

PROPOSED AGENDA

Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, March 12, 2024 at 4:30 p.m.

A. Pledge of Allegiance

B. Roll Call

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

C. The minutes of the February 13, 2024 meeting will be presented for approval.

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. New Business

1. Consideration of Driveway Encroachment onto East Forest Road
2. Consideration of Agreement with Flock Safety for Camera System Installation
3. Consideration of Award to Hyatt Pipeline for Stormwater Improvements Project
4. Consideration of Construction Administration Agreement with McGill
5. Consideration of Materials Testing Agreement with
6. Ridgefield Place/Hendersonville Road Intersection Survey Results
7. Biltmore Forest Tick Reduction Ad Hoc Committee
8. Consideration of Resolution 2023-04 – A Resolution Authorizing the Surplus of Town Personal Property
9. Request for Tax Penalty Waiver – 5 Busbee Road

G. Adjourn

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

Meeting ID: 822 2845 5470

Passcode: 966757

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS OF
BILTMORE FOREST HELD FEBRUARY 13, 2024

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 Fran Cogburn, present

Commissioner Glenn Kelly, 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.

Commissioner Cogburn made a motion to approve the minutes from December 12, 2023. Commissioner Loomis seconded the motion. The minutes were unanimously approved.

Chief Trevor Lance gave the report for the Skyland Fire Department. The call volume is lower than normal with 28 calls for the month. Most of the calls are assisting EMS. There were no fire calls.

Mr. Kanipe discussed the Resolution honoring the service of Mr. Paul Zimmerman for his service with the Planning Commission. Mr. Zimmerman was part of the Planning Commission from 2021-2024. Mrs. Diane Zimmerman was also recognized for her service to the Town as the Town historian and provided a wealth of knowledge with her research.

Commissioner Loomis made a motion honoring the service of Mr. Paul Zimmerman. Commissioner Cogburn seconded the motion. The motion was unanimously approved. Mr. Kanipe

recognized Mr. and Mrs. Zimmerman and the Board thanked them for all their dedicated service to the Town.

Chief Chris Beddingfield gave the report for the Police Department. There were a total of 700 calls for the month which was a busy month. 18 cars were broken into, there were two cars stolen, and four firearms stolen. It was linked to an Asheville case where there were a total of seventy cars broken into throughout South Asheville. The good news is the teamwork with them, they ended up solving it and two juveniles were charged with eighty-two charges. Kenny Merritt worked very hard during this investigation and there was a lot of good teamwork with the City of Asheville. There is still no update on the residential burglary. The State Bureau of Investigation is still working on electronic records to help the police department solve this. Chief Beddingfield attended the Police Chiefs Conference and was impressed with the presentation of the Coral Springs, Florida Police Chief. He was responsible for responding to the Parkland, Florida school shooting. Staff learned about preparation, and it was really specialized, in-depth training.

Mr. Harry Buckner gave the report for the Public Works Department. A new recycling and brush calendar were hand delivered to each resident. There were three trees that fell in January. There was also one down today with rainy weather and wind.

Pothole patching was also done throughout Town. There were twenty-four potholes that were patched up. The trail work at Brookside Park was also started. This is anticipated to be a two-month project.

They are also doing heavier repairs to the storm drain system. They will also seed and fertilize the park.

Commissioner Kelly asked about Stuyvesant Road and when it will be fixed at the intersection. Mr. Buckner said this will take approximately six months to have the road fixed. Mr. Kanipe said there will be something in the newsletter letting residents know when this will be completed.

Commissioner Cogburn asked when the bridge will be repaired in Greenwood Park. Mr. Buckner said they having trouble finding a contractor. Many companies have been non-responsive. Mr. Buckner said they are working on finding someone to get this completed and he is aware this is an important matter.

Mr. Tony Williams gave the Planning report. There were seventy-eight land use conferences. There were three notices of violations and three resolved violations. There were four complaints, and thirty-five plans reviewed this month. There were ten permits issued. The January Board of Adjustment meeting was cancelled due to unforeseen circumstances. The next Board of Adjustment meeting will be held next Monday.

Mr. Jonathan Kanipe gave the report for the Town. The facility planning update is going well and they are reviewing the plans. There will be a significant update to the Board at next month's meeting.

The work at Brooklawn park is going well and the trail should be completed by April 1st.

The plans with Greenwood Park are going well and the swing set installation was completed on Monday, February 5th. There was an issue with the pavilion construction, but this should be resolved within the next few days.

Mr. Kanipe said the personnel policy update is going well. There was an all-staff meeting held last Thursday to discuss the upcoming revisions to the personnel policy. We received excellent feedback from the staff, and we will have another meeting with them prior to finalizing it.

Mr. Kanipe said Primary Election Day is Tuesday, March 5th and the Town Hall will serve as the election location. The staff at the Town Hall will work remotely that day to allow for extra parking spaces for voters.

The tick reduction program was discussed. The Town has hosted several lectures regarding the increase of tick-borne diseases within Biltmore Forest and Western North Carolina. Mr. Kanipe said information was also sent out in December on what the Town was hoping to reduce the population. A survey was mailed to residents as well to see what their preference was. There is no intent from the Town to spray the open areas of the park because we keep those cut very short during the season and generally don't have issues in the park. They would be around in the woodland areas and Mr. Kanipe had some ideas in terms of what the Board may want to do.

One idea is putting a three-foot barrier of wood chips between grass and woodland areas. Also, signage will be installed for all the parks. A kiosk with handheld tick repellent wipes may be an idea. We can also put information on the Town's website and newsletter articles. These are some of the different options other than spraying. The Town will move forward with what the Board would like to do.

Ms. Angela Newnam collected the survey data and said there were sixty-four surveys collected. Information is being collected and will continue to get these numbers finalized. There was one fatality which passed away from Rocky Mountain Spotted Fever. Ms. Newnam said of the cases people have caught it early and are able to treat it with antibiotics. There are eight out of the forty-three people who have ongoing and serious symptoms. Ms. Newnam said it is not easy to get rid of. For the people that have sprayed their yards have had dramatic reduction in the number of ticks. Last year, there were approximately thirty yards sprayed and she hopes there are more being sprayed this year. Commissioner Cogburn suggested a product called Thermacell that is made with permethrin. She said this is a great product to try and can be bought at various stores in the area.

Commissioner Kelly said his concern with spraying yards is what else is being killed while yards are being sprayed such as honeybees, butterflies, and insects and is very reluctant to do this. Ms. Newnam said we are all concerned about this but the spraying is supposed to take place in February and March when the bees are not active. In the fall, the notion is to spray when the leaves are cleaned up and the bees are also not active. Spraying should not be actively done in late spring and summer.

Mayor Goosmann said we need to table this discussion to another time. Commissioner Kelly agreed. Commissioner Loomis said this is an issue that needs to be addressed but we should have a study committee get together because this is a very serious consideration to make. Commissioner Loomis asked Ms. Newnam if she would be willing to be the leader of the study committee. Ms. Newnam said yes. Ms. Newnam said she would love to have multiple approaches to this.

Mr. Kanipe said we can bring this back next month and get all the people together to give us more information. Mr. Kanipe said he would reach out to Ms. Newnam and Ms. Janet Whitworth who are very knowledgeable about this.

Ms. Martha Barnes asked Ms. Newnam if there is a third-party resource that is science based that could help us. Ms. Newnam said they can look for one and there are various Lyme foundations. Mr. Kanipe said someone from a cooperative extension service as well.

The next topic of discussion is the Ridgefield and Hendersonville Road intersection. Mr. Kanipe said most recently in 2022, the Town did a transportation study and the issue is the safety is the intersection turning left on Hendersonville Road or turning left onto Ridgefield Place from Hendersonville Road. One option would be to have a right turn out only. This would limit ingress and egress to only turning right out of Ridgefield and only turning right onto Ridgefield.

Commissioner Loomis asked if there was an option to having no entry out and only entry in. Mr. Kanipe said there could be an option for this and asked what Mr. Buckner's perspective on this is.

Ms. Sarah Garland who lives at 6 Ridgefield said there are a variety of issues on Ridgefield. She also said people speed on this road and when traffic on Hendersonville Road is at a standstill, they use Ridgefield as a cut through. Ms. Garland would like to see this closed off and said it is a pointless opening. She also said she would like to see a speed bump in the middle of Ridgefield.

Ms. Penny Branch at 22 Ridgefield said the construction vehicles have done a lot of damage on this road as well. Ms. Garland asked if we could poll the residents on this road and see what people think about the different options.

Mr. Drew Stephens said there is an increased traffic flow on Ridgefield and people do speed down this road. Mr. Stephens said if anyone has been on the North side of the Parkway, there are still no left turns allowed and people still turn left onto Hendersonville Road. He is interested in some form of closure of Ridgefield. We also need to make sure EMS can get down this road.

Mr. Kanipe said they have reached out to Buncombe County EOC and Skyland Fire Department to discuss this access issue and will be meeting with them.

Ms. Newnam also agreed it would make sense to close off Ridgefield. Ms. Newnam used to live on Eastwood and saw all the traffic come through this area.

Consideration of Townwide Watershed Restoration Project was discussed. Mr. Kanipe said the Town in June applied for a matching grant from the North Carolina Land and Water Fund to do a Town wide watershed restoration project. We've gotten approval of the funding but we haven't received the actual contract yet from the State. We just need the approval of the agreement with Jennings Environmental to do the work contingent upon receiving the contract from the State.

Commissioner Cogburn made a motion to approve the project. Commissioner Kelly seconded the motion and was unanimously approved.

The next topic of discussion is the Vanderbilt Road Stormwater Upgrades Project. We began this in the 2019 stormwater master plan. This project has been going on for a while now. We advertised bids in the beginning of February and there will be an opening for this on February 27th. The actual bid was advertised on January 26th. We will have the consideration on our meeting in March.

Consideration of resolution to approve the Budget Amendment FY 23-24. Mr. Kanipe said this reflects the funds that came in to employees from residents. It was distributed equally among all full-time employees. Commissioner Loomis made a motion to approve the Budget Amendment, Commissioner Cogburn seconded the motion and was unanimously approved. Commissioner Loomis is very grateful to the resident who suggested doing this for the Town employees.

The next topic of discussion is a Resolution to approve the sale of equipment. This allows us to place the 2007 Ford F-150 on GovDeals. Commissioner Cogburn moved to approve the Resolution. Commissioner Loomis seconded the motion. The motion was unanimously approved.

The last item is the Consideration of Easement for Sewer Service line for 26 East Forest. Commissioner Kelly made a motion to approve. Commissioner Loomis seconded the motion and was unanimously approved. Mr. Clarke said the actual easement has the Grantor corrected to the Town of Biltmore Forest with a few other minor changes.

The meeting was adjourned at 5:49pm.

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

PUBLIC COMMENT

There was no Public Comment.

ATTEST:

Laura Jacobs
Town Clerk

George F. Goosmann, III
Mayor



Skyland Fire & Rescue

Biltmore Forest Valley Springs Station

Phone: (828) 684-6421 Address: PO Box 640 Skyland NC 28776 Fax (828) 684-1010
www.skylandfire.com



Biltmore Forest Valley Springs Station

Incident Response

February 2024

Incident Type

745 - Alarm system activation, no fire - unintentional	2
743 - Smoke detector activation, no fire - unintentional	1
735 - Alarm system sounded due to malfunction	1
631 - Authorized controlled burning	1
611 - Dispatched & canceled en route	3
571 - Cover assignment, standby, moveup	1
554 - Assist invalid	2
400 - Hazardous condition, other	1
322 - Motor vehicle accident with injuries	1
321 - EMS call, excluding vehicle accident with injury	2
311 - Medical assist, assist EMS crew	11
141 - Forest, woods or wildland fire - Mutual Aid Call	1
111 - Building fire - Mutual Aid Call	1

Total Calls **28**

Respectfully Submitted,

Trevor Lance

Chief Trevor Lance
Skyland Fire Rescue

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



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

Biltmore Forest Police Department March 12th, 2024 Commission Report

February 2024 Data

Total Calls For Service:

644 (700 last month)

Arrests:

2-Felony Arrests-Both for Felony Drug Possession and Both Out of Traffic Stops

6-Misdemeanor Arrests-3-Driving While Impaired, 2 From Traffic Stops and One From A Vehicle Crash Witnessed By the Officer-2-Outstanding Felony Warrants from Other Jurisdiction Both from Traffic Stops. 1-For Domestic Violence Assault and False Imprisonment From a Call For Service for Domestic Violence.

Citations:

29-Citations for various traffic violations (26 last month)

Time Consumption Summary:

Approximations:

Business Checks- 4 hours

House Checks- 4 hours

Radar Operation- 4 hours

Vehicle Crash Investigation- 2 hours

Notable Calls and Projects:

Tesla ModelPD brought us a demo vehicle and a representative to answer any questions. We were very impressed with their product, but we are still investigating the feasibility of an electric vehicle and what would be best for us at Biltmore Forest.

We have a conditional offer for a prospective fulltime employee. We are waiting for certification to come back from the state standards division. We are also conducting interviews to fill our last opening and have several candidates we are looking at.

No updates from the SBI or Federal agencies on our major cases we are working.

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

Calls For Service

02/01/2024 - 02/29/2024

BILTMORE FOREST POLICE DEPARTMENT	Count	Percent
ALARM	17	2.64%
ANIMAL CONTROL	8	1.24%
ASSIST MOTORIST	9	1.40%
ASSIST NON-RESIDENT	1	0.16%
ASSIST OTHER AGENCY	8	1.24%
ASSIST RESIDENT	4	0.62%
BUSINESS CHECK	331	51.40%
CRIME PREVENTION	2	0.31%
DISPUTE	1	0.16%
DISTURBANCE	1	0.16%
DOMESTIC	1	0.16%
FIGHT	1	0.16%
FOLLOW-UP INVESTIGATION	1	0.16%
FRAUD	1	0.16%
HOUSE CHECK	117	18.17%
INCOMPLETE 911	2	0.31%
LARCENY	1	0.16%
MEDICAL EMERGENCY	14	2.17%
MISSING PERSON	1	0.16%
NOISE COMPLAINT	1	0.16%
ORDINACE VIOLATION	3	0.47%
RADAR OPERATION	4	0.62%
SMOKE COMPLAINT	1	0.16%
SPECIAL ASSIGNMENT	1	0.16%
SPECIAL CHECK	5	0.78%
STOLEN VEHICLE	1	0.16%
SUSPICIOUS ACTIVITY	4	0.62%
SUSPICIOUS PERSON	6	0.93%
SUSPICIOUS VEHICLE	16	2.48%
TALK WITH OFFICER	11	1.71%
TEST CALL	3	0.47%
TOWN HALL BUSINESS	1	0.16%
TRAFFIC CONTROL	1	0.16%
TRAFFIC STOP	52	8.07%
TREE DOWN	1	0.16%
TRESPASSING	1	0.16%
VEHICLE ACCIDENT	5	0.78%
WELFARE CHECK	6	0.93%
Total Records For BILTMORE FOREST POLICE DEPARTMENT	644	Dept Calls/Total Calls 100.00%
Total Records	644	

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

MARCH 12, 2024



Agenda Item D-3

Public Works Director Monthly Report

Recurring Activities:

The Public Works Department has completed the following activities during the month of February:

- Collected 34.19 tons of garbage.
- Diverted 10.99 tons of recycled goods from garbage.
- Picked up 16 loads of brush (approximately 480 cubic yards) over 9 days.
- Responded to 45 total utility locate requests, comprised of 40 new requests and 5 updates.
- Visited 6 residences for Tree Assessments, approving the removal of 33 trees, and requiring the installation of 17 trees and 21 screening plants.
- Completed daily chlorine residual tests across town and the required two (2) bacteriological tests, and the quarterly disinfection byproduct tests (4 total). 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 continue to perform litter pick-ups as needed, focusing on the entrances.
- Brush collection on the North Route began on February 15th and the South Route began on February 29th.

Miscellaneous Activities in February

- We continue our weekly routine maintenance of all public spaces including general clean-up and servicing of five (5) dog waste stations.
- Responded to three (3) downed trees blocking the roadway on Vanderbilt Road, Busbee Road, and Westwood Road.
- Staff repaired a sink hole in the shoulder of Eastwood Road near Stuyvesant Road.
- We repaired a sink hole and replaced a broken water meter box in the shoulder of 8 Fairway Place.
- Staff repaired a broken storm drain near 107 Stuyvesant Road.
- We adjusted a water meter box to grade at 11 Stuyvesant Road
- We hand cleaned and straightened all the street signs in town (stop signs, speed limit signs, etc.)

- We have been using the tractor and blower to keep the roads cleared of leaf and other debris.
- Major transmission repairs are continuing to our back-up garbage truck and our 2016 Ford F550 garbage truck.
- We completed modifications to the stormwater control measure closest to Stuyvesant Road in Greenwood Park which will allow the facility to properly drain in dry weather.
- Staff continues to maintain and clean debris from storm drain inlets across Town.
- We completed significant areas of shoulder and public property clearing at Forest and East Forest Road, at Brookside Road near Southwood Road, and along Westwood Road near Greenwood Road.
- We began installing mulch between the row of spruce trees and the edge of Park Road in Rosebank Park as a beautification effort. This will be finished next month.
- Staff replenished the Playsafe mulch in the play area in Rosebank Park.
- We cleaned out and replenished the sand in the covered sand box in Rosebank Park.
- Staff removed the collapsing pedestrian bridge from Brooklawn Park, and shaped, seeded and strawed the area around where the bridge was located.
- We performed a walk-through winter cleanup in Brooklawn Park collecting downed limbs, leaves, and debris from the area.
- Our team aerated, overseeded, and fertilized the Town Hall complex, Greenwood Park, and the Pond area of Brooklawn Park.

Larger/Capital Projects Updates

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

- We attended both a pre-bid conference and bid opening for this project in February.
- We anticipate construction beginning around April 1st and concluding near the end of October.
- There is a separate agenda item update for this project.

Streetlight LED Conversions and Service Upgrades

- There is one streetlight malfunctioning with a failed ballast at the intersection of Vanderbilt and Cedarcliff Roads. There are a total of 64 total streetlights in the Town.
- In conjunction with the Police Department, we will be assisting with the camera installations as needed.
- MB Haynes Electric will be completing any conversions and improvements necessary at the desired locations to make the cameras active.
- There is a stand-alone agenda item for additional information on this project.

Greenwood Park Improvements

- The Contractor set form boards for the picnic table slab on March 5th and will pour the slabs as soon as the site dries up enough to accept the concrete. I anticipate that to occur in the next week or so. We are already in possession of the picnic tables and other accessories to be installed at the site.
- We have a contractor ready to begin work on the pedestrian bridge.
- Final paving of the walking trail will occur after the completion of the bridge and pavilion so they can be properly tied to the slabs, bridge, and adjoining areas.
- Manager Kanipe has an update in his Board report as well.

Brookside Park Clean-up and Trail Construction

- Construction on the trail began on January 22, 2024, by our contractor, Long Cane Trails. They are approximately 30% complete. Construction is anticipated to conclude on April 1 depending on good weather.

Upcoming in March

- Staff will complete the required daily chlorine and monthly bacteriological testing.
- Normal brush collection will continue with the North Route on March 18th, 2024, and the South Route on April 1st, 2024.
- We believe that the snow season has likely concluded for the year. Note that there were no winter storms requiring a response this season.
- Transmission repairs will continue on the 2016 Ford F550 garbage truck.
- Staff anticipates installing new water meters at 26 E. Forest Road and at 332 Vanderbilt.
- We will complete installing the rest of the mulch between the spruce trees and Park Road in Rosebank Park this month.
- We anticipate mowing season to begin towards the end of March.
- Ahead of mowing season, we will continue to perform winter debris clean-up in all public spaces.
- We will begin the process of specifying and acquiring a new garbage truck. We expect it to take approximately 10 months to complete this acquisition.

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

**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024**



Agenda Item D-4

Monthly Planning 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 meeting
- Conducted site visits with the Board of Adjustment Members for all projects to be heard.
- Attended Board of Adjustment meeting (Planning Board Canceled)
- Communicate weekly with all who submit plans for approval.
- Weekly advising homeowners and contractors of the ordinances.
- Addressing violations as needed.
- Issuing permits as needed

Monthly Breakdown

- Review of potential subdivisions: 1 (Re-Review)
- Land use conferences virtual/on site: 91
- Notice of violations verbal/written: 1
- Resolved violations: 2
- Complaints: 2
- Plans reviewed: 45
- Plans reviewed for BOA: 6
- Plans reviewed for Design Review Board: 3
- Permits issued: 3

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

MARCH 12, 2024



Agenda Item D-5

Town Manager's Monthly Report

Greenwood Park Updates

The final pieces of the Greenwood Park upgrades are in process. A concrete pad is currently being installed in lieu of the pavilion that was planned previously. This concrete pad will hold two picnic tables. Additionally, a concrete pad will be poured on the southside of the creek that will allow the installation of another park bench in this area. The two final components of this work are also in process. Tennoca Construction Company will be pouring the bridge abutments within the next two weeks and once the steel is fabricated, the bridge across the creek will be completed. The last piece of this project is paving the paths within the park – this will be completed once the above work is all finished.

Rosebank Park Facility Upgrades

The stormwater construction project will begin in Rosebank Park. This portion of the work is where the largest diameter pipe will be buried, which will result in a swath of the park being disturbed during this time. The Town will use this time to make several significant upgrades to the park, including a new playground structure, swing consolidation, and a renewed picnic table area. This will also occur with the removal of several trees that need to come down as part of the stormwater project. The new playground structure is geared most toward children ages 2-12.

Brooklawn Park Trail Project

Work has continued over the past month on the trail in Brooklawn Park. The trail project is scheduled to finish by the first of April and we have received significant positive public comment about the work that has already occurred.

NC Land and Water Fund Grant Agreement

Last month, the Board approved an agreement between the Town and Jennings Environmental to perform a townwide stream restoration assessment. This agreement was contingent upon receiving the final, approved contract documents from the NC Land and Water Fund (NCLWF). We received these documents last week and have no objections to this funding. We will return the signed agreement to the state within the next week and commence this project.



Monthly Financial Report

January 2024

CASH ACCOUNTS

First Citizens Money Market Checking	2,032,220.41
NCCMT General Fund Government	4,571,718.41
NCCMT Water Fund Government	104,515.80
TOTAL	6,708,454.62

NORTH CAROLINA CASH MANAGEMENT TRUST

GENERAL FUND Government

Beginning Balance	4,425,009.16
Local Gov't Distribution (NCDOR)	126,699.95
Transfer to First Citizens Checking	-
Interest Earned	20,009.30
Ending Balance	4,571,718.41

WATER FUND Government

Beginning Balance	104,052.15
Interest Earned	463.65
Ending Balance	104,515.80

FIRST CITIZENS CHECKING (Monthly Transaction Report)

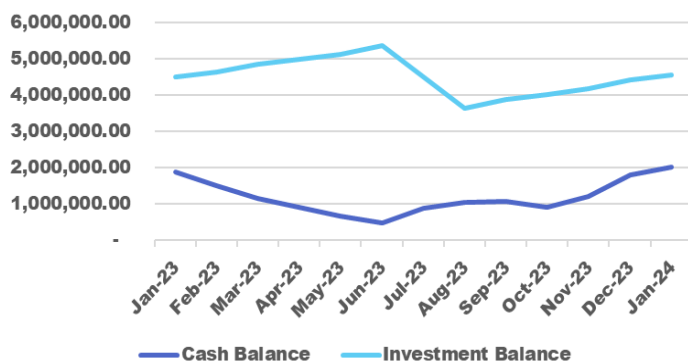
Beginning Balance	1,801,546.26
Cleared Checks	(179,711.82)
Cleared Deposits	864,434.84
Cleared Credits	11,385.55
Cleared Debits	(169,123.97)
Cleared E-payments	(296,310.45)
Change in Account Balance	230,674.15
Prelim balance	1,924,282.33
Outstanding Items	107,938.08
Ending Balance (F/L Balance)	2,032,220.41

2023 PROPERTY TAXES

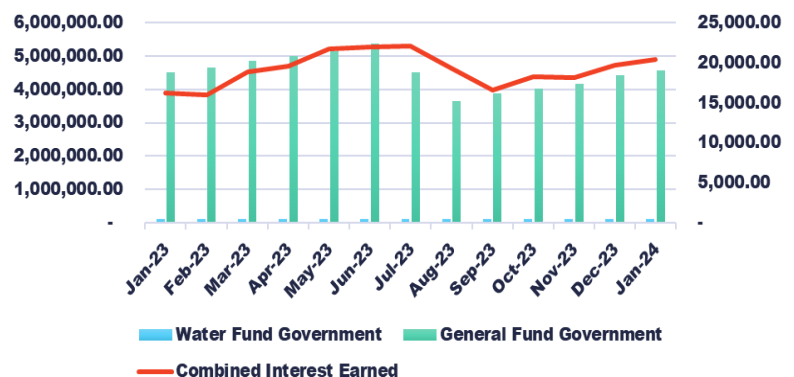
Real Property	859,013,590.00
Personal Property (Including BUS & IND)	7,120,468.00
Personal Property (Public Service Companies)	5,393,345.00
Total Assessed	871,527,403.00
Total Levy	3,006,771.37
Budgeted Levy	2,980,215.00

