

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, August 12, 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 July 8, 2025 Minutes

D. Public Comment

E. Departmental Reports

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

F. Board Member Reports

G. New Business

1. Buncombe County Recovery Plan Update– *Rachael Sanyer, Buncombe County*
2. Consideration of Tax Settlement – FY24-25 – *Krystal Curtis, Tax Collector*
3. Consideration of Tax Collection Order – FY25-26 – *Krystal Curtis, Tax Collector*
4. Consideration of Agreement with Biltmore Farms regarding Potential Claims associated with Vanderbilt Road Property – *Jonathan Kanipe, Town Manager*
5. Ratification of Extended Agreement between Town of Biltmore Forest and Southern Disaster Recovery, LLC – *Jonathan Kanipe, Town Manager*
6. Town Flag Discussion – *Commissioner Drew Stephens*

H. Closed Session pursuant to NCGS 143-318.11 (a)(3) to **preserve attorney-client privilege.**

I. Adjourn

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS
OF BILTMORE FOREST HELD JULY 8th, 2025

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

Roll call taken by the Clerk:

Mayor George F. Goosmann, III, present

Commissioner Doris P. Loomis, present

Commissioner Allan Tarleton, present

Commissioner Drew Stephens, present

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

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

The Pledge of Allegiance was conducted.

CONSENT AGENDA

Commissioner Loomis made a motion to approve the consent agenda. Commissioner Stephens seconded the motion and was unanimously approved.

PUBLIC COMMENT

A resident spoke regarding the upcoming discussion about the Ridgefield Place entrance, stating he was attending at his wife's request to advocate for a safer place to walk with their children. Mayor Goosmann informed him that topic would be discussed later in the meeting during New Business.

Julie Tatar, a resident from 56 Forest Road, thanked the Board for their work during the hurricane recovery and for organizing the Fourth of July celebration. She expressed appreciation for the staff who gave up time with their families on the holiday to host a special event for residents, noting that "the hot dogs were epic."

Her husband echoed her sentiments, sharing that the Fourth of July celebration gave them a sense of belonging to the community and that the remarks at the beginning of the event were meaningful.

There were 742 hot dogs were served at the event.

Chief Lance gave the report for the Skyland Fire Department. There were 28 total calls. Gas leak calls increased as well as it does in the summer. These included two building fires (one being mutual aid and one in Biltmore Forest), 8 medical calls within the town, several gas leaks, and some false alarms.

Chief Lance highlighted a unique building fire where the construction was so tight and efficient that the fire smothered itself out due to lack of oxygen. He noted that this type of construction likely prevented what could have been a much more severe fire during the night.

Commissioner Stephens asked about two calls listed under "windstorm, tornado, hurricane assessment." Chief Lance explained this was a catch-all category that could include incidents like limbs or debris that needed to be moved, clarifying there were no actual tornados.

Chief Lance concluded with summer safety tips focused on heat-related concerns, advising residents to drink plenty of water, avoid dehydrating beverages like caffeine and alcohol, reduce outdoor activities during midday heat, take frequent breaks in shaded or air-conditioned areas, be familiar with symptoms of heat illness, and check on elderly neighbors and children.

Town Manager Jonathan Kanipe presented the police report in Chief Beddingfield's absence. He highlighted that there were three calls mistakenly dispatched to Buncombe County Sheriff's Department deputies instead of town police. Mr. Kanipe explained they had worked through this issue with the county telecommunications director, identifying it as a software glitch. He noted the significant difference in response time (from 2 minutes to 20 minutes) when calls are misrouted, but

assured the Board that no immediate emergency calls were affected and they continue to monitor the situation.

Mr. Harry Buckner gave the report for the Public Works Department. Mr. Buckner reported on brush collection, explaining that the brush truck had been in continuous service since the hurricane until June 19th, when it needed to be taken out of service for maintenance. He informed the Board that starting July 15th, they would resume normal brush collection schedules with the north route, followed by the south route on the 30th.

Mr. Buckner reported the successful completion of the large stormwater project and noted that staff were addressing some remaining areas from the \$1,200,000 worth of work. Mr. Buckner mentioned that the Town would be revisiting the stormwater master plan in the coming year to reassess priorities and determine future projects.

Mr. Buckner reported on a storm drain replacement between 53 and 55 Forest Road that had failed a few months ago. The pipe was deep and beyond staff capabilities, so a contractor completed the work in just a few days.

Mr. Buckner also mentioned the completion of the annual Consumer Confidence Report for the water system, which showed no violations. This year, the report was distributed electronically rather than by physical mail, with notices placed on water bills directing residents to the online version.

The Commissioners commended Mr. Buckner and his staff for their work maintaining the Town and for their assistance with the Fourth of July celebration.

Mr. Tony Williams gave the Town Planner report. 128 land use conferences. 26 plans were reviewed and there were two cases for the June Board of Adjustment meeting. There were also four permits issued along with one demolition permit. Mr. Williams also stated the Board of Adjustment meeting had been pushed back one week to the 28th.

Mr. Jonathan Kanipe provided an update on the FEMA recovery process, noting they were currently in the recovery phase, which is the longest of the phases. He anticipated debris work from Hurricane Helene would be concluded by the end of the month, at which point they would return the temporary disposal site to the state.

Mr. Kanipe reported that debris removal had exceeded 400,000 cubic yards, and they were finishing PPDR (Private Property Debris Removal) work. He explained some challenges with determining what debris is eligible for reimbursement, noting that sometimes initial assessments changed when crews arrived on site. The wood chip disposal site in Canton is now full, so remaining wood chips were being transported to the Haywood County landfill.

Regarding facility improvements, Mr. Kanipe mentioned they were moving forward with the Vanderbilt Road site for the Police Department construction and Public Works equipment storage building. He reported meeting with architects and engineers the previous week and was working through some legal issues with the property.

Mr. Kanipe also discussed implementation of fiscal year 2026 projects, including technological improvements to enhance communication with residents. He specifically mentioned utilizing GIS tools to provide mapping information, with Commissioner Stevens adding that one of the first products would be an updated digital zoning map to replace the 1998 version currently on the website.

Mr. Kanipe noted that the town flag discussion would be brought back next month, mentioning he had reached out to a vexillologist (flag expert) who runs a national chapter to provide information for that discussion.

Mayor Goosmann noted that each board member serves on different boards: Commissioner Loomis on the North Carolina League of Municipalities, Mayor Goosmann and Manager Kanipe on the Land of Sky Regional Council, Commissioner Stephens on the French Broad River MPO, and Commissioner Tarleton on the Metropolitan Sewerage District Board.

Commissioner Stephens reported on the French Broad River MPO meeting, which included significant discussion about the I-26 improvement project. He noted there was particular debate around the Patton Avenue overpass design, with many public comments, including his own, supporting the original trenched design that would allow Patton Avenue to remain a tree-lined, pedestrian and bicycle-friendly avenue into downtown.

Commissioner Tarleton indicated there had been no MSD meetings since the last town meeting.

NEW BUSINESS

Mr. Kanipe explained that this item was being brought back to the Board after initial discussions in February 2024 about modifying the intersection at Hendersonville Road and Ridgefield Place. The options then considered were either making it right-turn in/right-turn out only or closing the intersection completely (not closing the road itself). An internal survey had been conducted, but Hurricane Helene had delayed further action.

Several residents provided comments:

Mr. Clayton Bell from 1 Ridgefield Place spoke in favor of closing the intersection, noting that as a resident at "the epicenter" of the potential change with a five-year-old daughter, safety was a major concern. He described witnessing many near accidents, particularly when taking left turns onto Hendersonville Road, and noted that even knowing the danger, he continues to use the intersection. He suggested the closure would help with noise pollution and allow for aesthetic improvements like planting "green giants" as a buffer.

Mr. Obi Morgan from 10 Ridgefield Place, who has six and four-year-old daughters, also supported closing the intersection. He noted that growing up in the area, he had used Ridgefield as a thoroughfare, but his perspective changed when he became a resident with children.

Ms. Sarah Garland from 6 Ridgefield supported closure, citing concerns about speeding vehicles, particularly commercial vehicles and semi-trucks that use Ridgefield to avoid other routes with speed bumps or sharp turns. She expressed doubt that a right-turn only restriction would be

effective, believing people would ignore it.

Mr. Doug Colvard from 28 Ridgefield noted that Hendersonville Road has changed significantly over the past 30 years, becoming much busier. He supported directing traffic to the traffic light at Eastwood and expressed concern about commercial vehicles on Ridgefield, which he believed was never designed for such traffic. As a father of young children, he supported the safety benefits of closing the road.

Ms. Mary Goodkind from 23 Ridgefield added that the road is only about a lane and a half wide with sharp turns, making it dangerous when commercial vehicles take up the entire roadway. She supported making the road more welcoming for children and families.

A resident from Hilltop Road noted the importance of good execution alongside the idea, suggesting that as traffic calming measures have been implemented elsewhere in Biltmore Forest, Ridgefield has become a viable alternative route that people are now using.

Ms. Julie Tatar from 56 Forest Road, while not directly affected, asked the Board to consider where traffic would be diverted if Ridgefield were closed.

Ms. Brenda Lilly from 27 Ridgefield expressed concerns about aesthetics and what the closure would look like, noting she wouldn't want to live on a street labeled as a "dead end." She asked about potential plans for a roundabout or other design elements, and raised questions about mail delivery and garbage pickup.

Mr. Kanipe shared that a 2021 traffic engineering study had concluded that the Ridgefield Place intersection with Hendersonville Road is unnecessary with the signalized Eastwood Road intersection nearby and recommended either limiting left turns or closing the intersection altogether, while also adding a right turn lane on Eastwood Road.

Regarding potential designs, Mr. Kanipe explained they were at the decision point of whether to proceed, after which staff would develop specific plans. He suggested any design would likely include a cul-de-sac to allow delivery vehicles to turn around, and would aim to be aesthetically pleasing with sound buffering elements.

