MEDICAL)	141,944.00	119,605.71	119,605.71	0.00	22,338.29	84
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	18,431.38	18,431.38	0.00	17,268.62	52
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	19,500.00	19,500.00	0.00	6,000.00	76
10-5100-0700 LGERS RETIREMENT	239,016.00	216,573.91	216,573.91	0.00	22,442.09	91
10-5100-0800 401K SUPP RETIREMENT	55,022.00	48,217.40	48,217.40	0.00	6,804.60	88
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	2,062.33	2,945.83	883.50	7,054.17	29
10-5100-1600 MAINT/REPAIR - EQUIPMENT	5,000.00	2,947.34	10,240.65	7,293.31	-5,240.65	205

REVENUE & EXPENDITURE STATEMENT
07/01/2024 To 03/31/2025

Town of Biltmore Forest
FY 2024-2025

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10-5100-1700 MAINT/REPAIR - VEHICLES	25,000.00	23,753.36	25,184.50	1,431.14	-184.50	101
10-5100-3100 MOTOR FUELS	18,000.00	14,866.45	14,866.45	0.00	3,133.55	83
10-5100-3300 SUPPLIES	10,000.00	17,100.49	18,253.29	1,152.80	-8,253.29	183
10-5100-3600 UNIFORMS	15,000.00	15,813.43	17,421.57	1,608.14	-2,421.57	116
10-5100-3700 SOFTWARE	18,725.00	888.00	1,332.00	444.00	17,393.00	7
10-5100-3800 TECHNOLOGY	102,250.00	70,500.60	71,400.60	900.00	30,849.40	70
10-5100-4000 RENTALS	505.00	0.00	0.00	0.00	505.00	0
10-5100-5700 MISCELLANEOUS	10,000.00	19,335.58	19,349.58	14.00	-9,349.58	193
10-5100-5800 PHYSICAL EXAMS	2,500.00	1,550.00	1,550.00	0.00	950.00	62
10-5100-6500 STAFF DEVELOPMENT	10,000.00	11,223.83	11,681.91	458.08	-1,681.91	117
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	125,000.00	209,889.77	221,103.56	11,213.79	-96,103.56	177
10-5100-8200 DEBT SERVICE-LEASE	0.00	9,621.34	9,621.34	0.00	-9,621.34	*100
5100 Police Department Subtotal	\$2,050,235.00	\$1,942,222.45	\$1,967,621.21	\$25,398.76	\$82,613.79	96
Expenditure Subtotal	\$2,050,235.00	\$1,942,222.45	\$1,967,621.21	\$25,398.76	\$82,613.79	96
Before Transfers	Deficiency Of Revenue Subtotal	-\$2,050,235.00	-\$1,942,222.45	-\$1,942,222.45	-\$25,398.76	95
After Transfers	Deficiency Of Revenue Subtotal	-\$2,050,235.00	-\$1,942,222.45	-\$1,942,222.45	-\$25,398.76	95
5200 Fire Services						
Expenditure						
5200 Fire Services						
10-5200-0000 FIRE CONTRACT	425,000.00	318,750.00	318,750.00	0.00	106,250.00	75
5200 Fire Services Subtotal	\$425,000.00	\$318,750.00	\$318,750.00	\$0.00	\$106,250.00	75
Expenditure Subtotal	\$425,000.00	\$318,750.00	\$318,750.00	\$0.00	\$106,250.00	75
Before Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$318,750.00	-\$318,750.00	\$0.00	75
After Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$318,750.00	-\$318,750.00	\$0.00	75
5600 Public Works						
Expenditure						
5600 Public Works						
10-5600-0200 SALARIES	221,831.00	210,398.02	210,398.02	0.00	11,432.98	95
10-5600-0500 FICA	16,970.00	15,683.76	15,683.76	0.00	1,286.24	92
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	41,748.00	24,689.25	24,689.25	0.00	17,058.75	59
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	4,426.96	4,426.96	0.00	6,073.04	42
10-5600-0675 HRA HEALTH REIMB ACCT	7,500.00	3,937.50	3,937.50	0.00	3,562.50	53
10-5600-0700 LGERS RETIREMENT	48,182.00	42,863.07	42,863.07	0.00	5,318.93	89
10-5600-0800 401K SUPP RETIREMENT	11,092.00	9,066.33	9,066.33	0.00	2,025.67	82
10-5600-1300 STREETLIGHTS ELECTRIC	16,800.00	8,125.35	8,125.35	0.00	8,674.65	48
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	10,096.00	10,722.38	626.38	-722.38	107
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	15,000.00	27,163.95	27,163.95	0.00	-12,163.95	181
10-5600-1700 MAINT/REPAIR - VEHICLES	16,800.00	5,062.81	6,018.84	956.03	10,781.16	36
10-5600-3100 MOTOR FUELS	15,000.00	12,031.42	12,031.42	0.00	2,968.58	80

REVENUE & EXPENDITURE STATEMENT

Town of Biltmore Forest

07/01/2024 To 03/31/2025

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5600-3300 SUPPLIES	9,600.00	9,058.63	9,058.63	0.00	541.37	94
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	995.22	995.22	0.00	4.78	100
10-5600-3600 UNIFORMS	10,000.00	3,694.91	5,278.09	1,583.18	4,721.91	53
10-5600-3800 TECHNOLOGY	1,680.00	779.06	779.06	0.00	900.94	46
10-5600-5200 PARKS	75,000.00	14,640.61	25,950.99	11,310.38	49,049.01	35
10-5600-5202 GREENWOOD PARK STREAM RESTORA	60,000.00	0.00	0.00	0.00	60,000.00	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	905.44	905.44	0.00	4,094.56	18
10-5600-6000 CAPITAL OUTLAY	22,800.00	0.00	6,264.79	6,264.79	16,535.21	27
10-5600-6500 STAFF DEVELOPMENT	6,000.00	5,443.57	5,742.57	299.00	257.43	96
40-5600-7401 ARP CAPITAL PROJECTS	451,275.58	120,648.15	120,648.15	0.00	330,627.43	27
40-5600-7402 CATEGORY A- DEBRIS	7,904,000.00	5,852,846.16	5,852,846.16	0.00	2,051,153.84	74
40-5600-7403 CATEGORY B- EMERGENCY PROTECTIV	175,000.00	26,600.76	26,600.76	0.00	148,399.24	15
40-5600-7404 CATEGORY C- ROADS & BRIDGES	50,000.00	9,275.00	9,275.00	0.00	40,725.00	19
40-5600-7406 CATEGORY E- PUBLIC BUILDINGS & COI	20,000.00	0.00	0.00	0.00	20,000.00	0
40-5600-7407 CATEGORY F- PUBLIC UTILITIES	200,000.00	0.00	0.00	0.00	200,000.00	0
40-5600-7408 CATEGORY G- PARKS, RECREATION, & C	850,000.00	0.00	0.00	0.00	850,000.00	0
40-5600-7409 CATEGORY Z- ADMINISTRATIVE COST	460,000.00	0.00	0.00	0.00	460,000.00	0
5600 Public Works Subtotal	\$10,733,778.58	\$6,418,431.93	\$6,439,471.69	\$21,039.76	\$4,294,306.89	60
Expenditure Subtotal	\$10,733,778.58	\$6,418,431.93	\$6,439,471.69	\$21,039.76	\$4,294,306.89	60
Before Transfers	Deficiency Of Revenue Subtotal	-\$10,733,778.58	-\$6,418,431.93	-\$6,418,431.93	-\$21,039.76	60
After Transfers	Deficiency Of Revenue Subtotal	-\$10,733,778.58	-\$6,418,431.93	-\$6,418,431.93	-\$21,039.76	60
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	15,659.86	15,659.86	0.00	-14,659.86	1,566
10-5700-2200 CONTRACTS- PAVING & STRIPING	75,000.00	79,433.47	79,433.47	0.00	-4,433.47	106
10-5700-2300 SUPPLIES	9,600.00	10,195.16	13,031.85	2,836.69	-3,431.85	136
10-5700-2400 TRAFFIC SIGNS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5700-2500 STORM WATER DRAINAGE	1,100,000.00	989,701.51	989,701.51	0.00	110,298.49	90
10-5700-6500 STAFF DEVELOPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0
10-5700-7400 CAPITAL EQUIPMENT PURCHASES	25,000.00	0.00	0.00	0.00	25,000.00	0
10-5700-7500 ENGINEERING	120,000.00	82,645.93	82,645.93	0.00	37,354.07	69
10-5700-8200 DEBT SERVICE LEASES-PRINCIPAL	7,700.00	7,541.83	7,541.83	0.00	158.17	98
10-5700-8201 DEBT SERVICE LEASES-INTEREST	3,000.00	3,141.72	3,141.72	0.00	-141.72	105
5700 Streets & Transportation Subtotal	\$1,349,800.00	\$1,188,319.48	\$1,191,156.17	\$2,836.69	\$158,643.83	88
Expenditure Subtotal	\$1,349,800.00	\$1,188,319.48	\$1,191,156.17	\$2,836.69	\$158,643.83	88
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,349,800.00	-\$1,188,319.48	-\$1,188,319.48	-\$2,836.69	88