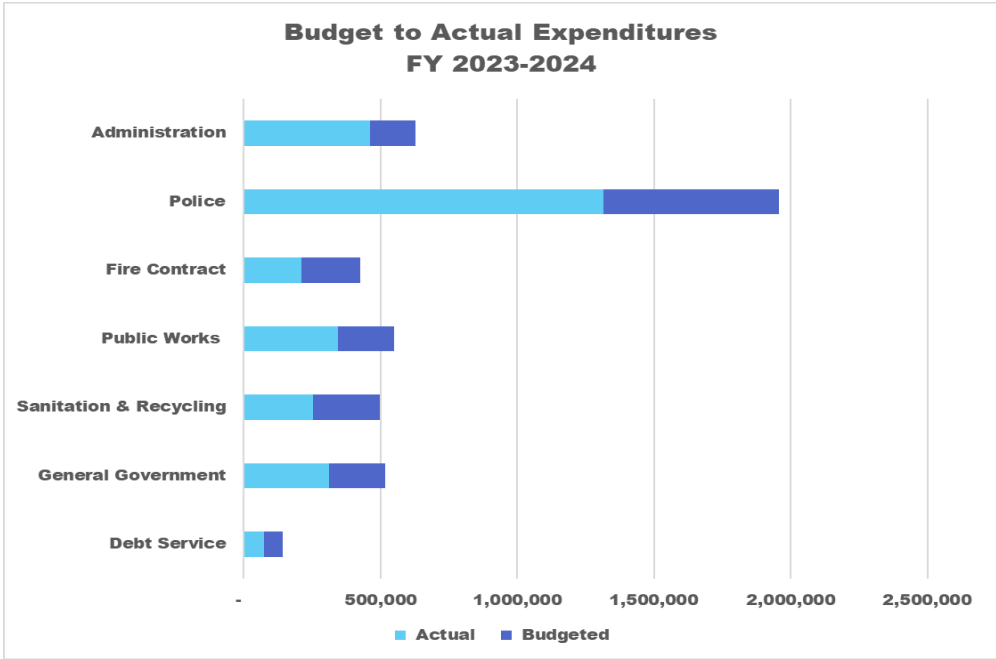
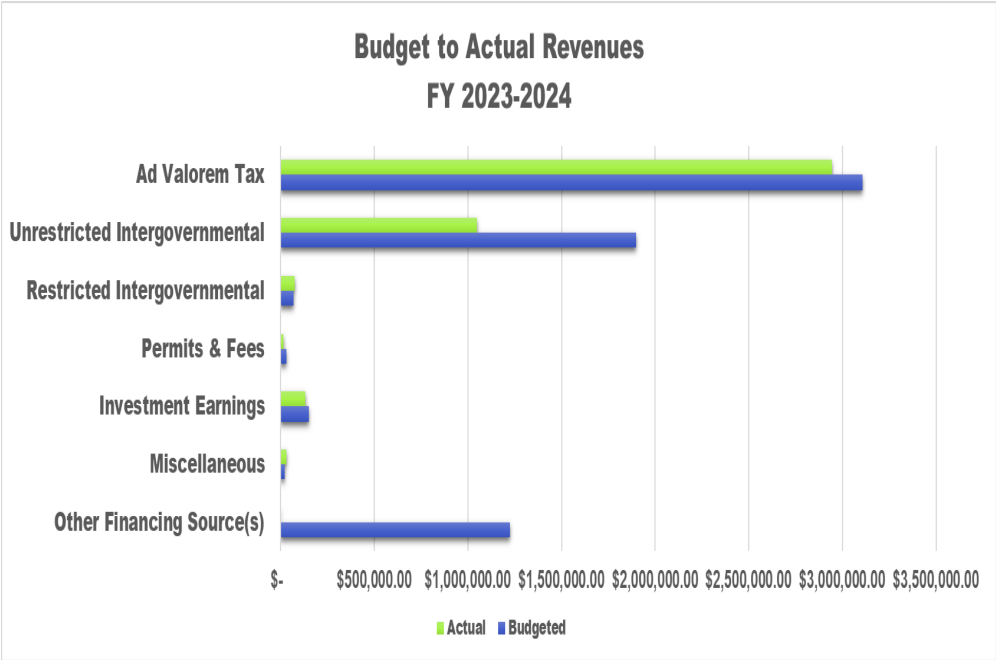
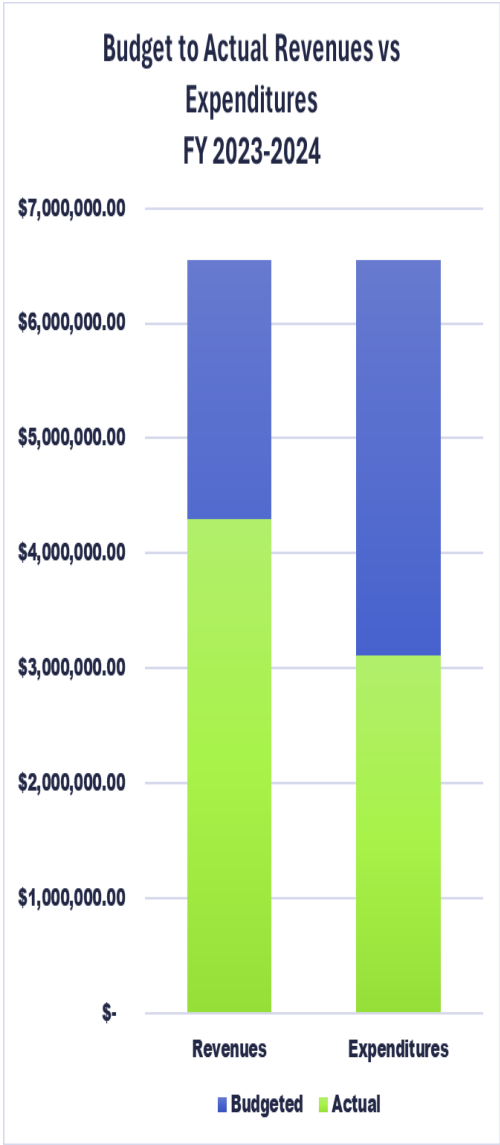
Tax Collection	Budgeted Levy	Total Levy	Amount Collected
Ad Valorem (2023)	2,980,215.00	3,005,195.93	2,872,469.84
Unpaid per Levy Type	107745.16	132726.09	
Percent Collected	96.38%	95.58%	
DMV Ad Valorem	122399		71224.46
Difference	51174.54		
Percent Collected	58.19%		

13 Month Cash and Investment Flow Comparison



Investment Balances





REVENUE & EXPENDITURE STATEMENT

01/01/2024 To 01/31/2024

Town of Biltmore Forest

FY 2023-2024

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10 General Fund						
Revenue						
10-3010-0000 AD VALOREM TAXES (PROPERTY)	2,980,215.00	0.00	3,005,195.93	0.00	-24,980.93	101
10-3010-0100 AD VALOREM TAXES (DMV)	122,399.00	9,064.48	71,224.46	0.00	51,174.54	58
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	3,909.29	3,921.81	0.00	1,078.19	78
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	235,200.00	0.00	113,425.53	0.00	121,774.47	48
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	835,550.00	65,686.37	451,542.31	0.00	384,007.69	54
10-3020-0300 1/2 CENT SALES TAX A.40	358,260.00	26,446.21	196,341.27	0.00	161,918.73	55
10-3020-0400 1/2 CENT SALES TAX A.42	443,961.00	34,567.37	239,923.79	0.00	204,037.21	54
10-3020-0600 SALES TAX REFUND	15,000.00	47,980.84	47,980.84	0.00	-32,980.84	320
10-3020-0700 GASOLINE TAX REFUND	5,000.00	0.00	0.00	0.00	5,000.00	0
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,133.00	0.00	567.82	0.00	565.18	50
10-3030-0100 POWELL BILL	67,210.00	0.00	74,012.36	0.00	-6,802.36	110
10-3030-0200 ILLICIT SUBSTANCE TAX	18.00	0.00	-4.00	0.00	22.00	-22
10-3040-0000 ZONING PERMITS	30,000.00	2,256.00	12,927.00	0.00	17,073.00	43
10-3040-0100 DOG LICENSE FEE	1,300.00	0.00	1,274.60	0.00	25.40	98
10-3050-0000 INTEREST EARNED	148,800.00	20,181.31	132,254.22	0.00	16,545.78	89
10-3060-0100 AMERICAN TOWER AGREEMENT	46,365.00	400.00	31,618.58	0.00	14,746.42	68
10-3060-0200 MISCELLANEOUS	20,000.00	468.31	51,207.06	0.00	-31,207.06	256
Revenue Subtotal	\$5,321,911.00	\$210,960.18	\$4,433,413.58	\$0.00	\$888,497.42	83
Expenditure						
10-4200-0200 SALARIES	321,633.00	41,694.71	229,149.14	0.00	92,483.86	71
10-4200-0300 OVERTIME	3,000.00	0.00	0.00	0.00	3,000.00	0
10-4200-0500 FICA	24,605.00	3,097.69	17,044.85	0.00	7,560.15	69
10-4200-0600 HEALTH INSURANCE (MEDICAL)	42,598.00	3,042.34	21,296.38	0.00	21,301.62	50
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	707.90	4,916.58	0.00	5,583.42	47
10-4200-0675 HEALTH REIMBURSEMENT ACC	7,500.00	500.00	3,500.00	0.00	4,000.00	47
10-4200-0700 LGERS RETIREMENT	62,815.00	8,334.73	44,724.12	0.00	18,090.88	71
10-4200-0800 401K SUPP RETIREMENT	16,232.00	1,994.38	10,977.65	0.00	5,254.35	68
10-4200-1000 ACCOUNTING & TAXES	51,400.00	10,339.00	52,688.06	0.00	-1,288.06	103
10-4200-1200 POSTAGE, PRINTING, STATIONARY	10,140.00	1,409.61	7,610.37	216.85	2,529.63	75
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	1,800.00	12,600.00	0.00	9,000.00	58
10-4200-1500 BLDG & GRNDS MAINTENANCE	20,000.00	0.00	32,738.63	0.00	-12,738.63	164
10-4200-3300 SUPPLIES AND EQUIPMENT	10,000.00	905.80	6,620.87	0.00	3,379.13	66
10-4200-5300 DUES & FEES	5,070.00	373.83	7,359.18	0.00	-2,289.18	145
10-4200-5700 MISCELLANEOUS	1,000.00	266.46	1,405.61	401.25	-405.61	141
10-4200-6500 STAFF DEVELOPMENT	21,395.00	284.95	9,952.89	0.00	11,442.11	47
10-5100-0200 SALARIES	1,013,718.00	138,283.61	719,433.08	0.00	294,284.92	71

REVENUE & EXPENDITURE STATEMENT

01/01/2024 To 01/31/2024

Town of Biltmore Forest

FY 2023-2024

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10-5100-0300 OVERTIME	30,412.00	173.07	346.14	0.00	30,065.86	1
10-5100-0400 SEPARATION ALLOWANCE	16,445.00	1,897.53	10,120.16	0.00	6,324.84	62
10-5100-0500 FICA	77,549.00	10,533.55	54,755.08	0.00	22,793.92	71
10-5100-0600 HEALTH INSURANCE (MEDICAL)	144,832.00	12,097.36	84,681.52	0.00	60,150.48	58
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	1,883.60	13,185.20	0.00	22,514.80	37
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	2,000.00	14,000.00	0.00	11,500.00	55
10-5100-0700 LGERS RETIREMENT	210,651.00	27,746.32	141,667.04	0.00	68,983.96	67
10-5100-0800 401K SUPP RETIREMENT	50,686.00	6,714.55	34,613.30	0.00	16,072.70	68
10-5100-0820 457B DEF COMP PRUDENTIAL	0.00	75.00	75.00	0.00	-75.00	*100
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	20,000.00	3,088.50	16,493.19	1,523.50	3,506.81	82
10-5100-1600 MAINT/REPAIR - EQUIPMENT	1,000.00	0.00	992.00	250.00	8.00	99
10-5100-1700 MAINT/REPAIR - VEHICLES	10,000.00	1,902.48	16,531.30	52.69	-6,531.30	165
10-5100-3100 MOTOR FUELS	24,600.00	951.43	10,452.24	0.00	14,147.76	42
10-5100-3300 SUPPLIES	10,080.00	671.76	6,543.84	350.00	3,536.16	65
10-5100-3600 UNIFORMS	15,000.00	0.00	6,619.20	627.02	8,380.80	44
10-5100-3700 SOFTWARE	18,725.00	0.00	15,480.00	0.00	3,245.00	83
10-5100-3800 TECHNOLOGY	58,740.00	6,104.76	35,800.82	0.00	22,939.18	61
10-5100-4000 RENTALS	0.00	0.00	501.09	0.00	-501.09	*100
10-5100-5700 MISCELLANEOUS	8,265.00	1,959.95	9,939.55	1,870.00	-1,674.55	120
10-5100-5800 PHYSICAL EXAMS	2,000.00	750.00	1,776.52	0.00	223.48	89
10-5100-6500 STAFF DEVELOPMENT	15,000.00	474.87	10,030.37	1,515.58	4,969.63	67
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	169,000.00	2,029.35	140,204.66	23,198.54	28,795.34	83
10-5200-0000 FIRE CONTRACT	425,000.00	106,250.00	212,500.00	0.00	212,500.00	50
10-5600-0200 SALARIES	211,888.00	28,798.08	151,091.33	0.00	60,796.67	71
10-5600-0300 OVERTIME	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5600-0500 FICA	16,209.00	2,125.65	10,724.28	0.00	5,484.72	66
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	68,156.00	2,621.11	18,347.77	0.00	49,808.23	27
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	541.14	3,787.98	0.00	6,712.02	36
10-5600-0675 HRA HEALTH REIMB ACCT	7,500.00	437.50	3,062.50	0.00	4,437.50	41
10-5600-0700 LGERS RETIREMENT	41,382.00	5,756.71	28,513.60	0.00	12,868.40	69
10-5600-0800 401K SUPP RETIREMENT	10,594.00	1,266.45	6,604.53	0.00	3,989.47	62
10-5600-1300 STREETLIGHTS ELECTRIC	7,000.00	118.49	11,113.90	0.00	-4,113.90	159
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	9,600.00	0.00	6,623.46	18.38	2,976.54	69
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	35,000.00	0.00	13,137.02	0.00	21,862.98	38
10-5600-1700 MAINT/REPAIR - VEHICLES	10,000.00	3,500.15	11,807.28	0.00	-1,807.28	118
10-5600-3100 MOTOR FUELS	20,000.00	761.14	8,219.10	0.00	11,780.90	41
10-5600-3300 SUPPLIES	10,000.00	1,580.28	6,313.82	200.02	3,686.18	63
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	66.68	712.25	0.00	287.75	71
10-5600-3600 UNIFORMS	8,650.00	486.71	4,891.53	1,337.85	3,758.47	57

REVENUE & EXPENDITURE STATEMENT

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Town of Biltmore Forest

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10-5600-3800	TECHNOLOGY	9,500.00	0.00	252.52	0.00	9,247.48	3
10-5600-5200	PARKS	60,000.00	77.94	47,523.07	643.00	12,476.93	79
10-5600-5800	PHYSICAL EXAMS	500.00	0.00	0.00	0.00	500.00	0
10-5600-5900	MISCELLANEOUS	1,000.00	0.00	1,499.03	502.90	-499.03	150
10-5600-6000	CAPITAL OUTLAY	8,000.00	12,331.54	12,331.54	0.00	-4,331.54	154
10-5600-6500	STAFF DEVELOPMENT	0.00	127.46	2,036.75	0.00	-2,036.75	*100
10-5700-1700	VEHICLE REPAIRS - STREET DEPT.	5,000.00	0.00	3.24	0.00	4,996.76	0
10-5700-2200	CONTRACTS- PAVING & STRIPING	255,000.00	0.00	49,657.75	0.00	205,342.25	19
10-5700-2300	SUPPLIES	10,000.00	246.05	2,204.04	0.00	7,795.96	22
10-5700-2400	TRAFFIC SIGNS	500.00	0.00	0.00	0.00	500.00	0
10-5700-2500	STORM WATER DRAINAGE	1,400,000.00	19,713.25	20,159.02	0.00	1,379,840.98	1
10-5700-3800	TECHNOLOGY	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-6500	STAFF DEVELOPMENT	1,000.00	0.00	1,126.15	0.00	-126.15	113
10-5700-7400	CAPITAL EQUIPMENT PURCHASES	19,200.00	0.00	2,732.71	0.00	16,467.29	14
10-5700-7500	ENGINEERING	50,000.00	0.00	24,061.30	0.00	25,938.70	48
10-5800-0200	SALARIES	141,376.00	16,676.78	106,134.75	0.00	35,241.25	75
10-5800-0300	OVERTIME	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5800-0500	FICA	11,198.00	1,262.35	8,047.95	0.00	3,150.05	72
10-5800-0600	HEALTH INSURANCE (MEDICAL)	68,156.00	2,031.38	14,219.66	0.00	53,936.34	21
10-5800-0650	DENTAL, VISION, LIFE INSURANCE	6,300.00	334.92	2,344.44	0.00	3,955.56	37
10-5800-0675	HRA HEALTH REIMB ACCT	4,500.00	375.00	2,625.00	0.00	1,875.00	58
10-5800-0700	LGERS RETIREMENT	27,611.00	3,180.75	19,703.81	0.00	7,907.19	71
10-5800-0800	401K SUPP RETIREMENT	7,069.00	795.58	5,018.87	0.00	2,050.13	71
10-5800-1500	GENERAL REPAIRS &	0.00	0.00	87.30	0.00	-87.30	*100
10-5800-1700	MAINT/REPAIRS - VEHICLES	40,000.00	1,048.24	51,814.76	3,583.47	-11,814.76	130
10-5800-3100	MOTOR FUELS	30,000.00	1,504.20	13,206.77	0.00	16,793.23	44
10-5800-3300	SUPPLIES	1,000.00	219.48	616.30	33.67	383.70	62
10-5800-3600	UNIFORMS	1,000.00	0.00	348.78	0.00	651.22	35
10-5800-3800	TECHNOLOGY	3,000.00	0.00	276.83	212.93	2,723.17	9
10-5800-5800	PHYSICAL EXAMS	500.00	0.00	0.00	0.00	500.00	0
10-5800-5900	MISCELLANEOUS	1,000.00	0.00	1,000.00	0.00	0.00	100
10-5800-6000	CAPITAL OUTLAY	80,000.00	0.00	0.00	0.00	80,000.00	0
10-5800-8000	TIPPING FEES & BRUSH REMOVAL	50,000.00	3,902.66	28,026.26	0.00	21,973.74	56
10-5800-8100	RECYCLING	20,000.00	513.40	3,862.90	0.00	16,137.10	19
10-5800-8200	BRUSH & LEAF DISPOSAL FEES	31,200.00	3,900.00	23,756.00	0.00	7,444.00	76
10-6600-0400	OUTSIDE PROFESSIONAL	45,959.00	9,573.58	9,573.58	0.00	36,385.42	21
10-6600-0401	LEGAL SERVICES	35,000.00	1,021.50	11,358.14	0.00	23,641.86	32
10-6600-1100	TECHNOLOGY	105,937.00	15,253.96	69,052.86	0.00	36,884.14	65
10-6600-1300	MUNICIPAL UTILITIES	40,000.00	2,991.76	11,887.11	0.00	28,112.89	30

REVENUE & EXPENDITURE STATEMENT

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10-6600-1500 GE. REPS. AND MAINT.	40,000.00	3,039.14	24,578.03	0.00	15,421.97	61
10-6600-2800 ELECTIONS	6,000.00	0.00	0.00	0.00	6,000.00	0
10-6600-5400 INSURANCE	110,000.00	0.00	116,751.96	0.00	-6,751.96	106
10-6600-6000 CONTINGENCY	50,000.00	0.00	0.00	0.00	50,000.00	0
10-6600-6100 MISCELLANEOUS	10,000.00	733.97	6,794.86	0.00	3,205.14	68
10-6600-6300 COMMUNITY EVENTS	55,000.00	2,249.52	19,261.53	275.00	35,738.47	35
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	270.00	1,740.00	0.00	3,260.00	35
10-6600-6500 FOREST MANAGEMENT	60,000.00	0.00	50,900.00	0.00	9,100.00	85
10-6700-0100 Police Dept Renovations-Principal	23,334.00	5,833.33	17,499.99	0.00	5,834.01	75
10-6700-0200 Street Improvements-Principal	6,667.00	1,666.67	5,000.01	0.00	1,666.99	75
10-6700-0500 Public Works Building-Principal	84,211.00	0.00	42,105.26	0.00	42,105.74	50
10-6700-0600 2020 POLICE CARS-PRINCIPAL	14,600.00	0.00	0.00	0.00	14,600.00	0
10-6700-1100 Police Dept Renovations-Interest	556.00	111.13	500.07	0.00	55.93	90
10-6700-1200 Street Improvements-Interest	159.00	31.75	142.87	0.00	16.13	90
10-6700-1500 Public Works Building-Interest	14,855.00	0.00	7,781.05	0.00	7,073.95	52
Expenditure Subtotal	\$6,545,758.00	\$559,416.47	\$3,143,880.80	\$36,812.65	\$3,401,877.20	48
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,223,847.00	-\$348,456.29	\$1,326,345.43	-\$36,812.65	-108
Other Financing Source						
10-3500-0000 SALE OF PERSONAL PROPERTY	10,000.00	0.00	0.00	0.00	10,000.00	0
10-3500-0300 TRANSFER FROM FUND BALANCE	1,213,866.00	0.00	0.00	0.00	1,213,866.00	0
Other Financing Source Subtotal	\$1,223,866.00	\$0.00	\$0.00	\$0.00	\$1,223,866.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$19.00	-\$348,456.29	\$1,326,345.43	-\$36,812.65	6,980.7
GRAND TOTAL	\$19.00	-\$348,456.29	\$1,289,532.78	-36,812.65	-\$1,289,513.78	6,787.0

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

MARCH 12, 2024



Agenda Item F-1

Request for Curb Cut and New Driveway Entrance on East Forest Road at 19 East Forest Road

Background

Mr. and Ms. Thies, 19 E. Forest Road, request permission from the Board of Commissioners to construct a new driveway entrance that will connect onto E. Forest Road. The Thies's residence currently has a driveway entrance, but they would like to construct a new driveway loop as part of an overall planned renovation.

The applicant has provided the attached documents for the Board to review which include the layout for the new driveway, tree cuttings associated with the planned driveway, and tree replacement included with the project. The applicant's plans also show a fire pit, fence replacement, and expansion in the rear of the home. This will be reviewed by the Board of Adjustment at their next meeting.

Governing Ordinance

The Town's Code of Ordinance requires approval from the Board of Commissioners for private driveways not associated with Board of Adjustment review. This ordinance is attached to this memorandum for the Board's review.

§ 91.02 CONSTRUCTION OF PRIVATE DRIVES; PERMIT.

(A) No private drive or entranceway shall be constructed upon any public street or road shoulder in the town without adequate provision through or under said way to preserve the pre-existing flow and drainage of surface water along the margin of the street or road affected.

(B) Before constructing or causing the construction of any drive or entranceway upon a public street or road shoulder, the owner of the lot or lots to be sewed thereby shall notify the Town Clerk in writing and the Clerk shall issue to the owner a permit for such construction when the same complies with the requirements of this section.

(C) (1) Private driveways and entranceways constructed within the town right-of-way shall be constructed of stone base or asphalt and any damages or disturbance of same resulting from maintenance or installation of underground facilities located in said right-of-way shall be repaired or replaced by the Town or other entity causing the damage.

(2) Such repair or replacement or existing driveways or entrances or curbing or obstructions constructed of concrete, brick pavers, or similar materials shall be the sole

responsibility of the property owner. The construction of curbing or obstructions across the town right-of-way is prohibited.

(a) No person, firm, corporation, governmental body, or agency shall construct or cause to be constructed any drive or entranceway upon or connecting to any public street or road shoulder in the town which drive or entranceway shall serve or be designed to serve dwelling(s), residence(s), building(s), business(es) or separately platted lot(s), or any area, without first receiving written permission from the Town Board of Commissioners. This chapter shall not, however, apply to those applicants who receive driveway entrances by obtaining a certificate of zoning compliance for a new residence. The Board may grant or deny permission or may grant permission upon such terms as it, in its discretion, deems reasonably necessary to protect the best interest of the town.

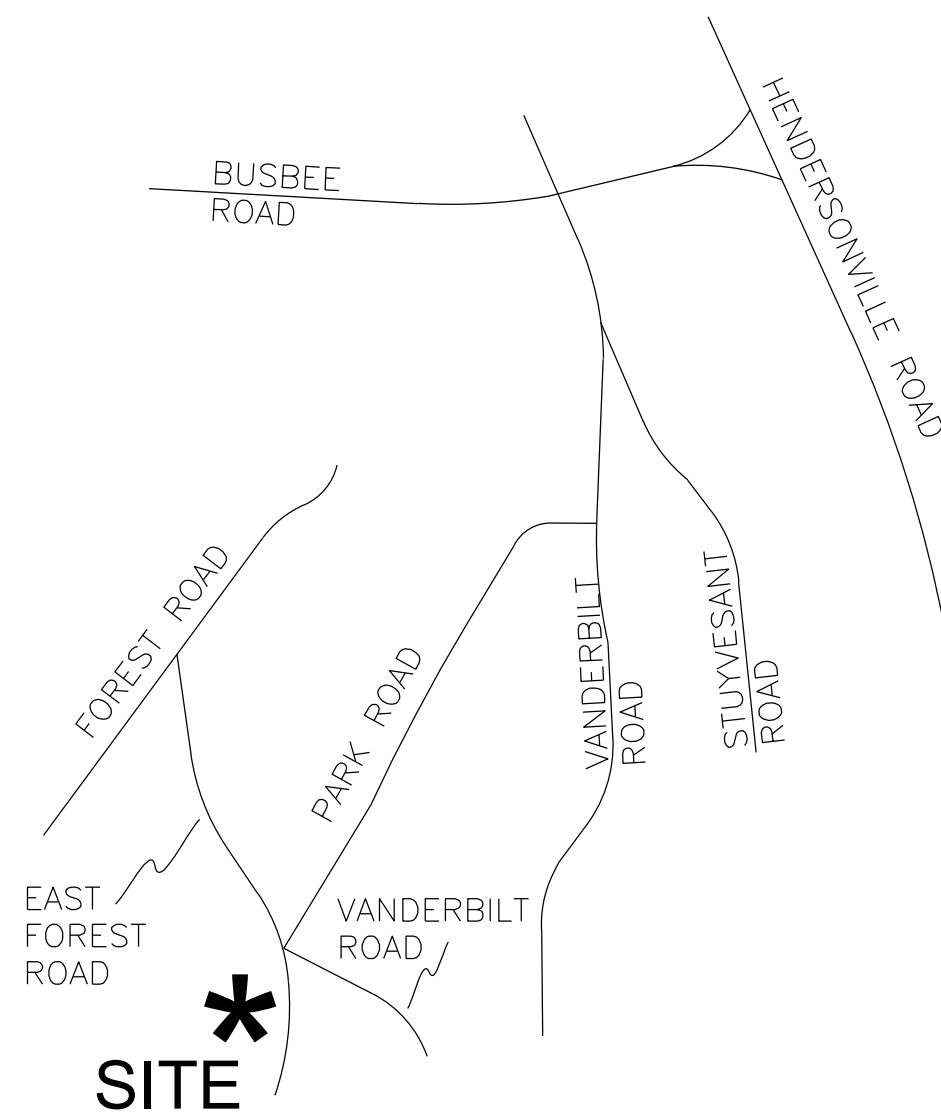
(b) In determining whether or not to grant permission and if granted, under what conditions, the Board may consider and employ the provisions of G.S. §§ 160A-11, 160A-174, 160A-296, 160A-300, and 160A-307, and all other applicable statutes now or hereafter enacted by the State General Assembly.