Mayor Goosmann noted that a right-turn only restriction would likely be ineffective, citing similar issues with the parkway where drivers ignore such restrictions.

Commissioner Stevens, who lives adjacent to Ridgefield, shared his perspective on the excessive speeding and commercial traffic on the road. He expressed support for a thoughtful process leaning toward closure.

After discussion, the Board reached consensus to direct staff to move forward with designing plans for closing the intersection, with the understanding that residents would be involved in reviewing aesthetic considerations before final decisions were made.

Mr. Kanipe reported that prior to Hurricane Helene, the town had applied for and received a North Carolina Land and Water Fund grant of \$30,000, matched by \$30,000 from the town, to develop a town-wide stream restoration master plan. This followed the successful project at Hemlock and Cedarcliff Roads.

He explained that Jennings Environmental, the consultant for this project, had conducted initial assessments throughout the town and provided a progress report identifying focus areas. Kanipe noted that as a result of Hurricane Helene, there is now a significant chance that federal funding will be available through Buncombe County for stream restoration construction projects.

Because the town was already in the planning stages, they are well-positioned to target high-priority areas on public properties and push those projects forward through Buncombe County's stream restoration funding process. The first area likely to be addressed is in Brooklawn Park, from the dam to Cedar Hill Road.

Regarding the Eco-Foresters non-native invasive species control, Mr. Kanipe explained that while the assessment included streams on private property, the town would only be focusing on public properties for restoration work. He noted that the master plan would position the town to apply for various grants beyond just the Helene-related funding.

Mr. Kanipe explained how this project connects with the stream restoration plan. He reported that the town had contracted with Eco Foresters, a local nonprofit, in March to remove non-native invasive species from the town's approximately 30 acres of public property. The contract

was for \$35,000 for the year.

Mr. Kanipe highlighted the detailed reports provided by Eco Foresters, which specify what invasive species were removed, how much was removed, and what chemical treatments were used if necessary. He noted that their work demonstrates the town's commitment to environmental stewardship and provides an example for residents.

Regarding reforestation efforts, Mr. Kanipe explained that Eco Foresters' director had recommended waiting to heavily plant stream banks until after stream restoration work is completed. However, they plan to do some planting in areas that wouldn't be impacted by future restoration work. The town is coordinating with the Friends of Biltmore Forest to organize volunteer efforts for planting approximately 100-120 trees.

Commissioner Stephens expressed pride in the town's investment in native plants and invasive species removal, noting it was something he was "really proud about to be a commissioner." He encouraged residents not to plant invasive species and mentioned that industry colleagues were working with big box stores to stop selling invasive plants like English ivy.

Mayor Goosmann mentioned bamboo as a particularly problematic invasive species, sharing a story about a property where bamboo planted in the backyard had gone under the house and emerged in the front yard.

Mayor Goosmann asked for thoughts and prayers for the people in Texas who were experiencing flooding similar to what Biltmore Forest experienced ten months ago with Hurricane Helene. He noted that Biltmore Forest had about 12% of all storm debris in North Carolina despite representing a much smaller percentage of the land area.

The meeting was adjourned at 5:27pm.

The next meeting is scheduled for Tuesday, August 12th at 4:30pm.

ATTEST:

Laura Jacobs
Town Clerk

George F. Goosmann, III
Mayor

Biltmore Forest Valley Springs Station

Incident Response

July 2025

Incident Type

111 - Building fire	1
311 - Medical assist, assist EMS crew	4
321 - EMS call, excluding vehicle accident with injury	1
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	2
412 - Gas leak (natural gas or LPG)	1
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	1
551 - Assist police or other governmental agency	1
611 - Dispatched & canceled en route	3
622 - No incident found on arrival at dispatch address	6
700 - False alarm or false call, other	2
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	6
813 - Wind storm, tornado/hurricane assessment	1

Total	34
--------------	-----------

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
August 12th, 2025
Commission Report
July 2025 Data**

Total Calls for Service:

865 (841 last month)

Arrests:

0-Felony Arrests

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

Citations:

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

Time Consumption Summary:

Approximations:

Business Checks- 6 hours

House Checks- 5 hours

Radar Operation- 3 hours

Vehicle Crash Investigation- 2 hours

Notable Calls and Projects

A brief mention of some incidents that we have dealt with on our town border and specifically Hendersonville Rd, We had two different drug overdoses on Hendersonville Rd. We have assisted Asheville on at least three shootings along or just across Hendersonville Rd. We have had several serious incidents along the Blue Ridge Parkway at our border. There is no invisible fence or barrier that keeps these types of incidents from spilling over into our town. We try to both assist neighboring agencies and be proactive with preventative measures to protect our town.

Partnered with Carolina Day on several community events, also preparing for more as the school year begins.

Had two telecommunicators attend the National APCO (Association of Public-Safety Communications Officials) Conference in Baltimore Maryland. We try to send a representative every year. This was another great conference that staff benefit from.

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

BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
ALARM	23	2.66%
ANIMAL CONTROL	8	0.92%
ASSIST MOTORIST	11	1.27%
ASSIST NON-RESIDENT	2	0.23%
ASSIST OTHER AGENCY	12	1.39%
ASSIST RESIDENT	4	0.46%
BICYCLIST VIOLATION	1	0.12%
BUSINESS CHECK	447	51.68%
C&R DRIVER	1	0.12%
CHECK POINT	2	0.23%
CRIME PREVENTION	5	0.58%
DEBRIS IN ROADWAY	2	0.23%
DISTURBANCE	1	0.12%
ESCORT	1	0.12%
FIRE	1	0.12%
FIREWORKS COMPLAINT	1	0.12%
FOLLOW-UP INVESTIGATION	1	0.12%
FRAUD	1	0.12%
GAS LEAK	1	0.12%
HIT AND RUN	1	0.12%
HOUSE CHECK	113	13.06%
IMPROPER PARKING	3	0.35%
INVESTIGATION	1	0.12%
JUVENILE ISSUE	2	0.23%
LARCENY	1	0.12%
LOST AND FOUND	1	0.12%
MEDICAL EMERGENCY	5	0.58%
MENTAL SUBJECT	1	0.12%
NOISE COMPLAINT	3	0.35%
ORDINANCE VIOLATION	6	0.69%
PROPERTY DAMAGE	1	0.12%
PUBLIC ASSIST	7	0.81%
RADAR OPERATION	17	1.97%
RECOVERED PROPERTY	1	0.12%
ROAD BLOCKED	2	0.23%
SMOKE COMPLAINT	2	0.23%
SPECIAL ASSIGNMENT	1	0.12%
SPECIAL CHECK	7	0.81%
SUSPICIOUS ACTIVITY	1	0.12%
SUSPICIOUS PERSON	10	1.16%
SUSPICIOUS VEHICLE	25	2.89%
TALK WITH OFFICER	3	0.35%
BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
TRAFFIC CONTROL	3	0.35%

TRAFFIC STOP	114	13.18%
TREE DOWN	2	0.23%
TRESPASSING	1	0.12%
VEHICLE ACCIDENT	1	0.12%
WATER LEAK	1	0.12%
WELFARE CHECK	4	0.46%
Total Records For BILTMORE FOREST POLICE DEPARTMENT	865	Group/Total 100.00%
Total Records		865

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

August 8, 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 July:

- Collected 39.53 tons of garbage.
- Diverted 13.96 tons of recycled goods from garbage.
- Picked up 39 loads of brush (approximately 1,053 cubic yards) over 11 days.
- Responded to 64 total utility locate requests, comprised of 39 new requests and 25 updates.
- The Town Arborist visited 8 properties in June, approving 14 trees for removal and requiring 0 replacements. He visited 7 properties in July approving 19 trees for removal and requiring 0 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 July

- Staff continue to service our thirteen (13) dog waste stations.
- Normal brush collection on the North Route began on July 16th and concluded on July 30th. Normal brush collection began on the South Route one day behind schedule on July 1st and is currently approximately 50% complete.
- Brush collection will return to the North Route on August 18th, and the South Route on September 2nd. This is our normal schedule.
- Staff have used and will continue to use the tractor and blower to keep the roads clear of loose debris.
- Our department continues to mow all public spaces weekly.
- Our team performed intensive shoulder clean-up along Stuyvesant Road between the Golf Course and Southwood Road and in the vicinity of 41, 42, and 43 Hilltop Road.
- The guardrail replacement project on Vanderbilt Road around the I-40 bridge was finished this month.

- I have requested a proposal for the replacement of the metal guardrail at the bridge near the intersection of Eastwood Road and Hilltop Road, as well as replacement of the wooden guardrails on Arboretum Road Greenwood Place.
- We continue to replace damaged road signs throughout town.
- We are continuing to review and respond to additional storm drain issues as they are uncovered and reported to the office. Significant effort was made on inlets along Southwood Road and at Hilltop Road and Greenwood Road
- We met our stream evaluation consultant, Jennings Environmental, on July 15th to review a total of sixteen (16) possible stream restoration projects throughout Town. We identified a project through Brooklawn Park as our top priority and most likely project to receive grant funding. The next cycle of funding applications will occur this winter.
- The Town's forestry consultant continued invasive plant removal (bamboo specifically) in Rosebank park.
- Our team worked with the Police Department to secure the property at 5 Lone Pine Road by boarding up the broken front door.
- Our team participated in the Independence Day celebration on July 4th, preparing approximately 750 hotdogs and facilitating the set-up and break-down for the event.