REVENUE & EXPENDITURE STATEMENT

07/01/2024 To 03/31/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used	
After Transfers	Deficiency Of Revenue Subtotal	-\$1,349,800.00	-\$1,188,319.48	-\$1,188,319.48	-\$2,836.69	88	
5800 Sanitation & Recycling							
Expenditure							
5800 Sanitation & Recycling							
10-5800-0200 SALARIES	142,326.00	142,825.48	142,825.48	0.00	-499.48	100	
10-5800-0500 FICA	10,888.00	10,844.60	10,844.60	0.00	43.40	100	
10-5800-0600 HEALTH INSURANCE (MEDICAL)	25,012.00	19,849.95	19,849.95	0.00	5,162.05	79	
10-5800-0650 DENTAL, VISION, LIFE INSURANCE	6,300.00	3,039.88	3,039.88	0.00	3,260.12	48	
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	3,375.00	3,375.00	0.00	1,125.00	75	
10-5800-0700 LGERS RETIREMENT	48,182.00	28,122.89	28,122.89	0.00	20,059.11	58	
10-5800-0800 401K SUPP RETIREMENT	11,092.00	6,572.59	6,572.59	0.00	4,519.41	59	
10-5800-1500 GENERAL REPAIRS & MAINTENANCE	100.00	100.00	100.00	0.00	0.00	100	
10-5800-1700 MAINT/REPAIRS - VEHICLES	86,400.00	22,508.09	22,772.23	264.14	63,627.77	26	
10-5800-3100 MOTOR FUELS	24,000.00	14,049.48	14,049.48	0.00	9,950.52	59	
10-5800-3300 SUPPLIES	1,000.00	1,845.89	1,845.89	0.00	-845.89	185	
10-5800-3800 TECHNOLOGY	1,000.00	1,662.05	1,662.05	0.00	-662.05	166	
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	27,000.00	13,925.54	13,925.54	0.00	13,074.46	52	
10-5800-8100 RECYCLING	8,000.00	4,031.49	4,031.49	0.00	3,968.51	50	
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	43,200.00	4,900.00	4,900.00	0.00	38,300.00	11	
10-5800-8300 DUMPSTER FEES	24,000.00	19,812.95	19,812.95	0.00	4,187.05	83	
	5800 Sanitation & Recycling Subtotal	\$613,000.00	\$297,465.88	\$297,730.02	\$264.14	\$315,269.98	49
	Expenditure Subtotal	\$613,000.00	\$297,465.88	\$297,730.02	\$264.14	\$315,269.98	49
Before Transfers	Deficiency Of Revenue Subtotal	-\$613,000.00	-\$297,465.88	-\$297,465.88	-\$264.14	49	
After Transfers	Deficiency Of Revenue Subtotal	-\$613,000.00	-\$297,465.88	-\$297,465.88	-\$264.14	49	
6600 General Government							
Expenditure							
6600 General Government							
10-6600-0400 OUTSIDE PROFESSIONAL SERVICES	50,000.00	2,425.00	2,425.00	0.00	47,575.00	5	
10-6600-0401 LEGAL SERVICES	24,000.00	26,428.50	26,428.50	0.00	-2,428.50	110	
10-6600-1100 TECHNOLOGY	125,000.00	106,388.06	112,247.95	5,859.89	12,752.05	90	
10-6600-1300 MUNICIPAL UTILITIES	24,000.00	19,687.13	19,687.13	0.00	4,312.87	82	
10-6600-1500 GE. REPS. AND MAINT.	40,000.00	23,227.65	23,227.65	0.00	16,772.35	58	
10-6600-2800 ELECTIONS	1,000.00	0.00	0.00	0.00	1,000.00	0	
10-6600-5400 INSURANCE	120,000.00	124,398.10	124,398.10	0.00	-4,398.10	104	
10-6600-6000 CONTINGENCY	260,708.00	0.00	0.00	0.00	260,708.00	0	
10-6600-6100 MISCELLANEOUS	5,000.00	2,595.14	2,595.14	0.00	2,404.86	52	
10-6600-6201 CORPORATE WELLNESS	12,000.00	1,097.42	1,097.42	0.00	10,902.58	9	
10-6600-6300 COMMUNITY EVENTS	50,000.00	15,905.87	18,990.47	3,084.60	31,009.53	38	

REVENUE & EXPENDITURE STATEMENT
07/01/2024 To 03/31/2025

Town of Biltmore Forest
FY 2024-2025

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Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	670.00	670.00	0.00	4,330.00	13
10-6600-6500 FOREST MANAGEMENT	60,000.00	138,054.00	138,054.00	0.00	-78,054.00	230
6600 General Government Subtotal	\$776,708.00	\$460,876.87	\$469,821.36	\$8,944.49	\$306,886.64	60
Expenditure Subtotal	\$776,708.00	\$460,876.87	\$469,821.36	\$8,944.49	\$306,886.64	60
Before Transfers	Deficiency Of Revenue Subtotal	-\$776,708.00	-\$460,876.87	-\$460,876.87	-\$8,944.49	59
After Transfers	Deficiency Of Revenue Subtotal	-\$776,708.00	-\$460,876.87	-\$460,876.87	-\$8,944.49	59
6700 Debt Service						
Expenditure						
6700 Debt Service						
10-6700-0500 Public Works Building-Principal	84,211.00	42,105.26	42,105.26	0.00	42,105.74	50
10-6700-0600 NCDEQ LOAN STRM REST	14,600.00	0.00	0.00	0.00	14,600.00	0
10-6700-1500 Public Works Building-Interest	12,025.00	6,366.31	6,366.31	0.00	5,658.69	53
6700 Debt Service Subtotal	\$110,836.00	\$48,471.57	\$48,471.57	\$0.00	\$62,364.43	44
Expenditure Subtotal	\$110,836.00	\$48,471.57	\$48,471.57	\$0.00	\$62,364.43	44
Before Transfers	Deficiency Of Revenue Subtotal	-\$110,836.00	-\$48,471.57	-\$48,471.57	\$0.00	44
After Transfers	Deficiency Of Revenue Subtotal	-\$110,836.00	-\$48,471.57	-\$48,471.57	\$0.00	44
8100 Water Dept.						
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	199,205.00	134,876.25	134,876.25	0.00	64,328.75	68
30-8100-0400 PROFESSIONAL SERVICES	20,000.00	20,630.26	21,790.30	1,160.04	-1,790.30	109
30-8100-0500 FICA	15,239.00	10,096.70	10,096.70	0.00	5,142.30	66
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	17,594.28	17,594.28	0.00	-17,594.28	*100
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	3,348.78	3,348.78	0.00	-3,348.78	*100
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	2,812.50	2,812.50	0.00	-2,812.50	*100
30-8100-0700 LGERS RETIREMENT	40,399.00	27,732.17	27,732.17	0.00	12,666.83	69
30-8100-0800 401K SUPP RETIREMENT	9,960.00	8,052.01	8,052.01	0.00	1,907.99	81
30-8100-1200 POSTAGE, PRINTING, & STATIONARY	2,000.00	0.00	0.00	0.00	2,000.00	0
30-8100-1500 GENERAL REPAIRS	15,000.00	0.00	0.00	0.00	15,000.00	0
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	30,227.91	30,227.91	0.00	-15,227.91	202
30-8100-4800 WATER PURCHASES	215,545.00	118,459.44	118,459.44	0.00	97,085.56	55
30-8100-4900 SEWER PURCHASES	422,240.00	326,334.13	326,334.13	0.00	95,905.87	77
30-8100-5000 AMI TRANSMITTER FEES	8,867.00	6,069.83	6,069.83	0.00	2,797.17	68
30-8100-5700 MISCELLANEOUS	0.00	184.78	184.78	0.00	-184.78	*100
30-8100-6500 STAFF DEVELOPMENT	2,500.00	650.00	650.00	0.00	1,850.00	26
30-8100-7400 CAPITAL IMPROVEMENT	128,552.00	0.00	0.00	0.00	128,552.00	0
8100 Water Dept. Subtotal	\$1,094,507.00	\$707,069.04	\$708,229.08	\$1,160.04	\$386,277.92	65
Expenditure Subtotal	\$1,094,507.00	\$707,069.04	\$708,229.08	\$1,160.04	\$386,277.92	65

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Before Transfers	Deficiency Of Revenue Subtotal	-\$1,094,507.00	-\$707,069.04	-\$707,069.04	-\$1,160.04		65
After Transfers	Deficiency Of Revenue Subtotal	-\$1,094,507.00	-\$707,069.04	-\$707,069.04	-\$1,160.04		65

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
APRIL 8, 2025



AGENDA ITEM G-1

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

Background

As discussed last month, emergency loan funding is available municipalities and counties affected by Hurricane Helene. This is pursuant to Senate Bill 382 / SL 2024-57 (<https://www.ncleg.gov/BillLookup/2023/S382>) legislation with an amount designed to cover eleven (11) percent of the total estimated reimbursement needs for each local government as of February 14.

The Town has moved significant funds from the NC Capital Management Trust (NCCCMT) throughout the duration of the Hurricane Helene response and recovery. Since October 2024, we have utilized \$3,000,000 in “fund balance” to offset the initial and recurring costs of storm debris removal. The expedited FEMA disbursement of just under \$4 million, received in early November, helped offset these costs and restored much of this funding to the Town’s coffers. Subsequently, the Town has received just over \$125,000 from FEMA for reimbursement for various recovery needs.

The Town’s second disbursement for debris removal was embargoed at the federal level after final obligation occurred on February 14, 2025. The Town was only notified of this embargo on Thursday, March 27 after weeks of anticipating the funds. Staff communicated these concerns to Rep. Chuck Edwards office as noted below (edited for brevity):

The Town of Biltmore Forest is awaiting a further approved obligation of \$2,022,931.69 from FEMA for our right of way debris removal project. The Town previously was awarded an expedited amount of \$3,952,539.07 in early November and we have currently expended \$5,852,846.16. As you can see, we have expended \$1,900,007.09 above our expedited reimbursement. The obligated funding that we are awaiting will provide necessary resources for the Town to continue our operational services for our citizens as well as ensure our dedicated public servants are paid.

