

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, October 14, 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 September 9, 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. Consideration of Proclamation Declaring October 2025 as Domestic Violence Awareness Month

H. Public Hearing regarding ZTA 2025-02

I. New Business

1. Consideration of Ordinance 2025-05 – An Ordinance to Amend the Town of Biltmore Forest Zoning Ordinance
2. Consideration of Resolution 2025-12 – A Resolution Declaring Certain Town Personal Property as Surplus

3. Consideration of Resolution 2025-13 – A Resolution to Approve a Municipal Accounting Services, Cybersecurity, and Technical Assistance Memorandum of Agreement

J. Adjourn

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS
OF BILTMORE FOREST HELD SEPTEMBER 9, 2025

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

Roll call taken by the Clerk:

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

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

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

The Pledge of Allegiance was conducted.

CONSENT AGENDA

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

PUBLIC COMMENT

Ms. Martha Barnes, a resident of Chauncey Circle and a Buncombe County Master Gardener for 12 years, addressed the Board regarding Japanese stilt grass, which she referred to as "Japanese stealth grass." She explained that it is classified as a severe threat invasive plant in North Carolina. Ms. Barnes described how the grass grows into a tangled mat about three feet tall and can cover large areas, similar to kudzu but targeting the forest floor instead of trees. She noted that a single

plant can produce a thousand seeds that remain viable for 4-5 years and self-fertilize.

Ms. Barnes advised that September through October is when stilt grass drops its seeds, but residents can mitigate the problem by removing the plants now. For small patches, she recommended simply pulling up the plants, while for larger areas, using a weed eater to cut off the tops would be effective. She cautioned against disturbing plants that have already developed seed pods to avoid spreading seeds further.

Ms. Barnes emphasized that removing invasive plants is more important than planting native plants, as mother nature will deposit beneficial seeds once invasives are removed.

DEPARTMENTAL REPORTS

Skyland Fire Department was unable to present their monthly report today.

Chief Chris Beddingfield gave his report for the Police Department. Chief Beddingfield reported 873 calls for service for the month, noting that call volume has consistently increased to between 800-900 calls monthly. He highlighted a large multi-agency traffic enforcement operation over Labor Day weekend that involved seven agencies, resulting in 75 charges, multiple arrests, drug seizures, and firearm seizures in the area around Hendersonville Road and the Parkway.

Chief Beddingfield reported that the department completed its in-car camera project, with all patrol vehicles now equipped with license plate readers that automatically scan and record license plates of passing vehicles. He mentioned a significant vehicle crash within town limits involving a driver with a blood alcohol level of 0.31, nearly four times the legal limit.

Mayor Goosmann commended the department's multi-agency operation.

Public Works Director, Mr. Harry Buckner reported that the Public Works Department had worked on several road shoulder projects addressing erosion issues at the top of Cedar Hill Drive. The department also completed drainage work in the park and at the intersection of Brookside Road and Southwood Road.

Mr. Buckner mentioned that the department submitted the required annual solid waste report to the state of North Carolina. He noted an ongoing trend of decreasing recycling rates and increasing garbage collection, speculating that bear issues might be contributing to this trend as residents may prefer to have only one container that bears might access rather than two.

Mr. Buckner reported that the brush collection truck had experienced a mechanical failure but should be back in service within the next day or two. The department is currently halfway through the route. He also mentioned upcoming deferred maintenance on the water system, including replacing water meter boxes and helping residents with new irrigation meters.

Mr. Buckner concluded by reporting that the Temporary Debris Management Site (TDMS) was ready for closure, which would complete the Town's interaction with emergency management aside from receiving reimbursement funds.

Commissioner Stephens complimented the work done on the Brooklawn Park Trail.

Town Planner Mr. Tony Williams gave the Planning report for the Town. Mr. Williams reported 122 land use conferences, 7 notices of violation, 27 resolved violations or complaints, 2 new complaints, 23 plan reviews, 2 Board of Adjustment matters, 6 permits issued, and 2 zoning clearance letters for the month.

When asked by Commissioner Tarleton if 122 conferences was normal, Mr. Williams confirmed that it had become the usual number lately.

Mr. Jonathan Kanipe gave the Town Manager's report. Mr. Kanipe reported that a \$2.5 million reimbursement request was in process through FEMA, which would go to the State before being distributed to the Town. He anticipated another \$2.5 million request after that, bringing the total outstanding reimbursement to approximately \$5 million. He noted the Town had received about \$500,000 the previous Friday for the first portions of the PPDR work.

Mr. Kanipe mentioned he was working on financing discussions for a new knuckle boom truck and would bring that information to the Board once available.

Mr. Kanipe reminded everyone about the Helene commemoration event scheduled for September 27th at Town Hall. Residents had received postcards inviting them to the event, with RSVPs requested to plan for refreshments. He encouraged submission of photos, videos, and stories from the hurricane experience and noted that all Board members would be saying a few words at the event around 5:15 PM.

Board Member Reports

Commissioner Tarleton reported on the MSD (Metropolitan Sewerage District) meeting held on August 20th, which featured a presentation about upcoming projects, none of which involved Biltmore Forest. He also mentioned a meeting of what was formerly known as the tree committee, now possibly called the "stewards of woods committee," where Japanese stilt grass was discussed along with other matters. He commended Ms. Janet Whitworth and committee members for their commitment and noted that kudzu had been identified in Biltmore Forest, which would need to be addressed.

Commissioner Stephens added information about the tree committee, explaining that it was part of the Town's effort to become a Tree City USA. He expressed excitement about the passionate people involved and the goal to have regular committee meetings with quarterly educational events featuring organizations like Eco Foresters, Raven Invasive Removal, and Bee City. He hoped residents would learn from the Town's example of removing invasives and managing their properties to contribute to the ecosystem.

Commissioner Stephens also reported on the French Broad River Metropolitan Planning Organization meeting, which he attended via Zoom. The meeting was uneventful, focusing on standard transportation project issues. He acknowledged the annual barbecue held three weeks prior for municipal elected officials and staff, mentioning that the governor had attended.

NEW BUSINESS

Presentation of AT&T Fiber Underground Project. Mr. Chuck Green, Director of Government Affairs for AT&T North Carolina, and Mr. Billy Black presented AT&T's plan to deploy fiber optic service in Biltmore Forest. Mr. Green explained that AT&T is transitioning from copper to fiber technology by 2029, with plans to replace copper facilities with 5 gb fiber service in Biltmore Forest.

Mr. Green noted that AT&T had attempted to coordinate with Duke Energy during their trenching work but was unable to reach an agreement with Duke's contractor. He explained that the hurricane damage to copper infrastructure had accelerated AT&T's timeline for fiber deployment in the town.

Mr. Billy Black, who serves as project manager for Haywood and Buncombe counties, detailed plans to place fiber along roads in buried conduits to minimize impact. He explained that AT&T had worked with other utilities to identify pinch points and was prepared to address challenges with the tight easements in town. Mr. Black estimated the project would take about 180 days from approval and would be done in two phases, likely running simultaneously.

They also addressed questions about coordinating with other utilities, working around existing infrastructure, and managing the transition from copper to fiber. They explained that once fiber is installed, customers would be encouraged but not forced to migrate from copper to fiber service.

Commissioner Stephens expressed support for the project, noting it was what residents wanted and that AT&T appeared to know how to execute it effectively. Mr. Jonathan Gach and Mr. James Abraham spoke in favor of the project, with one specifically praising Billy Black's expertise and approach.

Commissioner Loomis moved to cooperate with AT&T to let them get the fiber optic underground. Commissioner Tarleton seconded the motion. The motion was approved unanimously.

Next, Consideration of Resolution 2025-10-Acceptance of State Cashflow Loan #3. Mr. Kanipe explained that this would be the third state cash flow loan related to Hurricane Helene. The first loan was for \$1,028,098.10, the second for \$678,460.43, and this third loan would be for \$657,303.19, bringing the total to approximately \$2.5 million received from the state since April. These are zero-interest loans that the Town intends to repay once FEMA reimbursements are received, though there is hope the state legislature might eventually convert them to non-repayable loans.

Commissioner Tarleton made a motion to enter into the agreement with the Department of State Treasurer regarding this loan and adopt the resolution shown as Attachment A to approve Round 3 funding. Commissioner Loomis seconded the motion. The motion was unanimously approved.

The next topic of discussion Police Department/Public Works Facility Construction development update. Mr. Kanipe discussed the approach for moving forward with the Police and Public Works facility project. Following the Board's approval of a waiver with Biltmore Farms last month, Mr. Kanipe recommended proceeding with a Zoning Text Amendment rather than a rezoning to allow public facilities in the PS (Public Service) district.

Mr. Kanipe explained that this approach would still require a Public Hearing and Planning Board review, maintaining transparency while being more straightforward than a full rezoning. Mr. Kanipe also noted that Town Ordinance 153.003 actually exempts the Town from its own Zoning Ordinances on Town-owned property or contractually obligated services, providing a second justification for proceeding.

Commissioner Tarleton suggested modifying the language from "public facility" to "municipal facility" or "town-owned facility" to clarify that it would only apply to Town facilities, not any public facility. Mr. Kanipe agreed with this recommendation.

The Board reached consensus to proceed with the Zoning Text Amendment approach, which would go to the planning commission at the end of the month before coming back to the Board for a Public Hearing in October.

Consideration of Agreement with DP3 Architects. Mr. Kanipe presented an agreement with DP3 Architects for the Police and Public Works facilities. The fee would be \$1,188,000, which is 8.5% of the estimated project cost. This covers everything from developing an RFQ (Request for Quote) for a construction manager at risk through final construction and sign-off. Mr. Kanipe noted that DP3 had provided a proposed timeline for starting the bidding process for the construction manager at risk, with a virtual meeting with interested applicants on September 20th and recommendations to the Board by November.

Mr. Kanipe explained that using a construction manager at risk approach brings a contractor into the process early to help fine-tune designs and provides a guaranteed price, with the contractor assuming risk for cost overruns.

Commissioner Stephens made a motion to approve the agreement with DP3 Architects. Commissioner Loomis seconded the motion and was unanimously approved.

Consideration of Ordinance 2025-4-An Ordinance to Amend the Town Code. Mr. Kanipe presented a draft ordinance prohibiting the feeding of wild animals, specifically targeting those who feed bears in town. He explained that while the Town had discouraged bird feeders because they attract bears, they had never prohibited them, and this Ordinance would continue to allow bird feeding.

Mr. Kanipe cited a recent incident where an elderly couple was buying high-quality sushi and pallets of bird seed to feed bears, which the Police Department addressed by asking them to stop. Having this Ordinance in place would provide specific regulations to prevent such activities.

Commissioner Tarleton suggested several grammatical and formatting corrections to the Ordinance text, including changing "governing the town limits" to "governing activity within the town limits," removing "continually" from a split infinitive, and adding quotation marks around the defined term "danger."

Commissioner Loomis moved to adopt the Ordinance as amended with punctuation corrections. Commissioner Tarleton seconded the motion. The motion passed unanimously.

Consideration of Resolution 2025-11-An Ordinance Declaring Surplus Personal Property. Mr. Kanipe presented a request to surplus several Police Department items, including two patrol vehicles with over 100,000 miles, a base radio system, an LED light bar, ten in-car camera systems, and miscellaneous police vehicle equipment. These items would be sold on GovDeals, with proceeds going to the general fund, typically offsetting Police Department supplies or new vehicles.

Mayor Goosmann asked for a motion for Resolution 2025-11 and the surplus auction. Commissioner Loomis moved to approve Resolution 2025-11. Commissioner Tarleton seconded the motion and was unanimously approved.

The meeting was adjourned at 5:53pm.

The next meeting is scheduled for Tuesday, October 14th at 4:30pm.

ATTEST:

Laura Jacobs
Town Clerk

George F. Goosmann, III
Mayor

Biltmore Forest Valley Springs Station

Incident Response

September 2025

Incident Type (NFIRS)

251 - Excessive heat, scorch burns with no ignition	1
311 - Medical assist, assist EMS crew	11
320 - Emergency medical service incident, other	1
321 - EMS call, excluding vehicle accident with injury	2
324 - Motor vehicle accident with no injuries.	3
553 - Public service	1
554 - Assist invalid	1
622 - No incident found on arrival at dispatch address	1
700 - False alarm or false call, other	1
745 - Alarm system activation, no fire - unintentional	6
Total	28

Respectfully Submitted,

Trevor C. Lance

Chief Trevor C. Lance
Skyland Fire Rescue

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



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

**Biltmore Forest Police Department
October 14th, 2025
Commission Report
September 2025 Data**

Total Calls for Service:

851 (873 last month)

Arrests:

0-Felony Arrests

7-Misdemeanor Arrests- Five Driving While Impaired, One out of Jurisdiction Warrants, and One Drug Paraphernalia arrest all from traffic stops.

Citations:

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

Time Consumption Summary:

Approximations:

Business Checks- 6 hours

House Checks- 4 hours

Radar Operation- 4 hours

Vehicle Crash Investigation- 1 hours

Notable Calls and Projects

Several bear calls for the month, several questions about the new ordinance related to feeding of wildlife.

We had a telecommunicator resign, hoping to fill that slot soon.

The department completed all state mandated continuing education and in-service training for 2025. Sworn officers must complete 24 hours of classroom training each year in addition to the yearly firearms qualification. We also have federal mandated training that each officer must complete. Non-sworn telecommunicators must complete 17 hours of in-service training each year. There are other mandated trainings required by our I.T. provider and the NCLM. Our employees spend a tremendous amount of time completing these requirements.

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

September 2025 Calls for Service

BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
ABANDONED VEHICLE	2	0.24%
ALARM	11	1.29%
ANIMAL CONTROL	11	1.29%
ASSIST MOTORIST	4	0.47%
ASSIST OTHER AGENCY	15	1.76%
BICYCLIST VIOLATION	1	0.12%
BOMB THREAT	1	0.12%
BUSINESS CHECK	422	49.59%
CRIME PREVENTION	29	3.41%
DEBRIS IN ROADWAY	4	0.47%
DEPARTMENT OTHER	7	0.82%
DISTURBANCE	1	0.12%
FIRE	1	0.12%
FOLLOW UP	2	0.24%
FOLLOW-UP INVESTIGATION	1	0.12%
FRAUD	1	0.12%
HOUSE CHECK	117	13.75%
IMPAIRED DRIVER	1	0.12%
IMPROPER PARKING	3	0.35%
JUVENILE ISSUE	2	0.24%
MEDICAL EMERGENCY	12	1.41%
ORDINANCE VIOLATION	6	0.71%
PUBLIC ASSIST	14	1.65%
RADAR OPERATION	8	0.94%
ROAD BLOCKED	2	0.24%
SEARCH WARRANT	1	0.12%
SPECIAL ASSIGNMENT	1	0.12%
SPECIAL CHECK	2	0.24%
SUSPICIOUS PERSON	9	1.06%
SUSPICIOUS VEHICLE	11	1.29%
TALK WITH OFFICER	10	1.18%
TEST CALL	1	0.12%
TOWN HALL BUSINESS	2	0.24%
TRAFFIC STOP	122	14.34%
TREE DOWN	1	0.12%
TRESPASSING	1	0.12%
VEHICLE ACCIDENT	4	0.47%
WATER LEAK	4	0.47%
WELFARE CHECK	4	0.47%
Total Records For BILTMORE FOREST POLICE DEPARTMENT	851	Group/Total 100.00%
Total Records	851	

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

October 9, 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 September:

- Collected 37.84 tons of garbage.
- Diverted 14.51 tons (estimated) of recycled goods from garbage.
- Picked up 30 loads of brush (approximately 810 cubic yards) over 9 days.
- Responded to 58 total utility locate requests, comprised of 46 new requests and 12 updates.
- The Town Arborist visited 20 properties in August, approving 36 trees for removal and requiring 17 replacements.
- Completed daily chlorine residual tests across town and the required two (2) bacteriological and disinfection byproduct tests. All tests were passed.
- Used the Beacon/Badger Meter automated meter reading system to monitor water leaks daily and attempted to contact residents of suspected leaks.
- We continued to perform litter pick-ups as needed, focusing on the entrances.

Miscellaneous Activities for September

- Staff continue to service our fourteen (14) dog waste stations.
- A mechanical failure on the brush truck delayed the start of the North Route this month until September 22nd instead of September 15th. Normal brush collection began on the South Route on September 30th and concluded on October 7th.
- The final brush collection for the year will occur on the North Route beginning October 15th. Leaf only collection will begin November 1st, running continuously through January 15th, 2026.
- Staff have used and will continue to use the tractor and blower to keep the roads clear of debris.
- Our department continues to mow all public spaces weekly. We anticipate the schedule to reduce beginning this month as cooler weather moves in.
- Our team replaced multiple water meter boxes and performed water system maintenance activities at multiple locations on Westwood Road, Cedar Chine, Cedar Hill Drive, and Vanderbilt Road.