Larger/Capital Projects Updates

Hurricane Helene Response

- We continue to meet weekly with the debris removal contractor and monitoring company to review storm clean-up activity.
- Our regular, once-per-month pick-up schedule is in effect moving forward.
- Brush collection concluded on the North route on July 30th. Pick-up of the South route began one day late on July 1st and the South route is currently approximately 50% complete.
- Residents are reminded that we are working to bring everyone into compliance with our regular brush collection ordinances and restrictions, such as the volume limits, size limitations, outside contractor collection prohibition, keeping debris on the property that it was generated from, and that we cannot remove stumps, bamboo, or grass clippings.
- We also ask that residents comply with the timing windows as required in the ordinance (no brush at the curb until 5 days before pick-up begins (that's the 10th on the North Route and 25th on the South Route).
- As of August 7, 2025, the Town has coordinated the removal of the following quantities of vegetative debris:
 - approximately 373,000 cubic yards from our twenty-two miles of public rights-of-way
 - over 10,300 cubic yards from the Private Property Debris Removal (PPDR) program
 - over 11,300 cubic yards from within Town owned property
 - over 6,750 cubic yards from waterways throughout Town

- This collected debris has been converted into approximately 163,750 cubic yards of wood chips that have been repurposed as bagged mulch at a facility in Waynesville, North Carolina.
- Wood chips are now being used as daily cover at a landfill in Haywood County. Approximately 2,400 tons of chips have been disposed of at that location.
- Work remaining is limited to one (1) waterway area that still needs to be released by FEMA and NCDWM, and a few remaining small piles to be picked-up from Town property. Otherwise, removal activities are essentially complete by our outside contractor. Significant activity moving forward will be limited to closure of the Temporary Debris Management Site (TDMS) on the Estate.

Streetlight LED Conversions and Service Upgrades

- All streetlights were inspected for operation on 7/2/2025.
- A total of nine (9) streetlights are structurally damaged or destroyed. Seven (7) of the nine (9) have been removed and are at Public Works awaiting replacement or repair.
- Out of the 66 total lamps, approximately eighteen (18) are not functioning currently. This includes the nine (9) damaged or removed lamps.
- The camera system is functional except for the following locations:
 - Stuyvesant Rd. and Parkway Rd. (Pole removed due to damage)
 - 15 Ridgefield Place (Camera inoperable pending lamp removal/repair)
 - Vanderbilt Rd. and Busbee Rd., SE Corner (Pole removed due to damage)
 - Vanderbilt Road and Cedarcliff Road (Needs service from Flock)
 - Vanderbilt Road and Hilltop Road (Awaiting fuse replacement by Duke Energy)
- We have placed an order for a new, custom designed streetlight sample similar to the existing historic streetlights from a vendor in Alabama.

Brooklawn Park Clean-up and Trail Construction

- The outside forestry consultants completed their initial invasive species removals in May with periodic treatments continuing regularly. They are continuing to work on the reforestation plan.
- We met our stream evaluation consultant, Jennings Environmental, on July 15th to review a total of sixteen (16) possible stream restoration projects throughout Town. We identified a project through Brooklawn Park as our top priority and most likely project to receive grant funding. The next cycle of funding applications will occur this winter.
- Our staff is working to keep the walking path open by string trimming and spraying weeds along the walking trail.
- We have tentatively scheduled to perform trail repairs in August. The entire trail is currently open for use, however, and should only be closed temporarily as active repair work is being performed. This will include replacing and adding stone to the path in damaged locations.

Anticipated August Activities

- Staff will complete the required daily chlorine, monthly bacteriological, and quarterly disinfection byproduct sampling.
- I will begin work on the required annual Solid Waste local government annual report for FY 24-25.
- Duke Energy will repair the floodlight at our town fuel pumps this month.
- Regular brush and leaf collection is currently in progress on the on the South Route, and will resume on August 18th on the North Route. The next pick-up for the South Route will begin on September 2nd.
- We will continue weekly mowing and maintenance activities in all public spaces this month.
- We anticipate completing significant right-of-way shoulder repairs between 18 and 12 Cedar Hill Road.
- The team will be mowing road shoulders with the tractor mounted mower this month. We have many shoulders that did not need mowing pre-Helene, that now have more sunlight and need mowing maintenance.
- Our staff will install another dog waste station on Cedar Hill Road near the streetlight at the unnamed spur road on the back side of the loop.
- We will replace the lighting for the Town sign in the median of Town Hall.
- We will assist Ms. Jacobs with the bi-monthly water billing cycle.
- We anticipate replacing a damaged stormwater pipe near 23 Park Road across Park Road this month.

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



MEMORANDUM

To: Jonathan Kanipe, Town Manager
Mayor and Board of Commissioners
From: Tony Williams, Town Planner
Re: July Monthly Report
Date: August 12, 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: 157
- Notice of violations verbal/written: 31
- Resolved violations/complaints: 7
- Complaints: 8
- Plans reviewed: 48
- Plans reviewed for BOA: 2
- Zoning permits issued: 12
- Demo permits issued: 0
- Zoning Clearance letters issued: 3

Miscellaneous

After a pause post Helene, we have now resumed sending violation notices for grass and weeds as well as damaged fences this month.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
AUGUST 12, 2025



AGENDA ITEM E-5

TOWN MANAGER'S MONTHLY REPORT

FEMA Recovery Process

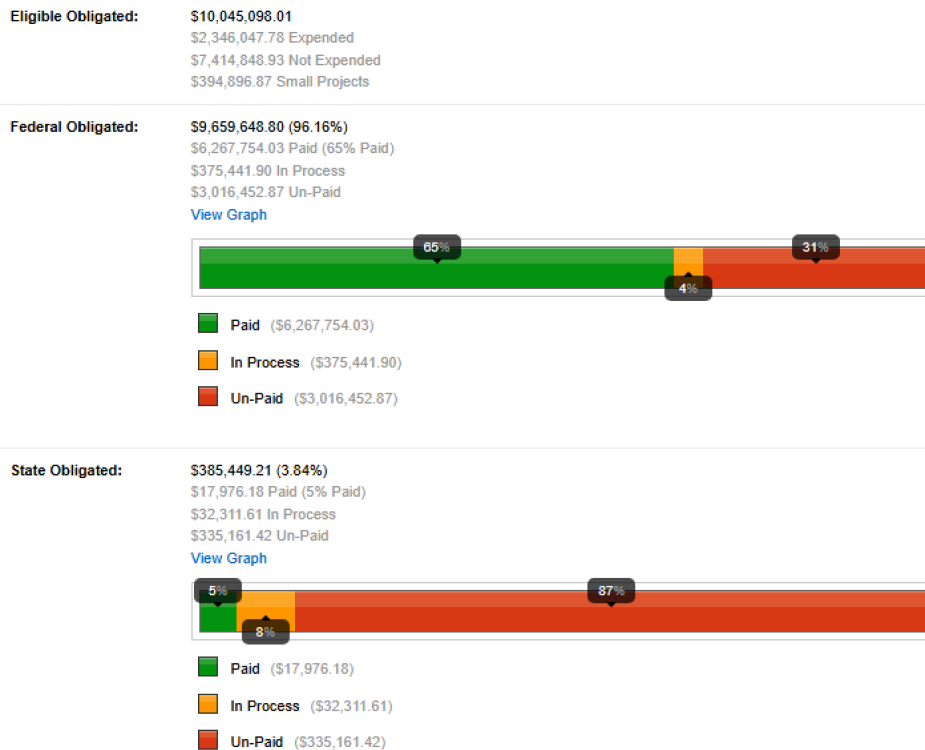
Debris Removal: As of this writing, the Town's debris removal program is awaiting state approval for an ingress/egress point to clean up one remaining waterway. Once this section is complete (likely a half-day worth of work) the contractor will transition to finishing the grinding of all material at the temporary debris management site (TDMS). The contractor will then restore the site to its prior condition and turn it back over to the Biltmore Estate. This work should all be complete by mid-September. The contractor has removed 405,000 cubic yards of vegetative debris and ground this into over 163,000 cubic yards of mulch. FEMA's most recent fact sheet indicated that over 7.9M cubic yards of debris were removed from the public rights of way. This means the Town has accounted for 5.12 percent of the total vegetative storm debris – while representing just 0.016 percent of the total land area.

Debris Cost Recovery/Reimbursements: The Town continues to work diligently to recover all eligible costs associated with the Town's response and recovery. We are awaiting an initial \$323,000 payment from the State for our private property debris removal (PPDR) program and have submitted a request for an additional \$194,103 for work completed and paid for by the Town. We have also submitted a request for \$2,503,000 associated with the Town's right of way debris removal. All told, we believe that we are awaiting just over \$4.4 million in reimbursement from FEMA. We meet frequently with our FEMA program delivery manager and state emergency management staff and are finalizing all additional submittals. The chart below provides a breakdown of these costs by debris type and vendor.

	SDR	DebrisTech	Total
Waterway Debris	526,618.05	90,442.00	617,060.05
PPDR	373,521.12	148,753.20	522,274.32
ROW Debris	2,930,478.85	362,880.20	3,293,359.05
Total	3,830,618.02	602,075.40	4,432,693.42

Total Cost Recovery/Reimbursement: Debris comprises the overwhelming amount of funds spent. We have received payments for several other related expenses and are continuing to pursue other items that need to be reimbursed. For instance, we recently completed the re-installation of damaged guardrails along Vanderbilt Road for approximately \$80,000, of which we anticipate reimbursement in full. The chart on the following page represents the total federal obligated funds, the amount

received by the Town thus far, and the amount that is in process but is unpaid. There is a similar chart for the state funding as well. The State funding did not begin until after March 25, 2025 when FEMA declined Governor Stein’s request for the federal government to continue full coverage for the recovery. This means that 25 percent of all reimbursement requests after March 25, 2025 will come from the state while the remaining 75 percent comes from federal funds.



Physical Repairs/Improvements: As we focus on funding for the Town’s recovery, we are also making strides in our physical repairs as well. The guardrail noted above is an example of this, as is the continued waterway clean-up work and debris removal. The Town has also identified a potential streetlight vendor in Mississippi to craft new streetlights and replace our damaged and destroyed lights. This will be a significant achievement if the prototype matches our needs. We continued to perform clean up in public areas in the Town and are utilizing our code enforcement measures now to push residents to clean up areas that have yet to be mitigated from the storm. The Town goals discussed during the Buncombe County Recovery planning presentation will also be direct examples of the Town’s continued recovery.