Our FEMA PDMG has performed tremendous work on our behalf. At this point, all requests for information and all necessary documentation for our reimbursement (the \$2 million) has been delivered to all requesting parties. We have been told for several weeks that

the money had moved through appropriate channels but as of yesterday, we were informed it was at the OMB level and there was no timeline on this funding disbursement.

Needless to say, we request this money be distributed as soon as possible as all requirements - federal and state - have been met. Please let me know if you need any additional information regarding this request and feel free to contact me at any time. I have attached an Excel file showing the full timeline and approval process that shows these funds were obligated on February 14 and Final FEMA review occurred on March 19.

Representative Edwards office has worked on behalf of the Town and, as of this writing, it appears the embargo was lifted and funds distributed to the Town shortly.

Recommendation

Even if the expected funds are received early next week, it still seems prudent for the Town to accept the loan offer from the NC State Treasurer's Office. The loan amount of \$1,028,098.10 will provide additional flexibility and provide a buffer as we await further reimbursements from the federal government. Resolution approval is recommended.

Attachment

1. Agreement with State of North Carolina Department of State Treasurer
2. Resolution 2025-05 (shown as Attachment "A")

Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT
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 1
Loan Number: Helene50036R1000000000
Loan Date: _____
Loan Round Amount: \$1,028,198.10

REPAYMENT TERMS:

- \$1 by the first anniversary of the Loan Date
- 10% of the Loan Round Amount on June 30, 2027
- 20% of the Loan Round Amount on June 30, 2028
- 30% of the Loan Round Amount June 30, 2029
- 40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the 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 **\$1,028,198.10** 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 shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.
- e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- f. 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 **\$1,028,198.10**.
- g. As provided in the Authorizing Act:
 - (i) 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: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.
 - (ii) 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.
 - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. 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
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 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 Loan Round 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 loan amount in full prior to the fifth anniversary of the Loan Date.

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

Jeffrey A. Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

RESOLUTION TO APPROVE 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 the Loan Program are required to execute a 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 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: _____

Loan Number: **Helene50036R1000000000**
Loan Amount: **\$1,028,198.10**

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 Loan Amount: **\$1,028,198.10** The promissory note is made in accordance with the related Loan Agreement, dated as 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 the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount on June 30, 2029**
- **40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the 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



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. and 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: \$1,028,198.10	Contract/Reference #: Helene50036R100000000
Date Wire Processed:	

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

**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
APRIL 8, 2025**



AGENDA ITEM G-2

**CONSIDERATION OF RESOLUTION 2025-06
A RESOLUTION OPPOSING SENATE BILL 291**

Background

Senate Bill 291 was introduced in the North Carolina Senate on March 13. This bill eliminates municipal authority relative to short-term rentals. The Board of Commissioners has previously been staunchly opposed to any repeal or elimination of municipal authority, particularly related to land use.

Existing Town Regulations

The Town's existing regulations regarding short-term rentals are found within the Zoning Ordinance. These ordinances were enacted in 2015 after discussion related to short-term rentals and concern from many residents that these allowances would reduce the tight-knit neighborhood feel within the Town. As such, the adopted ordinance stated that rentals are only allowed for a minimum of ninety (90) days and not to exceed more than two rentals per year. Homestays are not allowed within any zoning district. Ordinance language is included below:

Section 153.004 – Definitions

HOME STAY. Rental of a part of a dwelling unit or accessory structure for consideration, including in kind compensation, to a transient person or persons for a period of less than 90 days. Advertising and renting a room or rooms in a dwelling unit of accessory structure on Airbnb or similar internet web sites would be an example of a **HOME STAY**. **HOME STAYS** are not allowed in any zoning district in Biltmore Forest

SHORT TERM RENTAL. Rental of a dwelling unit or accessory structure for consideration, including in kind compensation, for a period of less than 90 days. **SHORT TERM RENTALS** are not allowed in any zoning district in Biltmore Forest.

Section 153.005 – Establishment of Zoning Districts and Map

(E) *Statement of district intents.*

- (1) *R-1 Residential District.*

(a) The R-1 Residential District encompasses most of the town's developed residential areas and contains residential structures of historical and architectural significance in a most unique residential environment. The intent of the R-1 District is to preserve and enhance the character of existing neighborhoods and generally to provide a pleasant living environment. These neighborhoods consist of single-family owner occupied detached dwelling units placed on relatively large lots with considerable open spaces between structures, thus creating a low-density residential environment.

(b) Nonresidential uses, including home occupations, have been limited in this District as a means of maintaining the character of these neighborhoods. Likewise, dimensional requirements pertaining to lot size, building setbacks, yard requirements, and height limitations have been established to promote the general welfare and preservation of the community.

(c) Future construction and alteration of existing structures should be oriented at maintaining and enhancing the existing character of the residential neighborhoods. Therefore, structures should be compatible in materials, height, siting, color, texture, scale, and proportion to the other structures in the neighborhood. The R-1 District also contains undeveloped areas to provide locations for future single-family subdivisions.

(d) Consistent with, and to protect the existing character of the neighborhoods in this District, home stays and short term rentals are not allowed.¹

Recommendation

Adoption of Resolution 2025-06 – Resolution Opposing Senate Bill 291

Attachments

1. Resolution 2025-06
2. Copy of Senate Bill 291

¹ This language is included within each residential zoning district (R-1 through R-5) but for brevity purposes only the language from the R-1 district is being provided.

ADOPTED this 8th day of April, 2025.

George F. Goosmann, III
Mayor

ATTEST:

Laura M. Jacobs
Town Clerk

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025

FILED SENATE
Mar 13, 2025
S.B. 291
PRINCIPAL CLERK

S

D

SENATE BILL DRS45159-LM-11

Short Title: Regulation of Short-Term Rentals. (Public)

Sponsors: Senators Moffitt, McInnis, and Hanig (Primary Sponsors).

Referred to:

1 A BILL TO BE ENTITLED
2 AN ACT TO LIMIT THE REGULATION OF SHORT-TERM RENTALS BY CITIES TO
3 PROTECT PRIVATE PROPERTY RIGHTS AND TO ESTABLISH GUIDELINES FOR
4 REGULATING SHORT-TERM RENTALS.

5 Whereas, Section 1 of Article I of the North Carolina Constitution provides that "all
6 persons are created equal; that they are endowed by their Creator with certain inalienable rights;
7 that among these are life, liberty, the enjoyment of the fruits of their own labor, and the pursuit
8 of happiness."; and

9 Whereas, Section 19 of Article I of the North Carolina Constitution provides that
10 "[n]o person shall be taken, imprisoned, or disseized of his freehold, liberties, or privileges, or
11 outlawed, or exiled, or in any manner deprived of his life, liberty, or property, but by the law of
12 the land."; and

13 Whereas, Section 1 of Article VII of the North Carolina Constitution provides that
14 the General Assembly "shall provide for the organization and government and the fixing of
15 boundaries of counties, cities and towns, and other governmental subdivisions, and, except as
16 otherwise prohibited by this Constitution, may give such powers and duties to counties, cities
17 and towns, and other governmental subdivisions as it may deem advisable."; and

18 Whereas, North Carolina has 532 cities; and

19 Whereas, short-term rentals are vital to the tourism and marketability of the State; and

20 Whereas, short-term rentals provide housing options for transitory workers, including
21 nurses, tradespeople, and executives; and

22 Whereas, cities often frustrate tourism and infringe on property owners' private
23 property rights by adopting ordinances that inhibit property owners' right to use their property as
24 they see fit; and

25 Whereas, it is in the best interest of the State to establish uniform guidelines for
26 short-term rentals; Now, therefore,

27 The General Assembly of North Carolina enacts:

28 **SECTION 1.** Article 21 of Chapter 160A of the General Statutes is amended by
29 adding a new section to read:

30 "**§ 160A-499.11. Regulation of short-term rentals.**

31 (a) No city may adopt or enforce an ordinance, rule, or regulation that does any of the
32 following:

33 (1) Prohibits the use of residential property as a short-term rental.

34 (2) Prohibits the use of accessory dwelling units as short-term rentals.

35 (3) Limits the number of nights a property can be rented as a short-term rental.