- I authorized our guardrail contractor to replace the damaged metal guardrail at the bridge near the intersection of Eastwood Road and Hilltop Road, as well as the wooden guardrails on Arboretum Road Greenwood Place. We do not have an anticipated start date at this time.
- We are continuing to monitor and clean storm drain inlets throughout town.
- Our team has prepared the damaged lamp post footings at 15 Ridgefield Place and at the intersection of Greenwood Road and Greenwood Place for replacement.
- The outside contractor completed testing of 123 backflow devices this year.
- Supervisor Dale participated in the kick-off meeting of the tree committee on September 4th, and a second meeting on October 1st.
- I attended the annual Civic Fellows alumna event on September 25th and 26th at the UNC School of Government in Chapel Hill.
- Manager Kanipe and I attended the North Carolina ArcGIS Users Group conference on October 1st through October 3rd. There were several very interesting presentations on GIS system usage to assess the impact of Hurricane Helene on our region.

Larger/Capital Projects Updates

Buncombe-Madison Regional Hazard Mitigation Plan (HMP) Update

- At the request of Manager Kanipe, I represented the Town of Biltmore Forest at the Stakeholder Kickoff Meeting for the Buncombe-Madison Regional Hazard Mitigation Plan (HMP) Update on September 30th.
- The last HMP for Buncombe and Madison County was prepared in 2021, and FEMA requires the plan to be updated every five years. The 2021 plan can be viewed at <https://www.ncdps.gov/media/13258/open>.
- There were fifty-nine (59) representatives at the meeting from a wide variety of stakeholders: North Carolina Emergency Management (NCEM) and their consultant, Buncombe and Madison counties, the municipalities and fire districts within those counties, and agencies within those units such as Buncombe County Schools and the City of Asheville Water Department.
- NCEM oversees the plan review and approval process, and supports jurisdictions by reviewing draft plans for accuracy and federal compliance, submitting them for FEMA approval, and coordinating adoptions before final submittal to FEMA.
- The local jurisdictions' responsibilities are to invite stakeholders, participate in meetings, provide input, and review draft plans. They also present the adoption notice for approval by local or county boards.
- The consultant's role is facilitating meetings, researching and updating all sections of the Plan, coordinating input, and submitting drafts for review. The contractor also manages the coordination of adoptions and submission of the final plan.
- The group's next meeting has not been scheduled at this time, but the project website can be viewed at <https://storymaps.arcgis.com/stories/c7ece820a57c4698a9ed87b73e232ca3>.

Hurricane Helene Response

- We officially concluded all storm debris removal as of August 25, 2025.
- The TDMS site was officially closed and accepted on September 12th.
- The final debris removal numbers are as follows:
 - approximately 373,600 cubic yards from our twenty-two miles of public rights-of-way
 - over 10,390 cubic yards from the Private Property Debris Removal (PPDR) program
 - over 11,370 cubic yards from within Town owned property
 - over 6,960 cubic yards from waterways throughout Town
- This collected debris has been converted into approximately 163,760 cubic yards of wood chips that were repurposed as bagged mulch at a facility in Waynesville, North Carolina.
- And approximately 3,950 tons of chips have been disposed of at a landfill in Haywood County.
- This is last update provided within the monthly Public Works report.

Streetlight LED Conversions and Service Upgrades

- All streetlights were inspected for operation on 10/07/2025.
- A total of nine (9) streetlights are structurally damaged or destroyed. Seven (7) of the nine (9) have been removed and are at Public Works awaiting replacement or repair.
- Out of the 66 total lamps, twenty (20) are not functioning currently. This includes the nine (9) damaged or removed lamps.
- The camera system is functional except for the following locations:
 - Stuyvesant Rd. and Parkway Rd. (Pole removed due to damage)
 - 15 Ridgefield Place (Pole removed due to foundation damage)
 - Vanderbilt Rd. and Busbee Rd., SE Corner (Pole removed due to damage)
- We have placed an order for a new, custom designed streetlight sample similar to the existing historic streetlights from a vendor in Alabama. We do not have an update on the delivery, but did receive some photos of the pole under construction.
- We have temporarily stored the streetlight and camera from 15 Ridgefield at the Town Hall Complex, and removed the broken lamp foundations there and at the Greenwood Road - Greenwood Place intersection in anticipation of their replacement.
- The two new foundations are formed and awaiting concrete to be poured.

Brooklawn Park Clean-up and Trail Construction

- We received the third quarter update from Jennings Environmental on October 1st. The project is at 75% complete, and the consultant is refining the potential project list and developing concept plans for 5 priority project sites to review with us this Fall.
- We continue to keep the walking path open by string trimming and spraying weeds along the walking trail.

- Trail repairs have been rescheduled for October. 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.
- Mowing and string trimming is continuing as needed.

Anticipated October Activities

- Staff will complete the required daily chlorine, monthly bacteriological, and quarterly disinfection byproduct sampling.
- The final brush collection for the year will occur on the North Route beginning October 15th. Leaf only collection will begin November 1st, running continuously through January 15th, 2026. We have negotiated with the Biltmore Estate for them to take our leaves at no cost this year. This will save a considerable amount of money for the Town in terms of both direct disposal costs and efficiency savings by being closer than our current disposal option.
- We will continue mowing and maintenance activities in all public spaces as needed as we move into the winter months.
- We will be refreshing the mulch beds at the Town Hall complex and median areas, Greenwood and Rosebank Parks, and the Busbee Triangle areas this month.
- We will assist Ms. Jacobs with the bi-monthly water billing cycle in October.
- All-American Electric will be performing electrical system maintenance on the fuel pumps early this month, and we plan to scope some streetlight maintenance projects later in the month.
- We are continuing to monitor and mow road shoulders as appropriate.
- We anticipate the damaged metal guardrail at the bridge near the intersection of Eastwood Road and Hilltop Road and the wooden guardrails on Arboretum Road Greenwood Place to be replaced in October or November. We do not have a firm start date at this time.
- Our annual road striping project will be performed this month.
- We anticipate repairing the streetlight near 394 Vanderbilt this month.
- We expect to replace the streetlights at 15 Ridgefield and the intersection of Greenwood Road and Greenwood Place this month.

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

BOARD OF COMMISSIONERS MEETING STAFF MEMORANDUM

October 14, 2025



AGENDA ITEM E4

Town Planner's Monthly Report

Recurring

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

Monthly Breakdown

- Review of potential subdivisions: 0
- Land use conferences virtual/on site: 143
- Notice of violations verbal/written: 1
- Resolved violations/complaints: 4
- Complaints: 1
- Plans reviewed: 29
- Plans reviewed for BOA: 2
- Zoning permits issued: 7
- Demo permits issued: 0
- Zoning Clearance letters issued: 4

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

October 14, 2025



AGENDA ITEM E-5

TOWN MANAGER'S MONTHLY REPORT

Police Department/Public Works Building Process

The Board approved a design agreement with DP3 Architects at last month's Board meeting. Staff participated in a kickoff event with DP3 prior to beginning our construction manager at risk (CMAR) selection process. The CMAR process involves a Request for Qualifications (RFQ) with submissions due to the Town on Friday, October 24. The Town held a pre-submission conference with interested contractors on Friday, October 3 and we had participation from (9) interested firms. I am excited about the process and seeing what qualifications are submitted to the Town on October 24. I have attached a full copy of the RFQ to this memorandum for the Board's information and to see the process under which selection will occur.

FEMA Reimbursement Process

The Town continues to work with our FEMA debris specialist to submit our reimbursement requests. My estimate shows that we are due reimbursements of nearly \$3.8 million, with the Town having just over \$400,000 in invoices remaining from the debris contractor. We are working to process these reimbursement requests through FEMA as quickly as possible on our end.

Buncombe County Helene Recovery Plan

The County's recovery plan was released in early September for public feedback and review. The plan is lengthy and may be found at this link to review in its entirety: <https://buncombeconc.portal.civicclerk.com/event/52/files/attachment/1312>

The Town and the other municipalities in the County participated in this work to create a long term and lasting vision for the Town's recovery and overall County recovery. I anticipate the full recovery plan being presented to the Board of Commissioners in November or December for approval and ratification.

Revised Agreement with Buncombe County for Municipal Elections

Buncombe County provided the Town a revised agreement for conducting municipal elections on our behalf and on behalf of all other municipalities in the County. There is an existing resolution in place authorizing the County to conduct elections on the Town's behalf, and this revised agreement simply codified recent changes to state election law. I have attached a copy of the agreement for the Board's information.

REQUEST FOR CONTRACTOR QUALIFICATIONS FOR
Town of Biltmore Forest
New Police Department & Public Works
Campus
Construction Management at Risk (CMAR) Firm | RFQ No. 2025-0001

Project: New Police Department and Public Works Campus
Biltmore Forest, NC

Owner: Town of Biltmore Forest
355 Vanderbilt Road
Biltmore Forest, NC 28803

RFQ Contact: Town of Biltmore Forest
Jonathan Kanipe, Town Manager
355 Vanderbilt Road
Biltmore Forest, NC 28803
(828) 274-0824
jkanipe@biltmoreforest.org

Project Architect: DP3 Architects, Ltd.
Kyle Tonkins, AIA - Project Architect
15 S. Main Street, Suite 400
Greenville, SC 29601
(864) 232-8200
Ktonkins@dp3architects.com

Expected Start of Construction: July 2026

Current Project Budget: \$11,500,000

Pre-Submittal Conference: 10:00 AM, Friday, October 3, 2025
Email project architect listed above with a list of names and emails for requested attendees by no later than 04:00 PM on Thursday, October 2, 2025. Virtual meeting invitation to be distributed by list.

Submission Deadline: 12:00 PM, Friday, Oct. 24, 2025
Biltmore Forest Town Hall
355 Vanderbilt Road
Biltmore Forest, NC 28803

INTRODUCTION AND PURPOSE

The Town of Biltmore Forest (Owner) is soliciting Qualifications from interested Contractors for Construction Manager At Risk (CMAR) services in connection with construction of new Police Department Headquarters to be located on the existing Town Hall Complex at 355 Vanderbilt Road in Biltmore Forest, NC, and for the new Public Works Facility to be located on the 10.3 acre parcel southeast of the intersection of Vanderbilt Road and Old Sawmill Road. Work will be performed in three phases as follows:

Phase 1 – Construct new Public Works Campus (New building and associated site development).

Phase 2 – Demolish existing Public Works shed on the Town Hall site and construct the new Police Department building.

Phase 3 – Demolish the existing Police Department building and construct new parking lot. Additional renovations may be made to the Town Hall building during this time.

See Exhibit A: Biltmore Forest Police Station Conceptual Design Package dated September 08, 2025 and the Biltmore Forest Public Works Conceptual Design Package dated September 08, 2025 (Option 1 – North) prepared by DP3 Architects, Ltd.

Persons and/or firms interested in providing the services must prepare and submit Qualifications in accordance with the procedure and schedule in this RFQ. The Owner will review Qualifications only from those firms that include all of the information required to be included as described herein (in the sole judgment of the Owner). The Owner will consider Qualifications only from individuals, firms, or organizations that have demonstrated the capability and willingness to provide professional services as required by the Owner.

Construction Procurement Method

It is the intention of the Owner to select a Construction Manager/General Contractor at Risk (CMAR) to assist the Owner/Architect in pre-construction and construction phase services for this project.

The services to be performed by the CM as related to activities will include, but are not limited to cost estimating and phasing, permitting/process planning and coordination of the subcontractor/vendor solicitation and pre-qualification, projection of construction cost and cash flows.

Upon completion of pre-construction services of the project, the Owner will have the option to amend the contract in which the scope of construction services and a construction cost for the construction phase of the project will be determined.

CONTACTS, REGISTRATION, QUESTIONS, AND RFQ SCHEDULE

Contacts

Registration to reflect interest in this request and to receive updates is addressed in paragraphs below. All notices and communications relating to this project shall be directed to the RFQ Contact indicated on the cover page.

Register, Obtain Request and Receive Amendments

Please register your interest with the RFQ Contact. If an amendment is issued, it will only be provided to all who have registered. It is desired that all correspondence related to this RFQ be provided electronically. Please ensure that a valid e-mail address is provided in addition to other contact information.

Questions Prior to Submittal of Response

Should a Respondent have questions regarding this RFQ of any part thereof, they must request clarification in writing via electronic communication to the Owner by the calendar deadline noted in this RFQ. This request may result in the issue of a written Addendum to the RFQ. Any questions that arise must be submitted in writing via electronic mail or fax and directed to the Architect as noted in this RFQ. The interested party must confirm any telephone conversations in writing via electronic mail or fax. Questions that arise may be of a general nature or of a nature that will require a written amendment to this RFQ. If a question is already addressed in this RFQ, the interested party will be referred to the appropriate section. All parties that have registered for this RFQ will be provided a copy of any written amendment to this RFQ. The decision as to whether or not an amendment is necessary is a decision made by the Owner.

All written questions related to the proposal submittal should be forwarded via electronic mail or fax on or before the stated deadline to allow time for a response or written amendment to this RFQ to be provided to all interested and registered parties. Questions received after this time will not be addressed.

Schedule

The RFQ and contract term and work schedule set out herein represent the Owner's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date of the response, is delayed, the rest of the schedule will be shifted accordingly. The anticipated and desired schedule of events for contract(s) resulting from this response follows:

- PROJECT ADVERTISEMENT: Sept. 25, 2025
- NON-MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE:
10:00 AM, Oct. 3, 2025
- DATE PROPOSAL QUESTIONS DUE: 12:00 PM, Oct. 10, 2025
- RESPONSES TO FINAL QUESTIONS PROVIDED: 12:00 PM, Oct 17, 2025
- DATE QUALIFICATIONS DUE: 12:00 PM, Oct. 24, 2025
- COMMITTEE REVIEW AND SELECTION OF FIRMS: Week of Nov. 3, 2025

SCOPE OF WORK AND SERVICES

The outline scope of services below is meant to give Firms an outline of the minimum services required for this project.

A. PHASE 1 – PRE-CONSTRUCTION SERVICES

1. BUILDING DESIGN

- Develop 100% Schematic cost estimate and schedule;

- Develop 50% Construction Document cost estimate and schedule; Reconcile cost differences from Previous Phase.
- Develop 100% Construction Documents cost estimate and schedule; Reconcile cost differences from Previous Phase.
- Develop material for public presentations; assist with presentations.
- Regularly attend meetings with the Owner and Architect prior to construction and consult with the Owner and the Architect regarding site use, site improvements and selection of building materials.
- Develop a provisional and final CPM schedules indicating methods and sequencing of procurement, permitting, construction and closeout of project. Include time requirements for sequences and durations, milestones dates for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery schedule of materials or equipment requiring long-lead time procurement, project procurement schedule, and installation and construction completion. Include critical milestone dates for Owner procured and installed fixtures, furnishings and equipment. Provide periodic updates of project schedule for Architect's review and Owner approval.
- Perform a "constructability" review of the design documents at each phase of design.
- Provide detailed construction cost estimates, to achieve the Owner's budget (to be sorted by trade bid packages).
- Assist with final selection of systems and products by providing market intelligence to Architect.

2. GUARANTEED MAXIMUM PRICE

- Develop a Guaranteed Maximum Price (GMP) document at 50% construction documents that minimizes the use of allowances or plug numbers.
- Reconcile schedule and cost with Architect and Owner against pre-established budget and schedule.
- Develop Final Guaranteed Maximum Price document.

B. PHASE 2 – CONSTRUCTION SERVICES

1. CONSTRUCTION PHASE

- Maintain on-site staff for construction management.
- Establish and maintain coordinating procedures.
- Develop and maintain a detailed cost-loaded schedule (CPM) including delivery, approvals, inspection, testing, construction and occupancy.
- Conduct and record job meetings.
- Prepare and submit change order documentation for approval of the Architect and Owner.
- Maintain a system for review and approval of shop drawings, samples and product data, to ensure compliance with drawings and specifications.

- Maintain records and submit formal progress and monthly reports to Architect and Owner.
- Manage and maintain quality control systems and ensure conformity to plans and Specifications.
- Develop a system and provide cost control through periodic progress payment reviews and verifications according to the approved schedule and contract amounts.
- Develop and maintain as-built drawings for the duration of the Project.
- Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and the Owner's final acceptance.
- Coordinate and monitor the resolution of remaining "punch-list" items to the satisfaction of the Owner.