As the Town approaches the one year anniversary, it is worth stopping and realizing how far we have come as a town and community. We are appreciative, daily, of the service and sacrifice made by so many to help the Town recover.

Additional Project Updates

Ridgefield Place/Hendersonville Road Intersection Modifications: The Town's Public Works Director, Harry Buckner, is conducting initial assessments regarding the closure for this intersection. Mr. Buckner had performed initial work to review this potential and is conducting a review and meetings with potentially impacted property owners. We anticipate having more information on this at the meeting in September.

Striping Projects for FY26: The Town's striping program will take place in the next several weeks. Focus will be on existing striping on Vanderbilt and Stuyvesant Roads that needs to be redone, on the north and south ends of Brookside Road, and Valley Springs Road just west of Hendersonville Road.

Potential for New Knuckle-Boom (Brush) Truck: As we discussed last month, the Town's brush truck was operated at full capacity for just over nine (9) months after Helene. The Town took the truck out of service in June for repairs. These repairs were significant and it is likely the truck will need even more significant repairs in the near future. Staff has reviewed projected costs for a new brush truck on state contract and believes this is the best method to move forward – this cost is estimated to be \$230,000. This would be a brush truck similar to our existing truck which has performed very well for over eleven years. I am identifying interest rates and terms from lenders to purchase a truck in this manner. We will also pursue whether purchasing this truck as a lease through our Enterprise Fleet program makes sense as well. I anticipate having substantial movement on this issue in the coming weeks and before next month's meeting.

Upper Cedar Hill Road Stormwater Maintenance: The purpose of the work is to repair and stabilize the road shoulder and restore the original drainage pattern. The work includes repair of the significant erosion below a private driveway at the edge of the pavement near the upper island. The Town will fill the area with railroad ballast and reshape the shoulder so water can get into the existing ditch line and inlets. The area will be reseeded after it is shaped. Inlets further downstream will be filled as will other smaller rills at the pavement edge down to the intersection with Cedar Chine.

Joint Board Meeting: The Town's Board of Commissioners, Board of Adjustment, and Planning Commission will hold a joint meeting on Wednesday, August 27th from 2pm-4pm. The meeting will be facilitated by Erica Anderson, Deputy Director of the Land of Sky Council of Governments. The purpose of the meeting is to gather all boards together and hear from everyone about moving the Town forward after Helene. This includes discussion regarding specific ordinance needs, concerns, and strategic planning ideas to refocus all the Boards on the Town's next stages of recovery. This meeting will be open to the public.

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 07/31/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
3010 Ad Valorem Tax						
Revenue						
10 General Fund						
3010 Ad Valorem Tax						
10-3010-0000 AD VALOREM TAXES (PROPERTY)	3,046,790.00	1,014.67	1,014.67	0.00	3,045,775.33	0
10-3010-0100 AD VALOREM TAXES (DMV)	135,794.00	0.00	0.00	0.00	135,794.00	0
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	300.41	300.41	0.00	4,699.59	6
3010 Ad Valorem Tax Subtotal	\$3,187,584.00	\$1,315.08	\$1,315.08	\$0.00	\$3,186,268.92	0
10 General Fund Subtotal	\$3,187,584.00	\$1,315.08	\$1,315.08	\$0.00	\$3,186,268.92	0
Revenue Subtotal	\$3,187,584.00	\$1,315.08	\$1,315.08	\$0.00	\$3,186,268.92	0
After Transfers	Excess Of Revenue Subtotal	\$3,187,584.00	\$1,315.08	\$1,315.08	\$0.00	0
3020 Unrestricted Intergovernm						
Revenue						
10 General Fund						
3020 Unrestricted Intergovernm						
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	268,000.00	0.00	0.00	0.00	268,000.00	0
10-3020-0100 ALCOHOL BEVERAGE TAX	6,500.00	0.00	0.00	0.00	6,500.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	833,595.00	0.00	0.00	0.00	833,595.00	0
10-3020-0300 1/2 CENT SALES TAX A.40	349,435.00	0.00	0.00	0.00	349,435.00	0
10-3020-0400 1/2 CENT SALES TAX A.42	429,574.00	0.00	0.00	0.00	429,574.00	0
10-3020-0600 SALES TAX REFUND	30,000.00	0.00	0.00	0.00	30,000.00	0
10-3020-0700 GASOLINE TAX REFUND	5,000.00	0.00	0.00	0.00	5,000.00	0
3020 Unrestricted Intergovernm Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	\$1,922,104.00	0
10 General Fund Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	\$1,922,104.00	0
Revenue Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	\$1,922,104.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$1,922,104.00	\$0.00	\$0.00	\$0.00	0
3030 Restricted Intergovernmen						
Revenue						
10 General Fund						
3030 Restricted Intergovernmen						
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,000.00	0.00	0.00	0.00	1,000.00	0
10-3030-0100 POWELL BILL	81,000.00	0.00	0.00	0.00	81,000.00	0
3030 Restricted Intergovernmen Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	0
10 General Fund Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	0
Revenue Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$82,000.00	\$0.00	\$0.00	\$0.00	0
3040 Permits & Fees						
Revenue						
10 General Fund						
3040 Permits & Fees						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 07/31/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-3040-0000 ZONING PERMITS	42,000.00	15,843.00	15,843.00	0.00	26,157.00	38
10-3040-0100 DOG LICENSE FEE	1,500.00	35.00	35.00	0.00	1,465.00	2
3040 Permits & Fees Subtotal	\$43,500.00	\$15,878.00	\$15,878.00	\$0.00	\$27,622.00	37
10 General Fund Subtotal	\$43,500.00	\$15,878.00	\$15,878.00	\$0.00	\$27,622.00	37
Revenue Subtotal	\$43,500.00	\$15,878.00	\$15,878.00	\$0.00	\$27,622.00	37
After Transfers Excess Of Revenue Subtotal	\$43,500.00	\$15,878.00	\$15,878.00	\$0.00		37
3050 Investment Earnings						
Revenue						
10 General Fund						
3050 Investment Earnings						
10-3050-0000 INTEREST EARNED	175,000.00	0.00	0.00	0.00	175,000.00	0
3050 Investment Earnings Subtotal	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	0
10 General Fund Subtotal	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	0
Revenue Subtotal	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	0
After Transfers Deficiency Of Revenue Subtotal	\$175,000.00	\$0.00	\$0.00	\$0.00		0
3060 Miscellaneous						
Revenue						
10 General Fund						
3060 Miscellaneous						
10-3060-0100 AMERICAN TOWER AGREEMENT	38,000.00	400.00	400.00	0.00	37,600.00	1
10-3060-0200 MISCELLANEOUS	25,000.00	25,630.16	25,630.16	0.00	-630.16	103
10-3060-0300 INSURANCE REIMBURSEMENT	0.00	1,000.00	1,000.00	0.00	-1,000.00	*100
3060 Miscellaneous Subtotal	\$63,000.00	\$27,030.16	\$27,030.16	\$0.00	\$35,969.84	43
10 General Fund Subtotal	\$63,000.00	\$27,030.16	\$27,030.16	\$0.00	\$35,969.84	43
Revenue Subtotal	\$63,000.00	\$27,030.16	\$27,030.16	\$0.00	\$35,969.84	43
After Transfers Excess Of Revenue Subtotal	\$63,000.00	\$27,030.16	\$27,030.16	\$0.00		43
3290						
Revenue						
30 Water & Sewer Fund						
3290						
30-3290-0000 INTEREST EARNED	4,000.00	0.00	0.00	0.00	4,000.00	0
3290 Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
30 Water & Sewer Fund Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
Revenue Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
After Transfers Deficiency Of Revenue Subtotal	\$4,000.00	\$0.00	\$0.00	\$0.00		0
3350 Commissions, Sw Chg Coll						
Revenue						
30 Water & Sewer Fund						
3350 Commissions, Sw Chg Coll						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 07/31/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	10,000.00	1,933.80	1,933.80	0.00	8,066.20	19
3350 Commissions, Sw Chg Coll Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00	\$8,066.20	19
30 Water & Sewer Fund Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00	\$8,066.20	19
Revenue Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00	\$8,066.20	19
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$1,933.80	\$1,933.80	\$0.00		19
3500 Other Financing						
Other Financing Source						
10 General Fund						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	15,000.00	0.00	0.00	0.00	15,000.00	0
10-3500-0300 TRANSFER FROM FUND BALANCE	500,000.00	0.00	0.00	0.00	500,000.00	0
10-3500-0500 GRANT (GOVERNMENTAL) FUNDS	30,000.00	0.00	0.00	0.00	30,000.00	0
3500 Other Financing Subtotal	\$545,000.00	\$0.00	\$0.00	\$0.00	\$545,000.00	0
10 General Fund Subtotal	\$545,000.00	\$0.00	\$0.00	\$0.00	\$545,000.00	0
Other Financing Source Subtotal	\$545,000.00	\$0.00	\$0.00	\$0.00	\$545,000.00	0
After Transfers Deficiency Of Revenue Subtotal	\$545,000.00	\$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	-197.85	-197.85	0.00	641,197.85	0
30-3710-0100 MSD CHARGES	439,130.00	-196.21	-196.21	0.00	439,326.21	0
30-3710-0200 AMI TRANSMITTER CHARGES	9,000.00	0.00	0.00	0.00	9,000.00	0
3710 Water Sales Subtotal	\$1,089,130.00	-\$394.06	-\$394.06	\$0.00	\$1,089,524.06	0
30 Water & Sewer Fund Subtotal	\$1,089,130.00	-\$394.06	-\$394.06	\$0.00	\$1,089,524.06	0
Revenue Subtotal	\$1,089,130.00	-\$394.06	-\$394.06	\$0.00	\$1,089,524.06	0
After Transfers Deficiency Of Revenue Subtotal	\$1,089,130.00	-\$394.06	-\$394.06	\$0.00		0
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	150.00	150.00	0.00	9,850.00	2
3730 Water Tap & Connect Fees Subtotal	\$10,000.00	\$150.00	\$150.00	\$0.00	\$9,850.00	2
30 Water & Sewer Fund Subtotal	\$10,000.00	\$150.00	\$150.00	\$0.00	\$9,850.00	2
Revenue Subtotal	\$10,000.00	\$150.00	\$150.00	\$0.00	\$9,850.00	2
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$150.00	\$150.00	\$0.00		2
4200 Administration						
Expenditure						
4200 Administration						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 07/31/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-4200-0200 SALARIES	383,791.00	48,409.01	48,409.01	0.00	335,381.99	13
10-4200-0500 FICA	29,360.00	3,622.54	3,622.54	0.00	25,737.46	12
10-4200-0600 HEALTH INSURANCE (MEDICAL)	41,748.00	3,249.09	3,249.09	0.00	38,498.91	8
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	13,125.00	717.50	717.50	0.00	12,407.50	5
10-4200-0675 HEALTH REIMBUSEMENT ACC	7,500.00	500.00	500.00	0.00	7,000.00	7
10-4200-0700 LGERS RETIREMENT	80,712.00	10,218.47	10,218.47	0.00	70,493.53	13
10-4200-0800 401K SUPP RETIREMENT	19,190.00	2,341.68	2,341.68	0.00	16,848.32	12
10-4200-1000 ACCOUNTING & TAXES	60,000.00	29,953.45	29,953.45	0.00	30,046.55	50
10-4200-1200 POSTAGE, PRINTING, STATIONARY	12,500.00	122.98	122.98	0.00	12,377.02	1
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	2,025.00	2,025.00	0.00	19,575.00	9
10-4200-1500 BLDG & GRNDS MAINTENANCE	15,000.00	0.00	0.00	0.00	15,000.00	0
10-4200-1700 MAINTENANCE/REPAIRS-VEHICLES	0.00	70.85	70.85	0.00	-70.85	*100
10-4200-3300 SUPPLIES AND EQUIPMENT	15,000.00	383.23	383.23	0.00	14,616.77	3
10-4200-5300 DUES & FEES	12,000.00	2,690.03	2,690.03	0.00	9,309.97	22
10-4200-5700 MISCELLANEOUS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-4200-6500 STAFF DEVELOPMENT	25,000.00	4,209.75	4,678.75	469.00	20,321.25	19
10-4200-6600 CAPITAL IMPROVEMENT & AMORT	20,000.00	0.00	0.00	0.00	20,000.00	0
10-4200-8200 DEBT SERVICE LEASES-PRINCIPAL	6,600.00	765.50	765.50	0.00	5,834.50	12
10-4200-8201 DEBT SERVICE LEASES-INTEREST	2,400.00	0.00	0.00	0.00	2,400.00	0
4200 Administration Subtotal	\$770,526.00	\$109,279.08	\$109,748.08	\$469.00	\$660,777.92	14
Expenditure Subtotal	\$770,526.00	\$109,279.08	\$109,748.08	\$469.00	\$660,777.92	14
Before Transfers	Deficiency Of Revenue Subtotal	-\$770,526.00	-\$109,279.08	-\$109,279.08	-\$469.00	14
After Transfers	Deficiency Of Revenue Subtotal	-\$770,526.00	-\$109,279.08	-\$109,279.08	-\$469.00	14
5100 Police Department						
Expenditure						
5100 Police Department						
10-5100-0200 SALARIES	1,257,901.00	153,203.37	153,203.37	0.00	1,104,697.63	12
10-5100-0300 OVERTIME	0.00	173.07	173.07	0.00	-173.07	*100
10-5100-0400 SEPARATION ALLOWANCE	32,000.00	0.00	0.00	0.00	32,000.00	0
10-5100-0500 FICA	96,229.00	11,533.86	11,533.86	0.00	84,695.14	12
10-5100-0600 HEALTH INSURANCE (MEDICAL)	141,944.00	12,200.39	12,200.39	0.00	129,743.61	9
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	1,973.31	1,973.31	0.00	33,726.69	6
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	2,000.00	2,000.00	0.00	23,500.00	8
10-5100-0700 LGERS RETIREMENT	286,298.00	32,079.01	32,079.01	0.00	254,218.99	11
10-5100-0800 401K SUPP RETIREMENT	62,895.00	7,135.16	7,135.16	0.00	55,759.84	11
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	351.15	351.15	0.00	9,648.85	4
10-5100-1600 MAINT/REPAIR - EQUIPMENT	5,000.00	204.78	204.78	0.00	4,795.22	4
10-5100-1700 MAINT/REPAIR - VEHICLES	25,000.00	1,271.67	1,271.67	0.00	23,728.33	5
10-5100-3100 MOTOR FUELS	21,000.00	1,993.84	1,993.84	0.00	19,006.16	9