- 1 (4) Requires the owner of the short-term rental to occupy the property for any
2 period of time during a rental to an occupant.
3 (5) Classifies short-term rentals as a commercial use.
4 (6) Limits the operation of a short-term rental marketplace.
5 (b) A city may adopt an ordinance, rule, or regulation that regulates short-term rentals
6 by:
7 (1) Requiring a lodging operator to obtain a permit to operate a short-term rental
8 within the city's corporate limits. The city may revoke the permit if the
9 short-term rental incurs five health and safety violations within a 12-month
10 rolling period; provided, however, the city shall, prior to revoking the permit,
11 give the lodging operator an opportunity to contest the alleged violations and,
12 if found to exist, an opportunity to remedy the violations. The city may charge
13 a one-time fee of not more than twenty-five dollars (\$25.00) for each permit
14 issued and may charge an additional fee of not more than twenty-five dollars
15 (\$25.00) to reinstate a permit that has expired or been revoked.
16 (2) As part of the permitting process authorized under subdivision (1) of this
17 subsection, limiting the number of occupants allowed to stay in a short-term
18 rental to two adults per bedroom.
19 (3) As part of the permitting process authorized under subdivision (1) of this
20 subsection, requiring the lodging operator, or his or her authorized agent, to
21 provide a parking plan indicating designated parking to accommodate one
22 space per bedroom. The violation of a parking restriction is not a health and
23 safety violation under subdivision (1) of this subsection.
24 (4) Restricting the location of short-term rentals to areas of the city that have been
25 zoned for residential use, and requiring that the property remains in
26 compliance with all applicable residential zoning requirements.
27 (5) Requiring that short-term rentals comply with all applicable city ordinances
28 and codes, including building codes and housing codes.
29 (6) Requiring that all contracts for short-term rentals include a copy of any city
30 ordinances that regulate noise, waste removal, and parking or, in the
31 alternative, that the lodging operator conspicuously post in the rental a written
32 summary of city ordinances that regulate noise, waste removal, and parking.
33 (7) Prohibiting the use of short-term rentals for any purpose other than that which
34 is allowed in hotels, motels, and inns without the property owner's prior
35 approval, which shall be evidenced by a written agreement between the
36 lodging operator and the occupant.
37 (8) Requiring a lodging operator or authorized agent of a lodging operator be
38 within a 50-mile radius of a short-term rental during the time that an occupant
39 is staying in a short-term rental.
40 (c) Unless the context indicates otherwise, the following definitions shall apply in this
41 section:
42 (1) Lodging operator. – A person who rents a short-term rental to an occupant
43 using a short-term rental marketplace.
44 (2) Short-term rental. – All of the following that are offered to the public for a fee
45 and for a period of 90 days or less: (i) an individually or collectively owned
46 single-family house or dwelling unit, (ii) a unit in a condominium, timeshare,
47 townhome, or accessory dwelling unit, and (iii) an owner-occupied residential
48 home. The term does not include any of the following:
49 a. A collective group of units in a complex of condominiums owned by
50 a single owner, corporation, or related owner that is non-owner
51 occupied and is used in a similar manner as a hotel, motel, or an

- 1 extended stay inn if the complex of condominiums is not required to
- 2 adhere to the same building standards and regulations as hotels,
- 3 motels, and extended stay inns.
- 4 b. A unit that is used for a retail business or as a restaurant, banquet space,
- 5 event center, or a similar purpose.
- 6 (3) Short-term rental marketplace. – A platform through which a lodging
- 7 operator, or the lodging operator's authorized agent, offers a short-term rental
- 8 to an occupant."

9 **SECTION 2.** This act is effective when it becomes law.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
APRIL 8, 2025



AGENDA ITEM G-3

DELINEATORS WITHIN PUBLIC RIGHT OF WAY
DISCUSSION

Background

Most of the Town’s right of way debris removal work is complete. Residents are working dutifully to clean up their properties and repair yards and property. Many individuals are sewing grass within the Town right away (adjacent to the public road) and it is wonderful seeing individuals with such care and diligence to begin restoring the beauty of Biltmore Forest.

The Town has a minimum of 5 feet from the edge of pavement as its right of way. Some streets, such as Vanderbilt, Stuyvesant, the entire Cedar Hill subdivision, have rights of way that are 10 feet off the edge of pavement. The Town has a duty to maintain its streets and rights of way to keep them free from obstruction. This is laid out within the North Carolina General Statutes, a copy of which is attached. This duty provides the basis for the Town’s prohibition against rocks, boulders, walls, or other permanent features within the right of way.

However, delineators – if used temporarily – are a different issue particularly after Hurricane Helene’s destruction. Residents are using these delineators to establish grass within the rights of way and placing these delineators on the road shoulder to keep vehicles from parking on their grass and/or driving on their grass. An additional attachment shows photos from locations around the Town where various means are being used to keep people off road shoulders.

Page 1 – Plastic traffic cones

Page 2 - Small flags connected by caution tape and/or rope blocking the replanted area

Page 3 – Thin fiberglass delineators with caps – approximately 48” tall

Page 4 – “Lollipop” reflectors – typically shorter/lower to the ground – usually placed a few feet apart across road frontage

Page 5 – Wooden stakes with caution tape (note, this is Town property and town installation)

Page 6 – Wooden stakes placed a few feet apart across the road frontage

Page 7 – Metal posts – usually something like signage posts (these posts we automatically ask people to remove)

Consideration

The metal posts, as shown on page 7, do present hazards within the Town right of way and staff recommends not allowing these types of materials. Other materials do not have the same physical impact as metal and may bend if contacted. While the Town does not want to allow the rights of way to be infringed upon permanently, the question is whether the Town may allow these while people are establishing grass on a temporary basis. Examples will be available for review at the Town Board meeting on Tuesday.















Article 15.

Streets, Traffic and Parking.

§ 160A-296. Establishment and control of streets; center and edge lines.

(a) A city shall have general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits except to the extent that authority and control over certain streets and bridges is vested in the Board of Transportation. General authority and control includes but is not limited to all of the following:

- (1) The duty to keep the public streets, sidewalks, alleys, and bridges in proper repair.
- (2) The duty to keep the public streets, sidewalks, alleys, and bridges open for travel and free from unnecessary obstructions.
- (3) The power to open new streets and alleys, and to widen, extend, pave, clean, and otherwise improve existing streets, sidewalks, alleys, and bridges, and to acquire the necessary land therefor by dedication and acceptance, purchase, or eminent domain.
- (4) The power to close any street or alley either permanently or temporarily.
- (5) The power to regulate the use of the public streets, sidewalks, alleys, and bridges.
- (6) The power to regulate, license, and prohibit digging in the streets, sidewalks, or alleys, or placing therein or thereon any pipes, poles, wires, fixtures, or appliances of any kind either on, above, or below the surface. To the extent a municipality is authorized under applicable law to impose a fee or charge with respect to activities conducted in its rights-of-way, the fee or charge must apply uniformly and on a competitively neutral and nondiscriminatory basis to all comparable activities by similarly situated users of the rights-of-way.
- (7) The power to provide for lighting the streets, alleys, and bridges of the city.
- (8) The power to grant easements in street rights-of-way as permitted by G.S. 160A-273.

(a1) A city with a population of 250,000 or over according to the most recent decennial federal census may also exercise the power granted by subdivision (a)(3) of this section within its extraterritorial planning jurisdiction. Before a city makes improvements under this subsection, it shall enter into a memorandum of understanding with the Department of Transportation to provide for maintenance.

(b) Repealed by Session Laws 1991, c. 530, s. 6, effective January 1, 1992. (1917, c. 136, subch. 5, s. 1; subch. 10, s. 1; 1919, cc. 136, 237; C.S., ss. 2787, 2793; 1925, c. 200; 1963, c. 986; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1979, c. 598; 1991, c. 530, s. 6; 2001-261, s. 1; 2006-151, s. 14.)

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

APRIL 8, 2025



AGENDA ITEM G-4

TOWN HALL FACILITY UPGRADES DISCUSSION

Background

The Town began significant audio-visual infrastructure improvements within the Social Room following the Covid-19 pandemic. Most meetings moved into this room as it provided significant opportunity for spreading out and allowed more audience space and participation. During this time, the Town used American Recovery Program (ARP) funds for the installation of microphones, audio/visual systems, and large displays. The Town has installed carpets to help reduce acoustic issues and is continuing to make improvements.

Previously Discussed Improvements

Additional improvements were discussed in 2020 (prior to Covid-19) regarding the board tables, staff tables, chairs and other furniture within the Social Room. A plan was initially developed but this was tabled by the pandemic. At the same time, the Town dropped plans for changes within the administrative offices. Even prior to the addition of a Customer Service Representative, the Town's administrative offices were strained and excessively cluttered. There was simply not enough room. After Hurricane Helene, the Town Manager moved into the old Board room and that allowed increased space and room within the Administrative offices. This has been helped by significant reorganization of files and other documents.

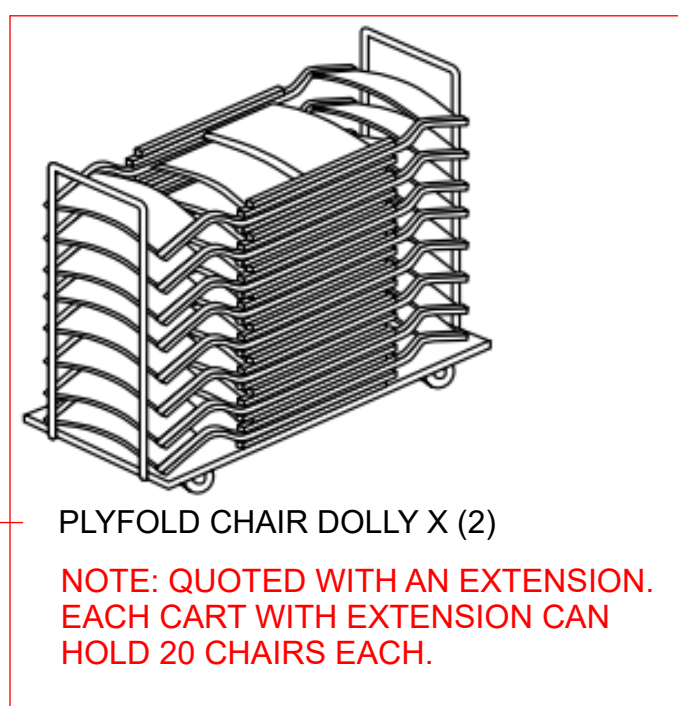
Consideration

The Town has worked with Young Office to develop options for the Board Room (now less dramatic than before), the administrative offices, and the Social Room. Mock-ups for each of these spaces is included for the Board's review. Pricing is being finalized but it is appropriate for the Board to review the concept and see if this is in line with improvements that were requested. Please note, the Social Room "Board table" is now shown as a modified horseshoe which should provide enough room for all town boards *and* allow for visual eye contact during discussions between board members. Please review and provide staff feedback with next steps.