2. PROJECT CLOSEOUT/WARRANTY

- Submit record drawings for approval of the Architect and the Owner.
- Receive, record and address all warranty issues.
- Resolve all warranty issues to the satisfaction of the Owner.

RESPONDENT AND PROPOSAL REQUIREMENTS

The CMAR will be selected through a qualifications-based selection process. Firms interested in providing CMAR services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

- a. Past performance;
- b. Ability of professional personnel;
- c. Demonstrated ability to meet time and budget requirements;
- d. Location;
- e. Recent, current, and projected workloads of the firm(s);
- f. Creativity and insight related to the project; and
- g. Related experience on similar projects.

The proposal shall be signed and properly executed. The Owner reserves the right to reject either all qualifications after the opening of the qualifications but before award, or any proposal, in whole or part, when it is in the best interest of the Owner. For the same reason, the Owner reserves the right to waive any minor irregularity in a proposal.

Firms must possess all licenses required by North Carolina law, including, at a minimum, an unlimited general contractor's license in the building classification and shall submit proof of current licensing with their proposal.

Firms should give specific attention to the identification of those portions of their qualifications which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the Owner under North Carolina public records laws. Firms must clearly indicate each and every section that is deemed to be confidential, proprietary

or a trade secret as required by statute. It is NOT sufficient to preface your entire proposal with a proprietary statement.

Firms mailing Statement of Qualifications shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Statement of Qualifications or unsolicited amendments to Statement of Qualifications arriving after the due date and time will not be considered. **LATE STATEMENT OF QUALIFICATIONS CANNOT BE ACCEPTED.**

Statement of Qualifications are to be delivered to the Issuing Office, in a sealed envelope, addressed to the Owner and clearly designated as Statement of Qualifications for this RFQ. The Owner recommends against use of mail or delivery services that will not guarantee delivery directly to this office. Statement of Qualifications delivered to any other location will not be considered "received" until they arrive at the location specified above. This Owner will not waive delay in delivery resulting from need to transport a Statement of Qualifications from another location, or error or delay on the part of the carrier.

The process of evaluating submitted qualifications and forwarding a recommendation for presentations (if required), contract negotiations or contract award for consideration by the Owner will be conducted by an evaluation team. The Committee will review all submitted qualifications for compliance with the requirements of the RFQ. All qualifications not complying with the requirements of the RFQ will be considered non-responsive and be rejected. There will be no results of any ranking that result from such evaluation.

SUBMISSION RESPONSE CONTENT AND FORMAT

RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit three (3) bound copies. Submission shall not be longer than 20 pages, single sided (40 pages, double sided), excluding transmittal letter.

Proposal Development

Required content of proposal:

The detailed requirements set forth in the **Submission Format** are recommended. The Owner reserves the right to accept or reject any or all submissions. Firms are reminded that responses will be considered exactly as submitted. Those submissions determined not to be in compliance with provisions of this RFQ and the applicable law and/or regulations will not be processed.

All costs incurred by the Firm associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the Respondent.

Submission Format:

The submission format requirements were developed to aid Respondents in their submission development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all submissions.

The purpose of the submission is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this

industry. Respondent's submission must address all the points outlined herein as required, in the following order.

1. Transmittal Letter: A transmittal letter must be submitted with a Respondent's submission which shall include:
 - a. The RFQ subject.
 - b. Name of the firm or team responding, including mailing address, e-mail address, telephone number, and name of contact person.
 - c. A brief profile of the firm, outlining its history, philosophy, and target market of the firm or team.
 - d. The name of the person or persons authorized to make representations on behalf of the Respondent, binding the firm to a contract.
2. Firm's Work History and References
 - a. List three projects of similar size, scope and complexity performed by the Respondent. Firms shall clearly indicate the type of contract under with the three similar projects (e.g. general contract, CM agency, CMAR, Design/Build, etc.)
 - b. The Respondent shall include information pertaining to current workload and anticipated projects to be awarded that can affect the management of the design contract.
 - c. Provide experience regarding approach and system for pre-qualification of bidders, proposed approach to GMP packages and bidding of work, evaluation and award procedures.
3. Key Personnel
 - a. List of key personnel who will be assigned to the project.
 - 1) For each person listed above, list what aspects of the preconstruction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.
 - 2) For each person listed above, list his/her experience with the firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes and references for each person listed.
 - b. Specialized experience, professional registrations and technical competence in the performance of projects of similar size and complexity shall be noted.
4. Project Planning and Management

Provide a brief, overall description of how the project will be organized and managed, and how the representative services listed will be performed in both pre-construction and construction phases. Project planning that offers the same project managers for pre-construction and construction phases and work elements as noted below shall be given preference.

 - a. Cost Control
 - b. Quality Control
 - c. Environmental Protection
 - d. Safety
 - e. Superintendence
 - f. Project Approach to minimize risk and maximize value

- g. Constructability Issues
- h. Cost Model/Estimates
- i. Project Tracking/Reporting
- j. Request for Information (RFI) and Shop Drawings
- k. Change Management
- l. Payment Estimates and Measurement
- m. Schedule and Staffing Plan
- n. Subcontractor Management

5. Attachments (Appendix Items, Rates)

Other items, such as a copy of current insurance certificate noting available coverage amounts, copies of performance evaluations and recommendations, trade secret information, a current employee position and rate schedule, sub Firm and specialty design and construction information, equipment and diagrams, quality control documents, safety documents, etc. should be included in this section.

PROPOSAL EVALUATION CRITERIA

The Owner will evaluate proposals based on the factors outlined within this RFQ, which shall be applied to all eligible, responsive proposals in selecting the successful Firm. The Owner reserves the right to disqualify any proposal for, but not limited to, person or persons it deems as non-responsive and/or non-responsible. The Owner reserves the right to make such investigations of the qualifications of the Respondent as it deems appropriate.

Award of any proposal may be made without discussion with Firms after responses are received. The Owner reserves the right to cease contract negotiations if it is determined that the Firm cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

Category	Maximum Points
Ability of professional personnel	10
Past performance	20
Demonstrated ability to meet time and budget requirements	20
Recent, current, and projected workloads of the firm	10
Creativity and insight related to the project	20
Related experience on similar projects	20
Proposal Evaluation Total	100

SELECTION PROCESS

A selection committee composed of Town staff shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to information provided in the proposals. The Owner shall have the right to designate a "short list" of qualified Firms based on the above initial evaluation scores. These vendors would be considered "finalists" and may then be requested to appear before the Selection Committee for oral and visual presentations as applicable. Final selection by the Board of Commissioners will be made subsequent to such meetings, if held.

Contract Negotiation and Award

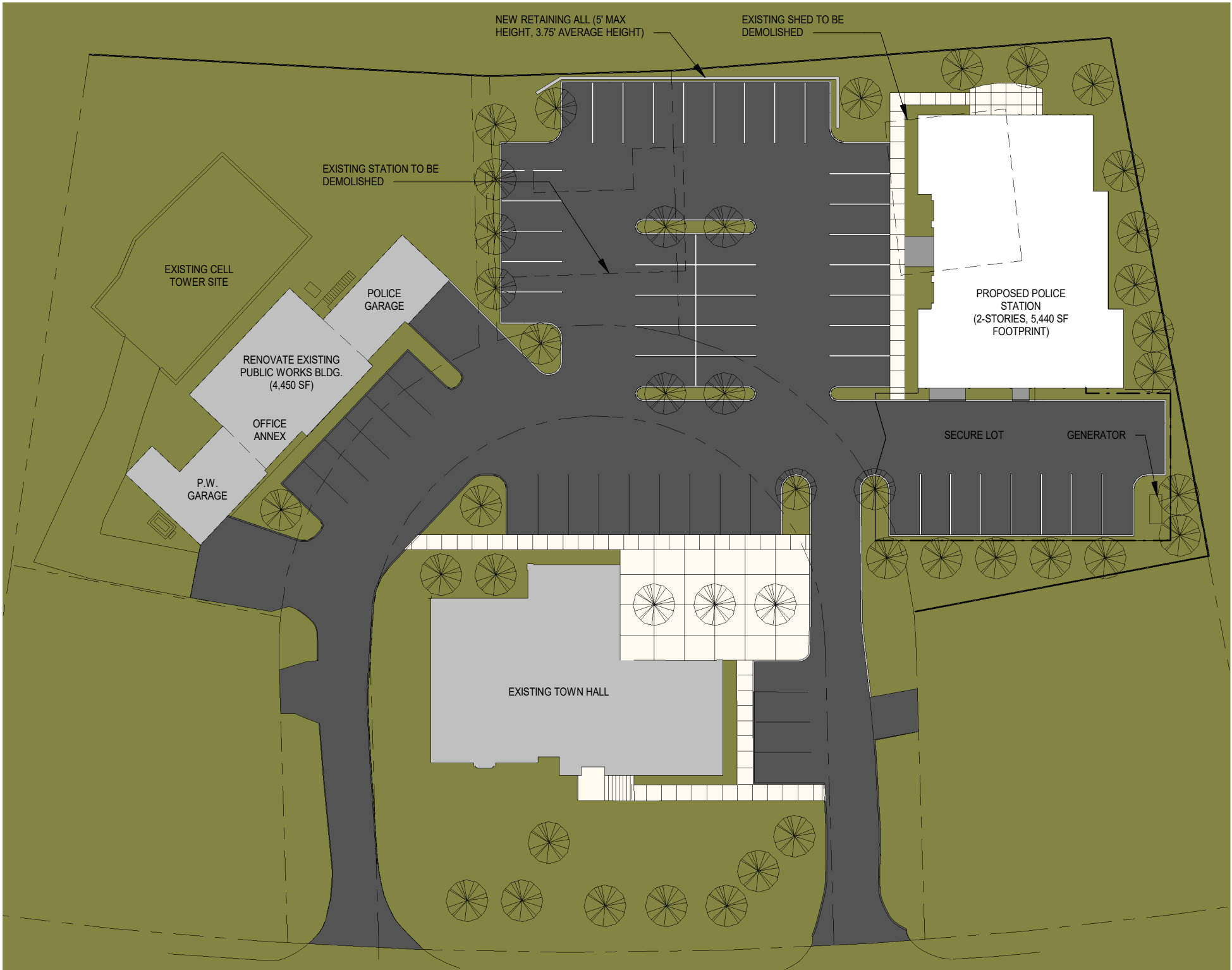
After the firms have been notified of the selection action by the Owner and have been approved by the committee, a representative of the Owner will discuss with the selected Construction Manager at Risk appropriate services and additional information about the project.

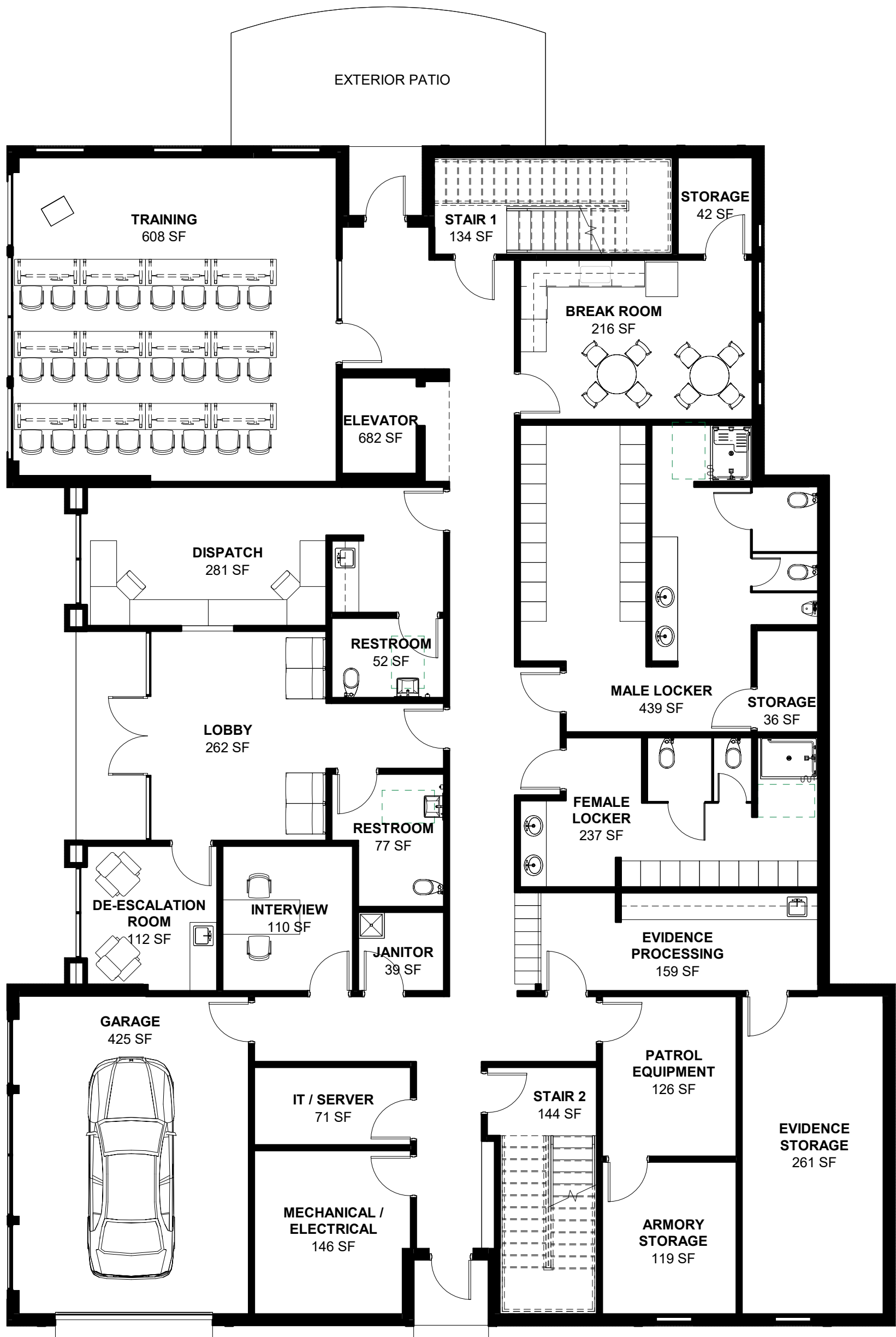
The Owner will request in writing, a fee proposal in two parts: part one will cover pre-construction services, and part two would cover construction services for the completion of the project. The Owner will attempt to negotiate a fair and equitable fee consistent with the Project program and the professional services required for the specific Project. In the event a fee cannot be agreed upon, the Owner shall terminate the negotiations and shall repeat the notification and negotiation process with the next ranked firm on the selection list. In the event a fee cannot be agreed upon with the second-ranked firm, the process will be repeated with the third-ranked firm on the selection list. If a fee still cannot be agreed upon, the Owner shall review the history of negotiations and make appropriate determinations including program adjustments so as to lead to a negotiated contract with one of the original three firms selected. Such renegotiation with the firms shall be carried out in the original selection order, or another list of three firms in priority order will be selected. The negotiation process will continue until a fee has been determined that is agreed to by the Owner.