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 07/31/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5100-3300 SUPPLIES	10,000.00	515.14	515.14	0.00	9,484.86	5
10-5100-3600 UNIFORMS	25,000.00	626.89	1,087.00	460.11	23,913.00	4
10-5100-3700 SOFTWARE	15,000.00	5,178.36	9,442.62	4,264.26	5,557.38	63
10-5100-3800 TECHNOLOGY	100,000.00	8,550.52	43,780.52	35,230.00	56,219.48	44
10-5100-5700 MISCELLANEOUS	1,000.00	568.39	568.39	0.00	431.61	57
10-5100-5800 PHYSICAL EXAMS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5100-6500 STAFF DEVELOPMENT	15,000.00	2,406.73	4,577.54	2,170.81	10,422.46	31
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	75,000.00	0.00	0.00	0.00	75,000.00	0
10-5100-8200 DEBT SERVICE-LEASE	72,000.00	5,261.87	5,261.87	0.00	66,738.13	7
10-5100-8201 DEBT SERVICE-INTEREST	4,800.00	0.00	0.00	0.00	4,800.00	0
5100 Police Department Subtotal	\$2,322,267.00	\$247,227.51	\$289,352.69	\$42,125.18	\$2,032,914.31	12
Expenditure Subtotal	\$2,322,267.00	\$247,227.51	\$289,352.69	\$42,125.18	\$2,032,914.31	12
Before Transfers	Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$247,227.51	-\$247,227.51	-\$42,125.18	11
After Transfers	Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$247,227.51	-\$247,227.51	-\$42,125.18	11
5200 Fire Services						
Expenditure						
5200 Fire Services						
10-5200-0000 FIRE CONTRACT	425,000.00	106,250.00	106,250.00	0.00	318,750.00	25
5200 Fire Services Subtotal	\$425,000.00	\$106,250.00	\$106,250.00	\$0.00	\$318,750.00	25
Expenditure Subtotal	\$425,000.00	\$106,250.00	\$106,250.00	\$0.00	\$318,750.00	25
Before Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$106,250.00	-\$106,250.00	\$0.00	25
After Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$106,250.00	-\$106,250.00	\$0.00	25
5600 Public Works						
Expenditure						
5600 Public Works						
10-5600-0200 SALARIES	286,246.00	35,984.94	35,984.94	0.00	250,261.06	13
10-5600-0500 FICA	21,898.00	2,690.86	2,690.86	0.00	19,207.14	12
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	41,748.00	3,467.79	3,467.79	0.00	38,280.21	8
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	571.92	571.92	0.00	9,928.08	5
10-5600-0675 HRA HEALTH REIMB ACCT	9,000.00	562.50	562.50	0.00	8,437.50	6
10-5600-0700 LGERS RETIREMENT	60,198.00	7,589.15	7,589.15	0.00	52,608.85	13
10-5600-0800 401K SUPP RETIREMENT	14,312.00	1,671.81	1,671.81	0.00	12,640.19	12
10-5600-1300 STREETLIGHTS ELECTRIC	15,000.00	1,202.51	1,202.51	0.00	13,797.49	8
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	529.55	529.55	0.00	9,470.45	5
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	50,000.00	0.00	0.00	0.00	50,000.00	0
10-5600-1700 MAINT/REPAIR - VEHICLES	10,000.00	636.54	1,730.42	1,093.88	8,269.58	17
10-5600-3100 MOTOR FUELS	18,750.00	1,595.06	1,595.06	0.00	17,154.94	9
10-5600-3300 SUPPLIES	10,000.00	315.93	315.93	0.00	9,684.07	3
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	350.00	1,000.00	650.00	0.00	100