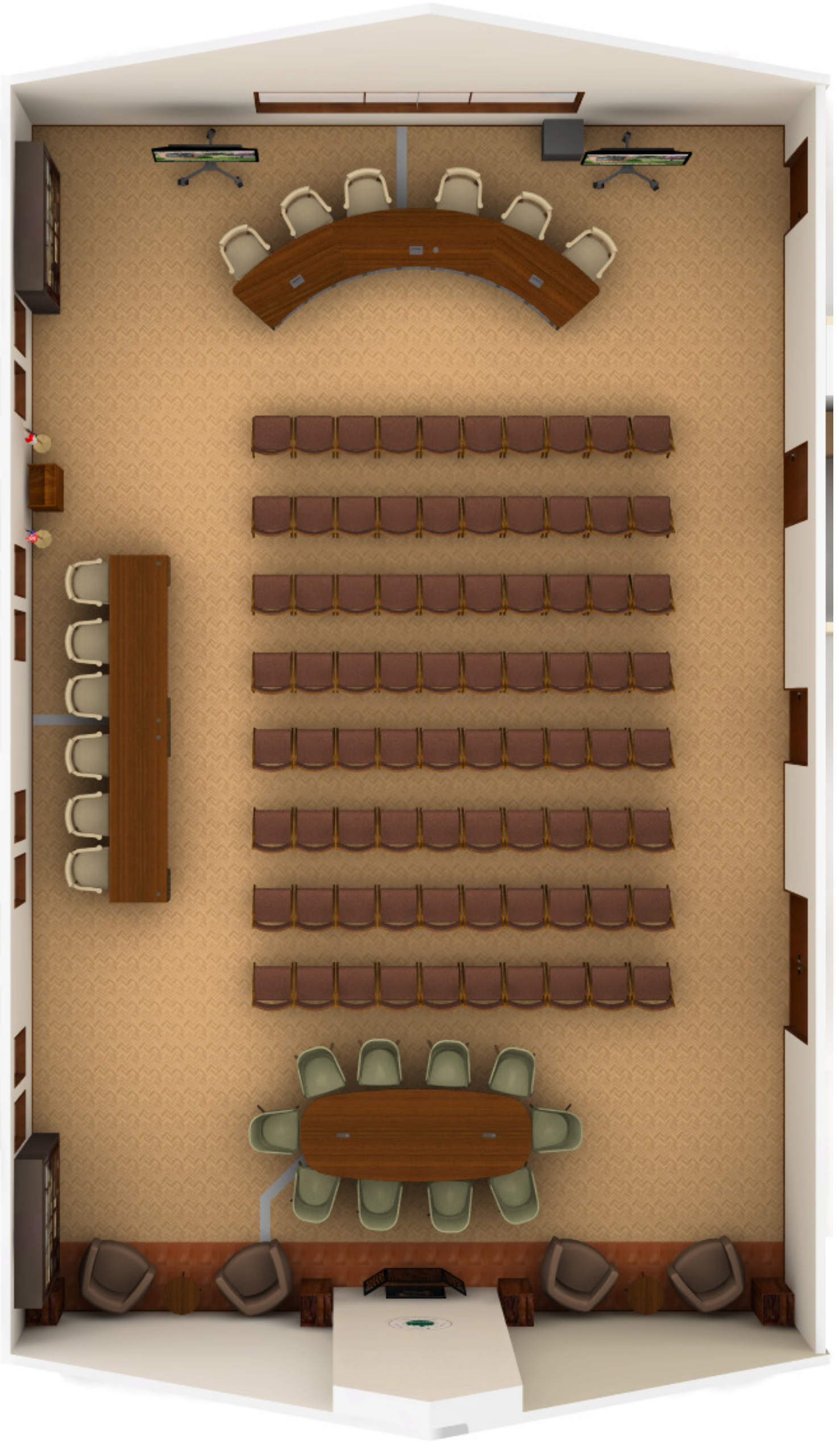
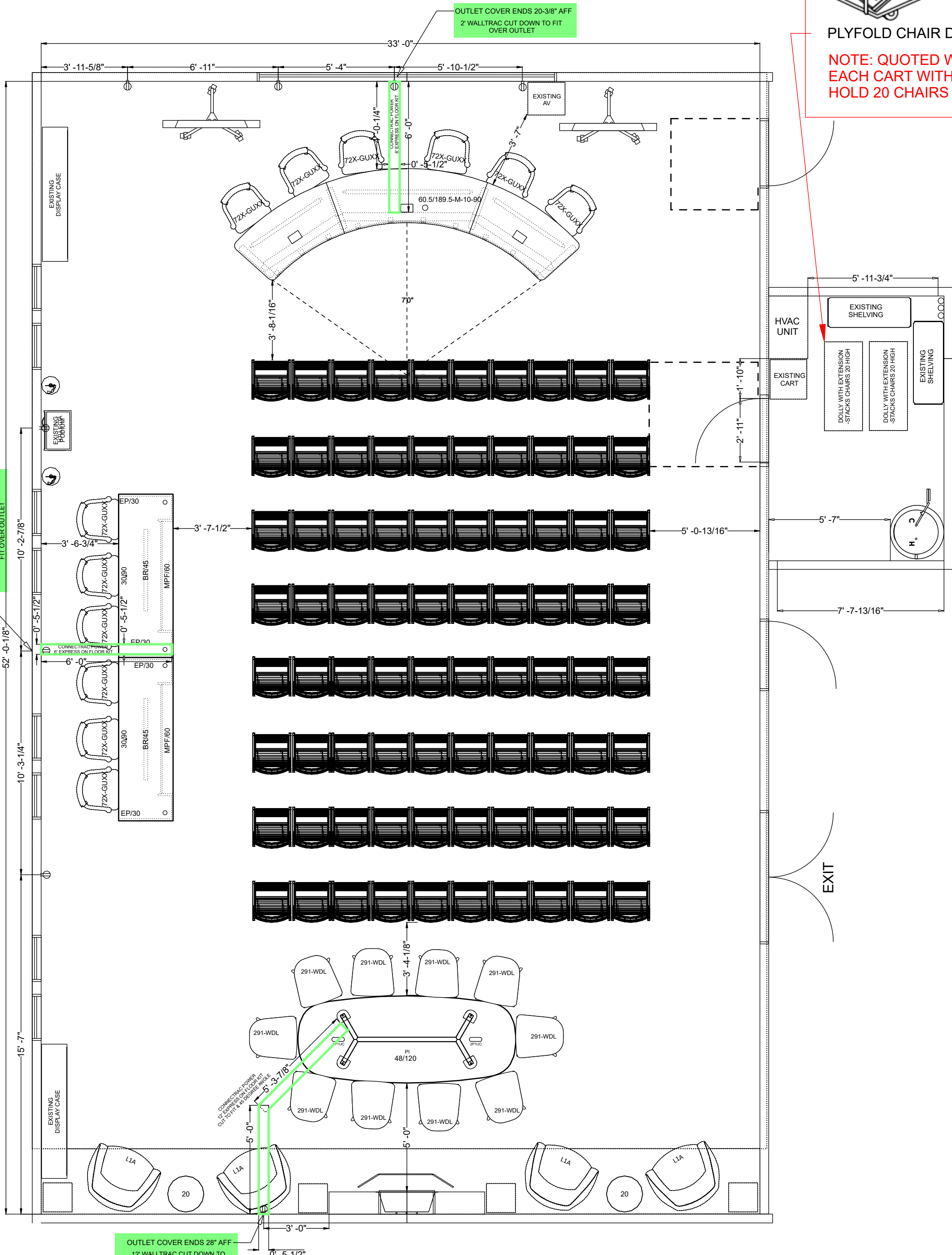
Attachments