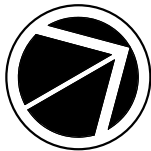
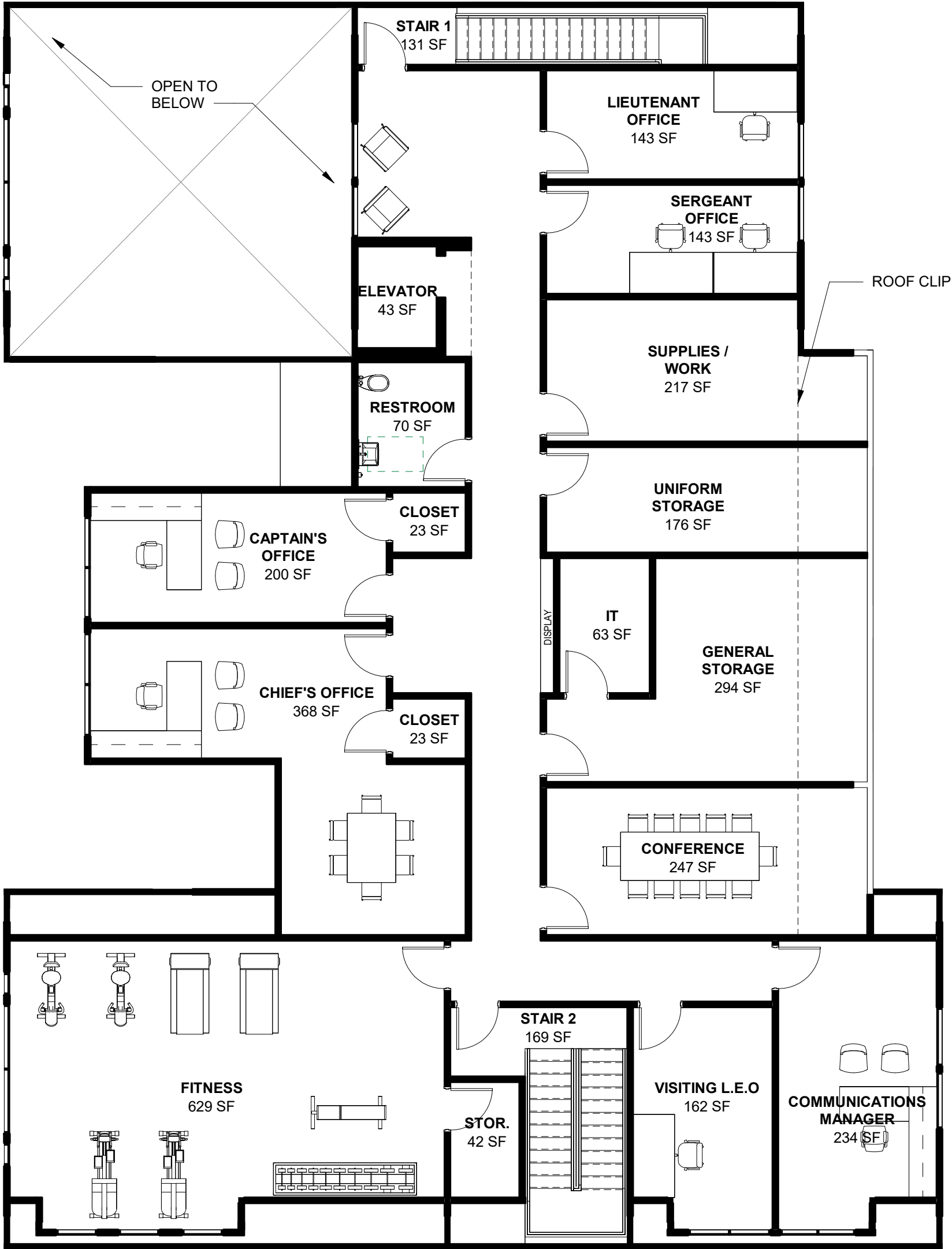
Following successful negotiation, the Owner, by and through the Board of Commissioners as the final awarding authority shall award the Pre-Construction Services contract to authorize the Construction Manager At Risk to provide the services outlined in this Request for Qualifications and as otherwise amended or requested.

At the end of the Phase 1 - Pre-Construction Services Phase, and in accordance with the terms and conditions of this Request for Qualifications, the Construction Manager At Risk will ordinarily negotiate a final contract amendment with Guaranteed Maximum Price. Following review, the Owner, by and through the Board of Commissioners as the final awarding authority will execute the amendment for the Guaranteed Maximum Price contract.

End of Request for Qualifications







PROJECT
NORTH



REFERENCE
NORTH





CONCEPTUAL RENDERING 1



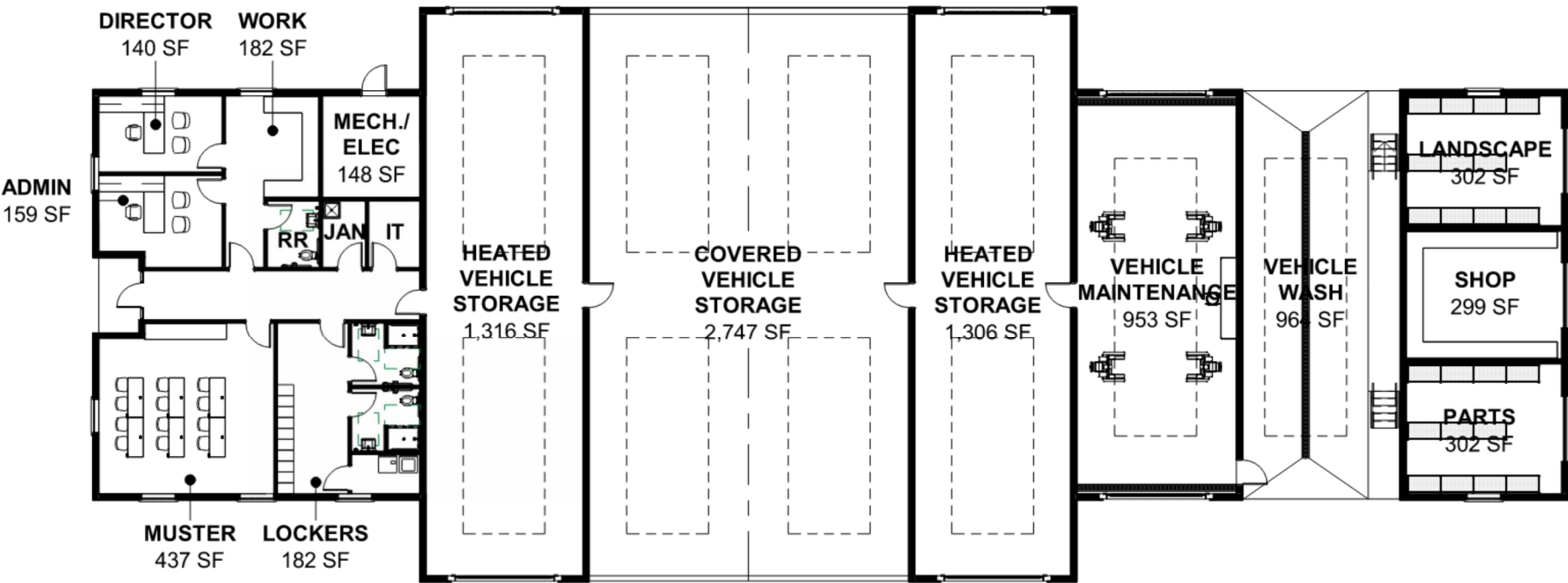
CONCEPTUAL RENDERING 2



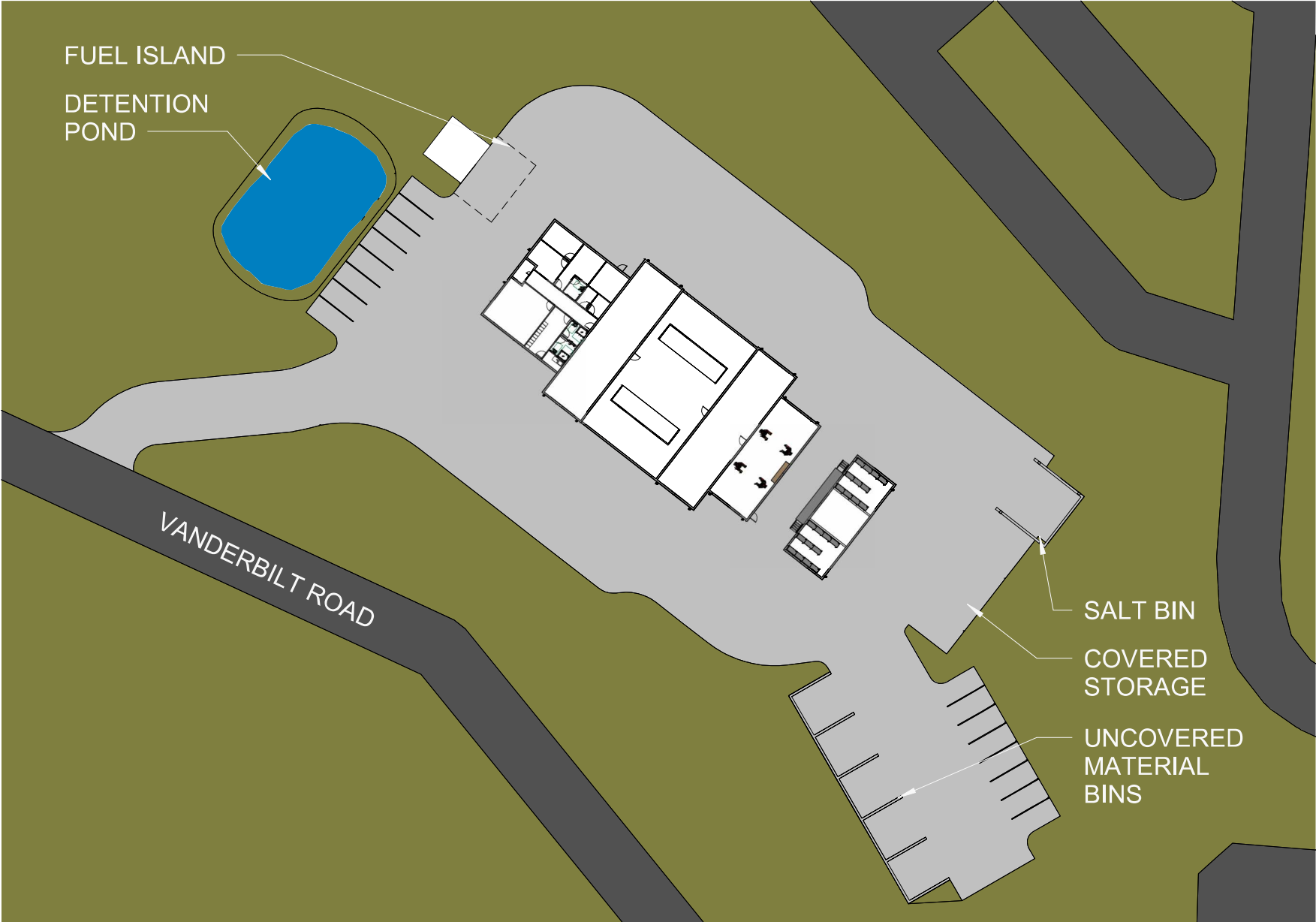
CONCEPTUAL RENDERING 3



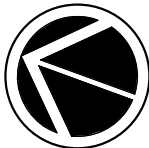
CONCEPTUAL RENDERING 4



1 1ST FLOOR PLAN
SK01 1" = 20'-0"



1 ARCHITECTURAL CONCEPT SITE PLAN
SK01 1" = 60'-0"

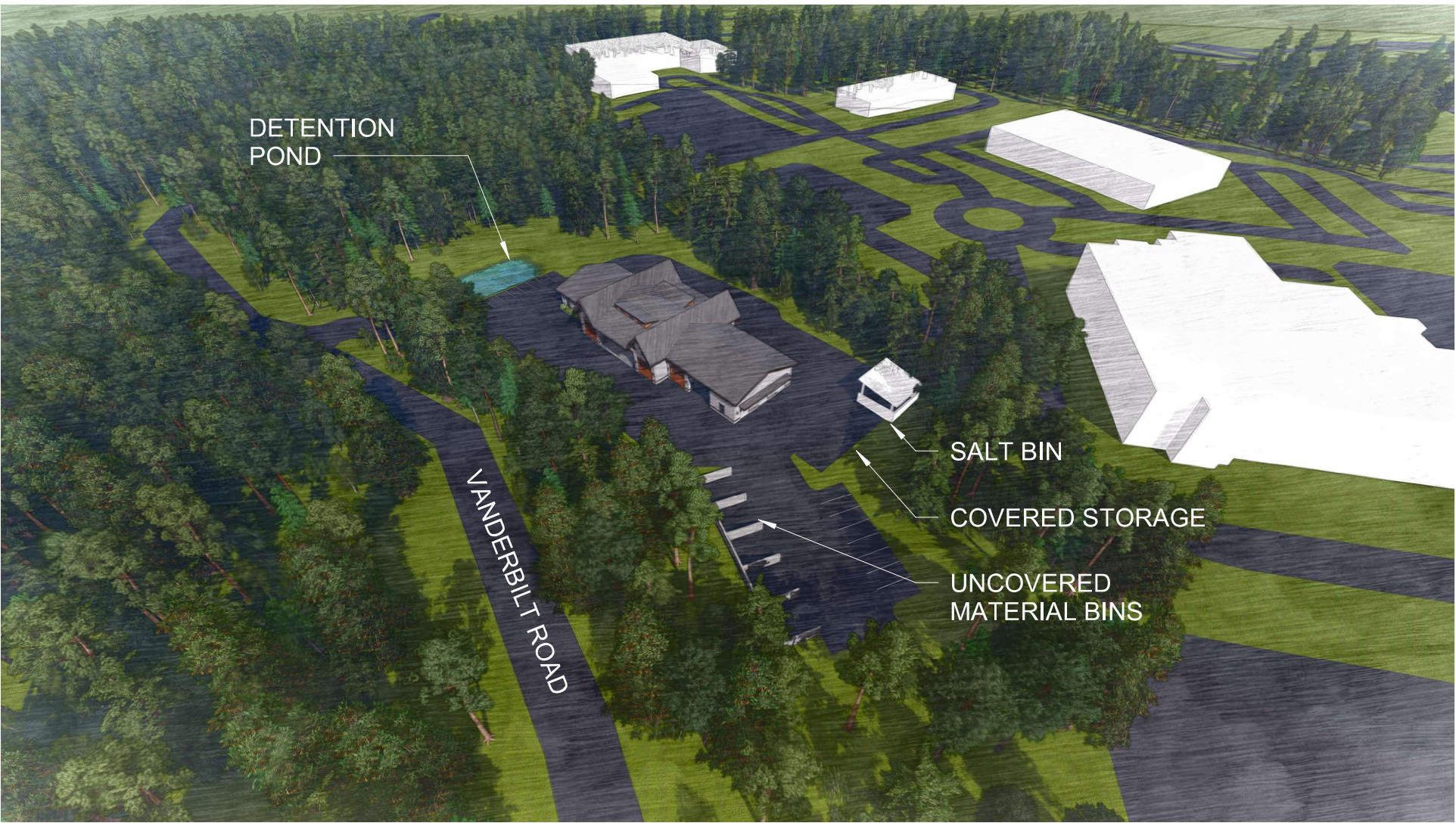


PROJECT
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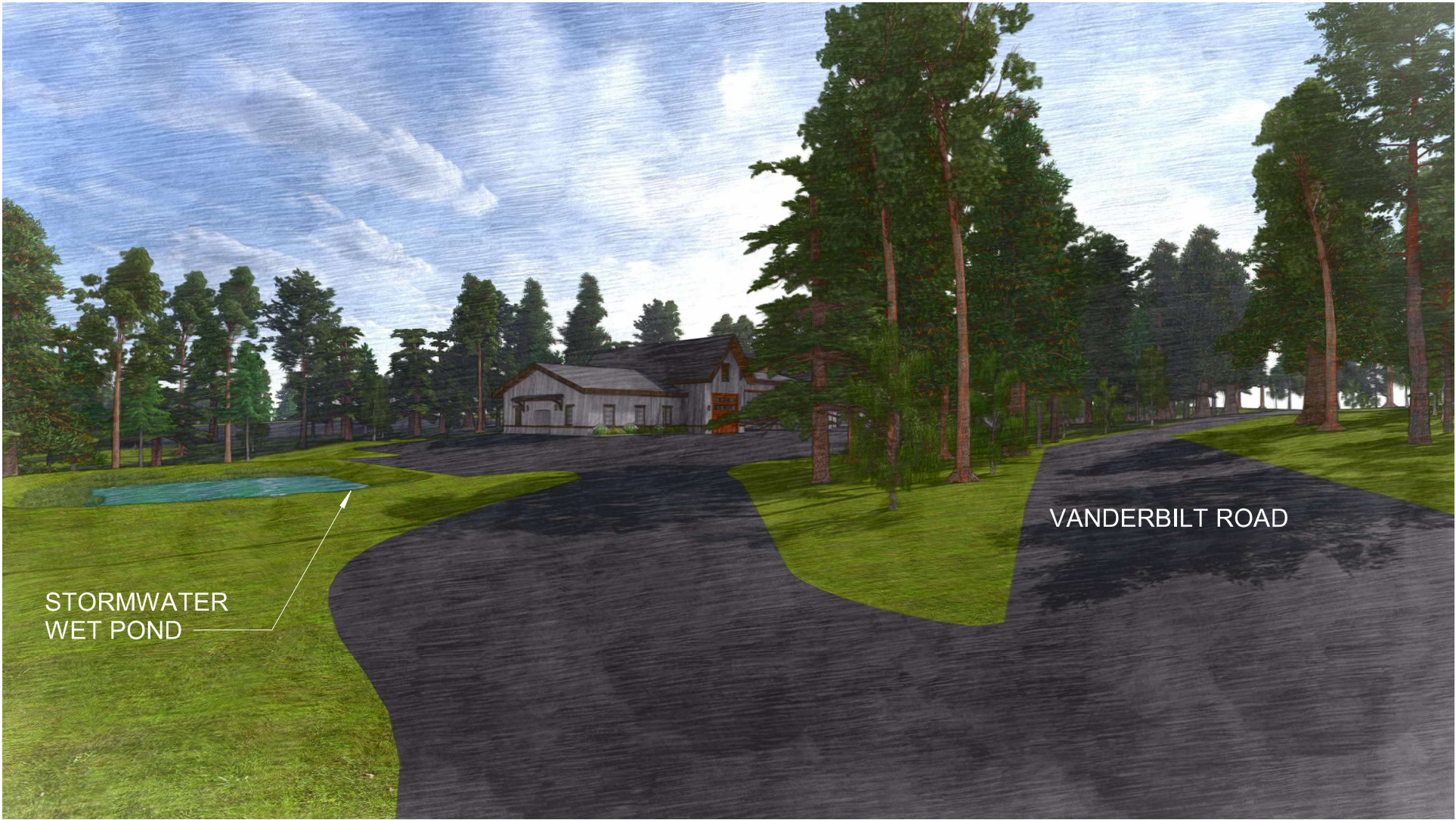
REFERENCE
NORTH



CONCEPTUAL RENDERING 1



CONCEPTUAL RENDERING 2



CONCEPTUAL RENDERING 3



CONCEPTUAL RENDERING 4



CONCEPTUAL RENDERING 5

State of North Carolina

County of Buncombe

CONTRACT REGARDING THE CONDUCT OF MUNICIPAL ELECTIONS

THIS AGREEMENT, made and entered into between the **Town of Biltmore Forest**, a North Carolina municipal corporation, herein after referred to as the Municipality, and the **Buncombe County Board of Elections**, hereinafter referred to as the Board, and agree as follows:

1. The Municipality, by resolution, has authorized the Board to conduct its election as per the provisions of N.C. Gen. Stat. §§ 163-284, 163-284.1, 163-286 and 163-287 or as amended. This agreement continues in existence as to all future elections until canceled, replaced or modified by the parties. A party wanting to cancel this Agreement shall give the other party advance notice in writing 90 days prior to the scheduled election.