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 07/31/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5600-3600 UNIFORMS	10,000.00	174.17	2,835.22	2,661.05	7,164.78	28
10-5600-3800 TECHNOLOGY	2,000.00	488.03	488.03	0.00	1,511.97	24
10-5600-5200 PARKS	50,000.00	62.46	3,004.04	2,941.58	46,995.96	6
10-5600-5202 GREENWOOD PARK STREAM RESTORA	30,000.00	0.00	0.00	0.00	30,000.00	0
10-5600-5800 PHYSICAL EXAMS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5600-5900 MISCELLANEOUS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5600-6000 CAPITAL OUTLAY	25,000.00	0.00	0.00	0.00	25,000.00	0
10-5600-6500 STAFF DEVELOPMENT	5,000.00	130.04	858.04	728.00	4,141.96	17
40-5600-7402 CATEGORY A- DEBRIS	0.00	275,527.03	275,527.03	0.00	-275,527.03	*100
5600 Public Works Subtotal	\$686,652.00	\$333,550.29	\$341,624.80	\$8,074.51	\$345,027.20	50
Expenditure Subtotal	\$686,652.00	\$333,550.29	\$341,624.80	\$8,074.51	\$345,027.20	50
Before Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$333,550.29	-\$333,550.29	-\$8,074.51	49
After Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$333,550.29	-\$333,550.29	-\$8,074.51	49
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	159.32	159.32	0.00	840.68	16
10-5700-2200 CONTRACTS- PAVING & STRIPING	200,000.00	0.00	0.00	0.00	200,000.00	0
10-5700-2300 SUPPLIES	10,000.00	398.77	2,774.17	2,375.40	7,225.83	28
10-5700-2400 TRAFFIC SIGNS	500.00	0.00	0.00	0.00	500.00	0
10-5700-2500 STORM WATER DRAINAGE	200,000.00	0.00	0.00	0.00	200,000.00	0
10-5700-6500 STAFF DEVELOPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-7400 CAPITAL EQUIPMENT PURCHASES	30,000.00	0.00	0.00	0.00	30,000.00	0
10-5700-7500 ENGINEERING	25,000.00	17,810.60	17,810.60	0.00	7,189.40	71
10-5700-8200 DEBT SERVICE LEASES-PRINCIPAL	10,800.00	2,081.46	2,081.46	0.00	8,718.54	19
10-5700-8201 DEBT SERVICE LEASES-INTEREST	4,800.00	0.00	0.00	0.00	4,800.00	0
5700 Streets & Transportation Subtotal	\$492,100.00	\$20,450.15	\$22,825.55	\$2,375.40	\$469,274.45	5
Expenditure Subtotal	\$492,100.00	\$20,450.15	\$22,825.55	\$2,375.40	\$469,274.45	5
Before Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$20,450.15	-\$20,450.15	-\$2,375.40	4
After Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$20,450.15	-\$20,450.15	-\$2,375.40	4
5800 Sanitation & Recycling						
Expenditure						
5800 Sanitation & Recycling						
10-5800-0200 SALARIES	153,718.00	16,323.10	16,323.10	0.00	137,394.90	11
10-5800-0500 FICA	11,759.00	1,248.92	1,248.92	0.00	10,510.08	11
10-5800-0600 HEALTH INSURANCE (MEDICAL)	25,012.00	2,205.55	2,205.55	0.00	22,806.45	9
10-5800-0650 DENTAL, VISION, LIFE INSURANCE	6,300.00	337.80	337.80	0.00	5,962.20	5
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	375.00	375.00	0.00	4,125.00	8

JONATHAN

08/07/2025 11:14:47AM

Page 6 of 8

fl-RevenueAndExpenditurePortrait

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

Town of Biltmore Forest
FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5800-0700 LGERS RETIREMENT	60,198.00	3,151.86	3,151.86	0.00	57,046.14	5
10-5800-0800 401K SUPP RETIREMENT	14,312.00	746.36	746.36	0.00	13,565.64	5
10-5800-1700 MAINT/REPAIRS - VEHICLES	50,000.00	1,503.20	1,503.20	0.00	48,496.80	3
10-5800-3100 MOTOR FUELS	31,200.00	995.73	995.73	0.00	30,204.27	3
10-5800-3300 SUPPLIES	1,500.00	0.00	0.00	0.00	1,500.00	0
10-5800-3800 TECHNOLOGY	1,000.00	122.01	122.01	0.00	877.99	12
10-5800-6000 CAPITAL OUTLAY	150,000.00	0.00	0.00	0.00	150,000.00	0
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	33,750.00	1,725.96	1,725.96	0.00	32,024.04	5
10-5800-8100 RECYCLING	10,000.00	583.74	583.74	0.00	9,416.26	6
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	54,000.00	0.00	0.00	0.00	54,000.00	0
10-5800-8300 DUMPSTER FEES	26,400.00	0.00	0.00	0.00	26,400.00	0
5800 Sanitation & Recycling Subtotal	\$633,649.00	\$29,319.23	\$29,319.23	\$0.00	\$604,329.77	5
Expenditure Subtotal	\$633,649.00	\$29,319.23	\$29,319.23	\$0.00	\$604,329.77	5
Before Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$29,319.23	-\$29,319.23	\$0.00	5
After Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$29,319.23	-\$29,319.23	\$0.00	5
6600 General Government						
Expenditure						
6600 General Government						
10-6600-0401 LEGAL SERVICES	30,000.00	2,000.00	2,000.00	0.00	28,000.00	7
10-6600-1100 TECHNOLOGY	150,000.00	11,383.15	11,383.15	0.00	138,616.85	8
10-6600-1300 MUNICIPAL UTILITIES	26,000.00	2,262.12	2,262.12	0.00	23,737.88	9
10-6600-1500 GE. REPS. AND MAINT.	35,000.00	2,723.37	2,723.37	0.00	32,276.63	8
10-6600-5400 INSURANCE	131,250.00	44,166.86	44,166.86	0.00	87,083.14	34
10-6600-6000 CONTINGENCY	62,707.00	0.00	0.00	0.00	62,707.00	0
10-6600-6100 MISCELLANEOUS	5,000.00	0.00	0.00	0.00	5,000.00	0
10-6600-6200 EMERGENCY EXPENSES	5,000.00	0.00	0.00	0.00	5,000.00	0
10-6600-6201 CORPORATE WELLNESS	12,000.00	90.00	90.00	0.00	11,910.00	1
10-6600-6300 COMMUNITY EVENTS	50,000.00	10,422.17	10,729.80	307.63	39,270.20	21
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-6600-6500 FOREST MANAGEMENT	75,000.00	8,330.00	8,330.00	0.00	66,670.00	11
6600 General Government Subtotal	\$586,957.00	\$81,377.67	\$81,685.30	\$307.63	\$505,271.70	14
Expenditure Subtotal	\$586,957.00	\$81,377.67	\$81,685.30	\$307.63	\$505,271.70	14
Before Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$81,377.67	-\$81,377.67	-\$307.63	14
After Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$81,377.67	-\$81,377.67	-\$307.63	14
6700 Debt Service						
Expenditure						
6700 Debt Service						
10-6700-0500 Public Works Building-Principal	84,211.00	0.00	0.00	0.00	84,211.00	0
10-6700-0600 NCDEQ LOAN STRM REST	14,600.00	0.00	0.00	0.00	14,600.00	0

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

Town of Biltmore Forest
FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-6700-1500 Public Works Building-Interest	9,500.00	0.00	0.00	0.00	9,500.00	0
6700 Debt Service Subtotal	\$108,311.00	\$0.00	\$0.00	\$0.00	\$108,311.00	0
Expenditure Subtotal	\$108,311.00	\$0.00	\$0.00	\$0.00	\$108,311.00	0
Before Transfers Deficiency Of Revenue Subtotal	-\$108,311.00	\$0.00	\$0.00	\$0.00		0
After Transfers Deficiency Of Revenue Subtotal	-\$108,311.00	\$0.00	\$0.00	\$0.00		0
8100 Water Dept.						
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	215,843.00	21,007.60	21,007.60	0.00	194,835.40	10
30-8100-0400 PROFESSIONAL SERVICES	5,000.00	105.00	2,496.00	2,391.00	2,504.00	50
30-8100-0500 FICA	16,512.00	1,574.01	1,574.01	0.00	14,937.99	10
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	1,954.92	1,954.92	0.00	-1,954.92	*100
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	372.14	372.14	0.00	-372.14	*100
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	312.50	312.50	0.00	-312.50	*100
30-8100-0700 LGERS RETIREMENT	43,773.00	4,434.87	4,434.87	0.00	39,338.13	10
30-8100-0800 401K SUPP RETIREMENT	10,792.00	1,260.93	1,260.93	0.00	9,531.07	12
30-8100-1200 POSTAGE, PRINTING,& STATIONARY	2,000.00	549.75	549.75	0.00	1,450.25	27
30-8100-1500 GENERAL REPAIRS	10,000.00	0.00	0.00	0.00	10,000.00	0
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	0.00	0.00	0.00	15,000.00	0
30-8100-4800 WATER PURCHASES	256,748.00	21,615.64	21,615.64	0.00	235,132.36	8
30-8100-4900 SEWER PURCHASES	439,130.00	0.00	0.00	0.00	439,130.00	0
30-8100-5000 AMI TRANSMITTER FEES	9,000.00	766.36	766.36	0.00	8,233.64	9
30-8100-5700 MISCELLANEOUS	2,500.00	0.00	0.00	0.00	2,500.00	0
30-8100-6500 STAFF DEVELOPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0
30-8100-7400 CAPITAL IMPROVEMENT	84,331.00	0.00	0.00	0.00	84,331.00	0
8100 Water Dept. Subtotal	\$1,113,129.00	\$53,953.72	\$56,344.72	\$2,391.00	\$1,056,784.28	5
Expenditure Subtotal	\$1,113,129.00	\$53,953.72	\$56,344.72	\$2,391.00	\$1,056,784.28	5
Before Transfers Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$53,953.72	-\$53,953.72	-\$2,391.00		5
After Transfers Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$53,953.72	-\$53,953.72	-\$2,391.00		5