(2013 Code, § 15-4) Penalty, see § [91.99](#)

THIES RESIDENCE

Driveway, Fire Pit & Fence Improvements

19 East Forest Road
Biltmore Forest, NC 28803City, State



VICINITY MAP
NOT TO SCALE



LANDSCAPE ARCHITECTURE | CONSERVATION PLANNING | LOW IMPACT DEVELOPMENT
P.O. BOX 8013, ASHEVILLE, NC 28814 | PH: 828.243.6604 | WWW.FUSCOLA.COM
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SHEET INDEX	
L1.01	NOTES & SPECIFICATIONS
L2.01	SITE DEMOLITION & STABILIZATION
L3.01	SITE PLAN
L4.01	SITE DETAILS

SITE PREPARATION AND DEMOLITION NOTES

1. ESTABLISH, PROTECT AND MAINTAIN BENCHMARKS AND SURVEY CONTROL POINTS FROM DISTURBANCE DURING CONSTRUCTION.
2. CONTRACTOR TO ENSURE ALL REQUIRED PERMITS FROM REGULATORY AND REVIEW AGENCIES HAVE BEEN OBTAINED.
3. ALL PROJECT ACTIVITY SHALL BE CONFINED TO THE AREA WITHIN THE LIMITS OF DISTURBANCE.
4. THERE SHALL BE NO LAY-DOWN ACTIVITIES, MATERIALS STORAGE FOOT TRAFFIC, VEHICULAR TRAFFIC AND STORAGE OF MATERIALS OR EQUIPMENT OUTSIDE OF THE LIMITS OF DISTURBANCE.
5. COORDINATE LOCATION OF CONSTRUCTION TRAILER, REST ROOM FACILITIES, PERMIT DISPLAYS AND ANY OTHER PROJECT ACCESSORIES NOT SPECIFICALLY LOCATED ON THE CONSTRUCTION DRAWINGS WITH THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UTILITIES AND STRUCTURES UNTIL PROJECT INSTALLATION IS COMPLETE. THE CONTRACTOR SHALL REPAIR OR PAY FOR ALL DAMAGES MADE TO EXISTING FACILITIES AND STRUCTURES.
7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IF ANY PROPOSED OR EXISTING CONDITIONS CONFLICT WITH UTILITIES.
8. INSTALL EROSION CONTROLS AS INDICATED IN THE EROSION CONTROL NOTES AND SEQUENCE OF CONSTRUCTION FOR EROSION AND SEDIMENT CONTROL.
9. MARK TREES AND OTHER PLANT MATERIAL TO BE REMOVED WITH A SINGLE AND UNIQUE COLOR OF SURVEY FLAGGING AND OBTAIN APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.
10. REMOVE OBSTRUCTIONS, TREES, SHRUBS, GRASS AND OTHER VEGETATION WITHIN THE LIMITS OF DISTURBANCE TO PERMIT INSTALLATION OF NEW CONSTRUCTION UNLESS OTHERWISE NOTED. REMOVAL INCLUDES DIGGING OUT STUMPS AND OBSTRUCTIONS AND GRUBBING ROOTS TO A DEPTH OF 18".
11. STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER WASTE MATERIALS.
12. WIRES, SIGNS, PERMITS OR ANY OTHER OBJECT SHALL NOT BE FASTENED TO TREES.
13. ALL CLEARING, GRUBBING, REMOVAL OF TOPSOIL OR ANY OTHER DISTURBANCE WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN SHALL BE DONE WITH HAND TOOLS UNDER THE DIRECTION OF LANDSCAPE ARCHITECT.
14. REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS, INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

EROSION CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR AND SHALL ADHERE TO ALL PROVISIONS AND REQUIREMENTS OF ALL APPLICABLE EROSION CONTROL REQUIREMENTS.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED FOLLOWING THE EROSION CONTROL SEQUENCE.
3. EROSION CONTROL MEASURES ARE GENERAL IN NATURE. CONTRACTOR IS RESPONSIBLE FOR ADDITIONAL MEASURES AS REQUIRED TO PREVENT ON- OR OFF-SITE RUNOFF AND EROSION.
4. ALL INLETS SHALL HAVE TEMPORARY INLET PROTECTION INSTALLED IMMEDIATELY AFTER INLET HAS BEEN CONSTRUCTED.
5. CONTRACTOR IS RESPONSIBLE FOR REGULAR INSPECTION AND MAINTENANCE OF EROSION CONTROL MEASURES TO ENSURE THAT MEASURES CONTINUOUSLY FUNCTION AS INTENDED.
6. ESTABLISH PERMANENT COVER ON DISTURBED AREAS IMMEDIATELY AFTER FINAL GRADING IS COMPLETE OR IF DISTURBED AREAS ARE TO REMAIN UNALTERED FOR MORE THAN 5 CONSECUTIVE DAYS.
7. REMOVE ALL TEMPORARY EROSION CONTROLS AFTER DISTURBED AREAS HAVE BEEN STABILIZED AND COMPLETED.
8. CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL OF OFF-SITE BORROW PITS AND DISPOSAL AREAS TO ENSURE THAT ANY BORROW OR WASTE COMES FROM OR GOES TO A SITE WITH AN APPROVED EROSION & STORMWATER CONTROL PLAN.
9. CONTRACTOR SHALL WATER SITE TO CONTROL DUST DURING PERIODS OF DRY WEATHER.
10. EQUIPMENT UTILIZED DURING THE CONSTRUCTION ACTIVITY ON SITE MUST BE OPERATED AND MAINTAINED IN SUCH A MANNER AS TO PREVENT THE POTENTIAL OR ACTUAL POLLUTION OF THE SURFACE OR GROUND WATERS OF THE STATE. FUELS, LUBRICANTS, COOLANTS, AND HYDRAULIC FLUIDS, OR ANY OTHER PETROLEUM PRODUCTS, SHALL NOT BE DISCHARGED INTO THE GROUND OR INTO SURFACE WATERS. SPENT FLUIDS SHALL BE DISPOSED OF IN A MANNER SO AS NOT TO ENTER THE WATERS, SURFACE OR GROUND, OF THE STATE AND IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL DISPOSAL REGULATIONS. ANY SPILLED FLUIDS SHALL BE CLEANED UP TO THE EXTENT PRACTICABLE AND DISPOSED OF IN A MANNER SO AS NOT TO ALLOW THEIR ENTRY INTO THE WATERS, SURFACE OR GROUND, OF THE STATE.
11. HERBICIDE, PESTICIDE AND FERTILIZER USAGE DURING THE CONSTRUCTION ACTIVITY SHALL BE CONSISTENT WITH THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT AND SHALL BE IN ACCORDANCE WITH LABEL RESTRICTIONS.
12. ALL WASTES COMPOSED OF BUILDING MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE GENERAL STATUTES.

SEQUENCE OF CONSTRUCTION FOR EROSION & SEDIMENT CONTROL

1. SUBMIT PLANS FOR REVIEW, OBTAIN GRADING PERMIT APPROVAL AND ALL OTHER APPLICABLE PERMITS.
2. CONTRACTOR TO NOTIFY NCDEQ LAND QUALITY SECTION SPECIALIST PRIOR TO START OF PROJECT, IF NCDEQ EROSION CONTROL PERMIT IS REQUIRED..
3. FLAG THE LIMITS OF DISTURBANCE AND MARK THE TREES TO BE REMOVED AND OBTAIN APPROVAL PRIOR TO PROCEEDING.
4. INSTALL TEMPORARY TEMPORARY EROSION CONTROL MEASURES AS SHOWN WHERE FEASIBLE.
5. UPON INSTALLATION OF EROSION CONTROL MEASURES, REQUEST ON-SITE INSPECTION AND APPROVAL AS REQUIRED.
6. CLEAR AND GRUB SITE.
7. BEGIN ROUGH GRADING OF SITE.
8. INSTALL ALL CATCH BASINS. INLET PROTECTION, CULVERTS AND OUTLET PROTECTION AS GRADING PERMITS.
9. INSTALL STONE BASE AS GRADING PERMITS.
10. INSTALL TEMPORARY OR PERMANENT SEEDING OR GROUND COVER ON ALL ROUGH GRADED SLOPES.
11. BEGIN FINE GRADING.
12. UPON COMPLETION OF FINE GRADING, IMMEDIATELY INSTALL PERMANENT GROUND COVER.
13. CLEAN OUT EROSION CONTROL MEASURES WHEN HALF FULL AS INDICATED IN EROSION CONTROL NOTES AND REPAIR OR REPLACE AS NECESSARY.
14. MAINTAIN EROSION CONTROL MEASURES UNTIL PERMANENT GROUNDCOVER IS ESTABLISHED.
15. UPON COMPLETION OF CONSTRUCTION, STABILIZATION OF SITE, AND APPROVAL BY CONSTRUCTION INSPECTOR. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES STABILIZE THESE AREAS.
16. CONTRACTOR TO NOTIFY BUNCOMBE COUNTY EROSION CONTROL OR STORMWATER SPECIALIST WHEN PROJECT IS READY TO CLOSE OUT.

MAINTENANCE PLAN:

- A. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CHECKED AND MAINTAINED FOR STABILITY AND OPERATION AT OPTIMUM EFFICIENCY FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
- B. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES ABOUT 6" DEEP AT THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A CONTINUOUS BARRIER.
- C. ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.

GRADING NOTES

1. STAKE GRADES BY A REGISTERED LAND SURVEYOR AND OBTAIN APPROVAL OF LANDSCAPE ARCHITECT OR OWNER PRIOR TO PROCEEDING.
2. CONTRACTOR SHALL REVIEW PROPOSED ACTIVITIES ON-SITE WITH LANDSCAPE ARCHITECT OR OWNER PRIOR TO INSTALLATION.
3. NO MAJOR GRADING ACTIVITIES OR STORMWATER DEVICE CONSTRUCTION SHALL OCCUR DURING WET WEATHER OR PERIODS OF PREDICTED WET WEATHER.
4. ALL PROPOSED STORM DRAIN LINES SHALL HAVE A MIN. OF 2" COVER UNLESS OTHERWISE NOTED.
5. MATERIAL REMAINING FROM PROJECT EXCAVATION SHALL BE LEGALLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.
6. ALL UTILITY LINES, PIPES, AND ASSOCIATED APPURTENANCES SHALL BE LOCATED ON-SITE BEFORE ANY EXCAVATION IS STARTED RELATED TO A SPECIFIC UTILITY.
7. ALL LINEAR UTILITY WORK MUST BE STABILIZED AT THE END OF EACH WORKDAY.
8. EXCAVATION LIKELY TO DISLOCATE, DAMAGE, OR IMPAIR THE STRENGTH OF EXISTING STRUCTURES SHALL BE CONDUCTED ONLY AFTER ADEQUATE PROTECTION HAS BEEN PROVIDED FOR THE EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS TO OR REPLACEMENT OF STRUCTURES DAMAGED BY PROJECT ACTIVITIES.
9. MATCH EXISTING GRADES SMOOTHLY WHERE PROPOSED FEATURES MEET EXISTING FEATURES.
10. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT A MINIMUM OF 2% SLOPE AWAY FROM ALL BUILDINGS.
11. ALL CUT SLOPES GREATER THAN 2:1 & FILL SLOPES GREATER THAN 2:1 SHALL BE CERTIFIED BY A REGISTERED GEOTECHNICAL ENGINEER PRIOR TO AND DURING CONSTRUCTION.
12. ALL FILL SLOPES SHALL BE COMPACTED FULL DEPTH TO NOT LESS THAN 95 PERCENT MAXIMUM DENSITY (STANDARD PROCTOR), SHALL BE PLACED ON A SURFACE CLEARED OF GROWTH AND DEBRIS, AND BE PROPERLY BENCHED AND DRAINED.
13. ALL PVC SLEEVES TO BE SCHEDULE 80. COORDINATE WITH LANDSCAPE ARCHITECT FOR NUMBER AND LOCATION, EVEN IF SHOWN ON THE PLAN.
14. ABBREVIATIONS:
- | | | | |
|-------|--|------|------------------------------|
| TW: | ELEVATION AT TOP OF WALL | TC: | ELEVATION AT TOP OF CURB |
| BW: | FINISHED GRADE ELEVATION AT BOTTOM OF WALL | BC: | ELEVATION AT BOTTOM OF CURB |
| SWCP: | SMOOTH WALL CORRUGATED PLASTIC PIPE | TS: | ELEVATION AT TOP OF STEPS |
| RIM: | FINISHED ELEVATION AT RIM INLET OF DRAINAGE STRUCTURES | BS: | ELEVATION AT BOTTOM OF STEPS |
| INV: | PIPE INVERT | MIN: | MINIMUM |
| HPS: | HIGH POINT OF SWALE | MAX: | MAXIMUM |
| TYP: | TYPICAL | BOP: | BEGINNING OF PAVEMENT |
| H.P. | HIGH POINT | EOP: | END OF PAVEMENT |
| L.P. | LOW POINT | | |

15. PRUNE TREE ROOTS EXPOSED DURING GRADE LOWERING. DO NOT CUT MAIN LATERAL ROOTS OR TAP ROOTS; CUT ONLY SMALLER ROOTS. CUT ROOTS WITH SHARP PRUNING INSTRUMENTS; DO NOT BREAK OR CHOP.
16. WHERE EXISTING GRADE IS 6 INCHES OR LESS BELOW ELEVATION OF FINISH GRADE, FILL WITH TOPSOIL. PLACE TOPSOIL IN A SINGLE UNCOMPACTED LAYER, HAND GRADE AND LIGHTLY TAMP TO REQUIRED FINISH ELEVATIONS.
17. PROVIDE BORROW SOIL MATERIALS WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE.
18. SATISFACTORY SOILS SHALL BE DEFINED AS FOLLOWS: ASTM D 2487 SOIL CLASSIFICATION GROUPS SC, ML, CL, SP, GM AND SM OR A COMBINATION OF THESE GROUP SYMBOLS; FREE OF ROCK OR GRAVEL LARGER THAN 3" IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.
19. UNSATISFACTORY SOILS SHALL BE DEFINED AS FOLLOWS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GC, GW, GP, MH, CH, OL, OH, SW AND PT OR A COMBINATION OF THESE GROUP SYMBOLS.
20. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
21. BACKFILL AND FILL SHALL BE SATISFACTORY SOILS.
22. SUBMIT MATERIAL TEST REPORTS FROM A QUALIFIED TESTING AGENCY INDICATING AND INTERPRETING TEST RESULTS FOR COMPLIANCE WITH THE FOLLOWING REQUIREMENTS:
- CLASSIFICATION ACCORDING TO ASTM D 2487 OF EACH ON-SITE OR BORROW SOIL MATERIAL PROPOSED FOR FILL AND BACKFILL
 - LABORATORY COMPACTION CURVE ACCORDING TO ASTM D 698 FOR EACH ON-SITE OR BORROW SOIL MATERIAL PROPOSED FOR FILL AND BACKFILL.
19. GEOTECHNICAL TESTING AGENCY QUALIFICATIONS: AN INDEPENDENT TESTING AGENCY QUALIFIED ACCORDING TO ASTM 329 TO CONDUCT SOIL MATERIALS AND ROCK-DEFINITION TESTING, AS DOCUMENTED ACCORDING TO ASTM D 3740 AND ASTM E 548.
20. NOTIFY AND OBTAIN APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO PROCEEDING WHEN EXCAVATIONS HAVE REACHED REQUIRED SUBGRADE.
21. PROOF ROLL SUBGRADE WITH SUITABLE EQUIPMENT TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF ROLL WET OR SATURATED SUBGRADES.
22. RECONSTRUCT SUBGRADES DAMAGED BY FREEZING TEMPERATURES, FROST, RAIN, ACCUMULATED WATER, OR CONSTRUCTION ACTIVITIES AS DIRECTED BY GEOTECHNICAL ENGINEER.
23. PLACE AND COMPACT BACKFILL IN EXCAVATIONS PROMPTLY BUT NOT BEFORE REMOVING TRASH AND DEBRIS.
24. WHEN INSTALLING FILL:
- REMOVE VEGETATION, TOPSOIL, DEBRIS, UNSATISFACTORY SOIL MATERIALS, OBSTRUCTION, AND DELETERIOUS MATERIALS FROM GROUND SURFACE BEFORE PLACING FILLS
 - PLOW, SCARIFY, BENCH OR BREAK UP SLOPED SURFACES STEEPER THAN 4:1 SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL
 - PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS AND COMPACTION.
25. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTION TO WITHIN 2% OF OPTIMUM MOISTURE CONTENT.
26. DO NOT PLACE BACKFILL OR FILL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
27. REMOVE, REPLACE, OR SCARIFY AND AIR-DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT EXCEEDS OPTIMUM MOISTURE CONTENT BY 2% AND IS TOO WET TO COMPACT TO SPECIFIED DRY UNIT WEIGHT.
28. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
29. PLACE BACKFILL AND FILL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS, AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
30. COMPACT SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 698:
- UNDER STRUCTURES AND PAVEMENTS, COMPACT TOP 12" OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL AT 98%
 - UNDER UNPAVED AREAS, COMPACT TOP 6" BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL MATERIAL AT 85%.
31. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
- LAWN OR UNPAVED AREAS: PLUS OR MINUS 1"
 - PAVEMENTS: PLUS OR MINUS 1/10"
32. CONTRACTOR WILL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING. SUBMIT TEST REPORTS TO LANDSCAPE ARCHITECT OR OWNER.

33. ALLOW TESTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL AND BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.
34. TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D 1556, ASTM D 2167, ASTM D 2922, AND ASTM D 2937 AS APPLICABLE.
35. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED, RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
36. PREVENT WATER AND SUBSURFACE OR GROUND WATER FROM ENTERING EXCAVATIONS. FROM PONDING ON PREPARED SUBGRADES EXCAVATE UTILITY TRENCHES TO INDICATED SLOPES, LINES DEPTHS AND INVERT ELEVATIONS OF UNIFORM WIDTHS TO PROVIDE A MAXIMUM 12 INCHES OF WORKING CLEARANCE ON EACH SIDE OF PIPE OR CONDUIT. EXCAVATE TRENCH WALLS VERTICALLY FROM TRENCH BOTTOM TO 12 INCHES HIGHER THAN THE TOP OF PIPE OR CONDUIT.
37. EXCAVATE AND SHAPE TRENCH SUBGRADE TO PROVIDE UNIFORM BEARING AND CONTINUOUS SUPPORT FOR PIPE AND CONDUIT. WHERE ENCOUNTERING ROCK OR OTHER UNYIELDING BEARING SURFACE, CARRY TRENCH EXCAVATION 6 INCHES BELOW INVERT ELEVATION TO RECEIVE BEDDING COURSE.
38. FILL UNAUTHORIZED EXCAVATION UNDER FOUNDATIONS OR WALL FOOTINGS BY EXTENDING INDICATED BOTTOM ELEVATION OF CONCRETE FOUNDATION OR FOOTING TO EXCAVATION BOTTOM, WITHOUT ALTERING REQUIRED TOP ELEVATION. FILL UNAUTHORIZED EXCAVATIONS UNDER CONSTRUCTION AS DIRECTED BY GEOTECHNICAL ENGINEER.
39. UTILITY TRENCH BACKFILL: PLACE, COMPACT AND SHAPE BEDDING COURSE TO PROVIDE CONTINUOUS SUPPORT FOR PIPES AND CONDUITS OVER ROCK AND OTHER UNYIELDING BEARING SURFACES AND TO FILL UNAUTHORIZED EXCAVATIONS.
40. INSTALL UNDERGROUND UTILITY WARNING TAPE DIRECTLY ABOVE UTILITIES, 12 INCHES BELOW FINISHED GRADE AND IN THE SAME TRENCH FOR OPEN AREAS. INSTALL 6 INCHES BELOW SUBGRADE UNDER PAVEMENTS AND SLABS OR AS REQUIRED.
41. FOUNDATION DRAINS TO BE INSTALLED INDEPENDENT OF ANY OTHER DRAINS SHOWN ON SITE PLAN.

LAYOUT AND MATERIALS NOTES

1. DO NOT SCALE FROM DRAWINGS.
2. OBTAIN DIGITAL CAD FILES FROM LANDSCAPE ARCHITECT FOR STAKING BY REGISTERED LAND SURVEYOR.
3. STAKE SITE ELEMENTS AND OBTAIN APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.
4. STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR.
5. ALL DIMENSIONS ARE TO FACE OF WALL, FACE OF CURB OR EDGE OF PAVING UNLESS OTHERWISE NOTED.
6. CONTACT LANDSCAPE ARCHITECT IMMEDIATELY IF LAYOUT CONFLICTS OR AMBIGUITIES ARISE.
7. STORE AND PROTECT MATERIALS PER MANUFACTURER'S RECOMMENDATIONS.
8. CONTRACTOR WILL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING ON MATERIALS AND INSTALLATION WHERE SPECIFIED.
9. PROVIDE TEST RESULTS FOR COMPACTION OF AGGREGATE BASE COURSE IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2167 WHICHEVER IS MOST APPLICABLE.
10. CONCRETE FORMS SHALL BE STEEL, WOOD OR OTHER SUITABLE MATERIAL OF SIZE AND STRENGTH TO RESIST MOVEMENT DURING CONCRETE PLACEMENT AND TO RETAIN HORIZONTAL AND VERTICAL ALIGNMENT UNTIL REMOVAL. USE FLEXIBLE SPRING STEEL FORMS OR LAMINATED BOARDS TO FORM RADIUS BENDS AS REQUIRED.
11. DO NOT BUILD ON FROZEN SUBGRADE OR SETTING BEDS. REMOVE AND REPLACE MASONRY WORK DAMAGED BY FROST OR FREEZING.

TS TEMPORARY SEEDING SCHEDULE

FALL	Seeding mixture: SPECIES Rye (grain)	RATE (lb/acre) 120
	Seeding dates: Mountains: Coastal Plain & Piedmont:	Aug. 15 - Dec. 15 Aug. 15 - Dec. 30
LATE WINTER & EARLY SPRING	Seeding mixture: SPECIES Rye (grain) Annual lespedeza (Kobe in Piedmont & Coastal Plain, Korean in Mountains) *Omit annual lespedeza when duration of temporary cover is not to extend beyond June.	RATE (lb/acre) 120 60
	Seeding dates: Mountains (above 2500 ft): Mountains (below 2500 ft): Piedmont: Coastal Plain:	Feb. 15 - May 15 Feb. 1 - May 1 Jan. 1 - May 1 Dec. 1 - April 15
SUMMER	Seeding mixture: SPECIES German millet *In the Piedmont & Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.	RATE (lb/acre) 40
	Seeding dates: Mountains: Piedmont: Coastal Plain:	May 15 - Aug 15 May 1 - Aug 15 April 15 - Aug 15

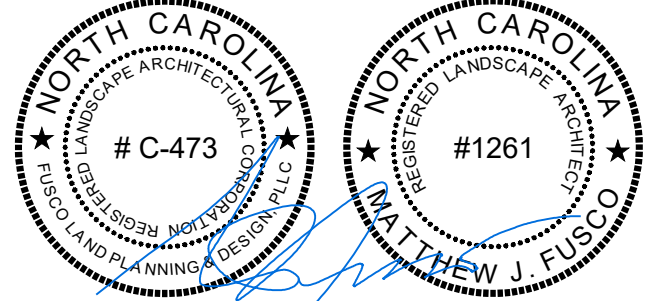
Soil Amendments: Utilize soil test recommendations specific to the site for fertilizer application rates. Consult with local Agriculture Extension Office for soil testing resources in project area.
Mulch: Apply 4,000 lb/acre straw. Anchor straw by tacking with netting or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.
Maintenance: Re-fertilize if growth is not fully adequate. Reseed, re-fertilize, and mulch immediately following erosion or other damage.

PS PERMANENT SEEDING SCHEDULE (GRASSSED AREAS UP TO 3:1 SLOPE)

Seeding mixture:	
Species	Rate (lb/acre)
Tall fescue blend (equal parts KY-31 & Rebel 2)	200-250
Seeding dates:	
Below 2500 ft.	Aug. 15 - Sept. 1
Above 2500 ft.	July 25 - Aug. 15
Soil Amendments:	
Utilize soil test recommendations specific to the site for fertilizer application rates. Consult with local Agriculture Extension Office for soil testing resources in project area. Lawn areas to be seeded or sodded shall be tilled to a 6" depth (except within the dripline of existing trees to remain). Work fertilizer and lime into top 2" of soil.	
Mulch:	
Apply 3,000-4,000 lb/acre grain straw or equivalent cover of another suitable mulch. Anchor mulch by tacking with roving or netting. Netting is the preferred anchoring method on steep slopes.	
Maintenance:	
The bunch-type habit of tall fescue restricts its spread into damaged areas. Reseed bare spots in the fall. Re-fertilize annually in late winter and again in fall. Reseed, fertilize, and mulch damaged areas immediately.	



SEAL:



DRAWN BY:
NAT

CHECKED BY:
MJF

DENNIS & WENDY THIES RESIDENCE
DRIVEWAY, FIRE PIT & FENCE IMPROVEMENTS

19 EAST FOREST ROAD, BILTMORE FOREST NC 28803

FUSCO LAND PLANNING & DESIGN, PLLC

LANDSCAPE ARCHITECTURE | CONSERVATION PLANNING | LOW IMPACT DEVELOPMENT
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ISSUE DATE: 02/26/2024

No.	Revision / Issue	Date

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SHEET TITLE:

Notes &
Specifications

SHEET NO:

L1.01

Sheet Size: 24 x 36

PROJECT DATA:	
PROJECT NAME:	Thies Residence
PROJECT ADDRESS:	19 East Forest Road Biltmore Forest, NC 28803
OWNER:	Dennis & Wendy Thies
CONTACT:	Ph: 828-450-2722 Email: wendythies@gmail.com, hophustler@gmail.com
PIN(s):	9646-57-6419
DEED REFERENCE:	6316 / 1224
PLAT:	0034 / 0119
ZONING:	R-1
ADJOINER ZONING:	R-1
SETBACKS:	Front: 60' From Street, Side 20', Rear 25'
RIVER BASIN:	French Broad
TOTAL ACREAGE:	1.366 AC (59,503 SF)
EXISTING IMPERVIOUS SURFACE AREA:	0.23 AC (10,000 SF)
IMPERVIOUS SURFACE AREA ADDED:	0.03 AC (1,170 SF)
TOTAL POST IMPROVEMENT IMPERVIOUS SURFACE AREA:	0.26 AC (11,170 SF)
TOTAL IMPERVIOUS SURFACE ALLOWED PER ORDINANCE:	0.39 AC (16,953 SF)
DISTURBED AREA:	0.37 AC (15,911 SF)

PROTECTED TREES REMOVAL/REPLACEMENT REQUIREMENTS					
ITEM #	TREE #	Tree Caliper (Inches)	SPECIES Latin Name (Common Name)	Biltmore Forest Tree Designation (U) - Unprotected (P) - Protected	Biltmore Forest Replacement Requirement (1-10 Trees) (6-12" Cal. = 1 - 2" Cal. Deciduous or 6" Ht. Evergreen Tree) (13-18" = 2 - 2" Cal. Deciduous or 6" Ht. Evergreen Tree[1 Req. - Outside Setback])
1	104	18"	Liriodendron tulipifera (Tulip Poplar)	P	2 - 2" Cal. Deciduous or 6" Ht. Evergreen Tree
2	105	16"	Pinus strobus (White Pine)	P	2 - 2" Cal. Deciduous or 6" Ht. Evergreen Tree
3	106	12"	Acer rubrum (Red Maple)	P	1 - 2" Cal. Deciduous or 6" Ht. Evergreen Tree
4	107	14"	Liriodendron tulipifera (Tulip Poplar)	P	1 - 2" Cal. Deciduous or 6" Ht. Evergreen Tree
					Total Trees Required = 6

EXISTING TREES LEGEND:

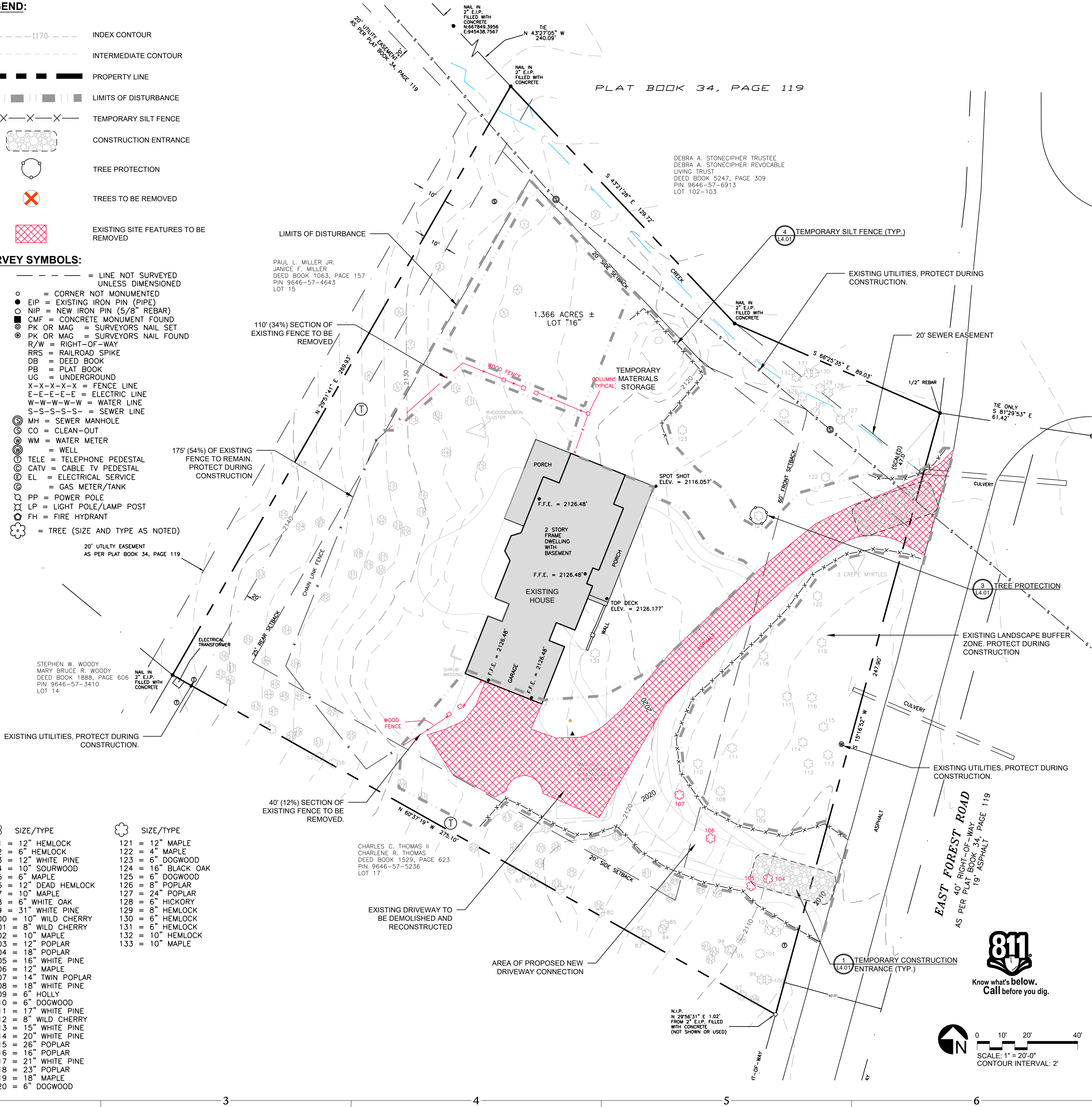
SIZE/TYPE	SIZE/TYPE	SIZE/TYPE	SIZE/TYPE	SIZE/TYPE
1 = 22" MAPLE	31 = 14" WEeping CHERRY	61 = 10" TWIN SOURWOOD	91 = 12" HEMLOCK	121 = 12" MAPLE
2 = 28" POPLAR	32 = 10" SOURWOOD	62 = 10" WHITE OAK	92 = 6" HEMLOCK	122 = 4" MAPLE
3 = 18" RED OAK	33 = 24" WHITE OAK	63 = 14" POPLAR	93 = 12" WHITE PINE	123 = 6" DOGWOOD
4 = 8" TRIPLE SPRUCE	34 = 6" WILD CHERRY	64 = 8" SOURWOOD	94 = 10" SOURWOOD	124 = 16" BLACK OAK
5 = 8" DOGWOOD	35 = 18" WHITE OAK	65 = 14" TWIN POPLAR	95 = 6" MAPLE	125 = 6" DOGWOOD
6 = 12" HEMLOCK	36 = 20" WHITE OAK	66 = 6" WHITE PINE	96 = 12" DEAD HEMLOCK	126 = 8" POPLAR
7 = 8" WHITE PINE	37 = 16" SWEET GUM	67 = 10" WHITE PINE	97 = 10" MAPLE	127 = 24" POPLAR
8 = 8" POPLAR	38 = 12" WHITE PINE	68 = 6" WHITE PINE	98 = 6" WHITE OAK	128 = 6" HICKORY
9 = 10" MAPLE	39 = 12" WEEPING CHERRY	69 = 12" POPLAR	99 = 31" WHITE PINE	129 = 8" HEMLOCK
10 = 10" BIRCH	40 = 6" WHITE PINE	70 = 6" WHITE OAK	100 = 10" WILD CHERRY	130 = 6" HEMLOCK
11 = 10" POPLAR	41 = 8" SOURWOOD	71 = 6" DOGWOOD	101 = 8" WILD CHERRY	131 = 6" HEMLOCK
12 = 12" HEMLOCK	42 = 6" WHITE PINE	72 = 27" WHITE PINE	102 = 10" MAPLE	132 = 10" HEMLOCK
13 = 22" POPLAR	43 = 6" HEMLOCK	73 = 6" POPLAR	103 = 12" POPLAR	133 = 10" MAPLE
14 = 8" MAPLE	44 = 6" WHITE PINE	74 = 16" WHITE PINE	104 = 18" POPLAR	
15 = 8" MAPLE	45 = 10" SOURWOOD	75 = 18" WHITE PINE	105 = 16" WHITE PINE	
16 = 8" DOGWOOD	46 = 12" WHITE PINE	76 = 18" WILD CHERRY	106 = 12" MAPLE	
17 = 8" SOURWOOD	47 = 26" BLACK OAK	77 = 30" WHITE PINE	107 = 14" TWIN POPLAR	
18 = 10" HEMLOCK	48 = 8" WHITE PINE	78 = 6" DOGWOOD	108 = 18" WHITE PINE	
19 = 6" DOGWOOD	49 = 8" WHITE PINE	79 = 12" POPLAR	109 = 6" HOLLY	
20 = 6" DOGWOOD	50 = 8" WHITE PINE	80 = 12" POPLAR	110 = 6" DOGWOOD	
21 = 8" WHITE OAK	51 = 10" HEMLOCK	81 = 20" WHITE PINE	111 = 17" WHITE PINE	
22 = 6" SPANISH OAK	52 = 8" HEMLOCK	82 = 8" WILD CHERRY	112 = 8" WILD CHERRY	
23 = 8" HICKORY	53 = 10" RED OAK	83 = 8" MAPLE	113 = 15" WHITE PINE	
24 = 12" MAPLE	54 = 8" SOURWOOD	84 = 24" WHITE PINE	114 = 20" WHITE PINE	
25 = 12" WHITE PINE	55 = 10" RED OAK	85 = 16" WHITE OAK	115 = 26" POPLAR	
26 = 8" TWIN SOURWOOD	56 = 12" HEMLOCK	86 = 22" WHITE PINE	116 = 16" POPLAR	
27 = 14" WHITE OAK	57 = 8" POPLAR	87 = 10" TRIPLE MAPLE	117 = 21" WHITE PINE	
28 = 10" SOURWOOD	58 = 10" RED OAK	88 = 16" WHITE PINE	118 = 23" POPLAR	
29 = 10" WHITE OAK	59 = 8" RED OAK	89 = 26" WHITE PINE	119 = 18" MAPLE	
30 = 10" SOURWOOD	60 = 10" SOURWOOD	90 = 8" SOURWOOD	120 = 6" DOGWOOD	

LEGEND:

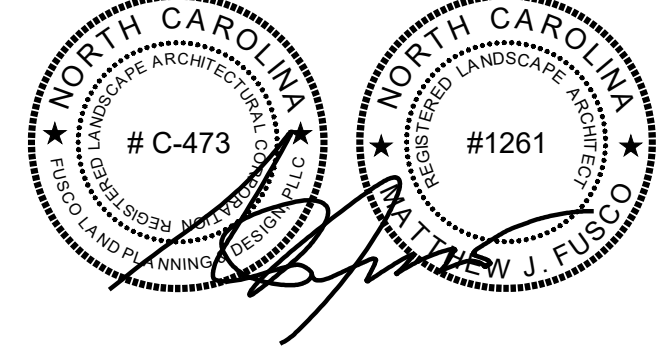
---	INDEX CONTOUR
---	INTERMEDIATE CONTOUR
---	PROPERTY LINE
---	LIMITS OF DISTURBANCE
---	TEMPORARY SILT FENCE
---	CONSTRUCTION ENTRANCE
---	TREE PROTECTION
---	TREES TO BE REMOVED
---	EXISTING SITE FEATURES TO BE REMOVED

SURVEY SYMBOLS:

---	LINE NOT SURVEYED UNLESS DIMENSIONED
o	CORNER NOT MONUMENTED
o	EIP = EXISTING IRON PIN (PIPE)
o	NIP = NEW IRON PIN (5/8" REBAR)
o	CMF = CONCRETE MONUMENT FOUND
o	PK OR MAG = SURVEYORS NAIL SET
o	PK OR MAG = SURVEYORS NAIL FOUND
o	R/W = RIGHT-OF-WAY
o	RRS = RAILROAD SPIKE
o	DB = DEED BOOK
o	PB = PLAT BOOK
o	UG = UNDERGROUND
o	X-X-X-X-X = FENCE LINE
o	E-E-E-E-E = ELECTRIC LINE
o	W-W-W-W-W = WATER LINE
o	S-S-S-S-S = SEWER LINE
o	MH = SEWER MANHOLE
o	CO = CLEAN-OUT
o	WM = WATER METER
o	W = WELL
o	TELE = TELEPHONE PEDESTAL
o	CATV = CABLE TV PEDESTAL
o	EL = ELECTRICAL SERVICE
o	G = GAS METER/TANK
o	PP = POWER POLE
o	LP = LIGHT POLE/LAMP POST
o	FH = FIRE HYDRANT
o	TREE (SIZE AND TYPE AS NOTED)



SEAL:



DRAWN BY:
NAT

CHECKED BY:
MJF

DENNIS & WENDY THIES RESIDENCE DRIVEWAY, FIRE PIT & FENCE IMPROVEMENTS

19 EAST FOREST ROAD, BILTMORE FOREST NC 28803

FUSCO LAND PLANNING & DESIGN, PLLC

LANDSCAPE ARCHITECTURE | CONSERVATION PLANNING | LOW IMPACT DEVELOPMENT
P.O. BOX 8013, ASHEVILLE, NC 28814 | PH: 828-243-6604 | WWW.FUSCOLA.COM

ISSUE DATE: 02/27/2024

No.	Revision / Issue	Date

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SHEET TITLE:

Site Demolition & Stabilization

SHEET NO:

L2.01

Sheet Size: 24 x 36

PROJECT DATA:	
PROJECT NAME:	Thies Residence
PROJECT ADDRESS:	19 East Forest Road Biltmore Forest, NC 28803
OWNER:	Dennis & Wendy Thies
CONTACT:	Ph: 828-450-2722 Email: wendythies@gmail.com, hophustler@gmail.com
PIN(s):	9646-57-6419
DEED REFERENCE:	6316 / 1224
PLAT:	0034 / 0119
ZONING:	R-1
ADJOINER ZONING:	R-1
SETBACKS:	Front: 60' From Street, Side 20', Rear 25'
RIVER BASIN:	French Broad
TOTAL ACREAGE:	1.366 AC (59,503 SF)
EXISTING IMPERVIOUS SURFACE AREA:	0.23 AC (10,000 SF)
IMPERVIOUS SURFACE AREA ADDED:	0.03 AC (1,170 SF)
TOTAL POST IMPROVEMENT IMPERVIOUS SURFACE AREA:	0.26 AC (11,170 SF)
TOTAL IMPERVIOUS SURFACE ALLOWED PER ORDINANCE:	0.39 AC (16,953 SF)
DISTURBED AREA:	0.37 AC (15,911 SF)

PROTECTED TREES REMOVAL/REPLACEMENT REQUIREMENTS						
ITEM #	TREE #	Tree Caliper (Inches)	SPECIES Latin Name (Common Name)	Biltmore Forest Tree Designation (U) - Unprotected (P) - Protected	Biltmore Forest Replacement Requirement (1-10 Trees) (6-12" Cal. = 1 - 2" Cal. Deciduous or 6' Ht. Evergreen Tree) (13-18" = 2 - 2" Cal. Deciduous or 6' Ht. Evergreen Tree[1 Req. - Outside Setback])	
1	104	18"	Liriodendron tulipifera (Tulip Poplar)	P	2 - 2" Cal. Deciduous or 6' Ht. Evergreen Tree	
2	105	16"	Pinus strobus (White Pine)	P	2 - 2" Cal. Deciduous or 6' Ht. Evergreen Tree	
3	106	12"	Acer rubrum (Red Maple)	P	1 - 2" Cal. Deciduous or 6' Ht. Evergreen Tree	
4	107	14"	Liriodendron tulipifera (Tulip Poplar)	P	1 - 2" Cal. Deciduous or 6' Ht. Evergreen Tree	
						Total Trees Required = 6

LANDSCAPE CATEGORY	SYMBOL	PLANT NAME (Latin/Common)	SPECIFICATIONS	QUANTITY
DECIDUOUS TREES				
	BN	Betula Nigra River Birch	6' - 7' ht., B&B, multi-stem 3 leader	3
	NS	Nyssa sylvatica Black Gum	2 1/2" Caliper Single, Straight, Leader	1
FLOWERING TREES				
	AG	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry	6' - 7' ht., B&B, multi-stem 3 leader	2

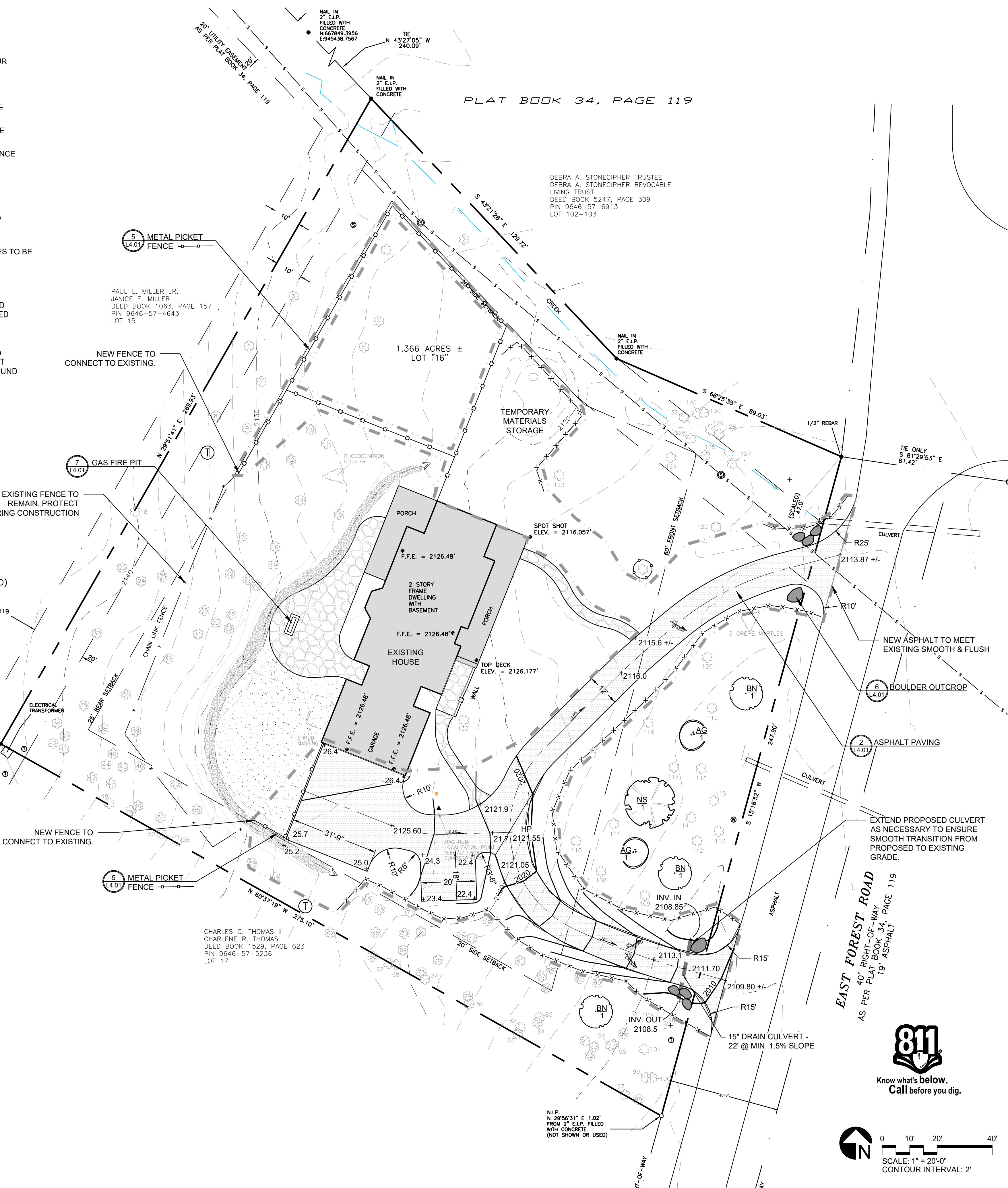
* SEE SHEET L4.01 FOR TREE PLANTING DETAILS

LEGEND:

- 1170 --- INDEX CONTOUR
- 1170 --- INTERMEDIATE CONTOUR
- --- PROPERTY LINE
- --- LIMITS OF DISTURBANCE
- X---X---X--- TEMPORARY SILT FENCE
- --- CONSTRUCTION ENTRANCE
- --- TREE PROTECTION
- --- TREES TO BE REMOVED
- --- EXISTING SITE FEATURES TO BE REMOVED

SURVEY SYMBOLS:

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UNLESS DIMENSIONED
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- NIP = NEW IRON PIN (5/8" REBAR)
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- DB = DEED BOOK
- PB = PLAT BOOK
- UC = UNDERGROUND
- X-X-X-X-X-X = FENCE LINE
- E-E-E-E-E-E = ELECTRIC LINE
- W-W-W-W-W-W = WATER LINE
- S-S-S-S-S-S = SEWER LINE
- MH = SEWER MANHOLE
- CO = CLEAN-OUT
- WM = WATER METER
- = WELL
- TELE = TELEPHONE PEDESTAL
- CATV = CABLE TV PEDESTAL
- EL = ELECTRICAL SERVICE
- = GAS METER/TANK
- PP = POWER POLE
- LP = LIGHT POLE/LAMP POST
- FH = FIRE HYDRANT
- = TREE (SIZE AND TYPE AS NOTED)



SEAL:

DRAWN BY:
NAT

CHECKED BY:
MJF

DENNIS & WENDY THIES RESIDENCE DRIVEWAY, FIRE PIT & FENCE IMPROVEMENTS

19 EAST FOREST ROAD, BILTMORE FOREST NC 28803

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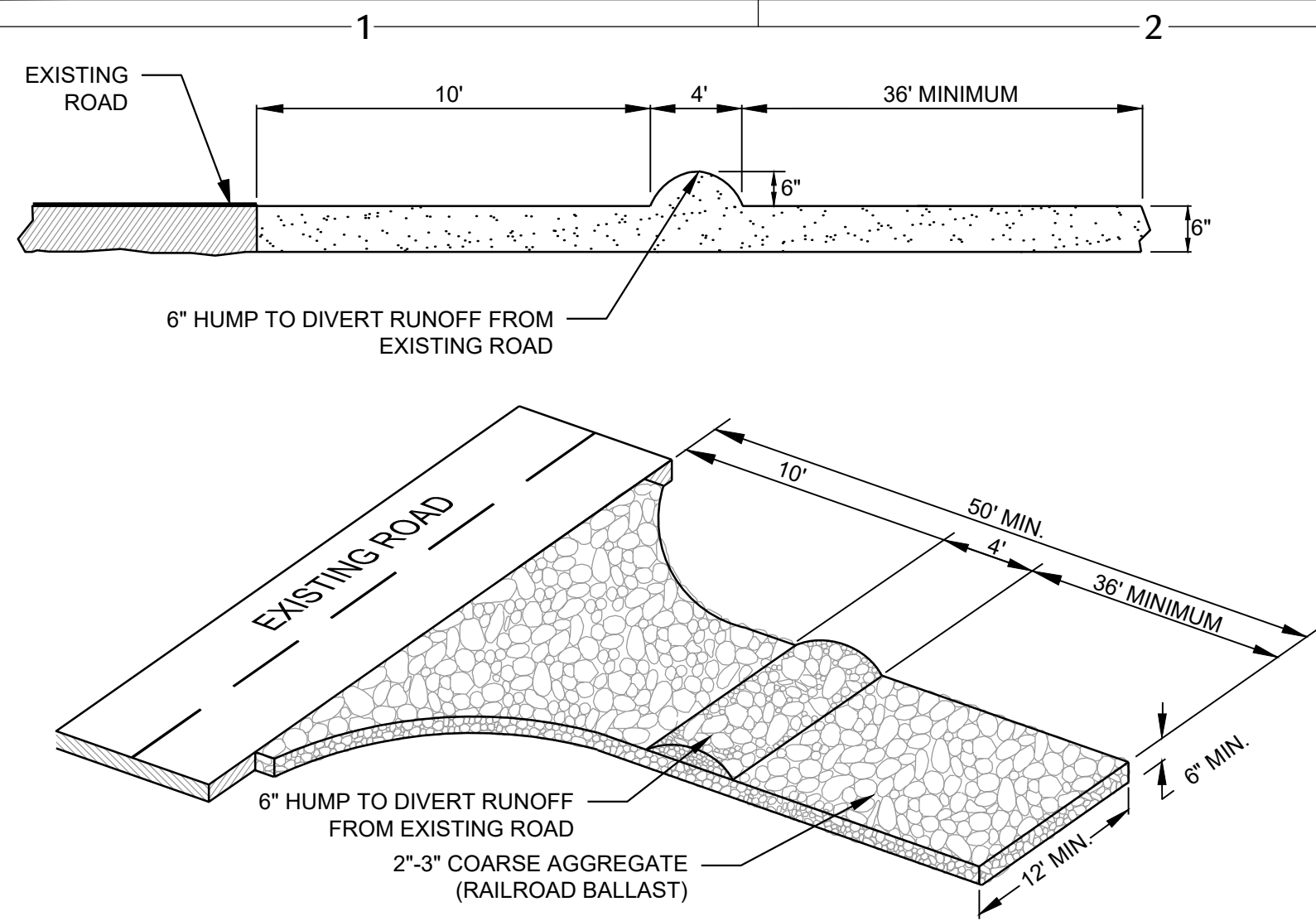
SHEET TITLE:

Site Plan

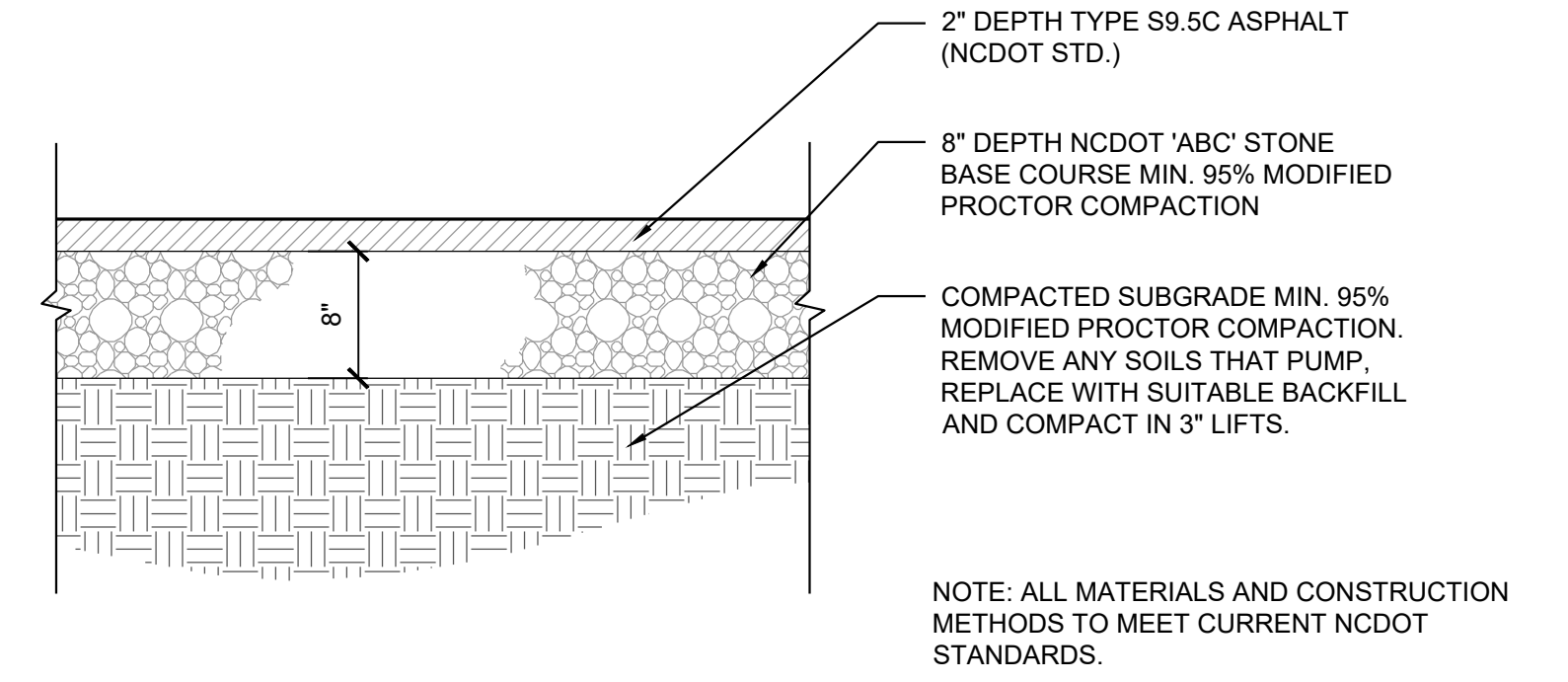
SHEET NO:

L3.01

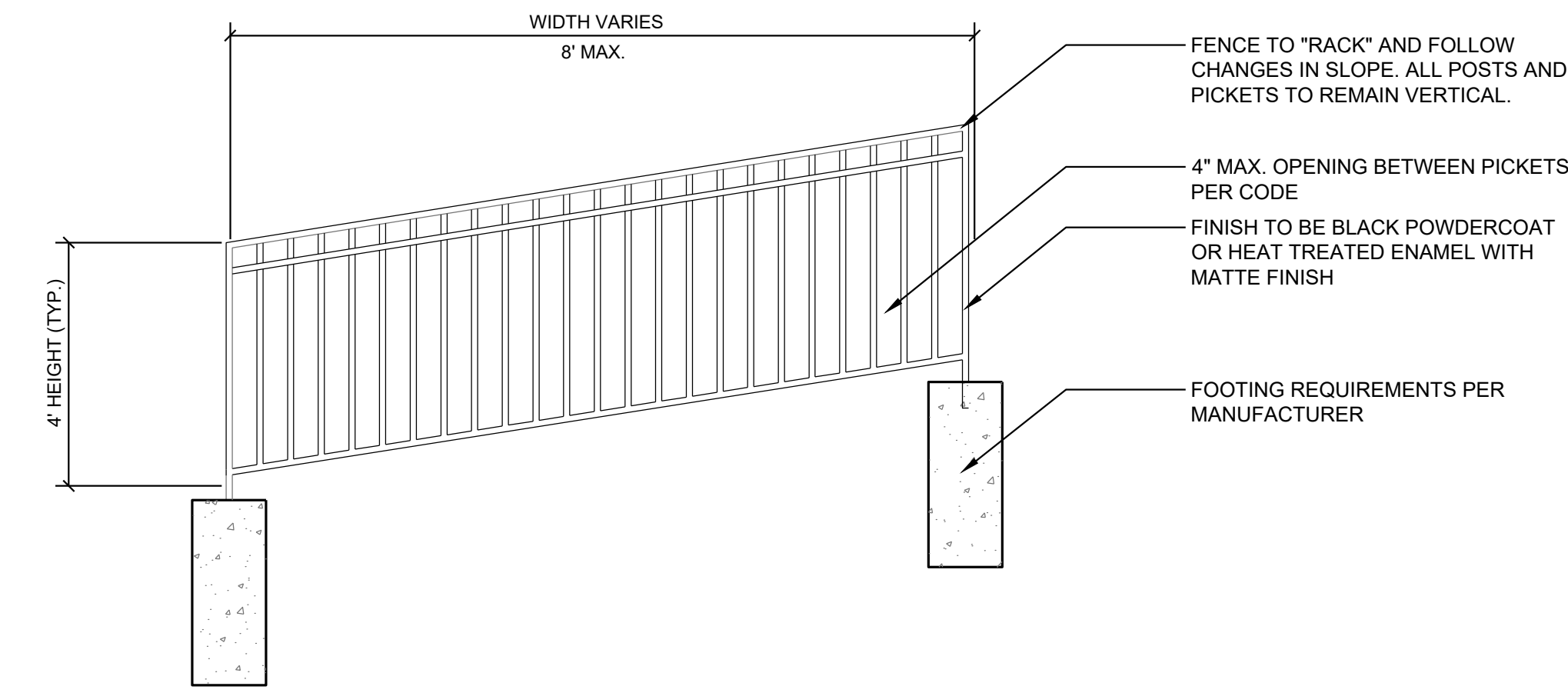
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1 TEMPORARY CONSTRUCTION ENTRANCE
L4.01 NTS

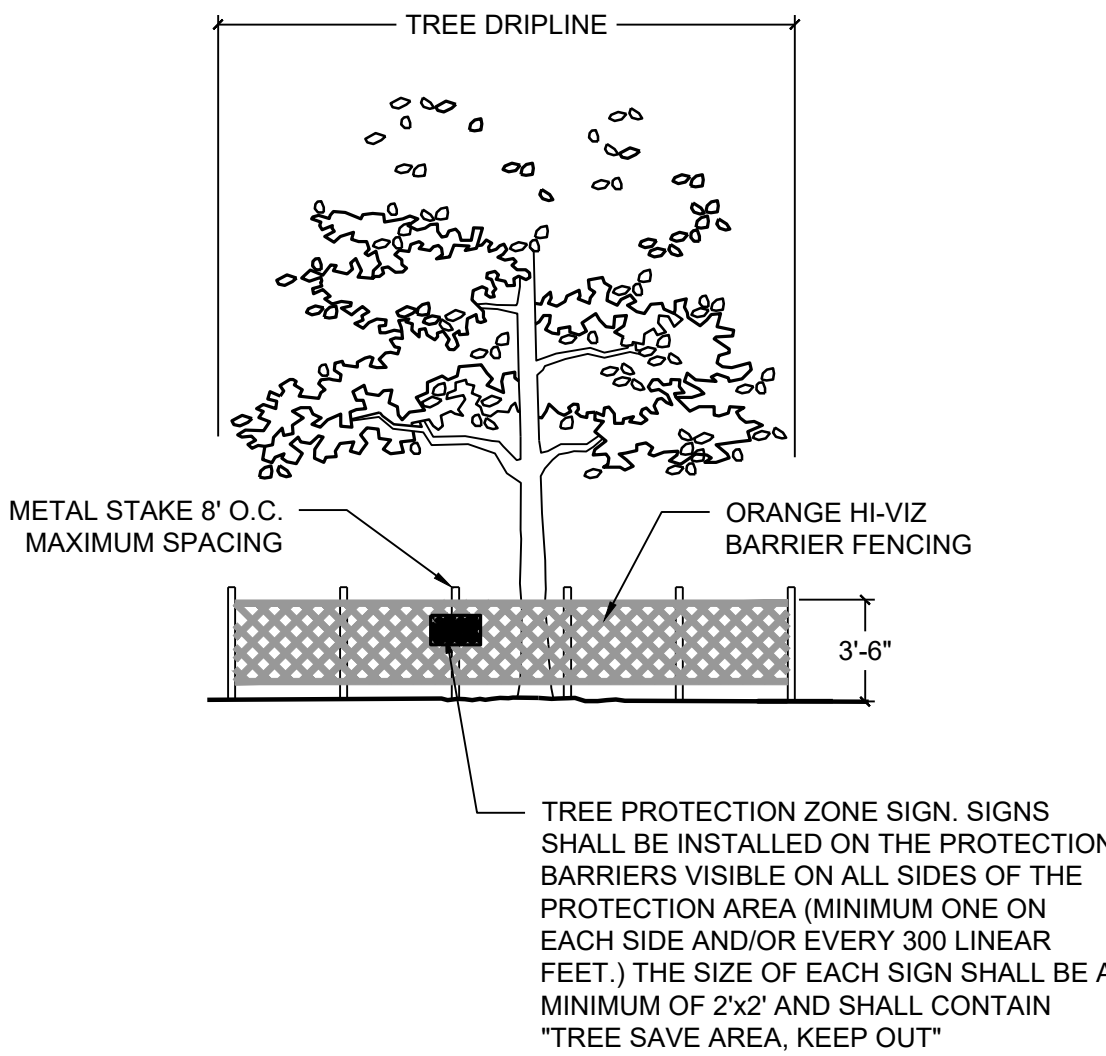


2 ASPHALT PAVING
L4.01 NTS

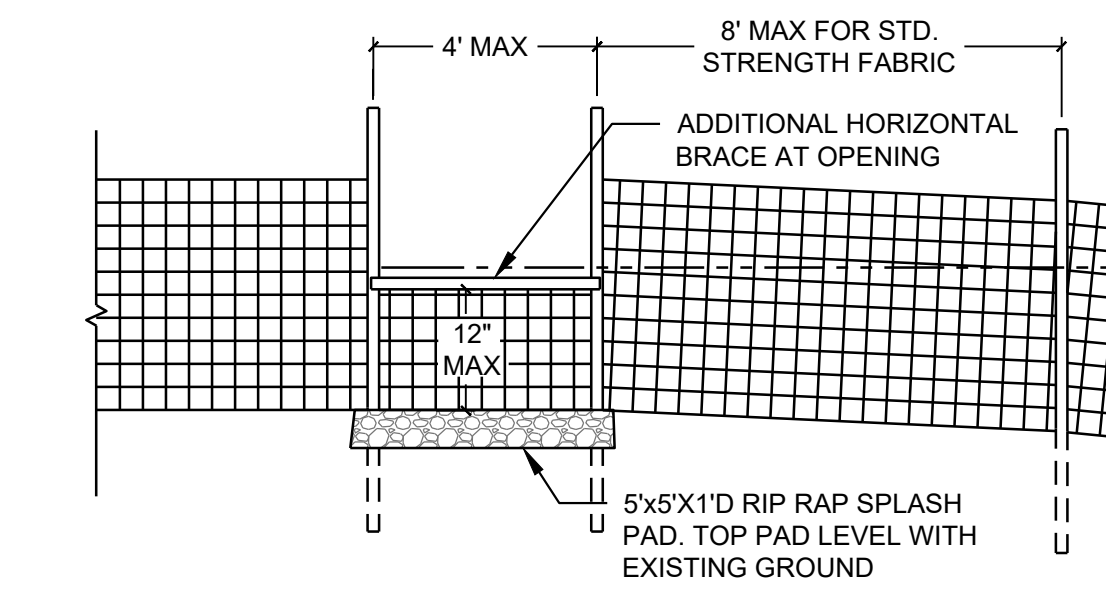
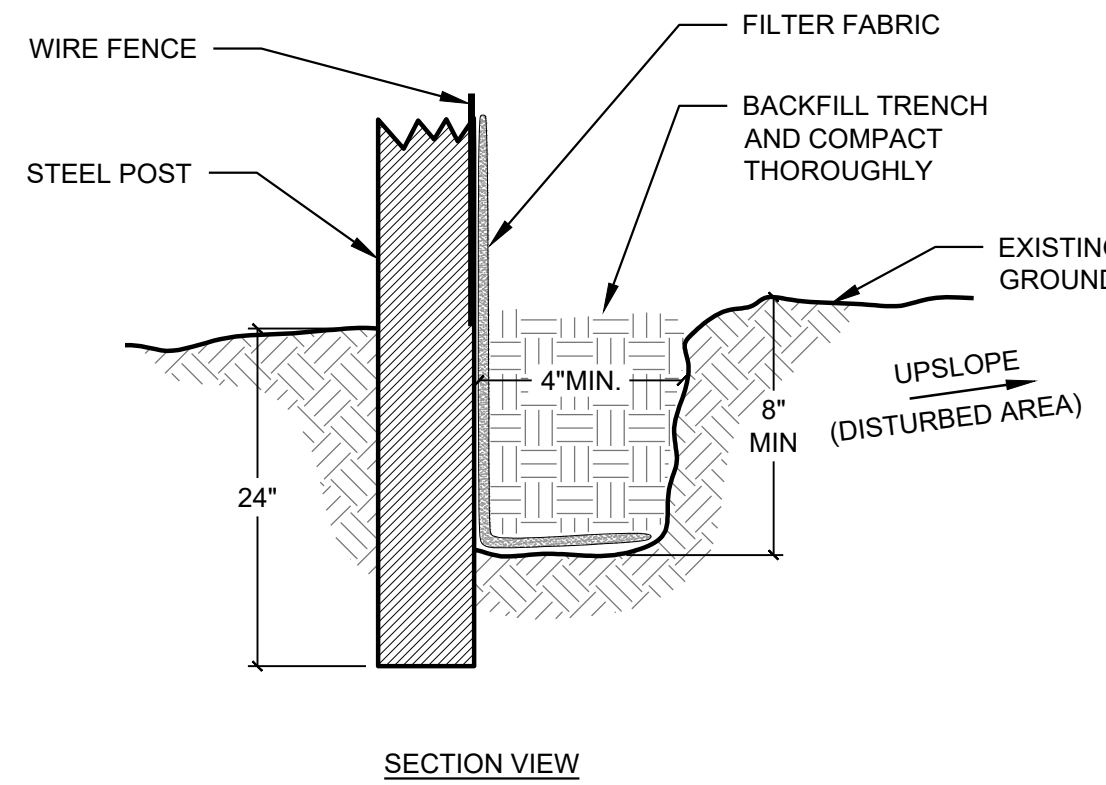


5 FENCE DETAIL - 4' HEIGHT - BLACK FINISH
L4.01 NTS

- NOTES:
1. TREE PROTECTION SHALL BE PROVIDED AS SHOWN IN DETAIL. BARRIER SHALL BE ERECTED PRIOR TO ANY CONSTRUCTION IN GENERAL AREA OF TREES TO BE PROTECTED.
 2. TREES AND CLUSTERS OF TREES SHALL BE MARKED AND PHYSICALLY PROTECTED FROM PARKING, STORAGE, OF MATERIALS AND SECONDARY UTILITY LINE LOCATIONS.
 3. EXISTING VEGETATION REMAINING AFTER GRUBBING FOR BUILDING PADS, STRUCTURES, RIGHT-OF-WAY, PARKING AREAS AND SIGNIFICANT GRADE CHANGES SHALL BE PROTECTED DURING THE CONSTRUCTION PROCESS OF THE DEVELOPMENT.
 4. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA.
 5. UPRIGHTS - 4 X 4 POST OR WOOD FENCE POST ON 8' MINIMUM CENTERS.
 6. HORIZONTALS - 1"X 6" SOUTHERN YELLOW PINE.



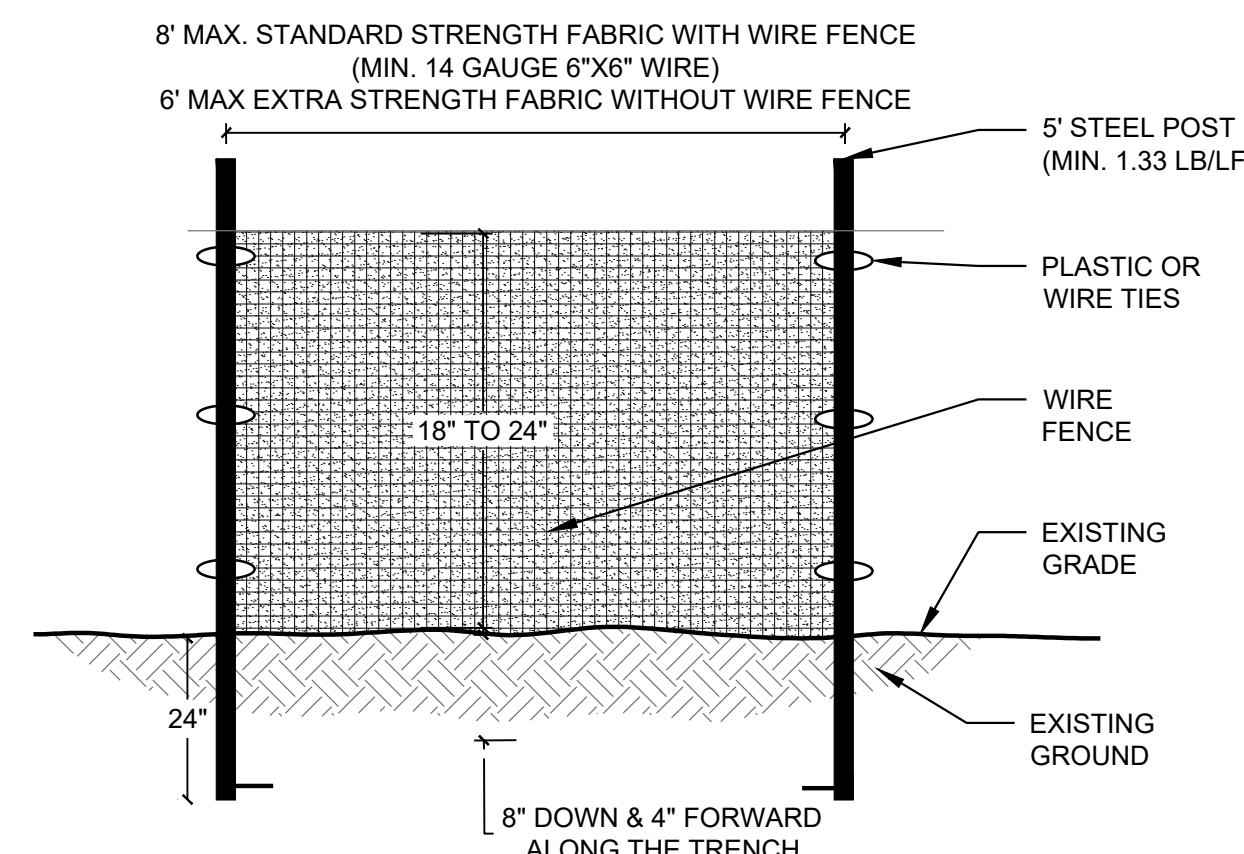
3 TREE PROTECTION
L4.01 NTS



NOTE: ALL SILT FENCE NOTES APPLY TO SILT FENCE OUTLET

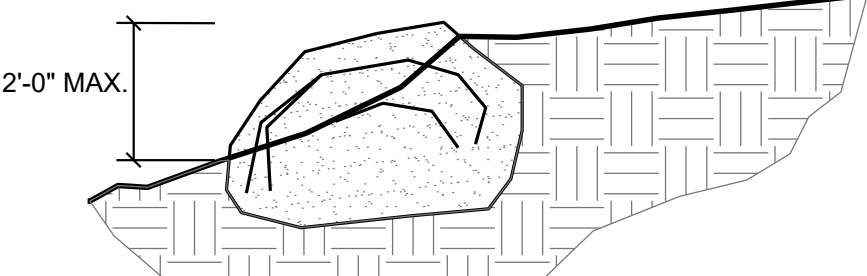
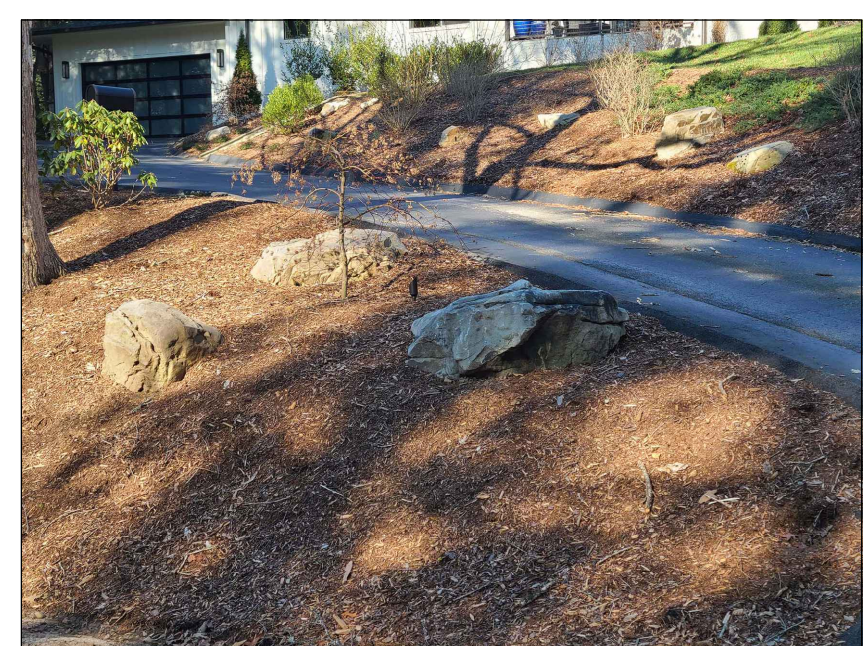
SILT FENCE OUTLET

4 TEMPORARY SILT FENCE
L4.01 NTS



SLOPE	SLOPE LENGTH (FT)	MAXIMUM AREA (SQ FT)
<2%	100	10,000
2 TO 5%	75	7,500
5 TO 10%	50	5,000
10 TO 20%	25	2,500
>20%	15	1,500

- NOTES:
1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND DAILY DURING PROLONGED RAINFALL. REPAIR SHALL BE MADE AS NECESSARY.
 2. FABRIC SHALL BE REPLACED PROMPTLY IF FOUND TO BE IN DISREPAIR.
 3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT AND WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF BARRIER.
 4. REFERENCE NCDEQ LAND QUALITY SECTION DESIGN MANUAL: 6.62
 5. ALL AREAS WITHIN TROUT BUFFERS SHALL RECEIVE DOUBLE ROW OF SILT FENCE (TYP.)

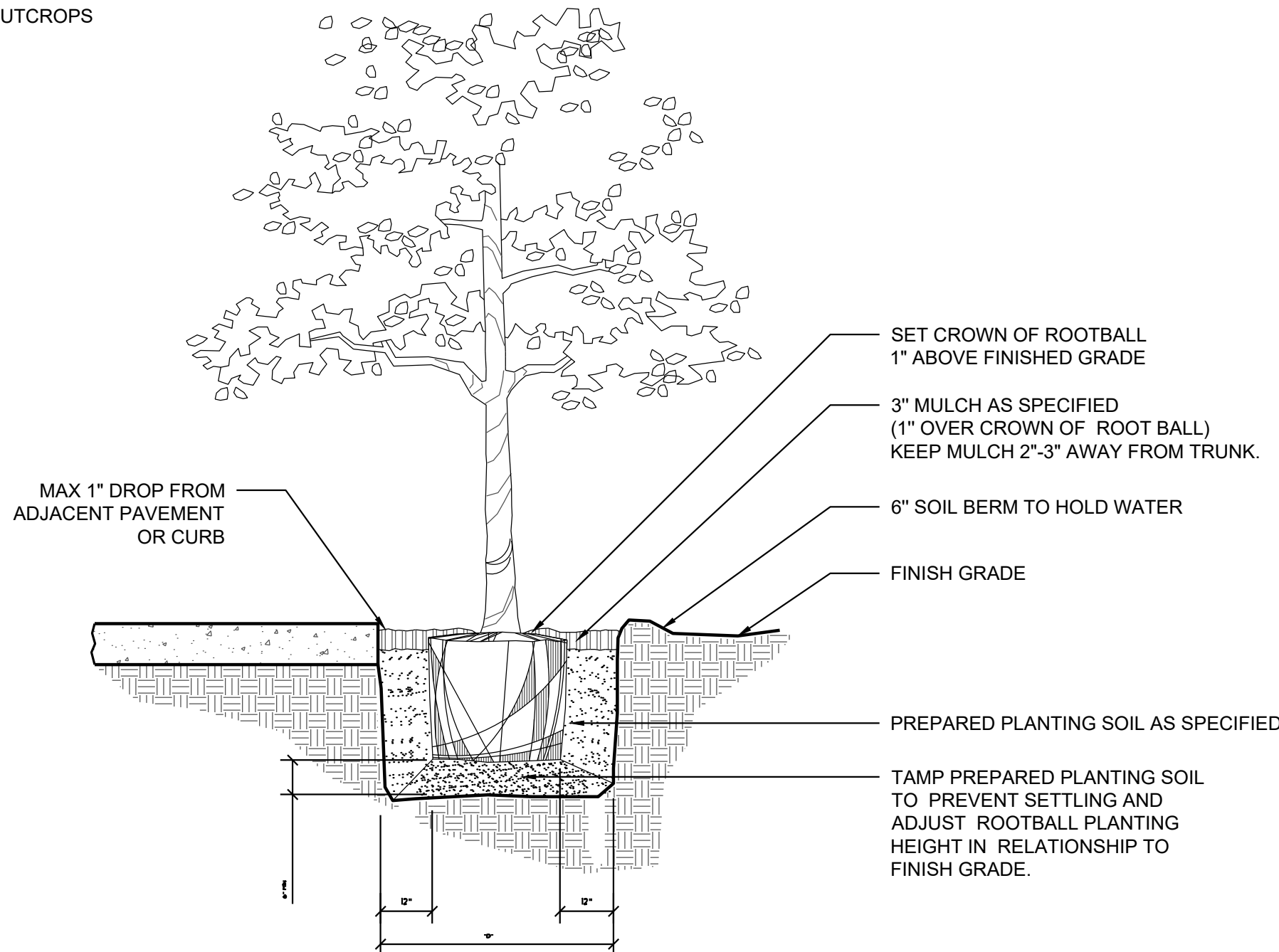


6 BOULDER OUTCROP
L4.01 NTS



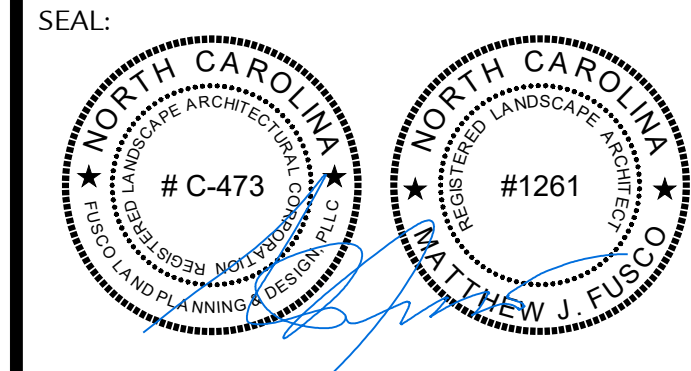
- NOTES:
1. PRISM HARDSCAPES TAVOLA VI GAS FIRE PIT TABLE
 2. INSTALL PER MANUFACTURER SPECIFICATION
 3. COORDINATE WITH LOCAL GAS UTILITY FOR CONNECTION REQUIREMENTS.

7 GAS FIRE PIT
L4.01 NTS



- NOTES:
1. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOTBALL WHEN INSTALLING TREE STAKES
 2. "D" = ROOTBALL + 24"
 3. CONTRACTOR SHALL ENSURE PERCOLATION OF ALL PLANTING BEDS/PITS PRIOR TO INSTALLATION.
 4. THIS DETAIL INCLUDES TREES WITH 3 1/2" CALIPER AND BELOW.

8 DECIDUOUS TREE PLANTING DETAIL
L4.01 NTS



DRAWN BY: NAT
CHECKED BY: MJF

**DENNIS & WENDY THIES RESIDENCE
DRIVEWAY, FIRE PIT & FENCE IMPROVEMENTS**

19 EAST FOREST ROAD, BALTIMORE FOREST NC 28803

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ISSUE DATE: 02/26/2024

No.	Revision / Issue	Date

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SHEET TITLE:

Site Details

SHEET NO:

L4.01

Sheet Size: 24 x 36



BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024



Agenda Item F-2

**CONSIDERATION OF AGREEMENT WITH FLOCK
SAFETY FOR CAMERA SYSTEM INSTALLATION**

Background

As laid out in the attached memo, the BFPD has done significant work over the past year to find the appropriate camera system for the Town. The culmination of this work is their recommendation to utilize the Flock Safety camera system throughout Town. While there is a significant annual charge for these cameras, staff feels this is the best solution for the Town now and in the future. Funds are available for this acquisition in the current fiscal year and the next year's fee will be accounted within the upcoming budget process.

Lt. Merritt and Telecommunications Director Aslyne Tate will be present to address any questions the Board may have regarding this system. We also have sample photos showing one of their cameras on the light pole at the Busbee/Vanderbilt Road intersection and what the installations look like on other poles as well. Please let us know what questions you may have.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024



Agenda Item F-2

**CONSIDERATION OF AGREEMENT WITH FLOCK
SAFETY FOR CAMERA SYSTEM INSTALLATION**

Lt. Kenneth Merritt

Aslyne Tate, Telecommunications Director

Background

In January 2023, the Biltmore Forest Police Department began discussions with two different camera companies to continue a street camera project that has been in process for some time. Flock Safety was the initial top pick due to its live view camera options, license plate readers (LPRs), and the infrastructure that would allow us to share and communicate footage and investigative information with nearby agencies. However, during our initial review, we learned Flock Safety only utilized a solar powered option that would not work within Biltmore Forest's vast tree canopy. The other camera company, ELSAG, was the manufacturer of an LPR camera the Town previously used at the intersection of Vanderbilt Road and Busbee Road.

Demonstration Cameras with ELSAG

BFPD then began discussions with ELSAG and they offered to install two demo LPR cameras and for testing. ELSAG developed a power solution for the Town since our streetlight poles only accessed power at night. These demo cameras were installed at the intersection of Vanderbilt and Busbee Roads and in The Ramble at Chauncy Circle and Valley Springs Road. These installations ran off a battery that charged while there was power to the pole at night. After several months of testing the ELSAG cameras and dealing with several complaints of not being able to see tags, we found out the company removed the option to live monitor vehicles passing through or have any kind of

monitoring tool. Additionally, we could not share video footage. We continued to work with their leadership on fixing the issues, but it was not the appropriate camera solution for the Town. After needing information for investigations and not being able to get it with ELSAG, we decided to try a different route.

Flock Safety

We reached out again to Flock Safety to see if new options had developed and were pleased to find a hard wire option power solution with several upgraded features now existed. We now would be able to have pan tilt zoom cameras in certain locations, which means we can control the movement of the camera to see different angles and sights and we can live view each camera from a monitor in the Dispatch center. These live view cameras would be monitored 24/7 and can be monitored by officers on their in-car laptops. The two proposed LPR cameras will be connected to the Division of Criminal Information Network and will alert us if a tag comes through that is reported and put in the database (i.e. stolen vehicles, tags, wanted, or missing persons). These cameras can also interface with police officer's body worn cameras and be an investigative tool when crimes are committed. Several agencies including Buncombe County, Henderson County, Weaverville PD, Black Mountain PD, and many others, have started to use Flock cameras. The upgraded features allow us to send and receive video footage that would greatly help investigations. This is also a great option for Carolina Day School and MAHEC, and if they chose to utilize the Flock system, the PD would be able to integrate their security cameras and monitor them if requested.