1. Administrative Office Reconfiguration
2. Social room redesign

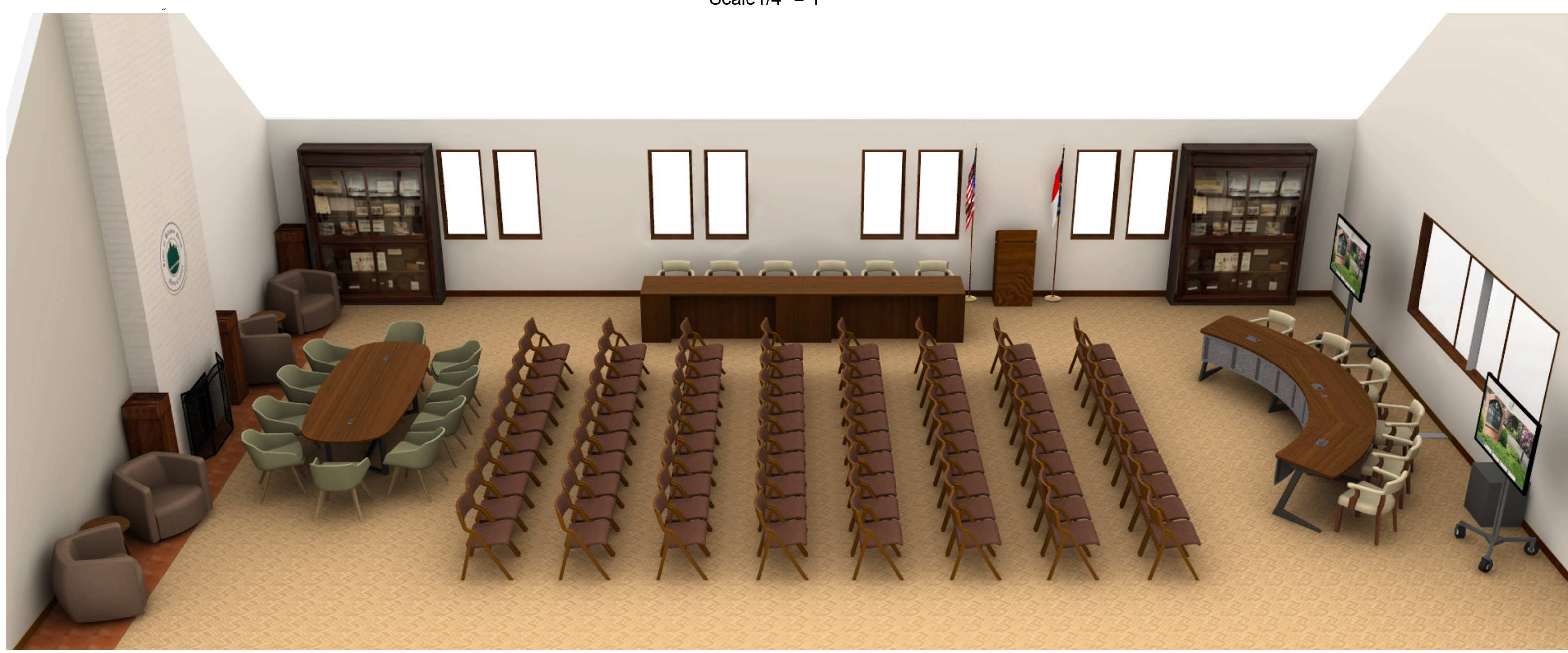
BOARD ROOM \ SOCIAL ROOM



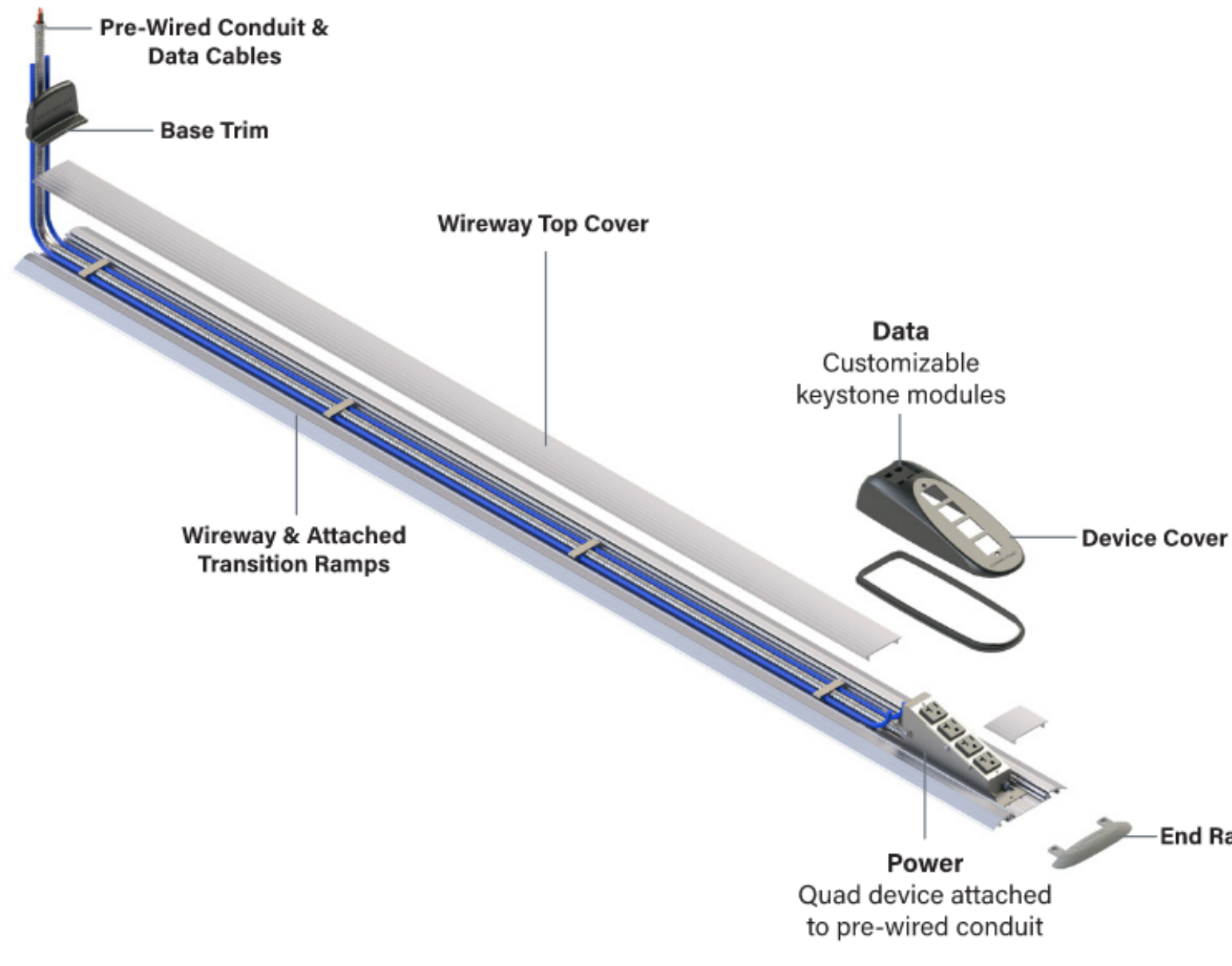
PLYFOLD CHAIR DOLLY X (2)
NOTE: QUOTED WITH AN EXTENSION. EACH CART WITH EXTENSION CAN HOLD 20 CHAIRS EACH.



Scale 1/4" = 1'

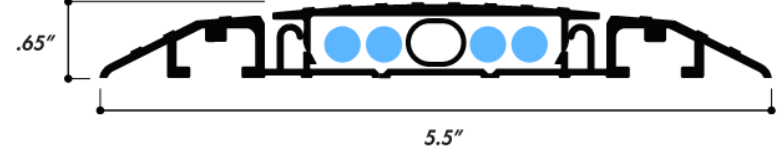


CONNECTRAC ON FLOOR POWER SOLUTIONS



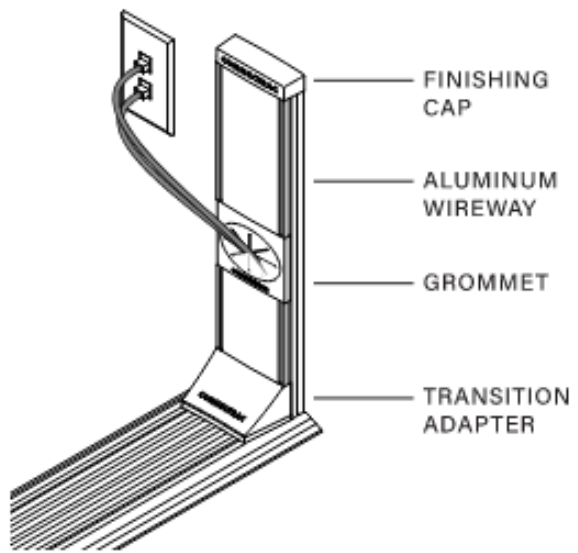
TECHNICAL INFO

WIREWAY CAPACITY
Alongside the shielded flexible power conduit, the Wireway can accommodate up to 4 low-voltage Cat-6 cables (data, telecom, AV).



WIREWAY DIMENSIONS
Outside Dimensions: 2.7" x .65"
Inside Dimensions: 2" x .4"

WEIGHT CAPACITY
Connectrac systems are designed to withstand loads up to 1000 pounds.



IMPORTANT ON FLOOR POWER NOTES:
ON-FLOOR POWER KIT NEEDS TO BE INSTALLED AND SECURED TO THE FLOOR USING CONCRETE SCREWS. THIS WILL DAMAGE THE FLOOR IT IS BEING SECURED TO.
THE TOWN OF BILTMORE FOREST IS RESPONSIBLE FOR HARDWIRING THE POWER CONNECTION OF THE (3) ON FLOOR POWER TRACS TO YOUR BUILDING. WE HAVE PLACED AT EXISTING OUTLET LOCATIONS.



- Features & Benefits**
- Pre-Wired Power**
A powered Quad Receptacle is attached to a flexible steel conduit that is pre-wired for simple and quick installation.
 - Versatile Data**
Data accommodates up to 4 Cat-6 data cables and holds up to 4 customizable keystone modules.
 - Low-Profile Transition Ramps**
Ramps seamlessly transition the wireway to the floor.
 - Non-Disruptive Installation**
Easy to install and can be cut to size in the field, which allows more work during regular business hours.
 - Multiple Entrance Fitting Options.**
Draw power from either the standard, in-wall entrance fitting, or draw power from Wiremold® Perimeter Raceways, using Raceway-to-Connectrac Transitions.