Tropical Storm Helene Recovery Planning

August 2025

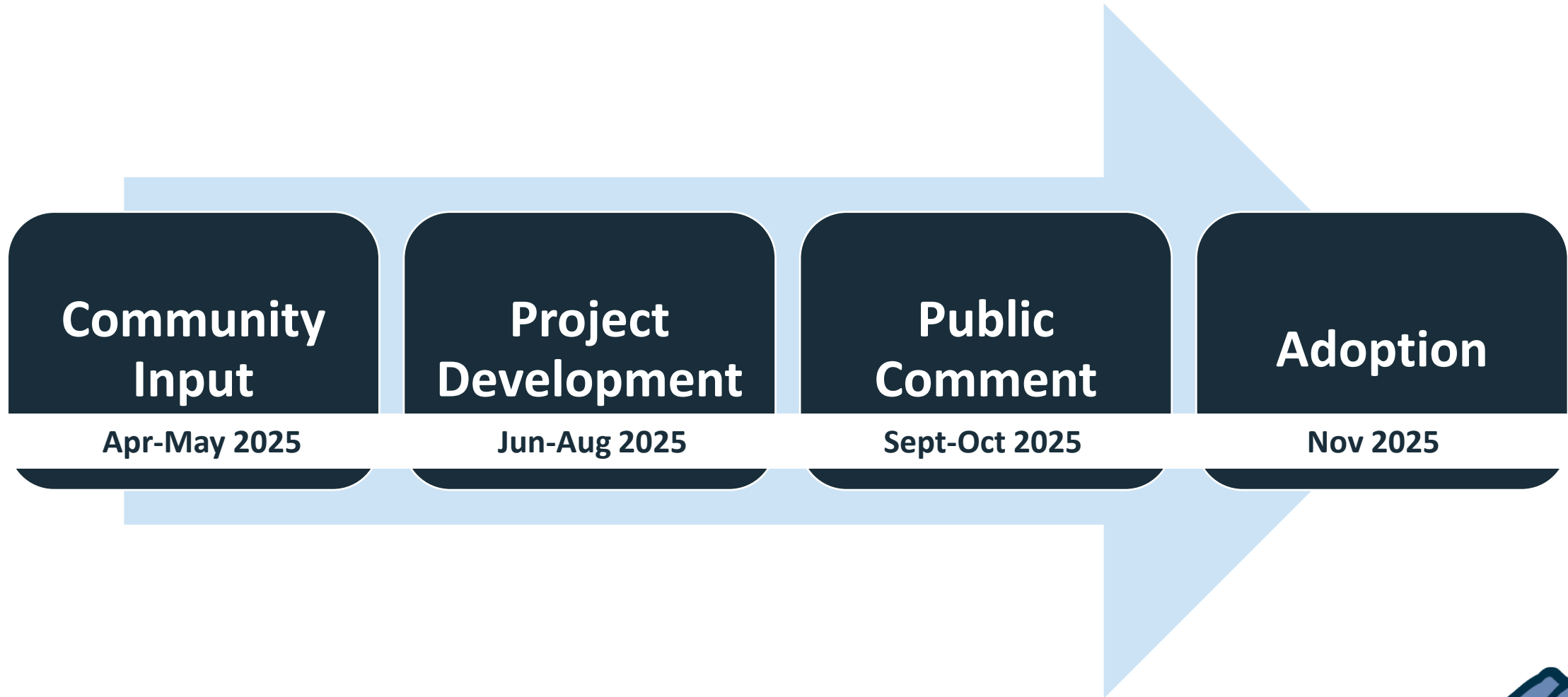


Our local approach to recovery planning

- Aligned to state & federal recovery frameworks
- Informed by other communities recovering from disasters
- Created with support from FEMA Community Assistance
- Unified plan reflective of all jurisdictions within Buncombe County while retaining independent authorities for each to approve, establish, fund & carry out projects -
 - Buncombe County
 - City of Asheville
 - Town of Biltmore Forest
 - Town of Black Mountain



Schedule



ENVISION BUNCOMBE VISUALIZA BUNCOMBE

2,622
Survey
Responses
Received

**Planning Recovery, Building Resilience,
Creating a Better Buncombe.**

*Planificando la Recuperación, Fortaleciendo la Resiliencia,
Construyendo un Buncombe Mejor.*



The Community's Top 10 Recovery Priorities

1. Investing in infrastructure: water, roads, bridges, telecommunications
2. Disaster preparedness and resiliency investments
3. Wildfire prevention
4. Floodplain management
5. Restoring streambanks
6. Rebuilding parks
7. Preserving flood-prone property from development
8. Landslide stabilization
9. Building more affordable housing
10. Funding to promote food security in food deserts or vulnerable areas



Town of Biltmore Forest: 59 responses



Draft Projects for Town of Biltmore Forest



Next Steps

- Produce a draft plan including these projects, along with projects from each of the other jurisdictions
- Release the draft plan for public comment in September
- Modify the plan based on feedback
- Bring updated plan for adoption in November/December
- Implement projects & report progress to the community



BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
AUGUST 12, 2025



Agenda Item G-2

Consideration of Order for Tax Settlement
Fiscal Year 2024-2025

Background

Pursuant to N.C.G.S. 105-373, the attached Tax Settlement must be approved by the Board of Commissioners prior to ordering the collection of taxes for the coming year. Please let me know if you have any questions regarding this settlement.



TAX COLLECTOR ANNUAL SETTLEMENT

FY 2024-2025

August 12, 2025

Pursuant to the provisions of NCGS 105-373, the following is the Tax Collector's Report of Settlement for 2024 taxes for Fiscal Year 2024-2025 as of August 6, 2025.

2024 Levy from Scroll (Real & Personal Property Tax)	3,052,429
Exemptions, Releases & Deferrals	0
Afterlist	
Public Service Companies	13,359
2024 Total Levy	3,065,788
Penalties, Cost & Interest	8,160
2024 Total Charges	3,073,948
Collected (2023 Real & Personal)	3,052,849
Uncollected (2023 Real & Personal)	12,939
Percentage of Levy Collected	99.58%
Prior Years Collected During Period	18
Overpayments/ Prepayments	18,604

List of 2024 Delinquent Taxes- Real Property

FOSS, DEBRA L	964670939100000	5,023.32
DIRX, CHRISTIAN B	964654015200000	1,342.59
KETNER, ANNE B	964660956800000	6,108.66

Total Delinquent Taxes by Year

Year	2015	2016	2021	2023
Amount	44.68	45.14	144.79	134.09

NCGS 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body as required by statute.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
AUGUST 12, 2025



Agenda Item G-3

Consideration of Order for Tax Collection
Fiscal Year 2025-2026

Background

Pursuant to N.C.G.S. 105-321, the Board of Commissioners must issue an order directing the Tax Collector to collect taxes as set forth in the Town's records. Krystal Curtis, Town Tax Collector, will send out tax notices to all property owners once the Tax Scroll from Buncombe County is provided.



ORDER OF COLLECTION

State of North Carolina
Town of Biltmore Forest

Order of the Board of Commissioners
Pursuant to NCGS 105-321 for the
Collection of 2025 and Prior Years' Taxes

To the Tax Collector of the Town of Biltmore Forest:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Administration and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Biltmore Forest, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 12th day of August, 2025:

George F. Goosmann, III
Mayor, Town of Biltmore Forest

Attest:

Laura Jacobs
Clerk, Town of Biltmore Forest

The Order of Collection shall be entered into the minutes of the governing body as required by statute (NCGS 105-321(b)).

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
AUGUST 12, 2025



Agenda Item G-4

Consideration of Agreement with Biltmore Farms regarding
Potential Claims associated with Vanderbilt Road Property

Background

For several years, the Town has reviewed the potential use of Town-owned property along Vanderbilt Road for a public works facility expansion. This expansion would allow the Town to build a new Police Department and replace the over one hundred year old building currently utilized for that purpose. Additionally, the new facility on Vanderbilt Road would provide an ability for the Town's public works department to continue providing high levels of service to residents.

The property in question along Vanderbilt Road was acquired in 1997 as part of a transaction with Biltmore Farms. The deed between the Town and Biltmore Farms included a clause requiring the Town to hold a "vote of the people" prior to any development being considered on this property. Review and analysis by subject matter experts at the School of Government and the Town Attorney's legal review have indicated this provision is not allowed by the General Statutes of North Carolina and is not enforceable.

Consideration of Deed Waiver and Agreement regarding Potential Claims

The Town, in the interest of full transparency, endeavors to conduct all proceedings with this property in the public eye as it serves the citizens of Biltmore Forest's best interests. To that end, the Town has developed the attached deed waiver and release agreement to affirmatively remove the illegal and unenforceable deed restriction from the original deed. The Town has also developed a draft agreement regarding potential claims with this property related to this deed waiver. The Town is not aware of any potential claims but believes this agreement is appropriate in conjunction with the deed waiver.

This deed waiver and release agreement does not relieve the Town of a public hearing to discuss the planned use of this property. This will occur as part of the statutory requirement for the Town to re-zone this property prior to any change in use. This re-zoning is necessary prior to the Town's use of the property for a public works facility.

Recommendation

Staff recommends approval of the attached deed waiver and release agreement and the agreement regarding potential claims.

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

STATE OF NORTH CAROLINA

**WAIVER AND RELEASE OF
RESTRICTIONS**

COUNTY OF BUNCOMBE

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

WITNESSETH:

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

WHEREAS Biltmore was the Grantor of the Town Deed; and

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

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

The [Town] Property shall not be used for any purpose except those uses permitted in the P-S Public Service District of the Town of Biltmore Forest in effect at the

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

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

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

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

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

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

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

1. Incorporation of Recitals: The foregoing recitals are incorporated herein by reference and made a part of this Waiver as though fully restated herein.

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

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

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

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

[SIGNATURE PAGES TO FOLLOW.]

TOWN OF BILTMORE FOREST

By: _____(SEAL)
Print Name: _____
Title: Mayor

Attest:

_____(SEAL)
Print Name: _____
Title: Town Clerk

* * * * *

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

The undersigned, a Notary Public of the County of _____ and the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Town Clerk of the Town of Biltmore Forest, a municipal corporation, and that by the authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Mayor, _____, sealed with its corporate seal, and attested by him/her as its Town Clerk.

WITNESS my hand and Notarial Seal, this ____day of _____, 2025.

My Commission Expires:

(NOTARIAL SEAL)

Notary Public

Print Name: _____

Biltmore Farms, LLC

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

* * * * *

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

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

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

My Commission Expires:

(NOTARIAL SEAL)

Notary Public

Print Name: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

AGREEMENT

This agreement made and entered into this_____ day of August, 2025, by and between **Biltmore Farms, LLC, a North Carolina Limited Liability Company formerly known as Biltmore Farms, Inc.** (hereinafter “Biltmore”) and **Town of Biltmore Forest, North Carolina, a municipal corporation organized and existing under the laws of the State of North Carolina** (hereinafter “Town”).