This option includes an annual fee and the cameras are covered under warranty and with only a couple of exceptions would be repaired or replaced as needed. After several months of discussions, testing, research, and trials, we feel that Flock Safety Cameras are a much better option for the Town and Biltmore Forest Police Department.



EXHIBIT A
ORDER FORM

Customer:	NC - Biltmore Forest PD	Initial Term:	24 Months
Legal Entity Name:	NC - Biltmore Forest PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	355 Vanderbilt Rd Ashville, North Carolina 28803	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$48,250.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	2	Included
Flock Safety Video Products			
Flock Safety Condor TM PTZ w/ LTE Service	Included	13	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	\$750.00	13	\$9,750.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00

Subtotal Year 1:	\$58,300.00
Annual Recurring Subtotal:	\$48,250.00
Estimated Tax:	\$7,458.51
Contract Total:	\$106,550.00



VANDERBILT RD









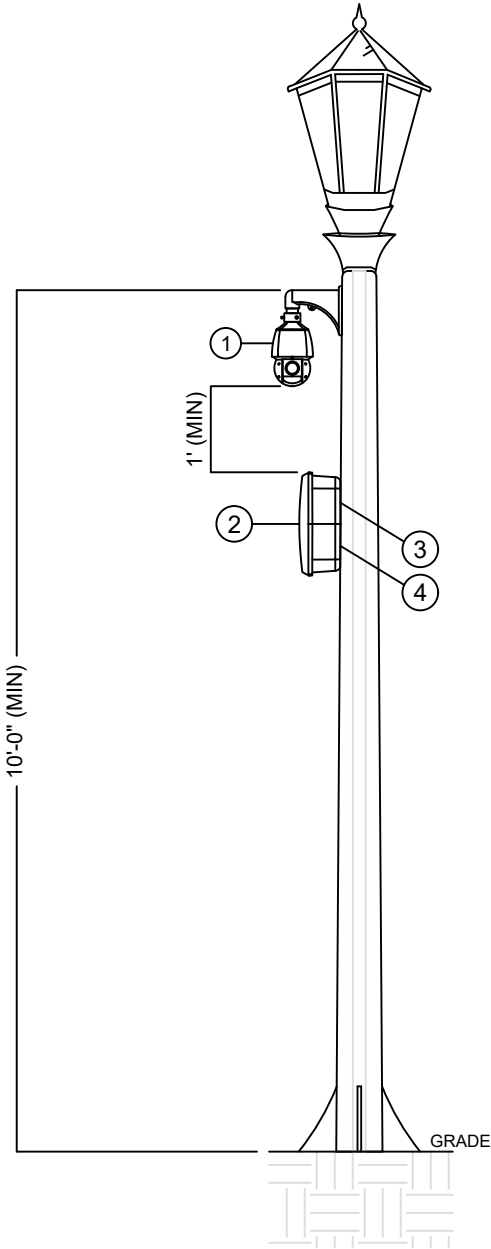
GENERAL & CONSTRUCTION NOTES

- 1. CONTRACTOR SHALL APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS.
- 2. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION.
- 3. ALL WORK SHALL CONFORM TO APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDE.
- 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS DEFINED BY THE STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION, UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

ADA COMPLIANCE NOTES

- 1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II, STATE DEPARTMENT OF TRANSPORTATION, AND LOCAL JURISDICTION STANDARDS,
- 2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN CONTROL PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
- 3. MINIMUM CLEAR PEDESTRIAN ACCESS ROUTE (PAR) SHALL BE 48" WIDE.
- 4. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK. UP TO AN ELEVATION OD 7'-0" ABOVE GRADE.

ITEM NO.	PART NUMBER	DESCRIPTION	TOTAL WEIGHT (LB)	QTY.
1	IPC254EB-DX22GK-I0	PTZ , 8MP 6-120MM CAMERA	5.0	1
2	704-00003	AVICORE ASSEMBLY	5.0	1
3	204-00082	POLE MOUNTING PLATE	1.76	1
4	204-00081	AVICORE MOUNTING PLATE	1.3	1



1 POLE ELEVATION DETAIL

SCALE: N/A

NOTE:
DRAWINGS BASED ON TYPICAL DECORATIVE POLE

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STANDARD CONFIGURATION DETAILS
FLOCK DECORATIVE LIGHT SYSTEM

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	01/01/2024	DAW	TYP DETAIL

I HERBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXX.

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FLOCK EQUIPMENT
INSTALLATION

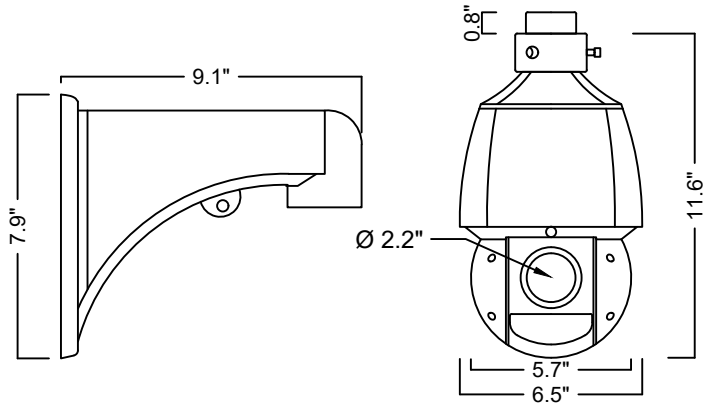
CASE NUMBER: N/A
PERMITTING JURISDICTION:
N/A

COVER SHEET & LOCATION MAPS

SHEET:
SPEC.01

REV:
0

1

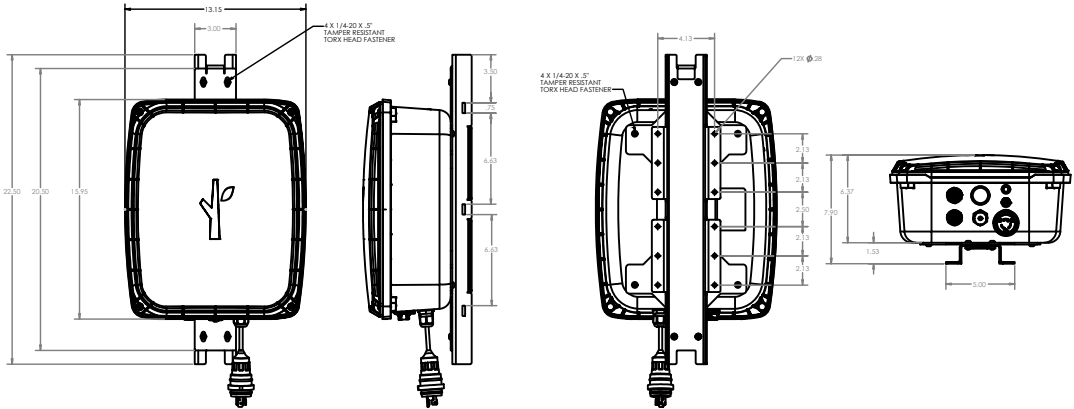


FLOCK SAFETY "CONDOR" ASSEMBLY

MOUNTING HARDWARE TO BE PROVIDED BY FLOCK SAFETY

☐ NOT USED

2

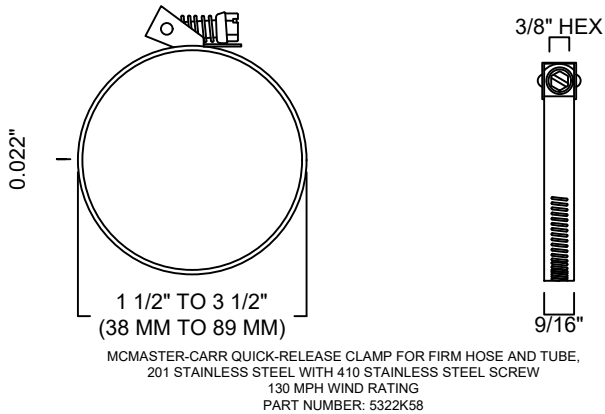


"AVICORE" ASSEMBLY

MOUNTING HARDWARE TO BE PROVIDED BY FLOCK SAFETY

☐ NOT USED

3



MOUNTING CLAMP

NOTE: LARGER DIAMETER POLES WILL USE AN EQUIVALENT 201 STAINLESS STEEL STRAPPING CUT TO LENGTH.

☐ NOT USED

4

☐ NOT USED

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STANDARD CONFIGURATION DETAILS
FLOCK DECORATIVE LIGHT SYSTEM

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	01/01/2024	DAW	TYP DETAIL

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FLOCK EQUIPMENT
INSTALLATION

CASE NUMBER: N/A
PERMITTING JURISDICTION:
N/A

COVER SHEET & LOCATION MAPS

SHEET:
SPEC.02

REV:
0

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024



Agenda Item F-3

**CONSIDERATION OF AWARD TO HYATT PIPELINE,
LLC FOR STORMWATER PROJECT**

Background

The Town opened bids for the large stormwater project at Stuyvesant, Lone Pine, and Vanderbilt Roads on Tuesday, February 27. The bid results are attached to this memorandum, as well as a recommendation from the Town's consultant, McGill, to award this bid to Hyatt Pipeline, LLC. As a reminder, the Board committed just over \$1.2 million from the Town's fund balance in the FY24 budget for this project. Work will certainly cross over to the FY25 budget year, so we will be requesting this funding rollover as part of that budget process.

Please let me know if you have additional questions regarding this recommendation or Hyatt's previous work with the Town.

Action Requested

Staff recommends awarding this project to Hyatt Pipeline, LLC.

February 29, 2024

Mr. Jonathan Kanipe, Town Manager
Town of Biltmore Forest
355 Vanderbilt Road
Biltmore Forest, North Carolina 28803

RE: Recommendation of Award and Certified Bid Tabulation
Stormwater System Improvements
Buncombe County, North Carolina

Dear Mr. Kanipe:

On February 27, 2024, public bids were opened and read aloud at the Town of Biltmore Forest Board Room for the above referenced project. Five (5) bids were received with the apparent low bid submitted by Hyatt Pipeline, LLC of Canton, North Carolina for a total base bid price of \$1,126,959.70. Attached is a certified bid tabulation with the details for all the bids submitted.

Bids Received	Bid Amount
Hyatt Pipeline, LLC	\$ 1,126,959.70
Tennoca Construction Company	\$ 1,187,822.00
Young & McQueen Grading Company, Inc.	\$ 1,580,092.00
T.P. Howard's Plumbing Company, Inc.	\$ 1,800,000.00
Morgan Contracting, Inc.	\$ 6,599,580.00

Hyatt Pipeline, LLC, holds an Unlimited General Contracting License with the North Carolina Licensing Board for General Contractors. McGill Associates recommends that the Town of Biltmore Forest tentatively award the construction contract to Hyatt Pipeline, LLC, for a total bid amount of \$1,126,959.70.

Mr. Jonathan Kanipe, Town Manager

February 29, 2024

Page 2 of 2

McGill Associates looks forward to continuing to assist the Town with this project. If you have any questions regarding this matter or require additional information, please do not hesitate to contact me.

Sincerely,

McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read 'S. Burwell', written in a cursive style.

SCOTT BURWELL, PE

Senior Project Manager

Enclosures: Certified Bid Tabulation
Hyatt Pipeline, LLC's Submitted Bid

P:\2019\19.00155-BiltmoreForNC-On-Call Municipal Stormwat\Bidding\Recommendation of Award 02.29.24.docx

CERTIFIED BID TABULATION
STORMWATER SYSTEM IMPROVEMENTS
TOWN OF BILTMORE FOREST

				Hyatt Pipeline, LLC Post Office Box 136 Canton, NC 28716		Tennoca Construction Company Post Office Box 2379 Candler, NC 28715		Young & McQueen Grading Co., Inc. 25 Crest View Road Burnsville, NC 28714		T.P. Howard's Plumbing Co., Inc. 90 Number Nine Road Fairview, NC 28730		Morgan Contracting, Inc. 900 Dutch Valley Drive Knoxville, TN 37918	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$32,824.00	\$32,824.00	\$35,500.00	\$35,500.00	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$260,000.00	\$260,000.00
2	Traffic Control	1	LS	\$37,000.00	\$37,000.00	\$44,450.00	\$44,450.00	\$120,000.00	\$120,000.00	\$100,000.00	\$100,000.00	\$245,000.00	\$245,000.00
3	Demolition	1	LS	\$36,000.00	\$36,000.00	\$76,760.00	\$76,760.00	\$75,000.00	\$75,000.00	\$53,000.00	\$53,000.00	\$475,000.00	\$475,000.00
4	Silt Fence	1,417	LF	\$6.00	\$8,502.00	\$5.00	\$7,085.00	\$5.00	\$7,085.00	\$5.00	\$7,085.00	\$10.00	\$14,170.00
5	Safety Fence	2,171	LF	\$5.70	\$12,374.70	\$3.00	\$6,513.00	\$4.00	\$8,684.00	\$7.00	\$15,197.00	\$10.00	\$21,710.00
6	Construction Entrance	2	EA	\$5,000.00	\$10,000.00	\$5,055.00	\$10,110.00	\$8,500.00	\$17,000.00	\$3,500.00	\$7,000.00	\$6,000.00	\$12,000.00
7	Ditch Wattle	33	EA	\$156.00	\$5,148.00	\$114.00	\$3,762.00	\$100.00	\$3,300.00	\$150.00	\$4,950.00	\$600.00	\$19,800.00
8	Inlet Protection	51	EA	\$400.00	\$20,400.00	\$340.00	\$17,340.00	\$350.00	\$17,850.00	\$500.00	\$25,500.00	\$1,800.00	\$91,800.00
9	Ditch Matting	1,670	SY	\$7.90	\$13,193.00	\$1.50	\$2,505.00	\$5.50	\$9,185.00	\$25.00	\$41,750.00	\$7.50	\$12,525.00
10	Fine Grading for Ditches and Shoulders	1	LS	\$29,000.00	\$29,000.00	\$16,790.00	\$16,790.00	\$159,500.00	\$159,500.00	\$50,000.00	\$50,000.00	\$132,000.00	\$132,000.00
11	Restoration of Surfaces	1	LS	\$8,000.00	\$8,000.00	\$25,314.00	\$25,314.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$385,000.00	\$385,000.00
12	18" HDPE Pipe	1,754	LF	\$88.10	\$154,527.40	\$80.00	\$140,320.00	\$68.00	\$119,272.00	\$100.00	\$175,400.00	\$725.00	\$1,271,650.00
13	24" HDPE Pipe	173	LF	\$98.30	\$17,005.90	\$104.00	\$17,992.00	\$90.00	\$15,570.00	\$130.00	\$22,490.00	\$975.00	\$168,675.00
14	30" HDPE Pipe	805	LF	\$128.70	\$103,603.50	\$129.00	\$103,845.00	\$115.00	\$92,575.00	\$150.00	\$120,750.00	\$1,275.00	\$1,026,375.00
15	36" HDPE Pipe	395	LF	\$154.40	\$60,988.00	\$160.00	\$63,200.00	\$150.00	\$59,250.00	\$170.00	\$67,150.00	\$725.00	\$286,375.00
16	48" HDPE Pipe	505	LF	\$197.20	\$99,586.00	\$245.00	\$123,725.00	\$220.00	\$111,100.00	\$215.00	\$108,575.00	\$750.00	\$378,750.00
17	Catch Basin - 4'x4' Box with 2'x2' Grate	15	EA	\$4,373.70	\$65,605.50	\$5,090.00	\$76,350.00	\$6,050.00	\$90,750.00	\$9,000.00	\$135,000.00	\$17,500.00	\$262,500.00
18	Catch Basin - 4'x4' Box with 2'x2' Grate	1	EA	\$4,516.80	\$4,516.80	\$5,090.00	\$5,090.00	\$9,000.00	\$9,000.00	\$10,500.00	\$10,500.00	\$27,500.00	\$27,500.00
19	Catch Basin - 5'x5' Box with 2'x2' Grate	11	EA	\$8,607.80	\$94,685.80	\$8,475.00	\$93,225.00	\$7,775.00	\$85,525.00	\$12,500.00	\$137,500.00	\$23,500.00	\$258,500.00
20	Catch Basin - 5' Dia. Manhole with 2'x3' Grate	1	EA	\$6,424.00	\$6,424.00	\$8,150.00	\$8,150.00	\$10,500.00	\$10,500.00	\$9,660.00	\$9,660.00	\$18,000.00	\$18,000.00
21	Catch Basin - 6'x6' Box with 2'x2' Grate	2	EA	\$9,884.40	\$19,768.80	\$12,350.00	\$24,700.00	\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00	\$21,750.00	\$43,500.00
22	Catch Basin - 4'x4' Box with Open Throat Top	1	EA	\$5,018.90	\$5,018.90	\$5,090.00	\$5,090.00	\$6,650.00	\$6,650.00	\$8,500.00	\$8,500.00	\$18,100.00	\$18,100.00
23	Junction Box - 4'x4' Box with Manhole Cover	3	EA	\$4,484.90	\$13,454.70	\$5,090.00	\$15,270.00	\$6,600.00	\$19,800.00	\$9,000.00	\$27,000.00	\$17,000.00	\$51,000.00
24	Junction Box - 5'x5' Box with Manhole Cover	2	EA	\$8,718.50	\$17,437.00	\$8,475.00	\$16,950.00	\$9,300.00	\$18,600.00	\$12,000.00	\$24,000.00	\$25,500.00	\$51,000.00
25	Precast Concrete Headwall	5	EA	\$3,681.10	\$18,405.50	\$4,220.00	\$21,100.00	\$3,650.00	\$18,250.00	\$5,000.00	\$25,000.00	\$7,200.00	\$36,000.00
26	Rip-Rap Outlet Protection	66	TON	\$96.60	\$6,375.60	\$74.00	\$4,884.00	\$65.00	\$4,290.00	\$90.00	\$5,940.00	\$215.00	\$14,190.00
27	Trench Rock Removal	100	CY	\$290.00	\$29,000.00	\$125.00	\$12,500.00	\$50.00	\$5,000.00	\$250.00	\$25,000.00	\$700.00	\$70,000.00
28	Undercut and Remove Offsite	200	CY	\$30.00	\$6,000.00	\$24.00	\$4,800.00	\$25.00	\$5,000.00	\$20.00	\$4,000.00	\$300.00	\$60,000.00
29	Washed Stone	300	TON	\$38.00	\$11,400.00	\$49.00	\$14,700.00	\$56.00	\$16,800.00	\$50.00	\$15,000.00	\$95.00	\$28,500.00
30	Select Backfill	200	CY	\$70.00	\$14,000.00	\$22.00	\$4,400.00	\$65.00	\$13,000.00	\$35.00	\$7,000.00	\$225.00	\$45,000.00
31	Pavement Repair	290	SY	\$71.00	\$20,590.00	\$135.00	\$39,150.00	\$150.00	\$43,500.00	\$250.00	\$72,500.00	\$185.00	\$53,650.00
32	Asphalt Driveway Repair	191	SY	\$50.60	\$9,664.60	\$63.00	\$12,033.00	\$155.00	\$29,605.00	\$150.00	\$28,650.00	\$185.00	\$35,335.00
33	Concrete Driveway Repair	37	SY	\$147.60	\$5,461.20	\$150.00	\$5,550.00	\$300.00	\$11,100.00	\$300.00	\$11,100.00	\$475.00	\$17,575.00
34	S9.5B Asphalt Surface Course - Wedging	100	TON	\$140.00	\$14,000.00	\$216.00	\$21,600.00	\$235.00	\$23,500.00	\$350.00	\$35,000.00	\$375.00	\$37,500.00
35	Milling (2" Depth)	4,693	SY	\$3.60	\$16,894.80	\$3.00	\$14,079.00	\$7.00	\$32,851.00	\$11.00	\$51,623.00	\$50.00	\$234,650.00
36	Asphalt Overlay S.95B (2" Depth)	560	TON	\$135.00	\$75,600.00	\$139.00	\$77,840.00	\$200.00	\$112,000.00	\$253.00	\$141,680.00	\$475.00	\$266,000.00
37	Wall Demolition and Replacement	120	FF	\$41.70	\$5,004.00	\$63.00	\$7,560.00	\$100.00	\$12,000.00	\$175.00	\$21,000.00	\$850.00	\$102,000.00
38	Staging Area	300	LF	\$40.00	\$12,000.00	\$19.00	\$5,700.00	\$100.00	\$30,000.00	\$150.00	\$45,000.00	\$175.00	\$52,500.00
39	Tree Replacement	3	EA	\$2,500.00	\$7,500.00	\$630.00	\$1,890.00	\$1,000.00	\$3,000.00	\$3,500.00	\$10,500.00	\$5,250.00	\$15,750.00
TOTAL					\$1,126,959.70		\$1,187,822.00		* \$1,580,092.00		\$1,800,000.00		\$6,599,580.00

* Corrected mathematical error on submitted Bid.



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 27th day of February 2024 in the Board Room of the Town of Biltmore Forest, North Carolina and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.



[Signature]

Date:
2024.02.29
11:47:07-05'00'

BID FORM

Stormwater System Improvements

19.00155

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**Jonathan Kanipe, Town Manager
Town of Biltmore Forest
355 Vanderbilt Road
Biltmore Forest, North Carolina 28803**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/22/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the

Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

See Attached Bid Schedule

Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 210 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of bid bond or cashier's check
 - B. List of Proposed Subcontractors

ARTICLE 8 – BID SUBMITTAL

This Bid Submitted By: Hyatt Pipeline, LLC

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature) N/A

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign) N/A

Name (typed or printed): _____

A Corporation

Corporation Name: Hyatt Pipeline, LLC (SEAL)

State of Incorporation: NC
Type (General Business, Professional, Service, Limited Liability): LLC

By: Robert J Hyatt
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ROBERT J HYATT

Title: MANAGING MEMBER (CORPORATE SEAL)

Attest [Signature]

Date of Authorization to do business in NC [State Where Project is Located] is 1/2014

A Joint Venture

Name of Joint Venture: _____
First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 136
492 Buckeye Cove Rd. Canton, NC 28716

Phone No. 828-492-1400 Fax No. N/A

SUBMITTED on 2/27, 2024.

State Contractor License No. 75332.

Expiration Date

12/31/2024

Certificate No.

75332

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Hyatt Pipeline, LLC

Canton, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Robert H. H. H.
Chairman

C. Frank Wiener
Secretary-Treasurer

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

This Assignment of Limited Liability Company Interest ("Assignment") is made and entered into as of the 30th day of September, 2023 ("Effective Date"), by and between Nicole Mills Hyatt ("Nicole"), Jaxon Asher Hyatt, care of Sam M. Underwood, Guardian of the Estate ("Jaxon") and Stella Blake Hyatt, care of Sam M. Underwood, Guardian of the Estate ("Stella") (Nicole, Jaxon and Stella, collectively, "Assignor"), Hyatt Pipeline, LLC, a North Carolina limited liability company ("Company"), and Robert James Hyatt ("Assignee").

RECITALS:

Assignor, by virtue of the death of Anthony Blake Hyatt on March 5, 2018, have inherited, and hold all the Membership Interests in Company.

Said Membership Interests in Company are held as follows: (a) Nicole – 40%; Jaxon – 30%; Stella – 30%. The total of said Membership Interests in Company held by Assignors is herein called "Sold Interest." Effective June 2, 2020, Nicole as Member and Manager, Assignee as Manager (but not Member), and Jaxon and Stella as Members, have entered into an Operating Agreement ("Operating Agreement"). A Letter of Intent dated March 28, 2023 has been executed by Assignor and Assignee ("LOI").

Pursuant to that certain Membership Interest Transfer Agreement ("Purchase Agreement") among the parties hereto of even date, Assignor has agreed to sell, transfer, convey, and assign to Company in complete redemption ("Redeemed Interest") twenty (20%) percent of Sold Interest, and transfer the balance to Assignee, and Company and Assignee have each agreed to pay for and accept such assignment as set out in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the payments and undertakings by Assignee to the Assignor as set out in Purchase Agreement, and other good and valuable consideration, Assignor hereby sells, transfers, conveys, and assigns to Company and Assignee, collectively, the Sold Interest, as aforesaid.

This Assignment includes and is subject to all terms, conditions and provisions as set forth in the Purchase Agreement. In the event of any conflict between any of the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control. Any capitalized terms used or otherwise not expressly defined herein, shall have the same meaning ascribed as in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has cause execution hereof as of the Effective Date.

ASSIGNOR:

Nicole Mills Hyatt

Hyatt Pipeline LLC, 2017 (L06 CD)

Nicole Mills Hyatt

Jaxon Asher Hyatt, Member, c/o Sam M.
Underwood, Guardian of the Estate

Stella Blake Hyatt, Member, c/o Sam M.
Underwood, Guardian of the Estate

Accepted:

Company: Hyatt Pipeline, LLC

By: _____

Robert James Hyatt, Incoming Manager

Assignee:

Robert James Hyatt

IN WITNESS WHEREOF, Assignor has cause execution hereof as of the Effective Date.

ASSIGNOR:

Nicole Mills Hyatt

Sam Underwood, Guardian
Jaxon Asher Hyatt, Member, c/o Sam M.
Underwood, Guardian of the Estate

Sam Underwood, Guardian
Stella Blake Hyatt, Member, c/o Sam M.
Underwood, Guardian of the Estate

Accepted:

Company: Hyatt Pipeline, LLC

By: _____
Robert James Hyatt, Incoming Manager

Assignee:

Robert James Hyatt

IN WITNESS WHEREOF, Assignor has cause execution hereof as of the Effective Date.