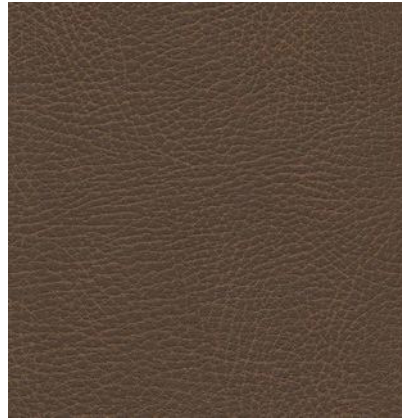
COMPANY NAME	TOWN OF BILTMORE FOREST
PROJECT NAME	SOCIAL ROOM / BOARD ROOM

DATE:	3/27/2025
SCALE:	AS NOTED

SALES/DESIGN:	REFS
SHEET #:	1/2

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FINISH SELECTIONS



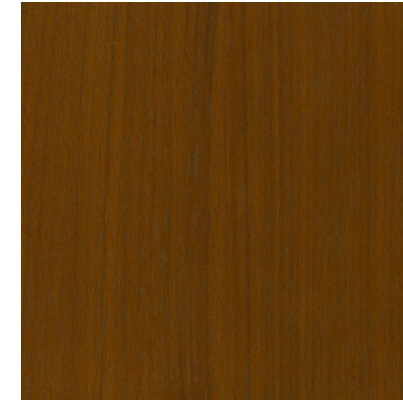
Ultrafabrics
Brisa Distressed,
Bridle



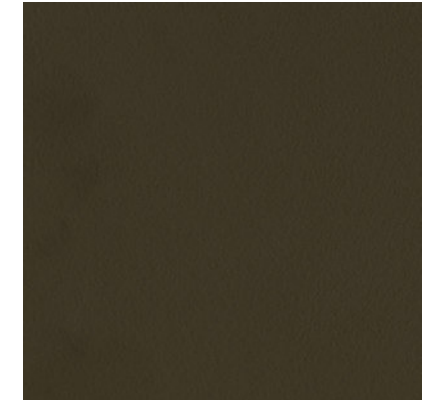
Ultrafabrics
Brisa Distressed,
Desert Tan



Steelcase Laminate
Resolute Walnut
2HWD



Steelcase Wood
Clear Walnut
Flat Cut, Open Pore
3702



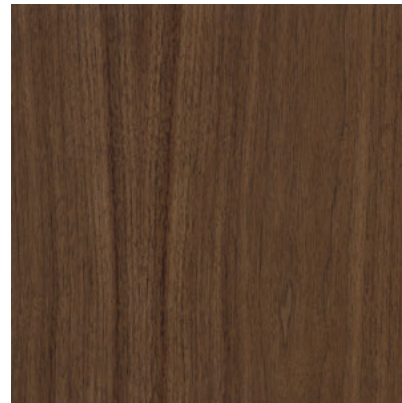
Steelcase Paint
Dark Bronze
7278



Steelcase Paint
Merle
7360



Steelcase PET
Empire PC16



Kimball Wood
Midtown on Walnut



Wieland Wood
#76 Nutmeg on Beech



Source Wood
Pecan PCN

CLIENT SIGNATURE

DATE

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COMPANY NAME	TOWN OF BILTMORE FOREST
PROJECT NAME	SOCIAL ROOM / BOARD ROOM
	64

DATE:	3/27/2025
SCALE:	AS NOTED

SALES/ DESIGN:	KJ / KS
SHEET #:	2/2

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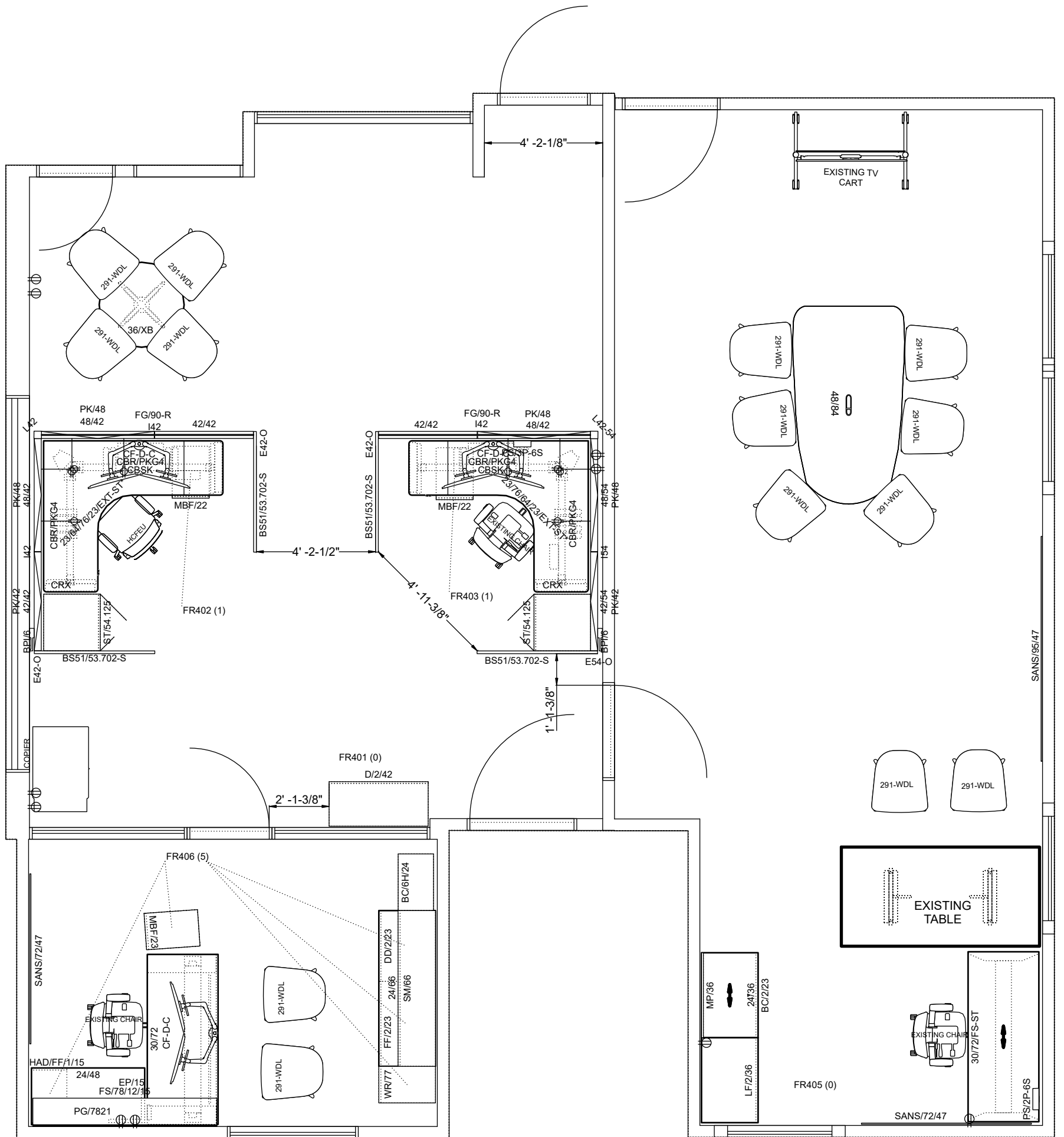
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OVERALL PLAN



Scale 1/4" = 1'