2. The Municipality and Board have discussed the proposed current and future elections. The parties agree that the Board will use the same equipment that is used in all other elections conducted in County. The Board will provide an adequate number of election workers needed to conduct an election in an orderly manner. As needed, the parties may modify this agreement in writing as to election plans and needs.

3. In accordance with N.C. Gen. Stat. § 163-284, as amended, the Municipality agrees to pay the Board the actual costs of conducting the Municipality's election. Payment shall be made within thirty (30) days after the Board provides the Municipality with an invoice for the final and actual costs, unless otherwise agreed in writing by the parties.

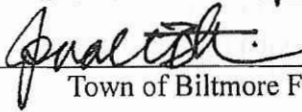
Actual costs may include but are not limited to: ballot preparation and printing, programming and testing of voting equipment, election supplies, staff time for administration (including processing petitions), and expenses related to municipal referenda. Any candidate filing fees received by the Board for offices in the municipal election shall be retained by the Board and credited against the total amount owed by the Municipality.

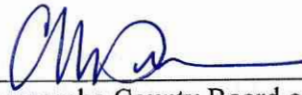
4. If the Municipality has authorized absentee voting, the Board will conduct all absentee functions including mail-in absentee voting and early voting. The Board has been provided with a copy of such authorization and shall or has forwarded the same to the State Board of Elections.

5. The Municipality and Board pledge to one another full cooperation and open communication while conducting the municipal elections. The Municipality states that it has provided and will agree to update the Board with maps or documents as to its most recent jurisdictional/political boundaries and will promptly advise the Board of any changes to such boundaries as required by N.C. Gen. Stat. § 163-288.1 or as amended. The Municipality agrees to inform the Board within 10 days of any approved ordinance authorized under N.C. Gen. Stat. § 160A-101 et al or as amended that modifies its Charter, including but not limited to the following modifications: 1) name of corporation, 2) style of the governing board, 3) terms of members of the council, 4) number of members of the council, 5) mode of election of the council, 6) conduct of municipal elections, and 7) selection of mayor. Additionally, the Municipality agrees to inform the Board within 10 days of any vacant seats that occur on its governing board.

6. The individuals signing this Agreement on behalf of their respective political body represent that they have authority from the political body to enter into this Agreement.

This, the 25 day of September, 2025.


Town of Biltmore Forest


Buncombe County Board of Elections

Jonathan B. Kanipe, Town
Print Name and Title Manager

CORINNE M. DUNCAN; DIRECTOR
Print Name and Title

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
3010 Ad Valorem Tax						
Revenue						
10 General Fund						
3010 Ad Valorem Tax						
10-3010-0000 AD VALOREM TAXES (PROPERTY)	3,046,790.00	3,057,897.77	3,057,897.77	0.00	-11,107.77	100
10-3010-0100 AD VALOREM TAXES (DMV)	135,794.00	39,173.99	39,173.99	0.00	96,620.01	29
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	1,247.30	1,247.30	0.00	3,752.70	25
3010 Ad Valorem Tax Subtotal	\$3,187,584.00	\$3,098,319.06	\$3,098,319.06	\$0.00	\$89,264.94	97
10 General Fund Subtotal	\$3,187,584.00	\$3,098,319.06	\$3,098,319.06	\$0.00	\$89,264.94	97
Revenue Subtotal	\$3,187,584.00	\$3,098,319.06	\$3,098,319.06	\$0.00	\$89,264.94	97
After Transfers	Excess Of Revenue Subtotal	\$3,187,584.00	\$3,098,319.06	\$3,098,319.06	\$0.00	97
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	124,100.27	124,100.27	0.00	709,494.73	15
10-3020-0300 1/2 CENT SALES TAX A.40	349,435.00	56,784.08	56,784.08	0.00	292,650.92	16
10-3020-0400 1/2 CENT SALES TAX A.42	429,574.00	66,343.59	66,343.59	0.00	363,230.41	15
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	\$247,227.94	\$247,227.94	\$0.00	\$1,674,876.06	13
10 General Fund Subtotal	\$1,922,104.00	\$247,227.94	\$247,227.94	\$0.00	\$1,674,876.06	13
Revenue Subtotal	\$1,922,104.00	\$247,227.94	\$247,227.94	\$0.00	\$1,674,876.06	13
After Transfers	Excess Of Revenue Subtotal	\$1,922,104.00	\$247,227.94	\$247,227.94	\$0.00	13
3030 Restricted Intergovernmen						
Revenue						
10 General Fund						
3030 Restricted Intergovernmen						
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,000.00	258.99	258.99	0.00	741.01	26
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	\$258.99	\$258.99	\$0.00	\$81,741.01	0
10 General Fund Subtotal	\$82,000.00	\$258.99	\$258.99	\$0.00	\$81,741.01	0
Revenue Subtotal	\$82,000.00	\$258.99	\$258.99	\$0.00	\$81,741.01	0
After Transfers	Excess Of Revenue Subtotal	\$82,000.00	\$258.99	\$258.99	\$0.00	0
3040 Permits & Fees						
Revenue						
10 General Fund						
3040 Permits & Fees						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-3040-0000 ZONING PERMITS	42,000.00	34,749.00	34,749.00	0.00	7,251.00	83
10-3040-0100 DOG LICENSE FEE	1,500.00	40.00	40.00	0.00	1,460.00	3
3040 Permits & Fees Subtotal	\$43,500.00	\$34,789.00	\$34,789.00	\$0.00	\$8,711.00	80
10 General Fund Subtotal	\$43,500.00	\$34,789.00	\$34,789.00	\$0.00	\$8,711.00	80
Revenue Subtotal	\$43,500.00	\$34,789.00	\$34,789.00	\$0.00	\$8,711.00	80
After Transfers Excess Of Revenue Subtotal	\$43,500.00	\$34,789.00	\$34,789.00	\$0.00		80
3050 Investment Earnings						
Revenue						
10 General Fund						
3050 Investment Earnings						
10-3050-0000 INTEREST EARNED	175,000.00	13,274.08	13,274.08	0.00	161,725.92	8
3050 Investment Earnings Subtotal	\$175,000.00	\$13,274.08	\$13,274.08	\$0.00	\$161,725.92	8
10 General Fund Subtotal	\$175,000.00	\$13,274.08	\$13,274.08	\$0.00	\$161,725.92	8
Revenue Subtotal	\$175,000.00	\$13,274.08	\$13,274.08	\$0.00	\$161,725.92	8
After Transfers Excess Of Revenue Subtotal	\$175,000.00	\$13,274.08	\$13,274.08	\$0.00		8
3060 Miscellaneous						
Revenue						
10 General Fund						
3060 Miscellaneous						
10-3060-0100 AMERICAN TOWER AGREEMENT	38,000.00	800.00	800.00	0.00	37,200.00	2
10-3060-0200 MISCELLANEOUS	25,000.00	32,031.10	32,031.10	0.00	-7,031.10	128
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	\$33,831.10	\$33,831.10	\$0.00	\$29,168.90	54
10 General Fund Subtotal	\$63,000.00	\$33,831.10	\$33,831.10	\$0.00	\$29,168.90	54
Revenue Subtotal	\$63,000.00	\$33,831.10	\$33,831.10	\$0.00	\$29,168.90	54
After Transfers Excess Of Revenue Subtotal	\$63,000.00	\$33,831.10	\$33,831.10	\$0.00		54
3290						
Revenue						
30 Water & Sewer Fund						
3290						
30-3290-0000 INTEREST EARNED	4,000.00	803.29	803.29	0.00	3,196.71	20
3290 Subtotal	\$4,000.00	\$803.29	\$803.29	\$0.00	\$3,196.71	20
30 Water & Sewer Fund Subtotal	\$4,000.00	\$803.29	\$803.29	\$0.00	\$3,196.71	20
Revenue Subtotal	\$4,000.00	\$803.29	\$803.29	\$0.00	\$3,196.71	20
After Transfers Excess Of Revenue Subtotal	\$4,000.00	\$803.29	\$803.29	\$0.00		20
3350 Commissions, Sw Chg Coll						
Revenue						
30 Water & Sewer Fund						
3350 Commissions, Sw Chg Coll						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	10,000.00	3,773.84	3,773.84	0.00	6,226.16	38
3350 Commissions, Sw Chg Coll Subtotal	\$10,000.00	\$3,773.84	\$3,773.84	\$0.00	\$6,226.16	38
30 Water & Sewer Fund Subtotal	\$10,000.00	\$3,773.84	\$3,773.84	\$0.00	\$6,226.16	38
Revenue Subtotal	\$10,000.00	\$3,773.84	\$3,773.84	\$0.00	\$6,226.16	38
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$3,773.84	\$3,773.84	\$0.00		38
3500 Other Financing						
Other Financing Source						
10 General Fund						
3500 Other Financing						
10-3500-0000 SALE OF PERSONAL PROPERTY	15,000.00	285.00	285.00	0.00	14,715.00	2
10-3500-0300 TRANSFER FROM FUND BALANCE	500,000.00	0.00	0.00	0.00	500,000.00	0
10-3500-0500 GRANT (GOVERNMENTAL) FUNDS	30,000.00	0.00	0.00	0.00	30,000.00	0
10-3500-0700 INTERGOVERNMENTAL LOAN (RESTRIC	0.00	7,500.00	7,500.00	0.00	-7,500.00	*100
3500 Other Financing Subtotal	\$545,000.00	\$7,785.00	\$7,785.00	\$0.00	\$537,215.00	1
10 General Fund Subtotal	\$545,000.00	\$7,785.00	\$7,785.00	\$0.00	\$537,215.00	1
Other Financing Source Subtotal	\$545,000.00	\$7,785.00	\$7,785.00	\$0.00	\$537,215.00	1
After Transfers Excess Of Revenue Subtotal	\$545,000.00	\$7,785.00	\$7,785.00	\$0.00		1
3710 Water Sales						
Revenue						
30 Water & Sewer Fund						
3710 Water Sales						
30-3710-0000 WATER CHARGES	641,000.00	135,042.19	135,042.19	0.00	505,957.81	21
30-3710-0100 MSD CHARGES	439,130.00	86,993.73	86,993.73	0.00	352,136.27	20
30-3710-0200 AMI TRANSMITTER CHARGES	9,000.00	1,401.40	1,401.40	0.00	7,598.60	16
3710 Water Sales Subtotal	\$1,089,130.00	\$223,437.32	\$223,437.32	\$0.00	\$865,692.68	21
30 Water & Sewer Fund Subtotal	\$1,089,130.00	\$223,437.32	\$223,437.32	\$0.00	\$865,692.68	21
Revenue Subtotal	\$1,089,130.00	\$223,437.32	\$223,437.32	\$0.00	\$865,692.68	21
After Transfers Excess Of Revenue Subtotal	\$1,089,130.00	\$223,437.32	\$223,437.32	\$0.00		21
3730 Water Tap & Connect Fees						
Revenue						
30 Water & Sewer Fund						
3730 Water Tap & Connect Fees						
30-3730-0000 WATER TAP AND CONNECTION FEES	10,000.00	6,950.00	6,950.00	0.00	3,050.00	70
3730 Water Tap & Connect Fees Subtotal	\$10,000.00	\$6,950.00	\$6,950.00	\$0.00	\$3,050.00	70
30 Water & Sewer Fund Subtotal	\$10,000.00	\$6,950.00	\$6,950.00	\$0.00	\$3,050.00	70
Revenue Subtotal	\$10,000.00	\$6,950.00	\$6,950.00	\$0.00	\$3,050.00	70
After Transfers Excess Of Revenue Subtotal	\$10,000.00	\$6,950.00	\$6,950.00	\$0.00		70
3900						
Other Financing Source						

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
40 Capital Project Fund						
3900						
40-3900-4000 FINANCING PROCEEDS-CASHFLOW LO/	0.00	1,335,763.62	1,335,763.62	0.00	-1,335,763.62	*100
3900 Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00	-\$1,335,763.62	*100
40 Capital Project Fund Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00	-\$1,335,763.62	*100
Other Financing Source Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00	-\$1,335,763.62	*100
After Transfers Excess Of Revenue Subtotal	\$0.00	\$1,335,763.62	\$1,335,763.62	\$0.00		*100
4200 Administration						
Expenditure						
4200 Administration						
10-4200-0200 SALARIES	383,791.00	114,396.05	114,396.05	0.00	269,394.95	30
10-4200-0500 FICA	29,360.00	8,560.08	8,560.08	0.00	20,799.92	29
10-4200-0600 HEALTH INSURANCE (MEDICAL)	41,748.00	9,747.27	9,747.27	0.00	32,000.73	23
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	13,125.00	2,152.50	2,152.50	0.00	10,972.50	16
10-4200-0675 HEALTH REIMBURSEMENT ACC	7,500.00	1,500.00	1,500.00	0.00	6,000.00	20
10-4200-0700 LGERS RETIREMENT	80,712.00	24,079.01	24,079.01	0.00	56,632.99	30
10-4200-0800 401K SUPP RETIREMENT	19,190.00	5,523.18	5,523.18	0.00	13,666.82	29
10-4200-1000 ACCOUNTING & TAXES	60,000.00	60,252.30	60,252.30	0.00	-252.30	100
10-4200-1200 POSTAGE, PRINTING, STATIONARY	12,500.00	4,271.51	4,271.51	0.00	8,228.49	34
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	5,625.00	5,625.00	0.00	15,975.00	26
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	200.19	200.19	0.00	-200.19	*100
10-4200-3300 SUPPLIES AND EQUIPMENT	15,000.00	1,471.12	1,471.12	0.00	13,528.88	10
10-4200-5300 DUES & FEES	12,000.00	4,006.09	4,556.09	550.00	7,443.91	38
10-4200-5700 MISCELLANEOUS	5,000.00	179.95	179.95	0.00	4,820.05	4
10-4200-6500 STAFF DEVELOPMENT	25,000.00	5,957.15	6,426.15	469.00	18,573.85	26
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	2,296.50	2,296.50	0.00	4,303.50	35
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	\$250,217.90	\$251,236.90	\$1,019.00	\$519,289.10	33
Expenditure Subtotal	\$770,526.00	\$250,217.90	\$251,236.90	\$1,019.00	\$519,289.10	33
Before Transfers Deficiency Of Revenue Subtotal	-\$770,526.00	-\$250,217.90	-\$250,217.90	-\$1,019.00		32
After Transfers Deficiency Of Revenue Subtotal	-\$770,526.00	-\$250,217.90	-\$250,217.90	-\$1,019.00		32
4400						
Revenue						
40 Capital Project Fund						
4400						
40-4400-1200 FEMA GRANT REIMBURSEMENT	0.00	211,808.63	211,808.63	0.00	-211,808.63	*100
4400 Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00	-\$211,808.63	*100