WHEREAS, Town owns that certain property described in the deed recorded in Book 1978 at Page 164 Buncombe County Registry, consisting of 10.2962 acres more or less and now having Buncombe County Parcel Identification Number 96476430100000 (“Town Property”); and

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

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

WHEREAS, Town and Biltmore have agreed, in a Waiver and Release of Restrictions recorded in Deed Book _____ at Page _____ , Buncombe County Registry (the “Waiver”), that Biltmore will waive those restrictions referred to as the Green Space Restriction and the Referendum requirement; and

WHEREAS, Town intends to proceed with the development of the Town Property for a new public works facility.

NOW, THEREFORE, the Town and Biltmore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows;

1. Incorporation of Recitals: The foregoing recitals are incorporated herein by reference and made a part of this Agreement as though fully restated herein.
2. Town, following the statutory procedures for a change in zoning classification including any required notice and public hearing, will take the steps necessary to

rezone the property to a classification which will allow the property to be developed for a new public works facility and police station for the Town of Biltmore Forest.

3. Town will defend, indemnify and hold harmless Biltmore from and against any claim or proceeding brought against Biltmore arising out of or resulting from the Waiver by Biltmore of the Green Space Restriction or the Referendum requirement.
4. Should Biltmore receive a claim or notice of a claim regarding the Waiver, it will promptly transmit such claim or notice to the Town Manager. Should Town fail to respond timely or otherwise defend, indemnify or hold harmless Biltmore against such claim, Biltmore may provide its own defense to such claim and shall be entitled to reimbursement from the Town for all costs and expenses incurred in responding to such claim, including reasonable attorneys fees.
5. This Agreement shall be governed by and under the laws of the State of North Carolina.
6. This Agreement shall be binding upon the heirs, successors and assigns of Biltmore and Town.

This Agreement was considered and adopted by the Mayor and Board of Commissioners at the Town of Biltmore Forest at a regularly scheduled meeting on August 12, 2025.

Town of Biltmore Forest

By: _____

Mayor George Goosmann

This Agreement has been Pre-Audited in the manner required by the Local Government Budget and Fiscal Control Act.

Jonathan Kanipe, Finance Officer

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
AUGUST 12, 2025



Agenda Item G-5

Ratification of Extended Agreement between the Town of
Biltmore Forest and Southern Disaster Recovery, LLC

Background

The Town entered into an agreement with Southern Disaster Recovery, LLC (SDR) shortly after Hurricane Helene devastated the region. This agreement was put into effect through the use of the State of North Carolina's pre-positioned debris removal contract. The Board of Commissioners ratified this agreement at their meeting in November 2024.

Subsequent Agreements

The Town first extended this agreement in April 2025 after the initial six month agreement neared expiration. This extension was for three (3) months. The initial extension expired at the end of July. In order to continue moving forward with our debris removal processes and in compliance with FEMA and State of NC emergency management procedures, I executed a second extension. This extension takes the Town's agreement through September 28, 2025, at which point all debris removal activities (including payments to contractors) should be concluded. In the interest of full transparency, I am requesting the Board of Commissioners to ratify this extended agreement with SDR.

Recommendation

Staff recommends approval of the attached extension agreement.



**Contract Amendment
Contract Extension**

This Contract Amendment, made and entered into this 31 th day of July, 2025, by and between **Town of Biltmore Forest, NC** hereinafter termed the "Owner", and **Southern Disaster Recovery, LLC (SDR)**, hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services (19-IFB-015120-DAD) via a Notice to Proceed

WHEREAS, as originally solicited by the State of North Carolina, the agreement expires July 31, 2025

WHEREAS, debris removal and recovery from Helene has been extensive and extended into other critical missions including Private Property Debris Removal (PPDR), Waterway Debris Removal, and Debris Reduction

WHEREAS, the State of North Carolina and the Federal Emergency Management Agency have extended the period for federal reimbursement of disaster debris removal costs to September 28, 2025

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Extend the Town of Biltmore Forest SDR Disaster Debris Removal contract to September 28, 2025.

This Amended Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.



All other terms and conditions of the original Contract Agreement remain unchanged.

TOWN OF BILTMORE FOREST, NC

SOUTHERN DISASTER RECOVERY, LLC

By: Jonathan Kanipe
Title: Mayor
Date: 07/31/2025

By: Al McClaram
Title: CEO
Date: 07/31/2025

This instrument has been
preaudited in the manner
required by the Local
Government Budget &
Fiscal Control Act

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
AUGUST 12, 2025



Agenda Item G-6

Town Flag Discussion

Background

Several months ago, Commissioner Stephens brought forth an idea from a Town resident regarding the potential creation of a flag for the Town. Former Commissioner Cogburn had presented a similar idea several years ago. Commissioner Stephens's review of the proposed flag brought forth several questions regarding the use of flags across North Carolina and subsequent discussions with a national flag associations. My research on municipal flags led me from the National League of Cities to the North American Vexillological Association (NAVA). My communication with the NAVA secretary is attached in this email.

Continued Discussion

The Board received some information regarding this idea during their June and July meetings. The purpose of this agenda item is to further review and discuss Commissioner Stephens's thoughts regarding the matter and determine if the Board wants to move forward with this process.

From: [NAVA Secretary](#)
To: [Jonathan Kanipe](#)
Subject: Re: Town of Biltmore Forest, NC - New Flag
Date: Tuesday, June 10, 2025 7:56:29 PM
Attachments: [image001.png](#)

WARNING: This email originated from outside of the Town of Biltmore Forest Network.

Jonathan—

Thanks for reaching out. I'd be happy to comment on this proposal.

The overall design is quite strong, with the three stripes in dark-light-dark and the vertical light panel at the hoist.

I assume the lamp has meaning for Biltmore Forest.

However, the items below the lamp should be removed (the flag itself means "Biltmore Forest"—would you write "United States of America" on the US flag...?)

If the lamp were more stylized, with much wider lines (see here: <https://rockybuttepreservationsociety.org/become-a-member/> for an example of one stylization), the flag would get an "A" from me! Perhaps all you need to do is fill in all the lines on the lamp.

Do let me know if I can help further, or if you'd like to involve more NAVA members as resources.

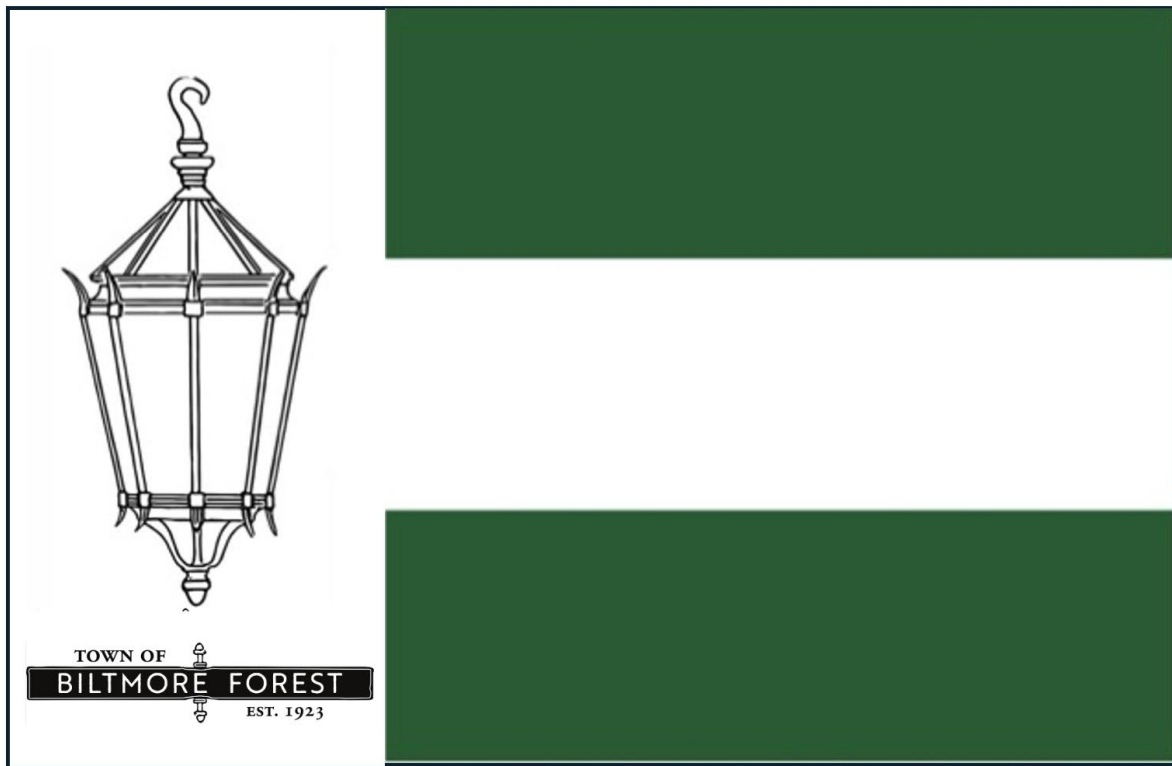
—Ted Kaye

On Tue, Jun 10, 2025 at 4:49 AM Jonathan Kanipe <jkanipe@biltmoreforest.org> wrote:

Good morning,

I was referred to your organization after looking at the National League of Cities information about flag design. The Town of Biltmore Forest, NC is currently considering the adoption of our first flag. This has yet to be a public process and is just in the nascent stages. I've reviewed some of the information from the NLC website on redesign and on your organization's website. A local resident who is in college posited this first pass below, but the Town is interested in using this as jump-off point and I thought it might be beneficial to get your thoughts from a "good city flag" perspective.

Please feel free to reach out at your convenience. I look forward to hearing from you. Thank you.



Jonathan Kanipe
Town Manager
Town of Biltmore Forest
(828) 274-0824
jkanipe@biltmoreforest.org