ASSIGNOR:

Nicole Mills Hyatt

Jaxon Asher Hyatt, Member, c/o Sam M.
Underwood, Guardian of the Estate

Stella Blake Hyatt, Member, c/o Sam M.
Underwood, Guardian of the Estate

Accepted:

Company: Hyatt Pipeline, LLC

By: Robert James Hyatt
Robert James Hyatt, Incoming Manager

Assignee:

Robert James Hyatt
Robert James Hyatt



Bid Schedule
Revised per Addendum #1

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
GENERAL					
1	Mobilization	LS	1	32,824.00	32,824.00
2	Traffic Control	LS	1	37,000.00	37,000.00
3	Demolition	LS	1	36,000.00	36,000.00
4	Silt Fence	LF	1,417	6.00	8,502.00
5	Safety Fence	LF	2,171	5.70	12,374.70
6	Construction Entrance	EA	2	5,000.00	10,000.00
7	Ditch Wattle	EA	33	156.00	5,148.00
8	Inlet Protection	EA	51	400.00	20,400.00
9	Ditch Matting	SY	1,670	7.90	13,193.00
10	Fine Grading for Ditches and Shoulders	LS	1	29,000.00	29,000.00
11	Restoration of Surfaces	LS	1	8,000.00	8,000.00
12	18" HDPE Pipe	LF	1,754	88.10	154,527.40
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14	30" HDPE Pipe	LF	805	128.70	103,603.50
15	36" HDPE Pipe	LF	395	154.40	60,988.00
16	48" HDPE Pipe	LF	505	197.20	99,586.00
17	Catch Basin - 4'x4' Box with 2'x2' Grate	EA	15	4,373.70	65,605.50
18	Catch Basin - 4'x4' Box with 2'x3' Grate	EA	1	4,516.80	4,516.80
19	Catch Basin - 5'x5' Box with 2'x2' Grate	EA	11	8,607.80	94,685.80
20	Catch Basin - 5' Dia. Manhole with 2'x3' Grate	EA	1	6,424.00	6,424.00
21	Catch Basin - 6'x6' Box with 2'x3' Grate	EA	2	9,884.40	19,768.80
22	Catch Basin - 4'x4' Box with Open Throat Top	EA	1	5,018.90	5,018.90
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26	Rip-Rap Outlet Protection	TON	66	96.60	6,375.60
27	Trench Rock Removal	CY	100	290.00	29,000.00
28	Undercut and Remove Offsite	CY	200	30.00	6,000.00
29	Washed Stone	TON	300	38.00	11,400.00
30	Select Backfill	CY	200	70.00	14,000.00
31	Pavement Repair	SY	290	71.00	20,590.00
32	Asphalt Driveway Repair	SY	191	50.60	9,664.60
33	Concrete Driveway Repair	SY	37	147.60	5,461.20
34	S9.5B Asphalt Surface Course - Wedging	TON	100	140.00	14,000.00
35	Milling (2" Depth)	SY	4,693	3.60	16,894.80
36	Asphalt Overlay S.95B (2" Depth)	TON	560	135.00	75,600.00
37	Wall Demolition and Replacement	FF	120	41.70	5,004.00
38	Staging Area	LF	300	40.00	12,000.00
39	Tree Replacement	EA	3	2,500.00	7,500.00
TOTAL BID PRICE					1,126,959.70
NOTES:					
1. See section 013000 Measurement and Payment for specific scope of each unit price above.					

Town of Biltmore Forest Stormwater System Improvements

Proposed Subcontractors

[illegible]

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Hyatt Pipeline, LLC
492 Buckeye Cove Road
Canton, NC 28716

SURETY (Name, and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):

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

BID

Bid Due Date: February 27, 2024

Description (Project Name— Include Location): Town of Biltmore Forest Stormwater System Improvements

BOND

Bond Number: N/A - Bid Bond

Date: February 27, 2024

Penal sum Five Percent of Amount Bid § 5% of Bid

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Hyatt Pipeline, LLC (Seal)

Atlantic Specialty Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Robert J. Hyatt
Signature

By:

Matthew Rose
Signature (Attach Power of Attorney)

Robert J Hyatt
Print Name

Matthew Rose
Print Name

MANAGING MEMBER
Title

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Attest:

[Signature]
Signature Tyler Turnbull

Title [Signature]

Title Attorney-in-Fact

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Beverly B. Ivey, Brendan Coale, Brett Branton, Della B. Case, Matthew Rose, Scott Pelin, Tyler Turnbull**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

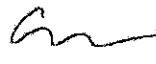
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

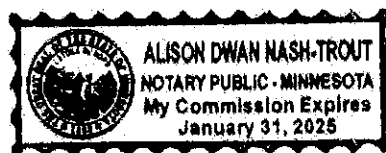
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



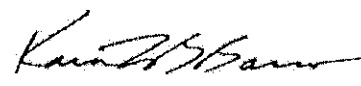

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 27th day of February, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

MARCH 12, 2024



Agenda Item F-4

CONSIDERATION OF CONSTRUCTION ADMINISTRATION AGREEMENT WITH MCGILL ASSOCIATES FOR STORMWATER PROJECT

Background

The Town's consulting engineer, McGill Associates, has performed the design and bidding process for the Town's stormwater project. The attached construction administration agreement will provide experienced and professional construction administration and observation two days per week for the planned 180 day duration of this project. The pertinent portions of the agreement are found on pages 1 and 2 of the attached document and shown below. Staff recommends approval.

Construction Administration and Observation

1. Attend a pre-construction meeting with Owner, Contractor, construction materials testing firm for project kick-off.
2. Provide on-site construction observation (approximately 2 visits per week for 180 days of contract duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.
3. Attend monthly progress meetings with Owner and Contractor to review progress.
4. Review construction materials testing reports.
5. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site Contractor is required to submit.

Page 1 of 3

-
6. Address questions from the Contractor during the construction process.
 7. Schedule and conduct initial closeout walkthrough with Owner, Contractor, and to develop final punch list.
 8. Schedule and conduct final closeout walkthrough with Owner, Contractor, and permit authorities to verify completion of punch list.
 9. Prepare erosion control permit closeout documentation for submittal to NCDEQ.

EXHIBIT B

TASK ORDER NO. 9

This **TASK ORDER NO. 9** dated the 7th, day of March 2024, is a supplement to the **MASTER SERVICES AGREEMENT** between the Town of Biltmore Forest, North Carolina, dated June 4, 2020, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as “ENGINEER”. The purpose of this Task Order is to authorize the ENGINEER to provide additional services for the “PROJECT” entitled: Stormwater Improvements Final Design, Permitting, and Bidding Services.

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as: provide construction administration and observation services for the Stormwater Improvements project.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide professional services (the “Services”) for the Project including performance of the following:

Construction Administration and Observation

1. Attend a pre-construction meeting with Owner, Contractor, construction materials testing firm for project kick-off.
2. Provide on-site construction observation (approximately 2 visits per week for 180 days of contract duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.
3. Attend monthly progress meetings with Owner and Contractor to review progress.
4. Review construction materials testing reports.
5. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site Contractor is required to submit.

6. Address questions from the Contractor during the construction process.
7. Schedule and conduct initial closeout walkthrough with Owner, Contractor, and to develop final punch list.
8. Schedule and conduct final closeout walkthrough with Owner, Contractor, and permit authorities to verify completion of punch list.
9. Prepare erosion control permit closeout documentation for submittal to NCDEQ.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 9 per the following:

- Construction Administration and Observation (Hourly, MNTE) \$65,000.00

The above phase will be billed on an hourly basis plus expenses in accordance with the attached Basic Fee Schedule.

SECTION 4 - MISCELLANEOUS

ASSUMPTIONS

1. Construction duration is 180 days. Should the project be extended past this time, the maximum not to exceed value may need to be increased.
2. As-Built survey and preparation of record drawings is not included.
3. Construction Materials Testing services are not included and will be contracted directly by the Town.
4. Services for tasks other than those specifically detailed above are not included in the above fees.

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 8 in duplicate originals:

EXECUTED this 7th day of March, 2024.

McGill Associates, P.A.



Ben Cathey, P.E.
Practice Area Leader

Town of Biltmore Forest

By: _____
Jonathan Kanipe
Town Manager

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

By: _____

Town of Biltmore Forest
Finance Director

BASIC FEE SCHEDULE

January 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$280			
Principal – Regional Manager – Director	\$235	\$240	\$255	\$265
Practice Area Lead	\$205	\$225	\$235	\$250
Senior Project Manager	\$210	\$225	\$230	\$235
Senior Engineer	\$210	\$225	\$230	\$235
Project Manager	\$180	\$195	\$200	\$205
Senior Project Engineer	\$180	\$195	\$200	\$205
Project Engineer	\$145	\$155	\$165	\$175
Engineering Associate	\$125	\$130	\$135	\$140
Planner- Consultant – Designer	\$125	\$140	\$165	\$175
Engineering Technician	\$115	\$125	\$135	\$145
CAD Operator – GIS Analyst	\$95	\$105	\$115	\$125
Construction Services Manager	\$150	\$160	\$175	\$195
Construction Administrator	\$120	\$135	\$145	\$155
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$120	\$135	\$145	\$155
Construction Field Representative	\$95	\$110	\$120	\$135
Environmental Specialist	\$95	\$105	\$110	\$115
Administrative Assistant	\$80	\$85	\$95	\$110
Survey Party Chief	\$95	\$110	\$125	\$145
Survey Field Technician	\$80	\$85	\$90	\$95

EXPENSES

- Mileage - \$0.70/mile
- Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- Robotics/GPS Equipment: \$30/hr.
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



BOARD OF COMMISSIONERS MEETING

STAFF MEMORANDUM

MARCH 12, 2024

AGENDA ITEM F-5

CONSIDERATION OF MATERIALS TESTING AGREEMENT WITH BUNNELL LAMMONS ENGINEERING

Background

As part of the stormwater project, materials testing will need to be conducted to ensure the appropriate materials are being installed. Bunnell Lammons Engineering has significant experience in performing this work, and the Town's consultant has recommended them for this work. The attached fee proposal is in line with the Town's original budgeted estimate for this portion of the project.

Action Requested

Staff recommends approval.



March 7, 2024

Director of Public Works
Town of Biltmore Forest
355 Vanderbilt Road
Asheville, NC 28803

Attention: Mr. Harry B. Buckner, PE
Email: hbuckner@biltmoreforest.org

Subject: **Proposal for Construction Materials Testing Services
Biltmore Forest Stormwater Improvements
Asheville, North Carolina
BLE Proposal Number P24-0497**

Mr. Buckner:

Bunnell-Lammons Engineering, Inc. (BLE) appreciates the opportunity to submit this proposal to provide construction materials testing services for the Biltmore Forest Stormwater Improvements located on Vanderbilt Road in Asheville, North Carolina. BLE was provided the expected contract duration of 180 days and project documents by Mr. Scott Burwell with McGill Associates via email on March 1st of 2024. **Should the actual costs come in under the estimate, these savings will be passed on to the client.** Included in this proposal are the following main items:

- Firm Qualifications
- Testing and Inspections Operating Procedures
- Proposed Testing Services
- Estimated Costs
- Unit Price Fee Schedule

FIRM QUALIFICATIONS

Background

Bunnell-Lammons Engineering, Inc. (BLE) was founded in 1996 as an environmental, geotechnical and construction materials engineering and testing firm headquartered in Greenville, South Carolina. BLE provides services to municipal, commercial, industrial and architectural/design engineering clients throughout the Southeastern United States. The



Principals and Senior Associates of BLE have worked together since 1988 and were formerly employed by one of the largest international engineering firms in the United States - each serving as officers, principals, department managers or senior project managers. Our staff is comprised of registered engineers, geologists and technicians in the fields of geotechnical engineering, civil engineering, hydrogeology, geology, environmental science and compliance, and construction materials engineering and testing.

The BLE staff professionals have diverse backgrounds, including experience with other organizations in the private, public and government sectors. Our environmental professionals are involved in scientific research on the latest technical trends, and our staff regularly presents technical papers to professional societies and conferences. Many BLE professionals serve within professional organizations and on professional councils, working closely on the development of policies, technologies, guidance and regulations that affect their respective industries. This involvement allows our company to capitalize on regulatory and technical knowledge specific to a certain area, state or locale.

Certifications and Experience

At BLE, we intently focus our staff on utilizing their depth of project experience, technical analysis techniques and knowledge of current developments to seek out cost effective solutions for our clients. Our Fletcher, North Carolina office staff and laboratory is capable of performing the soil and concrete testing associated with this project. We currently have more than 17 technicians and engineers locally in our Fletcher office capable of performing the testing required for this project. Many of our technicians and engineers are certified by ACI and/or ICC. Resumes and/or certification of our proposed project team are available upon request.

TESTING & INSPECTIONS OPERATING PROCEDURES

BLE is staffed and equipped to provide trained, experienced and courteous engineering technicians to the construction site to perform all required testing. We also provide prompt engineering consultation when requested. Additionally, we operate a construction materials laboratory for testing soil and conventional construction materials. Our team is committed to meeting our client's requirements and assisting in successful project completion.

An integral aspect of successful project completion is timely and accurate communication. It is our policy to keep both the owners' representative and contractor apprised of all test results. Our method of communication is two-fold: **1)** daily communication with onsite client and contractor representatives and **2)** reports of test results, observations and recommendations are issued electronically for the project distribution. In addition, concrete test results are reported daily. We call immediately when test results indicate low compressive strength. In summary, we are committed to meeting our client's needs and we will provide responsive, courteous and technically proficient service.



TESTING INSPECTIONS SERVICES

Based upon the contract duration, project documents, and our experience with similar construction projects, the following testing and observation services are expected during this construction:

Soils

- Observe excavating operations to determine when the specified materials have been exposed.
- Conduct laboratory compaction tests on representative fill soils in general accordance with ASTM D-698.
- Perform field density tests on fill and backfill soils placed in structural areas.
- Observe proofrolling of the subgrade soils in the paving areas.
- Report daily soils testing activities to your representative.

Subgrade, Base Course, and Asphalt Pavement Testing

- Observe proofrolling of the subgrade subsequent to placement of base course materials.
- Observe proofrolling of the stone base course prior to asphalt placement.
- Conduct laboratory compaction tests on representative stone base in general accordance with ASTM D-1557.
- Perform field density tests on stone base placed in structural areas.
- Perform field density tests on asphalt pavement placed utilizing the asphalt supplier's laboratory data.
- Report daily testing activities to your representative.

To accomplish this scope of services, we will assign Mr. Nathan Jackson, P.E. to direct BLE's work on the project. He will provide experienced personnel as requested by your representative. Mr. Jackson will review the daily observations, test results and reports prepared by our engineering technicians.

COMPENSATION

Costs associated with special inspections and construction materials testing services are dependent on multiple factors. These factors include the scope of testing, owner's intention, quantities of materials and the contractor's schedule. With this consideration and based on our understanding of the contract duration and project documents provided by Mr. Scott Burwell with McGill Associates via email on March 1st of 2024, we estimate the following cost to be \$28,400.00.

The above budget allowance is detailed on the attached Cost Estimate worksheet and is based on our experience with similar projects, the project drawings and the anticipated scope of testing. The estimate outlines initial evaluations only and does not include re-



Biltmore Forest Stormwater Improvements
Asheville, North Carolina

March 7, 2024
BLE Proposal Number P24-0497

inspections or re-evaluations. Our costs may vary depending on the actual working schedule.

If selected, we will carefully monitor our costs throughout the project duration and inform your representative of potential overruns as well as cost saving ideas. Overruns will be justified and mutually agreed upon by both parties prior to invoicing. **Should the actual costs come in under the estimate, these savings will be passed on to the client.**

SCHEDULING

We will provide BLE personnel for this project at the request of your representative. We request 24-hour notice prior to providing on-call personnel to enable us to schedule the work efficiently.

BLE's services will be performed on an as-requested basis and all scheduling of BLE's services shall be the sole responsibility of Client or a third party identified by Client. It is Client's responsibility to ensure that any such third party is aware of BLE's services as such are set out in the attached scope of work. BLE shall not be liable for any claims or damages in the event tests/inspections/services are not performed due to a failure to timely schedule BLE's services. BLE shall have no duty to inform Client or any other party of any failure to schedule BLE's services.

AUTHORIZATION

To authorize us to provide the proposed services, please sign the attached Proposal Acceptance Sheet and return the copy to us. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Proposal Acceptance Sheet. The Terms and Conditions listed on the Proposal Acceptance Sheet are part of this proposal and will be included in any agreement entered into between us.

Should you elect to authorize us to provide the proposed services by issuing us a purchase order, please cross out and initial wording that does not apply to service contracts and reference this proposal in the purchase order.



*Biltmore Forest Stormwater Improvements
Asheville, North Carolina*

*March 7, 2024
BLE Proposal Number P24-0497*

We appreciate your consideration of BLE for this work. We are looking forward to providing our services to you on this and future projects.

Respectively,

BUNNELL-LAMMONS ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Nathan Jackson'.

Nathan Jackson, P.E.
CMT Group Lead

A handwritten signature in blue ink, appearing to read 'Jesse Jacobson'.

Jesse Jacobson, P.E.
Director of Technical Services

Attachments: Fee estimate, Fee schedule, and Proposal Acceptance Sheet

IMPORTANT INFORMATION ABOUT THIS

CONSTRUCTION MATERIALS TESTING PROPOSAL

Bunnell-Lammons Engineering, Inc. (BLE) is, among other disciplines, a construction materials testing (CMT) consultant. BLE prepared this proposal, and this section is a part of BLE's proposal to you. It is important that you understand what CMT is and bring your attention to typical issues that may adversely affect CMT services. The purpose of this section of the proposal is to help you manage your risks and to help you understand how to make CMT more effective.

Provide the Project Information Needed to Prepare Reliable Proposals.

Preparing effective proposals with reliable fee estimates requires detailed project information. This information, available from the design team, the general contractor, and/or subcontractors, typically includes:

- construction schedules,
- project plans, specifications, and relevant addenda,
- required tests and frequencies (if not included in the specifications) and
- code requirements.

Changes in the schedule or test quantities can significantly affect the total fee for CMT services. The less detail that is provided, the wider the range of budget/fee will be.

Do Not Assume an Unlisted Service Will Be Provided.

A CMT scope of service identifies every service BLE is proposing to provide. Do not assume BLE will provide a service it has not listed in its proposed scope. If you believe more frequent services or an unlisted service will or should be provided, it is your responsibility to request these additional services.

Rely on a Professional Services Agreement.

CMT services are professional services. Some clients prefer to use their agreements. Many of these agreements are designed for contractors or suppliers, not professionals, and so use terms (e.g., “work” rather than “service”) and conditions (e.g., broad form indemnities, warranties, improper standards of care, retainage, and liquidated damages) inappropriate for professional agreements. The inappropriate terms and conditions can result in misunderstandings and disputes. The terms and conditions in the proposal accompanying this document are designed to be fair, reasonable, and appropriate for the relationship you are about to enter into. If you must use your agreement, please consider using a professional services agreement or allow us to make reasonable modifications to help ensure your contract form is appropriate for professional services.

Understand the Difference between Quality Assurance (QA) and Quality Control (QC).

Usually conducted for owners, quality assurance (QA) typically is comprised of the spot-checking of agreed-upon materials so as to indicate the degree of diligence contractors are applying to achieve the project specifications they are contractually required to achieve. The

extent of the spot-checking performed is sometimes regulated by codes and ordinances, often specified in project specifications, but is always determined or augmented by owners. It is important that you are aware that more frequent and extensive observation and testing will result in a significantly better evaluation of a contractor's performance. Moreover, in no case would implementing a QA scope of service achieve reliable results for purposes of quality control (QC). For example, QC is generally a more exhaustive set of services a contractor needs to apply to ensure it achieves the project specifications it has contractually agreed to achieve. It is the Contractor's sole responsibility, independent of BLE's scope, to see that project specifications are met.

Understand the Difference between On-Call, Part Time and Full Time Services

Many clients elect to retain CMT services on an on-call, part-time basis. This approach greatly reduces the extent and efficacy of our services. On-call, part-time work frequently consists of intermittent observations, often scheduled by a third party. With part-time work, where, when and what testing/observation occurs is dictated and scheduled by our client or their designated representative. We do not accept any responsibility for performing the required testing when we are not scheduled for work, are not present on-site, or for items requiring testing that we have not been directed to test or observe. We are not responsible for determining what work transpired after prior CMT site visits and/or testing.

Our scope in these cases is strictly limited to providing test results and observations for a given location at a given time. It cannot and should not be extrapolated for broader interpretation.

On-call, part time CMT may offer flexibility and cost-saving opportunities in some scenarios but has several drawbacks and potential disadvantages that should be carefully considered. Such drawbacks include, but are not limited to, the following:

Inconsistent Monitoring: One of the primary drawbacks of on-call CMT is the potential for inconsistent monitoring of construction materials. With testing conducted on a part-time, on-call basis, there's a risk that critical phases of the project may go untested, leading to a lack of data and documentation on material quality during those periods. This can result in uncertainty regarding the project's future performance.

Increased Risk: On-call testing can increase the risk of discovering material issues at later stages of the project. Delayed identification of problems can lead to costly retrofits, rework, or even project shutdowns, which can have substantial financial and timeline implications.

Lack of Regulatory Compliance: Many construction projects are subject to regulatory requirements that demand consistent CMT at specific intervals. On-call testing may not meet these regulatory demands, potentially leading to non-compliance issues and legal complications.

Reduced Quality Assurance: Consistency in CMT is crucial for maintaining quality assurance throughout a construction project. On-call testing may result in a lack of systematic oversight, making it more challenging to detect and rectify deviations from project specifications promptly.

Limited Accountability: In on-call arrangements, clear accountability for materials-related issues may be lacking. When testing is not conducted consistently, it can be challenging to pinpoint responsibility for any defects or deficiencies that arise, leading to disputes and delays in resolution. Moreover, when testing is on-call, the party responsible for scheduling the CMT services may be late, may forget or may choose not to schedule the CMT services. When this happens, the consultant providing CMT services cannot be held responsible when or if the materials to be tested are later determined to be defective.

Difficulty in Cost Estimation: On-call CMT can make it harder to estimate and manage project costs accurately. Unpredictable testing needs may lead to budget overruns, as costs associated with unscheduled testing can be difficult to anticipate and control.

Impact on Project Schedule: The sporadic nature of on-call testing can disrupt project schedules. Waiting for test results when issues arise can cause construction delays, leading to additional costs and contractual disputes.

Full-time CMT provides significant benefits over part-time CMT. The value of full-time CMT lies in its ability to better maintain quality, help control construction costs, and aid in compliance with industry standards. First and foremost, full-time CMT greatly reduces the risk that out-of-specification work will occur and go unnoticed. This reduced risk also proportionally reduces the risk of time and expense required for engineering re-evaluation and/or repairs of out-of-specification work. Identifying and rectifying material-related issues early in the process can save substantial money by avoiding costly rework or retrofitting at a later time. This proactive approach also helps in adhering to project timelines and budgets, reducing the likelihood of unexpected delays and overruns. Full-time CMT is also helpful for compliance with regulatory requirements and industry standards. This not only helps protect against potential legal liabilities but also enhances the reputation and credibility of the construction team. In short, full-time CMT is a wise investment that is reasonably calculated to enhance the long-term performance and success of construction projects, making it a valuable aspect of responsible and professional construction management.

COST ESTIMATE¹
Biltmore Forest Stormwater Improvements
BLE Proposal Number P24-0497

<i>Construction Materials Testing / Special Inspections</i>				
Field Services	<u>Stormwater Improvements -</u>			
	I. <u>On-call part time construction materials testing:</u>			
	Project Engineering Technician	\$58.00 /hr x	6 hrs/week x 36 weeks =	\$ 12,528.00
Support Services	I. <u>Laboratory Testing:</u>			
	Standard Proctor Compaction Test (Soil)	\$130.00 /test x	4 samples =	\$ 520.00
	Modified Proctor Compaction Test (Stone Base)	\$150.00 /test x	1 samples =	\$ 150.00
	II. <u>Truck/Equipment:</u>			
	Truck/Equipment Charge per visit	\$85.00 /vst x	108 visits =	\$ 9,180.00
	III. <u>Project Management and Reporting:</u>			
	Project Engineer/Manager	\$135.00 /hr x	35 hrs =	\$ 4,665.60
	Administrative Assistant	\$75.00 /hr x	17 hrs =	\$ 1,296.00
CMT Total:				\$ 28,339.60

Notes:

¹ Cost estimate is based on our understanding of the request for proposal provided and contract duration and project documents by Mr. Scott Burwell with McGill Associates.



2024 UNIT RATE FEE SCHEDULE
BUNNELL-LAMMONS ENGINEERING, INC.
PROFESSIONAL SERVICES
ASHEVILLE, NORTH CAROLINA

I. TECHNICIAN SERVICES

A.	Project Engineering Technician, Per Hour	\$ 58.00
B.	Senior Engineering Technician, Per Hour	\$ 68.00
C.	Senior Structural Steel Inspector, ASNT Level II, CWI.....	\$ 102.00
D.	Truck/Equipment Per Visit.....	\$ 85.00
E.	Technician Overtime	1.5 Times Hourly Rate
F.	Word Processor, Per Hour.....	\$ 75.00

II. ENGINEERING SERVICES

A.	Staff Professional/Engineer/Geologist/Scientist, Per Hour	\$ 105.00
B.	Project Engineer (PE)/Geologist (PG)/Scientist, Per Hour	\$ 135.00
C.	Senior Project Manager, Per Hour	\$ 155.00
D.	Senior Engineer / Department Manager, P.E., Per Hour.....	\$ 190.00
E.	Senior Consultant, P.E., Per Hour	\$ 205.00
F.	Truck/Equipment charge Per Visit.....	\$ 85.00

III. LABORATORY TESTING SERVICES

A.	Standard Proctor Compaction Test (ASTM D-698 or AASHTO T-99).....	\$ 130.00
B.	Modified Proctor Compaction Test (ASTM D-1557 or AASHTO T-180).....	\$ 150.00
C.	Compressive Strength of Concrete Test Cylinders and Cylinders Held in Reserve.....	\$ 18.00
D.	Compressive Strength of Masonry Mortar Cubes	\$ 18.00
E.	Compressive Strength of Masonry Grout Prisms (Includes sawing and capping)	\$ 30.00

IV. FIELD SERVICES:

A.	Nuclear Gauge, Per Day	\$ 125.00
B.	Core Drill, Per Day	\$ 150.00
C.	Generator Rental, Per Day.....	\$ 150.00
D.	Floor Flatness (D-Meter), Per Day.....	\$ 325.00
E.	Pachometer, Per Day	\$ 150.00
F.	Swiss Hammer, Per Day.....	\$ 100.00

NOTES: Items not listed on this Fee Schedule will be quoted upon request.

The hourly rates for technicians and engineers apply for all time for testing and observations as well as all travel, loadup, and report time. Charges will be based on the position level of the individual performing the services and apply to BLE Employees and subcontract personnel.

Overtime is defined as time over 8 hours per day, on Saturdays, Sundays, or holidays, and weekday and/or weekend night work.

Miscellaneous expenses will be invoiced at our cost divided by 0.8.



**BUNNELL
LAMMONS
ENGINEERING**

30 Park Ridge Drive
Fletcher, NC 28732

Phone (828) 277-0100
Fax (828) 277-0110

PROPOSAL ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for the performance of services by Bunnell-Lammons Engineering, Inc. ("BLE") and confirm the terms and conditions under which these services are provided as shown below.

Compensation for services rendered will be based on the schedules and/or sums described in this Agreement. If BLE is requested to modify the scope of work at your request or if BLE personnel determine during the execution of the Work that a modification of scope is required, BLE will promptly seek and confirm in writing a mutually agreeable revision of the scope of work and associated charges. All services and testing will be performed in accordance with the standard of care set out below and applicable specifications, if any, unless otherwise noted. Test results apply only to the materials tested.

Project Name and Proposal Number: _____

Project Location: _____

WORK AUTHORIZED BY: _____

Signature

Date

Print Name and Title - If services and/or the provision of materials are to be performed for a corporation or company (hereinafter "company") in which I/we are an officer, employee, director, member or shareholder, I/we do hereby warrant that I/we have the authority to bind the company.

Company Name

Address

City

State

Zip Code

PARTY RESPONSIBLE FOR SCHEDULING BLE'S SERVICES: _____ **Phone Number:** _____

FOR PAYMENT OF CHARGES: (BLE should send invoices to)

Email Address: _____

Firm: _____ **Attention:** _____

Address: _____ **City, State:** _____

Zip Code: _____ **Phone Number:** _____ **Fax Number:** _____

SPECIAL INSTRUCTIONS:



TERMS AND CONDITIONS

WHEREAS, Client is seeking engineering, consulting, testing and/or environmental or other services in regard to services associated with a property or properties (the "project site") and/or services associated with a specific activity or activities (the "services and/or the Work"). Therefore, in consideration of the mutual covenants and agreements contained and the payments to be made as herein provided, Bunnell-Lammons Engineering, Inc., (hereinafter "BLE") and Client (collectively, the "Parties") agree as follows (the "Agreement").