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
40 Capital Project Fund Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00	-\$211,808.63	*100
Revenue Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00	-\$211,808.63	*100
After Transfers Excess Of Revenue Subtotal	\$0.00	\$211,808.63	\$211,808.63	\$0.00		*100
5100 Police Department						
Expenditure						
5100 Police Department						
10-5100-0200 SALARIES	1,257,901.00	357,839.49	357,839.49	0.00	900,061.51	28
10-5100-0300 OVERTIME	0.00	403.83	403.83	0.00	-403.83	*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	26,954.85	26,954.85	0.00	69,274.15	28
10-5100-0600 HEALTH INSURANCE (MEDICAL)	141,944.00	36,601.17	36,601.17	0.00	105,342.83	26
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	5,919.93	5,919.93	0.00	29,780.07	17
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	6,000.00	6,000.00	0.00	19,500.00	24
10-5100-0700 LGERS RETIREMENT	286,298.00	75,107.00	75,107.00	0.00	211,191.00	26
10-5100-0800 401K SUPP RETIREMENT	62,895.00	16,715.31	16,715.31	0.00	46,179.69	27
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	1,587.24	1,587.24	0.00	3,412.76	32
10-5100-1700 MAINT/REPAIR - VEHICLES	25,000.00	14,019.78	14,982.80	963.02	10,017.20	60
10-5100-3100 MOTOR FUELS	21,000.00	6,215.07	6,215.07	0.00	14,784.93	30
10-5100-3300 SUPPLIES	10,000.00	4,050.96	4,210.28	159.32	5,789.72	42
10-5100-3600 UNIFORMS	25,000.00	1,191.68	3,741.68	2,550.00	21,258.32	15
10-5100-3700 SOFTWARE	15,000.00	5,335.28	9,599.54	4,264.26	5,400.46	64
10-5100-3800 TECHNOLOGY	100,000.00	29,010.45	64,240.45	35,230.00	35,759.55	64
10-5100-5700 MISCELLANEOUS	1,000.00	1,002.80	1,847.80	845.00	-847.80	185
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	4,920.07	5,212.03	291.96	9,787.97	35
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	75,000.00	0.00	4,000.00	4,000.00	71,000.00	5
10-5100-8200 DEBT SERVICE-LEASE	72,000.00	15,926.90	15,926.90	0.00	56,073.10	22
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	\$609,152.96	\$657,456.52	\$48,303.56	\$1,664,810.48	28
Expenditure Subtotal	\$2,322,267.00	\$609,152.96	\$657,456.52	\$48,303.56	\$1,664,810.48	28
Before Transfers Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$609,152.96	-\$609,152.96	-\$48,303.56		26
After Transfers Deficiency Of Revenue Subtotal	-\$2,322,267.00	-\$609,152.96	-\$609,152.96	-\$48,303.56		26
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

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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Expenditure Subtotal	\$425,000.00	\$106,250.00	\$106,250.00	\$0.00	\$318,750.00	25
Before Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$106,250.00	-\$106,250.00	\$0.00	25
After Transfers	Deficiency Of Revenue Subtotal	-\$425,000.00	-\$106,250.00	-\$106,250.00	\$0.00	25
5600 Public Works						
Expenditure						
5600 Public Works						
10-5600-0200 SALARIES	286,246.00	84,138.46	84,138.46	0.00	202,107.54	29
10-5600-0500 FICA	21,898.00	6,293.46	6,293.46	0.00	15,604.54	29
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	41,748.00	10,403.37	10,403.37	0.00	31,344.63	25
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	1,715.76	1,715.76	0.00	8,784.24	16
10-5600-0675 HRA HEALTH REIMB ACCT	9,000.00	1,687.50	1,687.50	0.00	7,312.50	19
10-5600-0700 LGERS RETIREMENT	60,198.00	17,700.60	17,700.60	0.00	42,497.40	29
10-5600-0800 401K SUPP RETIREMENT	14,312.00	3,923.37	3,923.37	0.00	10,388.63	27
10-5600-1300 STREETLIGHTS ELECTRIC	15,000.00	3,547.19	3,547.19	0.00	11,452.81	24
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	1,057.35	1,057.35	0.00	8,942.65	11
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	50,000.00	0.00	0.00	0.00	50,000.00	0
10-5600-1700 MAINT/REPAIR - VEHICLES	10,000.00	2,412.95	3,415.98	1,003.03	6,584.02	34
10-5600-3100 MOTOR FUELS	18,750.00	4,972.02	4,972.02	0.00	13,777.98	27
10-5600-3300 SUPPLIES	10,000.00	1,395.51	1,395.51	0.00	8,604.49	14
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	350.00	1,000.00	650.00	0.00	100
10-5600-3600 UNIFORMS	10,000.00	546.96	2,835.22	2,288.26	7,164.78	28
10-5600-3800 TECHNOLOGY	2,000.00	671.53	671.53	0.00	1,328.47	34
10-5600-5200 PARKS	50,000.00	2,035.08	4,706.34	2,671.26	45,293.66	9
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	5,568.54	6,967.49	1,398.95	-1,967.49	139
40-5600-7402 CATEGORY A- DEBRIS	0.00	692,619.81	692,619.81	0.00	-692,619.81	*100
5600 Public Works Subtotal	\$686,652.00	\$841,039.46	\$849,050.96	\$8,011.50	-\$162,398.96	124
Expenditure Subtotal	\$686,652.00	\$841,039.46	\$849,050.96	\$8,011.50	-\$162,398.96	124
Before Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$841,039.46	-\$841,039.46	-\$8,011.50	122
After Transfers	Deficiency Of Revenue Subtotal	-\$686,652.00	-\$841,039.46	-\$841,039.46	-\$8,011.50	122
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	3,186.27	3,186.27	0.00	-2,186.27	319
10-5700-2200 CONTRACTS- PAVING & STRIPING	200,000.00	79,687.50	79,687.50	0.00	120,312.50	40

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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10-5700-2300 SUPPLIES	10,000.00	3,448.22	5,162.19	1,713.97	4,837.81	52
10-5700-2400 TRAFFIC SIGNS	500.00	0.00	0.00	0.00	500.00	0
10-5700-2500 STORM WATER DRAINAGE	200,000.00	17,120.85	17,120.85	0.00	182,879.15	9
10-5700-6500 STAFF DEVELOPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-7400 CAPITAL EQUIPMENT PURCHASES	30,000.00	0.00	0.00	0.00	30,000.00	0
10-5700-7500 ENGINEERING	25,000.00	18,389.25	18,389.25	0.00	6,610.75	74
10-5700-8200 DEBT SERVICE LEASES-PRINCIPAL	10,800.00	6,244.38	6,244.38	0.00	4,555.62	58
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	\$128,076.47	\$129,790.44	\$1,713.97	\$362,309.56	26
Expenditure Subtotal	\$492,100.00	\$128,076.47	\$129,790.44	\$1,713.97	\$362,309.56	26
Before Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$128,076.47	-\$128,076.47	-\$1,713.97	26
After Transfers	Deficiency Of Revenue Subtotal	-\$492,100.00	-\$128,076.47	-\$128,076.47	-\$1,713.97	26
5800 Sanitation & Recycling						
Expenditure						
5800 Sanitation & Recycling						
10-5800-0200 SALARIES	153,718.00	40,673.95	40,673.95	0.00	113,044.05	26
10-5800-0500 FICA	11,759.00	3,111.98	3,111.98	0.00	8,647.02	26
10-5800-0600 HEALTH INSURANCE (MEDICAL)	25,012.00	6,616.65	6,616.65	0.00	18,395.35	26
10-5800-0650 DENTAL,VISION, LIFE INSURANCE	6,300.00	1,013.40	1,013.40	0.00	5,286.60	16
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	1,125.00	1,125.00	0.00	3,375.00	25
10-5800-0700 LGERS RETIREMENT	60,198.00	7,876.45	7,876.45	0.00	52,321.55	13
10-5800-0800 401K SUPP RETIREMENT	14,312.00	1,866.93	1,866.93	0.00	12,445.07	13
10-5800-1700 MAINT/REPAIRS - VEHICLES	50,000.00	4,957.79	5,561.32	603.53	44,438.68	11
10-5800-3100 MOTOR FUELS	31,200.00	4,374.22	4,374.22	0.00	26,825.78	14
10-5800-3300 SUPPLIES	1,500.00	522.53	522.53	0.00	977.47	35
10-5800-3800 TECHNOLOGY	1,000.00	610.05	610.05	0.00	389.95	61
10-5800-6000 CAPITAL OUTLAY	150,000.00	0.00	0.00	0.00	150,000.00	0
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	33,750.00	6,246.61	6,246.61	0.00	27,503.39	19
10-5800-8100 RECYCLING	10,000.00	1,421.34	1,421.34	0.00	8,578.66	14
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	54,000.00	12,461.64	12,461.64	0.00	41,538.36	23
10-5800-8300 DUMPSTER FEES	26,400.00	7,583.54	7,583.54	0.00	18,816.46	29
5800 Sanitation & Recycling Subtotal	\$633,649.00	\$100,462.08	\$101,065.61	\$603.53	\$532,583.39	16
Expenditure Subtotal	\$633,649.00	\$100,462.08	\$101,065.61	\$603.53	\$532,583.39	16
Before Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$100,462.08	-\$100,462.08	-\$603.53	16
After Transfers	Deficiency Of Revenue Subtotal	-\$633,649.00	-\$100,462.08	-\$100,462.08	-\$603.53	16
6600 General Government						
Expenditure						
6600 General Government						
10-6600-0401 LEGAL SERVICES	30,000.00	6,187.50	6,187.50	0.00	23,812.50	21

JONATHAN

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Page 7 of 9

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REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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10-6600-1100 TECHNOLOGY	150,000.00	38,287.35	38,287.35	0.00	111,712.65	26
10-6600-1300 MUNICIPAL UTILITIES	26,000.00	5,283.95	5,283.95	0.00	20,716.05	20
10-6600-1500 GE. REPS. AND MAINT.	35,000.00	6,801.77	6,801.77	0.00	28,198.23	19
10-6600-5400 INSURANCE	131,250.00	120,359.53	120,359.53	0.00	10,890.47	92
10-6600-6000 CONTINGENCY	62,707.00	0.00	0.00	0.00	62,707.00	0
10-6600-6100 MISCELLANEOUS	5,000.00	1,668.34	1,668.34	0.00	3,331.66	33
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	210.00	210.00	0.00	11,790.00	2
10-6600-6300 COMMUNITY EVENTS	50,000.00	16,092.82	16,400.45	307.63	33,599.55	33
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	336.24	336.24	0.00	4,663.76	7
10-6600-6500 FOREST MANAGEMENT	75,000.00	16,912.62	16,912.62	0.00	58,087.38	23
6600 General Government Subtotal	\$586,957.00	\$212,140.12	\$212,447.75	\$307.63	\$374,509.25	36
Expenditure Subtotal	\$586,957.00	\$212,140.12	\$212,447.75	\$307.63	\$374,509.25	36
Before Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$212,140.12	-\$212,140.12	-\$307.63	36
After Transfers	Deficiency Of Revenue Subtotal	-\$586,957.00	-\$212,140.12	-\$212,140.12	-\$307.63	36
6700 Debt Service						
Expenditure						
6700 Debt Service						
10-6700-0500 Public Works Building-Principal	84,211.00	0.00	0.00	0.00	84,211.00	0
10-6700-0600 NCDEQ LOAN STRM REST	14,600.00	0.00	0.00	0.00	14,600.00	0
10-6700-1500 Public Works Building-Interest	9,500.00	0.00	0.00	0.00	9,500.00	0
6700 Debt Service Subtotal	\$108,311.00	\$0.00	\$0.00	\$0.00	\$108,311.00	0
Expenditure Subtotal	\$108,311.00	\$0.00	\$0.00	\$0.00	\$108,311.00	0
Before Transfers	Deficiency Of Revenue Subtotal	-\$108,311.00	\$0.00	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$108,311.00	\$0.00	\$0.00	\$0.00	0
8100 Water Dept.						
Expenditure						
8100 Water Dept.						
30-8100-0200 SALARIES	215,843.00	49,918.61	49,918.61	0.00	165,924.39	23
30-8100-0400 PROFESSIONAL SERVICES	5,000.00	11,735.00	13,996.00	2,261.00	-8,996.00	280
30-8100-0500 FICA	16,512.00	3,741.46	3,741.46	0.00	12,770.54	23
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	5,864.76	5,864.76	0.00	-5,864.76	*100
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	1,116.42	1,116.42	0.00	-1,116.42	*100
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	937.50	937.50	0.00	-937.50	*100
30-8100-0700 LGERS RETIREMENT	43,773.00	10,508.35	10,508.35	0.00	33,264.65	24
30-8100-0800 401K SUPP RETIREMENT	10,792.00	2,985.33	2,985.33	0.00	7,806.67	28
30-8100-1200 POSTAGE, PRINTING,& STATIONARY	2,000.00	588.24	588.24	0.00	1,411.76	29
30-8100-1500 GENERAL REPAIRS	10,000.00	1,426.98	1,426.98	0.00	8,573.02	14
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	5,174.62	5,174.62	0.00	9,825.38	34

REVENUE & EXPENDITURE STATEMENT

07/01/2025 To 09/30/2025

Town of Biltmore Forest

FY 2025-2026

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
30-8100-4800 WATER PURCHASES	256,748.00	69,511.87	69,511.87	0.00	187,236.13	27
30-8100-4900 SEWER PURCHASES	439,130.00	74,311.09	74,311.09	0.00	364,818.91	17
30-8100-5000 AMI TRANSMITTER FEES	9,000.00	2,299.08	2,299.08	0.00	6,700.92	26
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	\$240,119.31	\$242,380.31	\$2,261.00	\$870,748.69	22
Expenditure Subtotal	\$1,113,129.00	\$240,119.31	\$242,380.31	\$2,261.00	\$870,748.69	22
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$240,119.31	-\$240,119.31	-\$2,261.00	22
After Transfers	Deficiency Of Revenue Subtotal	-\$1,113,129.00	-\$240,119.31	-\$240,119.31	-\$2,261.00	22

Proclamation of Domestic Violence Awareness Month

Whereas: Domestic violence is a serious crime that violates an individual's security and humanity due to the systematic use of emotional, psychological, physical, sexual, and economic control;

Whereas: An average of 24 people per minute experience rape, physical violence, and/or stalking by an intimate partner in the United States, more than 12 million people over the course of a single year;

Whereas: The problems of domestic violence are not confined to any specific groups of people, but can happen to anyone regardless of racial or ethnic identity, sexual orientation, education level, socio-economic status, gender identity, or religious beliefs, and these problems are sustained by societal indifference;

Whereas: Intersecting layers of vulnerability due to race, ethnicity, gender identity, sexual orientation, age, ability, religion/spirituality, citizenship status, and spoken language, in the context of American society, make it easier for abusers to isolate, control, and create and sustain power over survivors with marginalized identities;

Whereas: Children who grow up witnessing domestic violence in their homes are deeply impacted and are more likely to have trouble in school, more likely to perpetuate and be victimized by violence themselves, and more likely to experience long-term mental and physical health challenges;

Whereas: Survivors should have help to find the compassion, comfort, and healing they need, and abusers should be held accountable for their violent behavior;

Whereas: Powerful partnerships exist locally between many non-profit and governmental organizations that are committed to supporting survivors in their journey toward safety and healing;

Whereas: It is survivors of abuse who have been at the forefront of efforts to bring peace and equality to the home;

Whereas: Domestic Violence Awareness Month is an opportunity to stand with survivors, to celebrate the progress we have made in combating these crimes, and to recommit to preventing domestic violence in our community;

NOW THEREFORE, be it proclaimed on behalf of all of the members of the Biltmore Forest Board of Commissioners and residents of the Town of Biltmore Forest, that the month of October 2025 be proclaimed Domestic Violence Awareness Month, and we urge our residents to make the commitment to stop domestic violence by speaking out against it and learning more about the resources available to survivors and their families.