COMPANY NAME
TOWN OF BILTMORE FOREST

PROJECT NAME
OFFICES & WORKSTATIONS

65

DATE:
2/28/2025

SCALE
AS NOTED

SALES/ DESIGN
KJ / KS

SHEET #:
1/3

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OVERALL PLAN



A | JONATHAN'S OFFICE



B | CRYSTAL'S OFFICE & C | WORKSTATIONS



COMPANY NAME
TOWN OF BILTMORE FOREST

PROJECT NAME
OFFICES & WORKSTATIONS

66

DATE:
2/28/2025

SCALE
AS NOTED

SALES/ DESIGN
KJ / KS

SHEET #:
2/3

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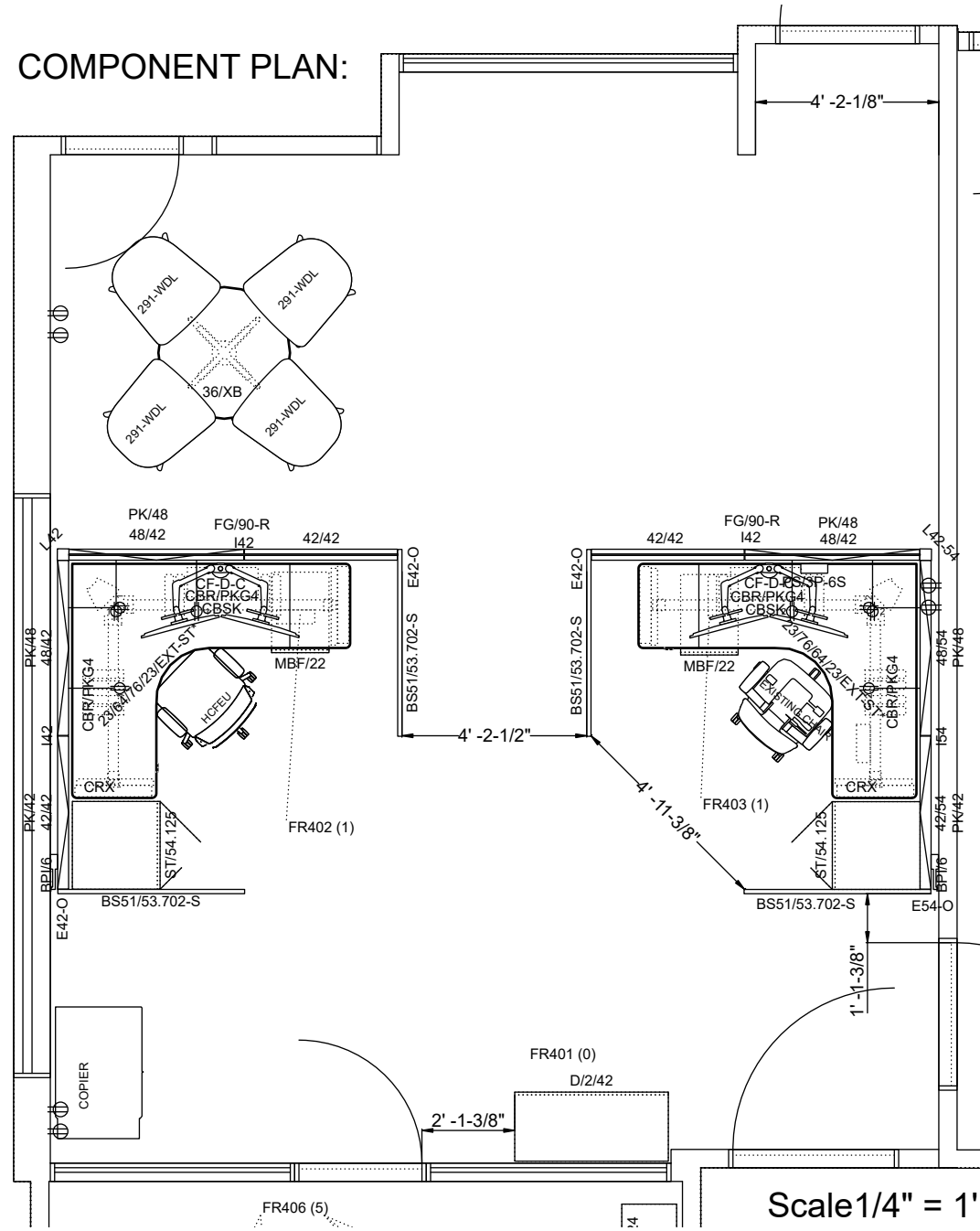
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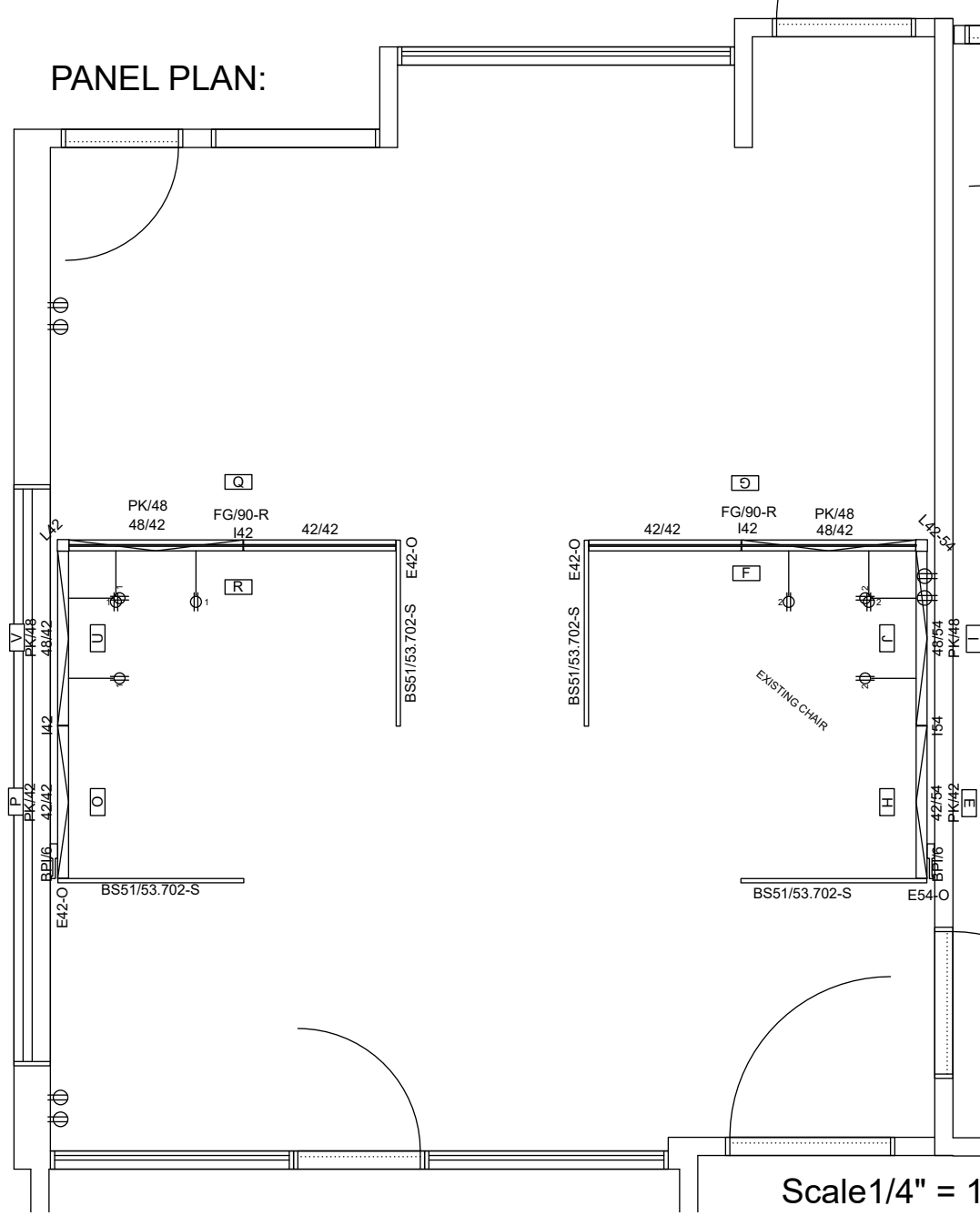
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COMPONENT PLAN:



Scale 1/4" = 1'

PANEL PLAN:



Scale 1/4" = 1'



Scale 3/16" = 1'

Frame Side Types General Markings : C | WORKSTATIONS

LA/48 2HWD	FG12 6500	FG12 6500	TK/48 P532	LA/48 2HWD	TK/48 P532	TK/36 P532	LA/36 2HWD	FG12 6500	FG12 6500	TK/36 P532	TK/36 P532	TK/36 P532	LA/36 2HWD
E	F	G	H	I	J	O	P	Q	R	U	V		
Qty: 1 H:54 W:42	Qty: 1 H:54 W:90	Qty: 1 H:54 W:90	Qty: 1 H:54 W:42	Qty: 1 H:54 W:48	Qty: 1 H:54 W:48	Qty: 1 H:42 W:42	Qty: 1 H:42 W:42	Qty: 1 H:54 W:90	Qty: 1 H:54 W:90	Qty: 1 H:42 W:48	Qty: 1 H:42 W:48		

COMPANY NAME
TOWN OF BILTMORE FOREST

PROJECT NAME
OFFICES & WORKSTATIONS

DATE:
2/28/2025

SCALE:
AS NOTED

SALES/ DESIGN:
KJ / KS

SHEET #:
3/3

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**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
APRIL 8, 2025**



AGENDA ITEM G-5

**ACCESSORY BUILDING AND MAXIMUM ROOF
COVERAGE ZONING TEXT AMENDMENT
UPDATE**

Background

The Board of Commissioners requested a review of the Town’s existing maximum roof coverage and accessory building ordinance in January 2025. The Planning Commission met in March, with newly appointed member Jonathan Gach, and reviewed the last proposed recommendation to the Board. This follows from the Town’s accessory structure ordinance amendment and prior changes to the Town’s maximum roof coverage and impervious surface coverage requirements.

The existing ordinance stipulates that an accessory building may not exceed 750 square feet of roof coverage even if the maximum roof coverage for the property is not being infringed upon. The Board’s direction to the Planning Commission was to consider a greater allowance for accessory building roof coverage if it did not exceed the maximum roof coverage for an entire lot. The Planning Commission did this and discussed the potential for allowing more than one accessory building based upon the overall acreage for a property – again, without exceeding the overall maximum roof coverage. Their draft chart is below.

Draft Chart

Accessory Buildings

Lot Size (Acres)	Max # of Accessory Buildings	Accessory Building # 1	Accessory Building # 2	Accessory Building # 3	Accessory Building # 4 or more
0 - .99	1	25%	N/A	N/A	N/A
1 - 1.99	2	25%	15%	N/A	N/A
2 - 2.99	3	25%	15%	10%	N/A
3 - 3.99	4	25%	15%	10%	5%
4 - 4.99	5	25%	15%	10%	5%
5+	5+	25%	15%	10%	5%

Notes

1. The total roof coverage for all buildings may not exceed the maximum allowable roof coverage for a parcel.
2. The primary residence provides the basis for the accessory building size.

3. Properties that are greater than five (5) acres may only exceed four accessory buildings if approved as a special use by the Board of Adjustment.
4. An accessory building may be a maximum of 1,000 square feet of roof coverage OR the percentage relative to the primary residence, whichever is greater.

Next Steps

The Planning Commission will consider a formal recommendation to the Board of Commissioners at their April meeting. A public hearing must occur prior to the Board of Commissioners considering a formal zoning text amendment.