1. **SERVICES TO BE PROVIDED.** BLE, through and by its officers, employees and subcontractors, is an independent contractor and agrees to provide Client, for its sole benefit and exclusive use, the services set forth in BLE's proposal, which is a part of this Agreement. No third-party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS.** Client agrees to pay BLE's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at 1.5% per month, including attorney's fees and expenses if BLE's fee is collected through an attorney. No deductions shall be made from BLE's invoice on account of liquidated damages unless expressly included in this Agreement. BLE may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BLE within 60 days of Client's receipt of BLE's invoice. BLE will issue invoices monthly or more frequently as reasonably required.

3. **STANDARD OF CARE AND CERTIFICATIONS.** BLE will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BLE's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY BLE'S PROPOSAL OR BY BLE'S ORAL OR WRITTEN REPORTS. Nothing in this Agreement or in the services provided by BLE is intended to create, nor shall it be construed to create, a fiduciary relationship owed by either party to one another. BLE shall not be required to sign any documents, no matter by whom requested, that would result in BLE having to certify, guarantee or warrant the existence of conditions whose existence BLE cannot reasonably ascertain. Client shall not make resolution of any dispute with BLE or payment of any amount due to BLE in any way contingent upon signing any such certification, guarantee, or warranty.

4. **INSURANCE.** BLE maintains insurance coverage as follows:

- Worker's Compensation Insurance.
- Employers Liability Insurance.
- Commercial General Liability Insurance.
- Professional Errors and Omissions Insurance.

Certificates of Insurance can be provided upon acceptance of this Agreement and upon request.

5. **LIMITATION OF LIABILITY.** CLIENT AND BLE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING BLE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ADDITIONAL CONSIDERATION FROM BLE OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT BLE'S LIABILITY, AND THAT OF ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS TO CLIENT OR ANY ASSIGNEE SHALL BE LIMITED TO AN AGGREGATE OF \$50,000 OR BLE'S FEE, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BLE AGREES TO INCREASE THE AGGREGATE LIMIT UP TO A MAXIMUM OF \$1,000,000. (THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BLE AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.) UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING BLE'S PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF 5% OF BLE'S TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN: (I) TORT, INCLUDING, BUT, NOT NECESSARILY LIMITED TO, NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED) AND/OR NEGLIGENT MISREPRESENTATION, (II) STRICT LIABILITY, (III) CONTRACT, OR (IV) ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BLE'S INDEMNITY OBLIGATIONS TO CLIENT RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF BLE'S SERVICES. IN ADDITION, NEITHER CLIENT NOR BLE OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE.

6. **SITE OPERATIONS, APPROVALS, PERMITS AND FEES.** BLE shall obtain and pay for all permits, licenses, fees, and governmental approvals which may be generally necessary for BLE to perform the type of services set out herein on a non-site-specific basis. However, Client shall be responsible for acquiring all rights-of-entry to the

property and, if reasonably necessary, across the property of third parties so that BLE can perform the services. Client shall be solely responsible for acquiring required building permits, land disturbance permits or any other permit specific to the site and necessary for BLE to perform its services.

BLE's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. BLE's field personnel will avoid hazards or utilities which are visible to them at the site. If BLE is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, BLE will give special instructions to BLE's field personnel. BLE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is caused by BLE's negligence. Otherwise, for the additional consideration of \$10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, indemnify, and hold BLE and its shareholders, directors, officers, employees, agents and subcontractors harmless from any such claims, suits or losses, (collectively "Claims") including related reasonable attorney's fees except to the extent such Claims are caused by BLE's negligence or willful misconduct.

BLE will take reasonable precautions to minimize damage to the project site or other property caused by its operations. Unless otherwise stated in BLE's proposal, BLE's charges do not include cost of restoration due to any related damage which may result. If Client requests BLE to repair such damage, BLE will do so for an additional fee.

Field tests or boring locations described in BLE's report or shown on sketches are based on specific information furnished by others or estimates made in the field by BLE personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in BLE's proposal or report. BLE's observations and sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when BLE performed the services. Client acknowledges that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. The observations and tests performed by BLE's by field representative are valid only for the time and location the test is performed. Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter the condition of the material tested or observed. Notwithstanding the foregoing, BLE may make inferences based upon the information derived from performed procedures to formulate professional opinions about conditions in other areas. BLE is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, services do not and should not be interpreted to mean that BLE observes, inspects, samples, or tests all materials on or at the project site. BLE is not responsible for other parties' interpretations or use of the information BLE develops.

7. **FIELD REPRESENTATIVE.** The presence of BLE or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, field testing of specific aspects of the project and/or other services as authorized by Client. Should any party not retained by BLE be involved in the project, Client will advise such party that BLE's services do not include supervision or direction of the means, methods or actual work of the other party, its employees or agents. Client will also inform the other party that the presence of BLE's field representative at the project site will not relieve the other party of its responsibilities for performing their work safely and lawfully and in accordance with the standard of care set out herein and any applicable plans and specifications.

If a contractor (not a subcontractor of BLE) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site /project site, including security and safety of all persons and property during the performance of the work, and compliance with all Client safety requirements and state and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours.

It is agreed that BLE will not be responsible for job or site safety or site security on or at the project site, other than for BLE's employees and subcontractors, and that BLE does not have the duty or right to stop the work of the Client, its contractors or any third parties.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing BLE's services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include:

- Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal,
- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing; or,
- Terminate the services effective on the date specified by BLE in writing.



9. **SAMPLES, INVESTIGATION DERIVED WASTE, DISPOSAL, RETENTION.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Non-hazardous investigation derived waste, including but not limited to, samples, drill cuttings, purge water and other wastes ("IDW") may be left or used on-site or disposed of by BLE for an additional charge at an appropriately licensed facility. With regard to IDW that contains asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents ("hazardous IDW"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized hazardous IDW and BLE, in BLE's sole discretion, either: 1) return the hazardous IDW to Client for proper disposal or 2) using a manifest signed by Client or Client's client as generator and for an additional fee, have the hazardous IDW transported to an appropriate location selected by Client for final disposal, or, (3) otherwise safely dispose of the hazardous IDW. Client agrees to pay all costs associated with the storage, transporting and disposal of hazardous IDW. Client recognizes and agrees that BLE is acting as a bailee and at no time assumes title, constructive or expressed, to any hazardous or non-hazardous IDW. If Client wishes BLE to retain any non-hazardous IDW, then, at Client's written request, BLE will use reasonable efforts to retain preservable IDW or the residue therefrom but only for a mutually acceptable time and for an additional charge. BLE reserves the right to refuse storage of any IDW. Client agrees that BLE is not responsible or liable for loss of hazardous or non-hazardous IDW retained in storage.

10. ***CLIENT DISCLOSURE.** Client agrees to advise BLE upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or BLE's equipment. Client agrees to provide BLE continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, BLE does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

11. ***ENVIRONMENTAL INDEMNITY.** In connection with asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents (collectively "toxic or hazardous substances or constituents") and to the maximum extent permitted by law and for separate and valuable consideration of \$10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, hold harmless and indemnify BLE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by BLE's negligence or willful misconduct, resulting from:

a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of BLE's services;

d. Allegations that BLE is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the BLE's services unless expressly retained by Client for such services; or,

e. Any third-party suit or claim for damages against BLE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of BLE's services under this Agreement.

12. ***EQUIPMENT CONTAMINATION.** BLE will endeavor to clean its laboratory and field equipment which may become contaminated in the conduct of BLE's services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

13. **DOCUMENTS.** BLE will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

a. All documents generated by BLE under this Agreement shall remain the sole property of BLE. Any unauthorized use or distribution of BLE's work product shall be at Client's and recipient's sole risk and without liability to BLE. BLE may retain confidential file copies of its work product and documents or information it receives or relies upon so BLE can support and/or defend its work.

b. If Client desires to release, or for BLE to provide, BLE's report(s) to a third party not described above for that party's reliance, BLE will agree to such release provided

BLE receives a written request from Client and a written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that BLE's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BLE and by making such a request, Client waives any such claim if BLE complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BLE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BLE's prior written approval. BLE shall have no liability for, and Client shall indemnify, defend and hold BLE harmless for, any claim, liability, damages or costs arising out of any unauthorized reuse or modification of BLE's documents or other instruments of its service.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by BLE for proper performance of BLE's services. BLE may rely upon Client-provided documents in performing the services required under this Agreement; however, BLE assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BLE may retain confidential file copies to support its report.

e. Unless directed otherwise by Client, BLE shall provide its reports and other required documentation via digital work product. Client agrees that the written or digital copy retained by BLE in its files shall be the official base document. BLE makes no warranty or representation to Client that the digital copy is accurate or complete but will correct in good faith any omissions or errors brought to BLE's attention by Client. Any modifications of such digital work product by Client shall be at Client's risk and without liability to BLE. Such digital work product is subject to all other conditions of this Agreement.

14. **SCHEDULING.** Client acknowledges that Client, directly or indirectly through its designee, has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and/or testing performed by BLE. Client acknowledges that BLE bears no responsibility for damages that may accrue because BLE did not perform such observations, inspections, and/or testing that Client or its designee failed to request or schedule. BLE shall have no duty to inform Client, its designee, or any other party of any failure to schedule BLE's services.

15. **OPINIONS OF COST.** If requested, BLE will exercise reasonable efforts and its experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BLE's designs or BLE's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BLE's control.

16. **TESTIMONY.** Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and BLE is not a party in the dispute, then BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

17. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of North Carolina without regard to its conflicts of laws provisions. Causes of action arising out of BLE's Services or this Agreement, regardless of cause(s) or the theory of liability, including, but not limited to, negligence, indemnity or other theory of recovery shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, not later than the date of BLE's substantial completion of the Work. Each party hereby submits to the jurisdiction and venue of any court sitting in Henderson County, North Carolina, for the adjudication of any dispute relating to or arising out of this Agreement or the performance or nonperformance of a party's obligations under this Agreement. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18. **PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and BLE. Client may issue purchase orders to BLE to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void. Unless otherwise specifically stated by Client in writing, Client's request that BLE initiate services will constitute Client's acceptance of this Agreement and all of its terms and conditions. Any additional or different terms that Client provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein are hereby objected to and rejected. Any



such terms proposed by Client, whether by offer or acceptance, shall be void unless BLE expressly agrees to them in writing.

19. **CLAIMS.** Except for claims for payment, prior to filing of any suit or arbitration, the parties agree to attempt to resolve any dispute without resort to litigation or arbitration, including using mediation. However, in the event any claim, including but not limited to claims for payment, results in litigation or arbitration, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fees and expenses associated with such litigation or arbitration. However, if the prevailing party has had only a partial victory, then the court or arbitrator(s) shall make an allocation based on the extent to which the court views the prevailing party as having prevailed. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. **SURVIVAL.** All provisions of this Agreement for payment, indemnity or allocation of responsibility or liability between Client and BLE shall survive the completion of the services and the termination of this Agreement.

21. **SEVERABILITY.** In the event any provision of this Agreement is found to be void or unenforceable under law, the court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from this Agreement. The remaining provisions shall continue in full force and effect.

22. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written approval of the other.

23. **CONSIDERATION.** The parties agree that the charges for BLE's services are sufficiently added to include any specific consideration payable to Client under these terms and conditions.

24. **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

25. **FORCE MAJEURE.** Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, acts of God, natural disasters, war and strikes, or governmental orders including, but not limited to, orders affecting the work site or regarding COVID-19 or any other epidemic, pandemic, or other declaration of public health emergency.

If an event of force majeure occurs, BLE shall notify Client, identify the event of force majeure and specify the anticipated time when the Work can be continued. Timely notification of an event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure plus any reasonable time necessary to resume Work. Client agrees to pay BLE for all reasonable costs incurred associated with labor and equipment, including subcontractor services, necessary to resume Work.

26. **CONFIDENTIALITY.** BLE and Client recognize that each of them may encounter written or unwritten confidential information regarding the other Party during the course of the services set forth in the Proposal. Confidential information means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. The Party receiving such confidential information agrees to hold as confidential and not to disclose such information.

All drawings, specifications, technical documents of any nature, and copies thereof, prepared pursuant to this Agreement shall be the property of BLE and are to be treated as confidential. They are not to be disclosed to others without BLE's prior written approval. BLE shall treat as confidential all documents and records (the "Documents") belonging to Client or a third party that BLE reviews during the performance of services set forth in the Proposal. BLE shall not disclose the Documents to any third party without the prior written consent of the Documents' owner or owners. No articles, papers or treatises related to or in any way associated with the services set forth in the Proposal shall be submitted for publication without BLE's prior written consent. BLE may retain copies of all such documents for archival purposes and to support or defend its work.

The confidentiality restrictions herein shall not apply to information that: (1) the Parties had in their possession prior to disclosure; (2) becomes public knowledge through no act or fault of the receiving Party; (3) the receiving Party lawfully acquires from a third party which does not have a confidentiality obligation to the Party to which the information pertains; (4) is independently developed by the receiving Party; or (5) is required to be disclosed by law. Without the express written consent of BLE, this Agreement creates no duties or liabilities of BLE to third parties who may rely on the Work provided or the documents delivered hereunder. The Parties agree that although Client may provide copies of BLE's reports to prospective property purchasers and their agents, no party other than

Client, its counsel or appropriate regulatory bodies may rely on the contents of BLE's reports.

27. **INDEMNITY.** If Client or any of its directors, officers, shareholders, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "Client Affiliates") become subject to any claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims"), caused by:

- a. the negligence, gross negligence or willful misconduct of BLE or its directors, officers, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
- b. a violation of an applicable statute or regulation by BLE or its Representatives; and/or
- c. a breach of this Agreement by BLE or its Representatives;

then BLE shall, subject to the limitation set out in Article 5 above, indemnify and hold harmless Client and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct.

If BLE or any of its shareholders, directors, officers, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "BLE Affiliates") become subject to any claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims") caused by:

- a. the negligence, gross negligence or willful misconduct of Client or its directors, officers, shareholders, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
- b. a violation of an applicable statute or regulation by Client or its Representatives; and/or
- c. a breach of this Agreement by Client or its Representatives;

then Client shall indemnify and hold harmless BLE and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence, or willful misconduct.

It is agreed that all reasonably incurred costs of litigation incurred by the Indemnitees including, but not necessarily limited to reasonable attorneys' fees, court costs, consultant costs, expert witness fees, and legal expenses, shall be deemed to be "damages" payable by Indemnitor but only to the proportional extent finally determined as being caused by the willful misconduct, breach of contract, violation of law or the negligence of the Indemnitor.

28. **NON-EXCLUSIVITY.** The parties recognize and agree that BLE's services hereunder are to be provided on a non-exclusive basis.

29. **WAIVER/INTEGRATION.** Waiver by either Party of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement. This Agreement constitutes the entire agreement between Client and BLE and there are no other agreements, oral or written, by and between the parties hereto, with regard to the particular services/work set forth in the Proposal/Scope of Work/Scope of Services.

30. **TERMINATION.** This Agreement terminates automatically when all services have been performed and when BLE is properly paid for the services set forth in the Proposal. Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party. In the event Client requests termination prior to completion, Client agrees to pay BLE for all reasonable costs incurred to date and reasonable charges associated with such termination.

31. **SIGNAGE.** BLE shall be entitled to place a placard or other stand-alone or attached signage on the project site identifying BLE as a future, present or past service provider. Within a reasonable time after BLE's Work is completed or in the event this Agreement is terminated, BLE shall be responsible for removing such signage.

NOTES: *Applies only if toxic or hazardous substances or constituents are anticipated or encountered.

----- **END OF DOCUMENT** PAS revision: 04-04-22

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024



Agenda Item F-6

**RIDGEFIELD PLACE/HENDERSONVILLE ROAD
INTERSECTION SURVEY RESULTS**

Background

Last month, the Town discussed the potential for changes to the intersection of Ridgefield Place and Hendersonville Road. The discussion included a request to conduct a survey for Ridgefield Place residents to gauge their concerns and views regarding a potential change. The Town asked surveys to be returned by March 6 for inclusion in this month's agenda packet. The survey results are attached on the following page and verbatim comments are included for your review as well.

Staff requests direction on how the Town would like to proceed with this issue.

Name	No Change	Modify	Close	Comments
N/A	3	2	1	Thank you for considering changes being made to Ridgefield/HVL Rd. intersection. I find when traveling north on HVL Rd and turning onto Ridgefield it is often too dangerous as there are cars in the center lane into Valvoline, etc. There was a man on a bike in the center lane the other day. I think it would make the neighborhood much safe (for many reasons) if the entrance to Ridgefield was closed.
N/A	3	2	1	
N/A	3	2	1	
N/A	2	3	1	My wife and I live at 1 Ridgefield Place with out 4 year old daughter, Luna. We have almost been hit by oncoming traffic numerous times while turning left onto HVL Rd. I have also had vehicles run right up my tail when turning right on HVL Rd. Jessie was coming from Fresh Market and about to get into the turning lane to turn left onto Ridgefield when a truck came flying past her in the turning lane. This is a very dangerous intersection. About a month ago, I was driving home and a car was literally on fire right in front of our house. I think it had been in a wreck at the Ridgefield Rd turn off. We love living in Biltmore Forest. It would be so wonderful if the town would close the road right past our house and make cul-de-sac there with large trees blocking off HVL Rd and the flashing billboard. Also, cars sometimes speed down Ridgefield in front of our house and around the blind corner. This is a major safety hazard as we often walk or ride bikes with our young daughter. There are several other young children on this street. Closing off the road would create a safe sanctuary for the children.
N/A	3	2	1	The current situation is too dangerous turning IN OR OUT onto HVL Rd. Traffic would still attempt to turn left into Ridgefield (as they do at PKWY & at McDonalds (right in & right out). There needs to be a closure to stop the thru traffic of speeding cars & large trucks & make our road safe. Also trucks DO NOT NEED to cut thru Hilltop.
N/A	✓			
N/A	3	1	2	I am retired and can adjust to whatever choice is made. However have the residents on Hilltop Rd. been asked about the increased traffic on that road? Also, there needs to be a place to turn around if Ridgefield is closed. Whose property will be taken for that?
N/A	✓			While I do agree that something must be done to stop drivers from turning left out of Ridgefield Pl onto HVL Rd, I feel that closing the entrance at HVL Rd. is very concerning, primarily due to Emergency vehicles having to seek out other ways to Ridgefield Pl, taking more time to get to an emergency. It would also be a great inconvenience to the people going south to all the shopping and such. It is a longer way either to the red light on Eastwood or going to the Parkway entrance. And being able to go out on Ridgefield Pl enables drivers to take advantage of the traffic light. Also, I feel that Ridgefield Pl would be safer if more was done to clear the foliage and overgrowth that is now in the road itself, especially the "L" shaped curve at the top of the hill coming in from HVL Rd. If Biltmore Forest would trim and remove or have the homeowner take care of what is on their property this road would be a safer road with more visibility.
N/A	1	2	3	Ridgefield Pl should have no street parking. Two blind curves at any given time can cause accidents when cars are parked along the street.
N/A			✓	Closing off the intersection would make Ridgefield a much more appealing street to live on. The traffic would be significantly reduced and the street would feel much safer. Property value of the homes would also go up significantly, which is good for everyone. Studies show living on a cul-de-sac street is more appealing to home buyers - increasing value by 20%.
N/A	3	2	1	At first I was attracted to right turns only but I don't think that is enforceable. I think with 3 sharp turns the speed limit is also too high. 15 mph is more appropriate. My only concern about closing Ridgefield is the increased time it might take for an ambulance or fire truck. Eastwood traffic from HVL Rd. will need monitoring for a while. Finally, I am guided by my neighbors mot impacted, the folks on the turns, and hat they feel will best protect their safety & their property. Other questions: Could Dr. Harvey put an entrance to his busine off Eastwood? I hope there would be funds to plant trees/shrubs to screen from HVL Rd. I hope the oaks on the lot at HVL Rd. can be saved - Town buy & turn into an oak grove?
N/A	3	2	1	Living right up from HVL Rd I see and hear accidents often. Having 2 left turns into Bilt Forest (so close together) Ridgefield and Eastwood, is very precarious and add to that the people turning left into the businesses on the opposite side of Ridgefield (they often take the turning lane way before they need it). More kids are living on Ridgefield Rd, very narrow street, speeding cars, a lot of commercial traffic include flat bed semis with large loads and will feel safer out in my own yard if the road was closed.
N/A	No	2	1	Northbound on HVL Rd. and turning into Ridgefield Pl - I was nearly rearended twice (other drivers heading for left onto Eastwood). I was close to being to being hit head-on twice by vehicles southbound on HVL Rd and turning into businesses on east side of HVL Rd. Based on the info above, I do not use the left turns onto Ridgefield but exit HVL Rd. onto Blue Ridge Parkway. Ridgefield Pl and turning north onto HVL Rd - I DON'T. I drive north through Biltmore Forest on Stuyvesant and Vanderbilt and utilize stoplights. Traffic wrecks - I personally heard 2 wrecks in one afternoon. Commercial traffic on Ridgefield - We have expeirenced damage to our tree at the curve - low and deep. With Eastwood - MUCH too busy intersections!!
N/A	3	1	2	With the stoplight installation at Eastwood/HVL Rd, commercial traffic to larger trucks with long trailers for construction, lawn services, and deliveries has increased. Ridgefield is challenging for these trucks to maneuver, especially at the turn arounds #4 and #21 Ridgefield, and impossible if a vehicle approaches from the opposite direction at either turn. The speed bumps on Hilltop have also contributed to the issue , as some commercial vehicles are now using Ridgefield as alternate route to avoid the bumps. The wait time at the Eastwood light has also pushed traffic to Ridgefield. A suggestion might be posting "no trucks allowed," speed bumps, and "no left turn." Not sure what NCDOT allows.
N/A	3	2	1	Safety and traffic calming are the two primary reasons I believe Ridgefield should essentially be closed to through traffic.
N/A	3	2	1	I am the closest property to HVL Rd and I think this is a great idea. However, I would hate to see the cul-de-sac made ABOVE my driveway, essentially "booting" my direct access to the neighborhood.
N/A	2	3	1	We have several newer young families on Ridgefield Pl. With construction traffic and speeding seemingly on the increase, closing the road would increase safety and enhance at least some of the quality of life lost to bright lights and noise. Closing would also provide a calming balance to the sirens, extremely loud vehicles, the flashing billboard, and the bright lights of Ascot Point and the batting cages that many of us have out our windows. Many of us would also like to see a significant planting effort around the closed area, to buffer our homes from the loud and bright HVL Rd.

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024



Agenda Item F-7

**BILTMORE FOREST AD HOC TICK REDUCTION
COMMITTEE**

Background

Last month, the Board requested the creation of an ad hoc committee with the purpose of providing a recommendation to the Board of Commissioners on ways to assist in the reduction of ticks within Town. This committee will meet via Zoom and likely convene quickly to deliver clear recommendations to the Board in a timely manner. The recommended members of the committee are as follows:

Angela Newnam, Town resident

Luke Owen, Buncombe County Cooperative Extension Service

Janet Whitworth, Town resident

Dr. Steve Valeika, Town resident and veterinarian

BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024



Agenda Item F-8

Consideration of Resolution 2024-03

A Resolution Authorizing the Surplus of Personal Property

Background

Town staff requests permission to surplus multiple radios from the Police Department. The radios are no longer in service after the implementation of a new radio system this fiscal year. The descriptions of the radios, including VIN numbers, are attached to the resolution.

Action Requested

Approval of Resolution 2024-03

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

TOWN OF BILTMORE FOREST
BOARD OF COMMISSIONERS

RESOLUTION 2024-03

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 in "Attachment A" is hereby declared surplus to the needs of the Town of Biltmore Forest.

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 12th day of March, 2024.

George F. Goosmann, III
Mayor

Attest:

Laura Jacobs
Town Clerk



Town of Biltmore Forest Police Department
355 Vanderbilt Road, Biltmore Forest, NC 28803
Phone 828-274-0822 – FAX 828-274-3836

03/06/2024

Trackable Asset List Request To Surplus

Inventory #	Name	Manufacturer	Model	Serial Number
HHR-10	Radios	Hytera	PD782G	16801D0020
HHR-11	Radios	Hytera	PD782G	16801D0018
HHR-12	Radios	Hytera	PD602	15901A0852
HHR-13	Radios	Hytera	PD782G	18128A4435
HHR-14	Radios	Hytera	PD782G	18128A4464
HHR-15	Radios	Hytera	PD602	15901A0851
HHR-16	Radios	Hytera	PD602	15901A0853
HHR-17	Radios	Hytera	PD602	15901A0855
HHR-2	Radios	Hytera	PD782G	16801D0012
HHR-3	Radios	Hytera	PD782G	16801D0014
HHR-4	Radios	Hytera	PD782G	16801D0013
HHR-5	Radios	Hytera	PD782G	18128A4436
HHR-6	Radios	Hytera	PD782G	16801D0017
HHR-9	Radios	Hytera	PD782G	16801D0015
TYT-1	Radios	TYT	MD380G	160705200
TYT-2	Radios	TYT	MD380G	1707A00333

Inventory #	Name	Manufacturer	Model	Serial Number
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HHR-1	Radios Hytera	PD782G	16801D0011
HHR-7	Radios Hytera	PD782G	16801D0016
MMR-1	Radios Motorola	XPR4550	038TKC0762
MMR-2	Radios Motorola	XPR4550	038TKC0754
HMR-1	Radios Hytera	MD652	14922A2936
HMR-2	Radios Hytera	MD652	14922A2941
HMR-3	Radios Hytera	MD652	14816A0652
HMR-4	Radios Hytera	MD652	14816A0550
HMR-5	Radios Hytera	MD652	14922A2937
HMR-6	Radios Hytera	MD652	14922A2942
HMR-7	Radios Hytera	MD652	14922A2940
HMR-8	Radios Hytera	MD652	14922A2935
HMR-9	Radios Hytera	MD652	14922A2913
HMR-10	Radios Hytera	MD622i	19D08A0218
HMR-11	Radios Hytera	HM782	R227141280

Kenneth Merritt
 Operations Lieutenant
 Biltmore Forest Police Department
 355 Vanderbilt Rd. Biltmore Forest NC 28803
 P: 828-274-0822 C: 828-458-4809

**BOARD OF COMMISSIONERS MEETING
STAFF MEMORANDUM
MARCH 12, 2024**



Agenda Item F-9

**REQUEST FOR TAX PENALTY WAIVER
5 BUSBEE ROAD**

Background

The Town received a request from the property owner at 3 Busbee Road for a tax penalty waiver. As you know, state law prohibits Town staff from making adjustments or providing waivers without prior Governing Board approval.

The property owner is unable to attend the Board meeting, but has stated the reasons for this request below. This request was submitted to the Town via email.

I am writing an appeal to the late fee on my 2023 property taxes for 5 Busbee Road.

Below I am listing the validation:

- 1. My home mortgage company has paid property taxes from 2018-present.**
- 2. I did not receive a property tax delinquency letter from you until mid-February of this year. (And strangely, the letter from K.Curtis is not dated) I immediately called to inquire about the situation, and wrote a check the next business day.**
- 3. I paid off my mortgage in late October 2023, and had no idea that my mortgage company did not pay my taxes for 2023.**
- 4. All that being said, had I been aware that the 2023 taxes were not paid, I would have paid them on time.**

Thank you,

Julie Rorie

5 Busbee Road