**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM**

October 14, 2025



AGENDA ITEM H

**PUBLIC HEARING FOR ZTA 2025-05
AMENDING THE TOWN'S ZONING ORDINANCE**

BACKGROUND

A public hearing is required prior the adoption of any amendment to the Town's Zoning Ordinance. The Town appropriately notified the public of this hearing, including publication in the Asheville *Citizen-Times* (affidavit attached).

The ordinance text may be found in Agenda Item I-1. The purpose of this zoning text amendment is to clarify that Town owned public facilities are allowed within every zoning district within the Town, including the P-S district.

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



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

Jonathan B. Kanipe,
Town Manager

NOTICE
PUBLIC HEARING
TOWN OF BILTMORE FOREST

The Town Board of Commissioners will hold a Public Hearing on Tuesday, October 14, 2025, at 4:30pm regarding amendments to the Town Zoning Ordinance. The public is invited to view or request a copy of the proposed changes to the Zoning Ordinance at the Biltmore Forest Town Hall, or alternatively can review the full draft amendments on the Town's website at <http://www.biltmoreforest.org>. The proposed changes are related to Town owned facilities within the P-S Zoning District.

The public is invited to attend and make comments.

Laura Jacobs
Town Clerk

Please run the above classified ad on Wednesday, October 1st, 2025 and Wednesday, October 8th, 2025. I understand that an affidavit will automatically be sent.

Send the invoice to: The Town of Biltmore Forest
P.O. Box 5352
Asheville, NC 28813

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

October 14, 2025



AGENDA ITEM I-1

CONSIDERATION OF ORDINANCE 2025-05 AN ORDINANCE TO AMEND THE TOWN OF BILTMORE FOREST ZONING ORDINANCE

BACKGROUND

The Planning Commission reviewed a draft zoning text amendment at their September 2025 meeting. This draft amendment would amend the definition and uses allowed within the P-S Zoning District. The Board of Commissioners requested the Planning Commission consider this amendment to include town owned and operated public facilities within this district.

To be clear, the result of this ordinance is that the Town would be able to utilize the 10.2 +/- acres south of Interstate 40 and east of Vanderbilt Road for an additional public works facility to better serve the citizens of Biltmore Forest. As discussed during last month's meeting, there is significant reason to believe that the Town is fully exempt from the provisions of the Zoning Ordinance related to the P-S district's existing guidelines and definition. In order to provide as much transparency as possible, however, it is important for the Town to follow a public process that includes a Planning Commission meeting and recommendation, a public hearing, and the Board's review of the draft ordinance prior to commencing with the final design for this project. This process is in its final step with the public hearing held and consideration of this ordinance.

REDLINE CHANGES

The specific changes recommended by the Town and Planning Commission are as follows:

§ 153.005 ESTABLISHMENT OF ZONING DISTRICTS AND MAP.

(6) P-S Public Service District.

(a) This District is designed to provide for open green spaces, including forestation and other natural vegetation throughout the jurisdiction.

(b) It is to be used to protect the ambiance of the community by providing a series of natural buffers between residential and nonresidential development.

(c) No structures or buildings shall be allowed on properties in the District except structures and buildings associated with a public park or recreational area or structures and buildings owned and operated by the Town and used for a public purpose.

~~—(c) 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.~~

PLANNING COMMISSION RECOMMENDATION

The Planning Commission unanimously recommended approval for the attached zoning text amendment. If adopted, this ordinance will be effective immediately.

ORDINANCE 2025-05

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

WHEREAS, the Town of Biltmore Forest has adopted a Zoning Ordinance which regulates the use of land within its corporate limits; and

WHEREAS, the Town of Biltmore Forest desires to revise a portion of the existing zoning ordinance; and

WHEREAS, the Town of Biltmore Forest Planning Commission recommended approval of this zoning ordinance amendment and found it consistent with the Town of Biltmore Forest's comprehensive plan.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF BILTMORE FOREST THAT THE FOLLOWING SECTIONS OF CHAPTER 153, TOWN OF BILTMORE FOREST ZONING ORDINANCE, BE AMENDED AS FOLLOWS:

§ 153.005 ESTABLISHMENT OF ZONING DISTRICTS AND MAP.

(6) P-S Public Service District.

(a) This District is designed to provide for open green spaces, including forestation and other natural vegetation throughout the jurisdiction.

(b) It is to be used to protect the ambiance of the community by providing a series of natural buffers between residential and nonresidential development.

(c) No structures or buildings shall be allowed on properties in the District except structures and buildings associated with a public park or recreational area or structures and buildings owned and operated by the Town and used for a public purpose.

Section 2. Effective Date.

This ordinance amendment shall take effect upon adoption.

Date

George F. Goosmann, III
Mayor

Laura Jacobs
Town Clerk

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
OCTOBER 14, 2025



Agenda Item I-2

Consideration of Resolution 2025-12

A Resolution Authorizing the Surplus of Personal Property

Background

Town staff requests permission to surplus two personal property items from the Town's Public Works Department. These items include a backup solid waste vehicle and air compressor. The backup solid waste vehicle is no longer needed as the Town has purchased a new truck and placed a newer model into the backup role. Descriptions of the vehicle and air compressor are included within the resolution.

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

Action Requested

Approval of Resolution 2025-12

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

TOWN OF BILTMORE FOREST
BOARD OF COMMISSIONERS

RESOLUTION 2025-12

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

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

1. 2002 Chevrolet W5500 Garbage Truck
VIN# - J8BE5B14X27900250
Mileage - 110,7102020
2. Unknown Date, Gardner Denver DO190JD7A Trailer Mounted, Engine Driven Air Compressor, Serial Number R88852, with 2,070 Running Hours. Rated 190 CFM at 100PSI max.

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

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

This the 14th day of October, 2025.

George F. Goosmann, III
Mayor

Attest:

Laura Jacobs
Town Clerk

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
OCTOBER 14, 2025



Agenda Item I-3

Consideration of Resolution 2025-13 – A Resolution to Approve a Municipal Accounting Services, Cybersecurity, and Technical Assistance Memorandum of Agreement

Background

Last February, the Town embarked upon an RFQ process to solicit potential new financial software vendors. Our current vendor, Harris Computers, has provided the Town's financial software systems for many years. However, as the Town's needs have changed, we felt it necessary to review other vendors and see if there were more compatible options. We received multiple responses, but also during that time, received an inquiry from the NC League of Municipalities regarding our participation in their Municipal Accounting Services program.

NCLM Partnership and Program with Black Mountain Software

This program is coordinated by the NCLM through funds they received as part of the American Recovery Program. In short, the League is the overall vendor and contracting with Black Mountain Software – a financial software firm – to develop a uniform software for use in many smaller towns. This is an exceptionally robust opportunity for the Town for multiple reasons.

First, the costs for transitioning from one software system to another are often extensive. Through the League's program, the Town would save just over \$150,000 for the first three years of service. This includes a one-time cost of nearly \$90,000 for licensing fees and conversion costs. The remaining fees – approximately \$20,000 per year – are covered by the League for three years.

Second, the system itself is more robust than what we currently use and provides a more direct Town staff participated in two demonstrations for modules utilized in finance, tax, utility billing, permitting, fund ledger, and various other accounting needs. We feel strongly Black Mountain Software provides a robust and user friendly platform to serve our needs now and in the future.

Finally, by joining this user group partnership, the Town will not only have access to Black Mountain software and their team, but also to League staff and other municipal staff throughout the state utilizing this system.

Action Requested

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

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

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

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2025

TOWN OF BILTMORE FOREST

By: _____

(Name)

Mayor

ATTEST:

(Name)

Town Clerk

Exhibit A
**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Biltmore Forest (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (“League Services”). See Exhibit A.
- b. Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials

accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the League Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

By:

Signature

Rose Vaughn Williams

Executive Director

Date of Signature

MUNICIPALITY:

TOWN OF BILTMORE FOREST

a North Carolina municipal corporation

By:

Signature

Name

Title

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

4. Assistance, Instruction, and Mentorship (AIM)

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality’s specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality’s financial position.

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

5. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

6. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

7. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

8. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The

implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League's ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

Where applicable, Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League's Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League's sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality's data that is necessary to implement the software; (2) restrict access to the Municipality's data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality's data.

License Agreement for Purchase and Support of Application Software



This AGREEMENT is made and entered into by and between BLACK MOUNTAIN SOFTWARE LLC, located at 110 Main Street, Suite 3, Polson, Montana 59860 (hereinafter referred to as BMS), and the Town of Biltmore Forest, located at 355 Vanderbilt Road, Biltmore Forest, North Carolina 28803 (hereinafter referred to as LICENSEE).

The LICENSED SOFTWARE, as such term is used in the Agreement, includes all software products that the LICENSEE has obtained from BMS through purchase, lease, subscription, or rental and includes software, associated files, and documentation that may be related thereto, as the same may, from time to time, be amended, updated, or customized. The software products, associated files, and documentation that together constitute a computerized system are hereinafter referred to as LICENSED SOFTWARE. Examples of LICENSED SOFTWARE include, but are not limited to, the following products: (a) BMS Cloud Hosting, software hosted on cloud servers which the LICENSEE is granted access to; and (b) BMS Summit products, web application software hosted online which the LICENSEE is granted access to.

BMS hereby grants LICENSEE a limited, nontransferable, non-exclusive LICENSE to an executable copy of the LICENSED SOFTWARE, solely for LICENSEE's own internal business purposes and subject to the terms set forth herein. All rights not expressly granted to LICENSEE are reserved by BMS and its licensors. LICENSEE's ownership of and right to use the LICENSED SOFTWARE shall survive termination of this AGREEMENT. Notwithstanding, LICENSEE's obligation to only utilize the LICENSE SOFTWARE for internal business purposes and not transfer to other entities, not named in this AGREEMENT, shall survive termination of this AGREEMENT.

SCOPE OF SERVICES & FEES

The Scope of Services to be provided by BMS are more specifically set forth in Exhibit 1 to this AGREEMENT.

The Initial Service Fee for each software product provided to LICENSEE is to be paid for by the NC League of Municipalities (hereinafter referred to as "NCLM") pursuant to the Municipal Accounting Services Assistance Master Agreement. The Initial Service Fee Schedule is attached hereto as Exhibit 2. This Initial Service Fee shall cover a period of three (3) years ("Initial Performance Period") beginning upon the date on which the BMS commences implementation of the software for LICENSEE. . Thereafter, LICENSEE shall have the option to continue this AGREEMENT as described below.

During the Initial Performance Period, neither the LICENSEE nor BMS shall make any changes, directly or indirectly, to the Scope of Services, as stated in Exhibit 1 of the Agreement, or the Initial Service Fee paid by the League as indicated in Exhibit 2 of the Agreement, without the prior written approval of the NC League of Municipalities. All costs incurred for activities outside of Exhibit 1 and Exhibit 2 of the Agreement or without prior approval of the NC League of Municipalities shall be borne by the LICENSEE.

After the Initial Performance Period expires, LICENSEE shall be notified annually of rates for the Annual Service Fee for the upcoming year in sufficient time for budgeting, if requested. LICENSEE agrees to

payment of Service fees for as long as LICENSEE uses the LICENSED SOFTWARE.

1. WARRANTY AND LIMITATIONS OF LIABILITY

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the LICENSEE, and shall conform to all prevailing industry and professional standards.

BMS does not warrant that the functions contained in the LICENSED SOFTWARE meet LICENSEE'S requirements. It is the responsibility of LICENSEE to determine that the functions provided by the software meet LICENSEE'S needs. In addition, LICENSEE assumes the entire risk of using the LICENSED SOFTWARE.

BMS agrees to use reasonable efforts to correct any material errors found in the LICENSED SOFTWARE, during the term of this and any subsequent AGREEMENTS regarding the LICENSED SOFTWARE, at no additional cost to LICENSEE. An error, or "bug", is defined as a logical defect in the software that causes it to perform a specific function or calculation in an improper manner, or not as originally intended or designed.

LICENSEE agrees to report any suspected error to BMS and to provide a detailed description of the situation surrounding the detection of the suspected error. BMS shall analyze the situation and determine the cause of the problem. If it is a material error, BMS shall use reasonable efforts to correct it and provide a new copy of the corrected executable code for use by LICENSEE. If an error has caused the loss or inaccessibility of any significant data previously entered into the LICENSED SOFTWARE by LICENSEE, BMS shall provide all reasonable assistance necessary to retrieve or reenter such data. BMS shall advise LICENSEE if there are charges associated with the data recovery effort.

IN NO EVENT SHALL BMS HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR DAMAGES RESULTING FROM LICENSEE'S USE OR POSSESSION OF THE LICENSED SOFTWARE.

IN NO EVENT SHALL BMS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUE BY LICENSEE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCURRED OR SUFFERED BY LICENSEE, EVEN IF BMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FURTHER, EXCEPT FOR CLAIMS BASED ON US PATENT OR US COPYRIGHT INFRINGEMENT OR FOR PERSONAL INJURY OR PHYSICAL LOSS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF BMS, LICENSEE AGREES THAT BMS'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO, THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), WARRANTY, OR ON OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BMS FROM LICENSEE FOR SUCH SPECIFIC LICENSE FOR THE PARTICULAR PRODUCT(S) AND SERVICE PERIOD(S) TO WHICH THIS CLAIMS PERTAIN.

LICENSEE'S REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE AND ANY OTHER GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

2. OWNERSHIP OF SOURCE CODE

BMS owns the copyrights and all associated intellectual property rights to the licensed software which is considered confidential and a trade secret. The original source code for each software product, including any alterations or customization requested and paid for by the LICENSEE, is the sole property of BMS. The original source code is not provided as part of this AGREEMENT. LICENSEE is only granted permission to utilize a copy of the executable code for each software product, subject to the terms and restrictions set forth in this AGREEMENT. However, if BMS should discontinue its operations so as to no longer be in a position to service, update, or otherwise care for its software products under this AGREEMENT, BMS shall take all reasonable steps to provide LICENSEE with a single copy of the then-current version of the source code of each software product LICENSEE utilized, at no additional charge. The source code supplied to LICENSEE under this provision shall be subject to each and every restriction on use and disclosure set forth in this AGREEMENT, and LICENSEE acknowledges that the source code and its associated documentation are extraordinarily valuable proprietary property of BMS that shall be guarded against unauthorized use or disclosure with great care.

3. NONDISCLOSURE

All rights of any kind associated with LICENSED SOFTWARE that are not expressly granted in this AGREEMENT are entirely and exclusively reserved to and by BMS. LICENSEE shall not give, assign, sell, rent, lease, or otherwise transfer this LICENSE or the LICENSED SOFTWARE, or any access to the same, to any third party. LICENSEE may also not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the LICENSED SOFTWARE.

The LICENSED SOFTWARE is protected by both United States copyright law and international treaty provisions. LICENSEE agrees not to disclose or otherwise make available the LICENSED SOFTWARE, or related documentation, in any form, to any person for any purpose other than as necessary to LICENSEE'S use of the software as authorized herein. LICENSEE is hereby granted permission only to make archival copies of approved LICENSED SOFTWARE for the sole purpose of back up to protect LICENSEE'S investment from loss. However, LICENSEE shall safeguard the original and all copies of the LICENSED SOFTWARE and documentation against unauthorized disclosure and take such steps as necessary to ensure that the provisions of this AGREEMENT are not violated by any employee of LICENSEE or any other individual with access to LICENSEE'S computer system. For only those users that have elected to have their software hosted through BMS on the "Cloud", or other online hosting service, a backup of each application and the related application database shall routinely be performed each workday by a third-party provider.

4. ADDITIONAL SERVICES

See Scope of Services in [Exhibit 1](#).

5. PROTECTION OF DATA

5.1 Implementation on Client Hardware/Network

Intentionally omitted.

5.2 Implementation on Cloud and for Online Services

BMS shall make commercially reasonable efforts to safeguard LICENSEE'S data. LICENSEE UNDERSTANDS AND AGREES THAT BMS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OF THE THIRD-PARTY PROVIDERS, AND THAT LICENSEE'S REMEDIES, IF ANY, RELATING TO LOSS OF DATA ASSOCIATED WITH ERRORS OR OMISSIONS OF THE THIRD-PARTY PROVIDERS ARE STRICTLY LIMITED TO CLAIMS LICENSEE MAY HAVE AGAINST THE THIRD-PARTY PROVIDERS.

In the event of loss of data, LICENSEE shall participate and assist with data recovery by all reasonable means, in conjunction with the efforts of the third-party provider of infrastructure as a service, as well as the third-party provider of backup services. IT IS UNDERSTOOD AND AGREED THAT BMS'S LIABILITY IN THE EVENT OF LOSS OF DATA IS STRICTLY LIMITED TO TAKING THE REMEDIAL MEASURES DESCRIBED HEREIN, AND IN NO EVENT SHALL BMS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE LOSS OF LICENSEE'S DATA.

5.3 Data Breach: Licensee's Obligation to Notify Individuals

In the event the parties hereto discover an unauthorized disclosure of LICENSEE'S data, the discovering party shall notify the other party within 24 hours of discovery of such a disclosure. LICENSEE hereby accepts all obligations under applicable law to notify each individual affected by the disclosure. LICENSEE agrees to pay all costs associated with the notification process and to diligently abide by all laws governing the unauthorized disclosure of personal information. BMS agrees to fully cooperate with the LICENSEE in their process. To the extent permitted by law, LICENSEE shall indemnify and hold harmless BMS against all costs of notification and remediation of an unauthorized disclosure of LICENSEE'S data, whether or not such breach is the direct result of an action or inaction of BMS. This indemnification shall extend to all claims for any losses, damages, liabilities, fines or expenses, including reasonable attorney's fees, arising out of any failure by LICENSEE to comply with its obligations hereunder.

6. NONPAYMENT

The Initial Service Fee for each software product provided to LICENSEE under this Agreement is to be paid for by the NC League of Municipalities pursuant to the Municipal Accounting Services Assistance Master Agreement. LICENSEE agrees to make all required payments for: (a) Annual Service Fees; (b) additional services that are requested by the LICENSEE under Section 4 above; and (c) any applicable Cloud Hosting or access fees, on or before the due date of such payment. If any such payment remains unpaid for a period of thirty (30) days, BMS shall have the right to terminate this AGREEMENT and all Service, support, Cloud Hosting, and/or access to the LICENSED SOFTWARE and other services.

7. COMPUTER SYSTEM

LICENSEE is responsible for and agrees to provide and maintain a computer system suitable to support the use and operation of BMS'S software products, as specified on BMS'S website in a document entitled Minimum Requirements. When applicable, LICENSEE is responsible for the stability of their internet access and understands that the quality of their internet connection can impact the services BMS provides. LICENSEE is responsible for and agrees to keep computer workstations, servers, operating systems, network switches and wiring, uninterruptible power supplies, etc. up to date and functioning properly. Information on the use of LICENSED SOFTWARE, including system performance metrics, is monitored and collected by BMS for the explicit purpose of improving the Software, End Users' experience, Software performance, Software reliability and general troubleshooting practices. LICENSEE may request BMS'S advice regarding modification of server, workstation, and/or network environments to ensure proper functioning of BMS'S software. However, actual modifications are to be performed by LICENSEE'S in-house or contracted technical support personnel, unless BMS personnel are specifically directed to make changes in an emergency. In this case, authorization to proceed must be provided in writing to BMS. If LICENSEE fails to properly provide and maintain a suitable computer system, and this leads to data corruption, LICENSEE may incur charges from BMS to cover costs related to repairing or restoring damaged data. In such an event, BMS retains the right to notify LICENSEE of the fact and the amount of the charges within 30 days of discovery and reporting of the issue.

8. APPLICABLE LAW

This AGREEMENT is the complete statement of the AGREEMENT between the parties on the subject matter, and merges and supersedes all other or prior understandings, agreements, and arrangements. This AGREEMENT shall be governed by the laws of the State of North Carolina. Exclusive jurisdiction and venue for all matters relating to this AGREEMENT shall be in courts located in the State of North Carolina, and BMS and LICENSEE consent to such jurisdiction and venue. If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, modified to conform with such applicable statute or rule of law.

9. NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the LICENSEE by the BMS are subject to the public records laws of the State of North Carolina and it is the responsibility of the BMS to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the LICENSEE. BMS understands and agrees that the LICENSEE may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

10. E – VERIFY

BMS shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of BMS's knowledge, any subcontractor employed by BMS as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

11. IRAN DIVESTMENT ACT

BMS certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, BMS shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

12. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT

BMS certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

13. FORCE MAJEURE

BMS will not be responsible for any delay or failure to perform obligations specified in this AGREEMENT due to causes beyond BMS's reasonable control.

14. TERM AND TERMINATION

The term of this AGREEMENT shall be for so long as there are then current orders made a part hereof unless earlier terminated as provided herein.

Either party may terminate this AGREEMENT by giving the other written notice effective no later than sixty (60) days prior to the next Annual Service fee date. Such written notice shall be addressed and delivered to the designated points of contact, respectively, for LICENSEE and BMS at the addresses provided above or as later provided.

BMS may suspend LICENSEE's access to the LICENSED SOFTWARE and services during any period that LICENSEE is in material breach of this AGREEMENT or LICENSEE's access to and use of the LICENSED SOFTWARE creates a material security vulnerability. Where practicable, BMS will give LICENSEE at least two (2) days' advance notice of the suspension unless the suspension is made under emergency circumstances. BMS will reinstate LICENSEE's access to the LICENSED SOFTWARE when the grounds for suspension are cured.

In the event this AGREEMENT is terminated, BMS will retain LICENSEE's data for up to sixty (60) days from the effective date of termination. During that sixty (60) day period, upon LICENSEE's request, BMS shall provide LICENSEE with a backup copy of their data for each licensed software product that can be reasonably transferred to a local hosting service. In this case, BMS may assist LICENSEE with installation and/or configuration of LICENSEE'S software and data on a local network, upon payment of related installation fees. BMS has no obligation to retain LICENSEE's data after the sixty (60) day period and may destroy LICENSEE's data any time thereafter

15. INDEPENDENT CONTRACTOR

BMS shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. BMS represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the LICENSEE.

16. NO ASSIGNMENT

Neither party may assign this AGREEMENT without the express written consent of the other. Notwithstanding the foregoing, a Party may assign this AGREEMENT and all of its rights and obligations hereunder to any AFFILIATE or to any THIRD PARTY in connection with the transfer or sale of all or substantially all of its business, or to which it may transfer all or substantially all of its assets to which this AGREEMENT relates, or in the event of its merger, consolidation, change in control or similar transaction, without obtaining the consent of the other Party, provided that the assigning party remains liable under this AGREEMENT and that the THIRD PARTY assignee or surviving entity assumes in writing all of its obligations under this AGREEMENT.

17. DUTY OF LICENSEE

The LICENSEE further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Systems and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact Black Mountain Software on behalf of the LICENSEE as needed to facilitate implementation of the Municipal Accounting Systems and Cybersecurity Grant; (4) make reasonable efforts to maintain industry standards for cybersecurity; and (5) use the Standardized Chart of Accounts as provided in the Black Mountain Software installation.

THE REMAINDER OF THIS PAGE REMAINS BLANK INTENTIONALLY.

SIGNATURES ARE ON THE NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the LICENSEE's signature.

BLACK MOUNTAIN SOFTWARE, LLC:

LICENSEE:

TOWN OF BILTMORE FOREST

a North Carolina Municipal Corporation

By:

By:

Signature

Signature

Mike Fabrizio

Name

Co-CEO

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

**The undersigned acknowledges this Agreement
and its obligation to fund services
provided herein as set forth under
separate agreements between the NC
League of Municipalities and each of the
parties above.**

NC League of Municipalities

By:

Signature:

Name:

Date:

EXHIBIT 1 Scope Of Services

MEMBER SERVICES

The Initial Service Fee and Annual Service Fee, as shown in The Initial Service Fee Schedule cover 1.) the purchase of an executable copy of the LICENSED SOFTWARE; 2.) telephone and other means of support, including granting access to online services provided by BMS, and training to all of LICENSEE'S involved personnel in the use of the LICENSED SOFTWARE; 3.) initial transfer of data from the LICENSEE's current system into the LICENSED SOFTWARE, 4.) error correction, including software updates current with all changes in applicable law and equivalent to the products sold to new clients, and related data files changes; and 5.) hosting LICENSED SOFTWARE, including backup through a third-party provider.

1. Software Purchase. BMS grants LICENSEE a limited, nontransferable, non-exclusive LICENSE to an executable copy of the LICENSED SOFTWARE. This includes the selected Base Package and Add-On Applications from the corresponding Initial Service Fee Schedule.

All the software products are multi-user, with an unlimited number of LICENSE users (seats).

2. Support and Training. Unlimited phone, email, and internet support is included in the LICENSEE's services. Support is available during normal business hours, which are Monday through Friday, 7:00 a.m. to 5:30 p.m. (Mountain Time). Any unexpected down times will be communicated via email as needed.

Training is included for the LICENSEE, with the services provided for each software application. Unless specifically arranged, initial training will be conducted online. After initial training, free online training is always available with advanced scheduling required. Hourly charges and travel costs apply at a pre-quoted rate for training physically provided onsite.

3. Data Transfer. At initial implementation, BMS will assist the LICENSEE in transferring (i.e. converting) data from an existing system(s). BMS will provide the LICENSEE, via NCLM, all data requests and data conversion templates needed for the conversion process. Any additional conversion data requested by LICENSEE would be custom and additional costs would apply to convert such data. A quote would be provided after discussion of the data to be included and review from BMS staff.

The following list includes, but is not limited to, the data BMS will convert for the Base Packages:

Fund Accounting – BMS approved universal chart of accounts as required for NCLM MAS participants, vendors, conversion month, YTD balances for balance sheets, revenue and expenditure accounts, outstanding checks, current year purchase orders.

Payroll – employee master file information (including demographic area, rates of pay, tax exemption settings, contact information), deductions, YTDs (to produce W2s), outstanding checks, leave balances.

Utility Billing – customer information (including account numbers, route/walk sequences,

independent billing, owner and resident names/addresses), balances, rate codes, security deposits, meter information (including readings), comments/notes.

Year-to-date (YTD) totals and/or ending balances are converted. Detailed transaction history is not converted.

4. Software Updates. Updates to the software will be applied as needed on a per-application basis. Critical updates required for error correction will be applied as needed. All BMS applications and cloud systems have updates automatically applied as they become available. Required system maintenance shall be scheduled and performed in such a way as to minimize disruption to LICENSEE's workflow.
5. Hosting. BMS shall arrange for the hosting of LICENSEE'S applications by a third-party provider of infrastructure as a service, or through BMS'S online services.

Via Hosting, the software and data can be accessed 24/7 outside of the designated weekly maintenance window, which is 11:00 p.m. Saturday to 1:00 a.m. on Sunday (Mountain Time). Unexpected down times will be communicated via email as needed.

In addition, BMS shall arrange for LICENSEE'S data for each software product to be backed up each workday using a third-party provider of backup services. Data storage and backup shall meet all applicable industry and governmental standards for electronic storage, data security and backup. LICENSEE has the option, but not obligation, to perform additional backups manually to local workstations.

ANNUAL SERVICE FEES SPECIFICALLY **DO NOT COVER** (1) CUSTOM SOFTWARE ENHANCEMENTS, (2) LOCAL CLIENT HARDWARE/NETWORK RELATED SUPPORT, (3) DATABASE REPAIR DUE TO NON-SOFTWARE RELATED PROBLEMS SUCH AS THOSE INVOLVING LOCAL CLIENT HARDWARE, THE LOCAL CLIENT NETWORK, OR THE LOCAL CLIENT NETWORK ENVIRONMENT AND (4) FORMAT CHANGES TO ANY FILE USED TO IMPORT DATA FROM OR EXPORT DATA TO A THIRD PARTY.

ADDITIONAL SERVICES

LICENSEE may request BMS to perform additional services. Additional services can include, but are not limited to, additional data preparation or conversion; supplemental training or preparation of supplemental training materials; changes to any import or export file; changes to any credit card processing interface; and systems analysis and custom programming. A cost estimate for any such services shall be provided by BMS in response to a request by LICENSEE. If travel is required, an estimate of these costs shall also be provided. Upon agreement in writing by both parties, the requested effort shall be performed. Such an effort shall be provided at BMS'S standard rate during the period of performance. Costs of additional services shall be billed once the services have been provided and shall be due and payable within one month of billing. Actual travel costs shall be billed. Travel costs may include mileage or airfare, a nominal travel time charge per person, per diem, rental car, and lodging. Mileage and per diem shall be based on the current Federal rates.

Any additional services, not covered in the Scope of Services and Annual Service Fees, are paid for by the LICENSEE, and not the funding responsibility of NCLM.

EXHIBIT 2 - Initial Service Fee Schedule

Please see next Page for Exhibit 2, which will become part of the “Approved Budget” pursuant to Article II, Section 2 of the Memorandum of Agreement.

Town of Biltmore Forest
Jonathan Kanipe, Town Manager
355 Vanderbilt Road
Biltmore Forest, NC 28803
jkanipe@biltmoreforest.org



August 21, 2025

Package Description	License Purchase Fees	Annual Fees Year 1	Conversion Fees	Annual Fee Prepayment		Total
				Year 2	Year 3	
Base Packages: Fund Accounting, Payroll, & Utility Billing						
Fund Accounting	\$33,700	\$6,600	\$1,850	\$6,800	\$7,000	\$55,950
Payroll	\$7,890	\$2,250	\$1,100	\$2,320	\$2,390	\$15,950
Utility Billing	\$14,390	\$4,200	\$4,650	\$4,320	\$4,450	\$32,010
Base Package Subtotals:	\$55,980	\$13,050	\$7,600	\$13,440	\$13,840	
Add-On Applications:						
Credit Card Manager	\$1,875	\$340	\$0	\$350	\$360	\$2,925
Check Signer Accounting	\$1,855	\$30	\$0	\$30	\$30	\$1,945
Check Signer Payroll	\$1,855	\$30	\$0	\$30	\$30	\$1,945
CR Cash Drawer	\$240	\$0	\$0	\$0	\$0	\$240
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505
Daily Time Cards	\$790	\$315	\$0	\$325	\$335	\$1,765
Human Resources	\$3,740	\$680	\$615	\$700	\$720	\$6,455
UB-Rate Analysis	\$1,855	\$30	\$0	\$30	\$30	\$1,945
Property Tax	\$4,415	\$850	\$1,060	\$875	\$900	\$8,100
Permitting	\$4,670	\$850	\$765	\$875	\$900	\$8,060
PublicView	\$270	\$1,210	\$0	\$1,245	\$1,280	\$4,005
Summit Code Enforcement	\$530	\$2,400	\$425	\$2,470	\$2,545	\$8,370
BMS Pay	\$0	\$750		\$780	\$810	\$2,340
All Subtotals:	\$79,635	\$20,535	\$10,465	\$21,150	\$21,780	
Grand Total:						\$153,565

Base Package Detail by Application (All applications and packages are inclusive of Cloud Hosting)

Fund Accounting:

Accounting Core
Purchase Orders
Remote Requisitions
ACH Credit
Positive Pay
Cash Receipting
Budget Preparation

Payroll:

Payroll Core
ACH Direct Deposit
Employee Portal

Utility Billing:

Utility Billing Core
ACH
AMR Interface
Email Bills
Summit Service Orders
BMS Pay

Additional Terms

1. All prices are in effect for calendar year 2023. To guarantee these prices, individual License Agreements must be entered into by the end of 2023. All pricing after 2023 will be subject to change. All towns/cities not belonging to the MAS program will be subject to standard BMS pricing.
2. Prices do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; during the Term of the Master Agreement between BMS and NCLM, such taxes are the responsibility of the League.
3. Utility Billing requires the use of specific bill layouts, options, and laser compatible billing forms for either postcard or full-page bills, as provided by BMS during the implementation process. Any additional work to edit or modify form layouts will be considered custom and billed at our current hourly rate. For the avoidance of doubt, LICENSEE shall be responsible for paying such costs.
4. With Automated Bank Drafting (ACH), there are setup and transaction fees charged by the banking institution (normally, a local bank) that processes these payments. LICENSEE shall be responsible for paying for such transaction fees.
5. This price indicates a standard file layout that BMS uses for the AMR Interface (Utility Billing). If a new/custom layout is needed to successfully complete this interface, additional service fees may be charged to accommodate a UB – AMR Custom Interface. LICENSEE shall be responsible for paying for such additional service fees.
6. The League will be billed and will pay for the License Purchase Fee, Year 1 Annual Service Fee, and Conversion Fee, as set out in the Initial Service Fee Schedule (under the applicable License Agreement between BMS and the LICENSEE), at the beginning of implementation. Upon completion of implementation, the League shall pay the Year 2 and Year 3 Annual Service Fee Prepayment fees referenced in the Initial Service Fee Schedule.
7. Existing clients purchasing additional modules will be billed upon commitment as follows: one-time fees billed in full and annual fees prorated to coincide with the annual renewal date.
8. All fees not identified in this License Agreement or the Memorandum of Agreement between the LICENSEE and the League shall be borne by the LICENSEE.